



# Oregon State University

## INVITATION TO BID (ITB)

---

ITB Number: **B2023-011070TG**  
ITB Title: **Residential Landscape Maintenance**  
Submittal Email: [bids@oregonstate.edu](mailto:bids@oregonstate.edu)

## INTRODUCTION

---

Procurement, Contracts and Materials Management is seeking responsive responsible bidders to submit bids for a two (2) year contract, with six (6) additional two (2) year renewals, for on-going landscape maintenance of the residence located at 3480 SW Western Boulevard, Corvallis, OR 97333.

## SCHEDULE OF EVENTS

---

Pre-bid Conference: March 17, 2023 (2:30 pm, PT)  
Question Deadline: March 22, 2023 (2:30 pm, PT)  
**Closing: March 29, 2023 (2:30 pm, PT)**

A voluntary pre-bid conference and walk-through of the property will be held on the date and time indicated above at 3480 SW Western Boulevard, Corvallis, OR 97333.

## OSU ADMINISTRATIVE CONTACT

---

Name: Tamara Gash, CPPO, NIGP-CPP  
Title: Associate Director, Procurement and Contracts  
E-Mail: [Tamara.gash@oregonstate.edu](mailto:Tamara.gash@oregonstate.edu)

Procurement, Contracts and Materials Management (PCMM) at Oregon State University (OSU) is the issuing office and is the sole point of contact for this Invitation to Bid (ITB). Address all concerns or questions regarding this ITB to the Administrative Contact identified above.

## I. GENERAL

### 1. BACKGROUND:

Oregon State University (OSU) purchased the residence located at 3480 SW Western Boulevard, Corvallis, OR 97333 in June 2019. Since that time, the landscape has undergone renovations to ensure it is fit for purpose. OSU's Facilities Operations and Maintenance has provided weekly maintenance for the landscape during the renovations. OSU is now seeking a residential landscape maintenance company to provide on-going maintenance.

### 2. OREGON STATE UNIVERSITY:

Founded in 1868 as Oregon's land grant institution, OSU serves the state, the nation, and the world as a premier 21st-century research university. OSU is committed to exceptional research, discovery, innovation, and engagement – and to integrating its research and engagement mission with the delivery of a high-quality, globally relevant, and affordable education for the people of Oregon and beyond. OSU is one of only three land, sea, and space and sun grant universities in the U.S. and is the only university in Oregon to have earned both Carnegie Classifications for Very High Research Activity and Community Engagement.

Through its centers, institutes, Extension offices and Experiment Stations, Oregon State University (OSU) has a presence in all of Oregon's 36 counties, including its main campus in Corvallis, the Hatfield Marine Sciences Center in Newport and OSU-Cascades Campus in Bend. OSU offers undergraduate, master's and doctoral degrees through 11 academic colleges enrolling more than 35,000 students from every county in Oregon, every state in the country and more than 105 nations.

OSU's 570-acre main campus is in the city of Corvallis, a vibrant college town of nearly 58,000 in the heart of Western Oregon's Willamette Valley. The campus is located within the traditional homelands of the Mary's River or Ampinefu Band of Kalapuya. Following the Willamette Valley Treaty of 1855 (Kalapuya etc. Treaty), Kalapuya people were forcibly removed to reservations in Western Oregon. Today, living descendants of these people are a part of the Confederated Tribes of Grand Ronde Community of Oregon and the Confederated Tribes of the Siletz Indians.

### 3. TERMS AND CONDITIONS:

Contracts resulting from this ITB are subject to the applicable [OSU standard terms and conditions](#), unless otherwise specified.

### 4. APPLICABLE REGULATIONS / JURISDICTION AND VENUE:

This ITB is subject to the applicable provisions and requirements of the Oregon Revised Statutes, Oregon Administrative Rules, and OSU Standards and Policies. OSU Standards 03-010 and 03-015 govern OSU's procurement activities. In case of confusion or dispute of a word or term used in this ITB, the definitions included in OSU Standards 03-010 and

03-015 control.

This ITB, and any dispute arising out of this ITB, shall be construed in accordance with, and governed by, the laws of the State of Oregon. Any other action to enforce any provision of this ITB or to obtain any relief from or remedy in connection with this ITB may be brought only in the Circuit Court of Oregon for Benton County.

## **II. INSTRUCTIONS TO BIDDERS**

### **1. COMMUNICATIONS DURING BID PROCESS:**

Bidders are prohibited from communicating with OSU employees, other than the Administrative Contact, or any party in a position to create an advantage for the bidder or disadvantage for other bidders with respect to this bid process or award of a new contract. This restricted period of communication begins on the date the ITB is issued and ends with the conclusion of the appeal period following notice of intent to award. This restriction does not apply to communications during a pre-bid conference or other situations where the OSU Administrative Contact is present. A bidder who intentionally violates this requirement or otherwise benefits from such a violation by another party may have its bid rejected due to failing to comply with all prescribed solicitation procedures.

### **2. QUESTIONS:**

Questions about this ITB must be in writing and received by the OSU Administrative Contact no later than the question deadline indicated in the schedule of events on the first page of this ITB. OSU will consider all timely submitted questions and if appropriate either amend the ITB or answer questions through an addendum. Questions should be clearly marked with the ITB Number and Title.

### **3. ADDENDA:**

Only documents issued as written addenda by PCMM serve to change the ITB in any way. No other direction, written or verbal, serves to change the ITB. Addenda will be publicized on the OSU bid opportunities website. Bidders are advised to consult the OSU bid opportunities website prior to submitting a bid to ensure that all relevant addenda have been incorporated into their bid. Bidders are not required to submit addenda with their bid however, bidders are responsible for obtaining and incorporating any changes made by addenda into their bid. Failure to do so may make the bid non-responsive, which in turn may cause the bid to be rejected.

### **4. SIGNATURE:**

Any submittals that require signature must be signed by an authorized representative with authority to bind the bidder. Bidder's signature certifies that the bidder has read, fully understands, and agrees to be bound by the ITB and all exhibits and addenda to the ITB.

## **5. PUBLIC RECORD:**

Upon completion of the ITB process, information in all bids will become subject records that can be disclosed under Oregon Public Records Law. Oregon Revised Statute 192.345 contains exemptions from disclosure including "trade secrets", which may include, but are not limited to: any formula, plan, pattern, process, tool, mechanism, compound, procedure, production data, or compilation of information which is not patented, which is known only to certain individuals within an organization and which is used in a business it conducts, having actual or potential commercial value, and which gives its user an opportunity to obtain a business advantage over competitors who do not know or use it. NOTE: Price is NOT a trade secret.

If a bid contains "trade secrets" the bidder must only mark those sections of the bid with the words "TRADE SECRET" prior to, and at the end of, the trade secret information. Only bona fide "trade secrets" may be exempt and only if public interest does not require disclosure. Marks or claims that the entirety of a bid is "trade secret" or "confidential" WILL RESULT IN NONE OF THE BID BEING TREATED AS SUCH.

## **6. SUBMISSION:**

Bidders must submit their bid as attachment(s) in an e-mail sent to the [bids@oregonstate.edu](mailto:bids@oregonstate.edu) email address. Electronic versions must be sized appropriately for transfer (under 150 mb per email.) Multiple emails may be sent to submit bid attachments as necessary. Bids must be received, in their entirety, by PCMM no later than the closing date and time indicated in the schedule of events on the first page of this ITB. The e-mail subject line should contain the ITB number and ITB title. It is the bidder's responsibility to ensure that the bid is received prior to the closing date and time. Only those bids received at this e-mail address by the closing date and time will be considered responsive. Do not e-mail a copy of the bid to any other OSU e-mail addresses.

It is highly recommended that the bidder confirms receipt of the email with the OSU Administrative Contact noted above. The OSU Administrative Contact may verify receipt but will NOT verify the integrity of the attachment(s), answer questions related to the content of the bid or address the overall responsiveness of the bid.

## **7. MODIFICATION:**

Modification of a bid after submittal but prior to closing may be completed by submitting a written notice indicating the modifications and a statement that the modification amends and supersedes the prior bid. After the closing, bidders may not modify their bid.

## **8. WITHDRAWALS:**

A bidder may withdraw their bid by submitting a written notice to the OSU Administrative Contact prior to the closing date and time. The written notice must be on the bidder's letterhead and signed by an authorized representative of the bidder.

## **9. LATE SUBMITTALS:**

Bids and written notices of modification or withdrawal must be received no later than the closing date and time. For purposes of this ITB, the official date and time is the date and time that the email is received at the [bids@oregonstate.edu](mailto:bids@oregonstate.edu) email address. OSU may not accept or consider late bids, modifications, or withdrawals except as permitted in OSU Standard 03-015, Sec 5.9. Sole responsibility rests with the bidder to ensure OSU's receipt of its bid prior to closing. OSU shall not be responsible for any delays or misdeliveries caused by transmission errors, malfunctions, or electronic delays including those within OSU's network. IT IS THE BIDDER'S RESPONSIBILITY TO ENSURE OSU HAS RECEIVED THE BID BY CLOSING DAY AND TIME. Any risks associated with electronic transmission of the Bid are borne by the Bidder.

## **10. BID OPENING:**

Bids will be opened immediately following the closing. Bidders may request to attend a virtual bid opening which may be conducted via Zoom or other electronic meeting platform. Please inform the OSU Administrative Contact if you would like to attend the bid opening. Only the names of the bidders will be announced. No other information regarding the content of the bids will be available.

## **11. BIDS ARE OFFERS:**

The bid is the bidder's offer to enter a contract pursuant to the terms and conditions specified in the ITB, its exhibits, and addenda. The offer is binding on the bidder for one hundred twenty (120) days. OSU's award of a contract constitutes acceptance of the offer and binds the bidder.

## **12. RIGHT TO REJECT:**

OSU may reject, in whole or in part, any bid not in compliance with the ITB, exhibits, or addenda. OSU may reject all bids for good cause, if OSU finds that it is in the public interest to do so. Notification of rejection of all bids, will be sent to all bidders.

## **13. BID CANCELLATION:**

If an ITB is cancelled prior to closing, notification of cancellation will be sent, and all bids already received will be deleted. If an ITB is cancelled after closing, or all bids are rejected, the bids received will be retained and become part of OSU's bid file.

## **14. BID PREPARATION COST:**

OSU is not liable for costs incurred by the bidder during the ITB process.

## **15. REVIEW:**

Bids will be reviewed for responsiveness. Bids that do not comply with the instructions, that are materially incomplete, that do not meet required specifications, or that are submitted by bidders who do not meet minimum qualifications may be deemed non-responsive. Written notice will be sent to bidders whose bid is deemed non-responsive

and will include the reason the bid was determined non-responsive and the bidder's right to appeal.

**16. AWARD:**

Award will be made to the lowest responsive responsible bidder(s). In determining the lowest responsive responsible bidder OSU reserves the right to make award(s) by line item, groups, entire bid, or any combination thereof. OSU reserves the right to delete any item from the award when deemed to be in the best interest of OSU. If a successful Contract cannot be completed with the lowest responsive responsible bidder(s) after award, OSU may rescind its award to the bidder(s) and award to the next lowest responsive responsible bidder.

**17. BID RESULTS:**

A written notice of intent to award will be issued to all bidders. The bid file will be available for bidder's review during the appeal period. Bidders must make an appointment with the Administrative Contact to view the bid file electronically. After the contract is executed or canceled, the file will be available through OSU's Public Records Request process.

**18. CONTRACT REVIEW AND NEGOTIATION:**

Prior to execution of a Contract, the Contract may be reviewed and negotiated. This review may result in modifications of the applicable terms and conditions specified on OSU's website, in the ITB, exhibits, addenda, or those proposed by a bidder. OSU's negotiation of, or acceptance of alternate terms and conditions, is at OSU's discretion as may be in the best interest of OSU.

**19. INVESTIGATION OF REFERENCES:**

OSU reserves the right to investigate and to consider the references and the past performance of any bidder with respect to such things as its performance, provision of similar goods or services, compliance with specifications, contractual obligations, and its lawful payment of suppliers, subcontractors, and workers.

### **III. SPECIFICATIONS AND QUALIFICATIONS**

#### **1. SPECIFICATIONS:**

Specifications for the work are contained in Exhibit D, Section 2., Statement of Work.

#### **2. MINIMUM QUALIFICATIONS:**

To qualify as a responsive bidder, the bidder must meet the minimum qualifications below.

- Licensure through the Oregon Landscape Contractors Board (LCB)

#### IV. SUBMITTALS

It is the bidder's sole responsibility to submit information in fulfillment of the requirements of this ITB. If submittals are not substantially compliant in all material respects with the criteria outlined in the bid, it may cause the bid to be deemed non-responsive.

Bidders should submit the following information:

	Submittal Document	Check-off
1.	Exhibit A, Certifications	<input type="checkbox"/>
2.	Exhibit B, Bid Price Sheet	<input type="checkbox"/>
3.	Exhibit C, References	<input type="checkbox"/>



**EXHIBIT A  
CERTIFICATIONS**

---

By signature below the undersigned certifies that they are authorized to act on behalf of the bidder and agrees and certifies that:

- the bidder, to the best of the undersigned's knowledge, is not in violation of any Oregon tax laws defined in ORS 305.380(4);
- pursuant to OSU Standard 03-010, Section 5.8.1 and OSU Policy 016-001, that they have not discriminated and will not discriminate against Minority, Women, Service-Disabled Veterans or Emerging Small business in obtaining any required subcontracts;
- they have read, understands, and agrees to be bound by the ITB and all exhibits and addenda;
- the information provided is true and accurate, and that providing incorrect or incomplete information may be cause for rejection of the bid or contract termination; and
- they will furnish the designated item(s) and/or service(s) in accordance with the ITB and the contract.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address, City, State, Zip: \_\_\_\_\_

Oregon Landscape Contractors Board (LCB) License #: \_\_\_\_\_

**EXHIBIT B  
 BID PRICE FORM**

This bid sheet and the frequencies specified for each service are based on the specifications listed in Exhibit D, Section 2., Statement of Work. Bidders are requested to bid an annual amount which will be payable in equal monthly installments. The annual price will be valid for two years from date of contract execution.

<b>Contract Item #</b>	<b>Description</b>	<b>Estimated Frequency</b>
2.A.a.i.	Turf Maintenance - Mowing	38
2.A.a.ii.	Turf Maintenance - Hard Surface Edging	18
2.A.a.ii.	Turf Maintenance - Soft Bed Edging	16
2.A.a.ii.	Turf Maintenance - String Trimming	16
2.A.a.ii.	Turf Maintenance - Fertilization	1
2.A.b.i.	Bed Maintenance – Prune and/or Trim	6
2.A.b.ii.	Bed Maintenance - Fertilization	1
2.A.c.ii.	Weed Control - Lawns	1
2.A.c.iii.	Weed Control - Beds	As needed
2.A.c.iv.	Weed Control - Hardscapes	As needed
2.A.d.	Irrigation – System Start Up/ Scheduling/ Monitoring (does not include back flow start-up/shut down)	As needed
2.A.e.	Debris Removal – Blow Off Hardscapes / Remove Litter and Trash	52

Total Annual Cost: \$\_\_\_\_\_

OPTIONAL:

Extra Work Per Hour: \$\_\_\_\_\_ Material Cost Markup: \_\_\_\_\_%

Company Name: \_\_\_\_\_

Oregon Landscape Contractors Board (LCB) License #: \_\_\_\_\_

**EXHIBIT C  
REFERENCES**

---

**COMPANY NAME:** \_\_\_\_\_

**REFERENCE 1**

COMPANY: \_\_\_\_\_  
CONTACT NAME: \_\_\_\_\_  
PHONE NUMBER: \_\_\_\_\_  
EMAIL: \_\_\_\_\_  
GOODS/SERVICES  
PROVIDED: \_\_\_\_\_

**REFERENCE 2**

COMPANY: \_\_\_\_\_  
CONTACT NAME: \_\_\_\_\_  
PHONE NUMBER: \_\_\_\_\_  
EMAIL: \_\_\_\_\_  
GOODS/SERVICES  
PROVIDED: \_\_\_\_\_

**REFERENCE 3**

COMPANY: \_\_\_\_\_  
CONTACT NAME: \_\_\_\_\_  
PHONE NUMBER: \_\_\_\_\_  
EMAIL: \_\_\_\_\_  
GOODS/SERVICES  
PROVIDED: \_\_\_\_\_

**EXHIBIT D**  
**SAMPLE CONTRACT**

---

OSU anticipates issuing a contract similar to the sample contained in this Exhibit D which includes the statement of work and contractual terms and conditions.

- Remainder of the page intentionally left blank. -

**EXHIBIT D**  
**SAMPLE CONTRACT**

---



**Oregon State**  
**University**

**CONTRACT FOR THE PURCHASE OF  
RESIDENTIAL LANDSCAPE MAINTENANCE  
CONTRACT NO. 2023-011070**

This Contract is between Oregon State University for its Office of the President (“OSU”), and [Contractor’s name] (“Contractor”).

WHEREAS, OSU competitively solicited for the services outlined in this Contract under Invitation to Bid 2023-011070 number entitled Residential Landscape Maintenance and Contractor was selected as the Bidder best able to provide this service; and

WHEREAS, Contractor understands the requirements for the services outlined in this Contract, and is willing and able to provide, in accordance with the terms of this Contract, the services;

NOW, THEREFORE, OSU and Contractor agree as follows:

**1. CONTRACT TERM AND TERMINATION:**

**A. CONTRACT TERM.**

This Contract is effective on the date of last signature and expires two (2) years thereafter. OSU has the option to extend the term of this Contract for six (6) additional two (2) year terms based on the current terms and conditions. OSU may exercise this option to extend by providing written notice to Contractor prior to the expiration of the Contract.

**B. TERMINATION.**

This Contract may be terminated at any time by mutual consent of both parties or by OSU upon thirty (30) days' written notice. In addition, OSU may terminate this Contract at any time by written notice to Contractor if (a) Federal or state statutes, regulations or guidelines are modified or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract; (b) any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed; or (c) OSU fails to receive funding, appropriations, allocations or other expenditure authority as contemplated by OSU’s budget and OSU determines, in its assessment and ranking of the policy objectives explicit or implicit in OSU’s budget, that it is necessary to terminate the Contract, or (d) if the OSU program for which this Contract was executed is abolished.

OSU may also terminate this Contract at any time by written notice for default (including breach of contract) if (a) Contractor fails to timely provide services or materials called for by this Contract; or (b) Contractor fails to perform any of the other provisions of this Contract, or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms and conditions, and after receipt of written notice from OSU, fails to correct such failures within ten (10) days. Termination of this Contract under this Section or any other section is without prejudice to OSU’s other rights and remedies.

**EXHIBIT D**  
**SAMPLE CONTRACT**

---

**C. REMEDIES FOR CONTRACTOR'S DEFAULT.**

In the event Contractor is in default (which includes without limitation, incomplete services), OSU may, at its option, pursue any or all of the remedies available to it under this Contract and at law or in equity, including, but not limited to: (a) rejection of the services, (b) requiring Contractor to correct any defects without charge, (c) negotiation with Contractor to sell the services to OSU at a reduced price, (d) termination of the Contract, (e) withholding all moneys due for the services Contractor has failed to deliver within any scheduled completion dates or has performed inadequately or defectively, (f) initiation of an action or proceedings for damages, specific performance, or declaratory or injunctive relief, or (g) exercise of its right of set off. These remedies are cumulative to the extent the remedies are not inconsistent, and OSU may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

**2. STATEMENT OF WORK:**

**A. REQUIRED SERVICES, DELIVERABLES AND DELIVERY SCHEDULE.**

Contractor shall provide OSU with the following services during the Term of this Contract:

Weekly on-going landscape maintenance of the residence located at 3480 SW Western Boulevard, Corvallis, OR 97333 and shown in Attachment A to this contract.

**a. TURF MAINTENANCE**

**i. Mowing**

- Mow lawns weekly during the growing season (March through October) and as required during the winter months.
- Maintain consistent and uniform cutting height to prevent scalping or burn. Mowing height must be appropriate to the turf species.
- Collect and dispose of excessive grass clippings.
- Clean adjacent sidewalks and streets of clippings.
- Alternate mowing patterns each week to avoid creating ruts and compaction.

**ii. Edging**

- Edge all lawn edges along sidewalks, curbs, concrete slabs, tree circles, and bed edges during the active growing season (March through October) and as required for the remainder of the year to maintain a neat, clean appearance.
- Edging must be performed with a blade type mechanical edger. The cut edge should appear as a clean, straight line.
- A monofilament line trimmer must be used to trim around obstacles within the lawn area. Care must be taken to ensure that the bark of trees and shrubs are not damaged or stripped by the line trimmer.
- Lawn sprinkler heads must only be edged to allow for proper distribution of water.

**iii. Fertilization**

- Apply fertilizer one (1) time per year, either in the spring or fall, to maintain proper nutrient levels and provide a consistent, healthy appearance throughout the year. Fertilizer mix is at the Contractor's

## EXHIBIT D

### SAMPLE CONTRACT

---

discretion except that the fertilizer must not contain any phosphorous.

#### b. BED MAINTENANCE

##### i. Pruning/Trimming

- Prune and/or trim shrubs, roses, vines, perennials, grasses, and groundcover as necessary, and as appropriate for plant type, to maintain growth within space limitations, to maintain or enhance the natural growth habit, or to eliminate diseased or damaged growth. Some species must be trimmed appropriately to influence flowering and fruiting, or to improve vigor.
- Shrubs and roses must be pruned to conform with the design concept of the landscape. Individual shrubs must not be clipped into balled or boxed forms, except where specifically instructed.
- Vines must be pruned to control growth and direction, and must not be allowed to grow over windows, doors, or other structural features, unless already doing so, or as directed by the OSU Departmental Administrator.
- Trees should not be pruned or trimmed under this contract unless a limb prohibits performance of other duties outlined in this contract.

##### ii. Fertilization

- Apply fertilizer one (1) time per year in the spring to maintain proper nutrient levels and provide a consistent, healthy appearance throughout the year. Fertilizer mix is at the Contractor's discretion except that the fertilizer must not contain any phosphorous.

#### c. WEED CONTROL

##### i. General

- All areas must be kept free of weeds. Chemical and/or mechanical means may be used as appropriate however, Casoron may not be used.
- Contractor must provide the OSU Departmental Administrator with the labeling (MSDS) for each herbicide proposed before the product is applied.

##### ii. Lawns

- Spray broadleaf herbicide of all mowed lawn areas as needed, but no less than one (1) time per year.

##### iii. Beds

- Monitor and remove weeds, litter, and debris from beds weekly throughout the active growing season (March through October) and as needed for the remainder of the year.

##### iv. Hardscapes

- Weeds must not be allowed to grow in paved areas such as driveways, walks, curbs, gutters, etc. Weeds may be removed manually or sprayed with herbicide. Dead weeds must be removed from the paved areas.

#### d. IRRIGATION

i. Irrigation scheduling, monitoring and maintenance will be performed by contractor.

ii. The irrigation system must be scheduled and monitored at an appropriate seasonal schedule to maintain the growth, health, and vigor of all turf areas and landscape plant materials.

**EXHIBIT D**  
**SAMPLE CONTRACT**

---

- iii. In the spring when the rainfall has ceased to a point that water is necessary, contractor will turn on the irrigation system. In the fall when enough rainfall has occurred, the contractor will turn off the irrigation system until it is necessary to water again. A properly adjusted automatic rain shut off device may be used for this purpose.
- iv. Oregon State University will be responsible for irrigation back flow start up and shut down each year.

**e. DEBRIS REMOVAL**

- i. All hard surfaces must be swept or blown off with a power blower on a weekly basis.
- ii. Litter and trash including leaves, rubbish, paper, bottles, cans, rocks, gravel, and other debris must be removed from all areas on a weekly basis.
- iii. All refuse resulting from the maintenance operation of properties must be disposed of at Oregon State University Facilities dumps located near the intersection of Washington and 35th. Contact Todd Cross at (541) 737-6741 for access to the location.

**f. EXTRA WORK**

- i. Oregon State University's departmental administrator may request extra work on an as needed basis. Contractor will complete additional work at an hourly rate of \$\_\_\_\_\_ with materials at cost plus \_\_\_% markup.

**B. ACCEPTANCE OF SERVICES.**

Services furnished under this Contract are subject to acceptance by OSU. If OSU finds services furnished to be incomplete or not in compliance with the Contract, OSU, at its sole discretion, may either reject the services, require Contractor to correct any defects without charge, or negotiate with Contractor to reduce the price, whichever OSU deems appropriate under the circumstances. If Contractor is unable or refuses to cure any defects within a time deemed reasonable by OSU, OSU may pursue any of the remedies for Contractor's default detailed in that Section above.

**C. BUSINESS REVIEWS.**

Contractor will participate in Business Reviews as requested by OSU Procurement, Contracts, and Materials Management. Business Reviews will be scheduled by the Contract Administrator in OSU Procurement, Contracts, and Materials Management and will include attendance by OSU representatives, and Contractor's Regional Representatives. The reviews may include discussion of Contract terms and conditions, work performed under the Contract, financial data, proposal of Contract improvements for increased service or lower costs, and any potential changes to the Contract.

**3. COMPENSATION:**

The total amount available for payment to Contractor and for authorized reimbursement to Contractor is \$[insert total amount of contract].

**A. PAYMENT FOR SERVICES.**

OSU shall pay Contractor \$[insert fixed price] per year, payable in equal monthly installments of \$[insert fixed price], for completing all services required under this



## EXHIBIT D SAMPLE CONTRACT

---

Contract.

For additional optional services, OSU shall pay Contractor \$[insert hourly rate] per hour up to but not in excess of \$[insert maximum amount] for completing all services required under this Contract.

**B. EXPENSE REIMBURSEMENT.**

OSU will not reimburse Contractor for any expenses under this Contract.

**C. INVOICES AND PAYMENT TO CONTRACTOR.**

Contractor shall send invoices to OSU for services completed and accepted by OSU. Contractor shall include in each invoice:

- g. The Contract number;
- h. A description of services performed, including the dates services were performed, all deliverables delivered during the period of the invoices, the rate(s) for services performed, and the total cost of services;
- i. The total amount due and the payment remittance address.

Contractor shall send all invoices to OSU's Department Administrator or to the Department to which the services were provided if a Department Administrator is not specified.

OSU shall pay Contractor for services performed at the prices and rates specified herein. Contractor shall look solely to OSU for payment of all amounts OSU owes to Contractor. Payment of OSU contracts is normally made within 30-45 days following the date the invoice is received. After 45 days, Contractor may assess overdue account charges up to a maximum of two-thirds of one percent (2/3 of 1%) per month or eight percent (8%) per annum on the outstanding balance pursuant to ORS 293.462.

**D. PRICE ESCALATION.**

Pricing must remain the same throughout the initial term of the Contract. Contractor may negotiate pricing for subsequent extension terms after the initial term. Contractor shall submit in writing any proposed increase in pricing to OSU for consideration at least sixty (60) days prior to the expiration of the Contract. Price increases accepted by OSU will remain the same for the entirety of the extended term.

**4. INSURANCE:**

**A. GENERAL LIABILITY INSURANCE.**

Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Contract, Commercial General Liability Insurance, including Products and Completed Operations coverage, with minimum limits of \$2,000,000 per occurrence and \$4,000,000 aggregate. Such insurance policy is to be issued by an insurance company authorized to do business in the State of Oregon with an A.M. Best rating of at least A-VII, or such other insurance carrier approved in writing, in advance, by OSU. OSU and its officers, board members, employees, and agents shall be included as additional insured in said insurance policy to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this

**EXHIBIT D**  
**SAMPLE CONTRACT**

---

Contract.

**B. AUTOMOBILE LIABILITY INSURANCE.**

Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this contract, Automobile Liability Insurance. This coverage can be provided by combining the Automobile Liability Insurance with the General Liability Insurance. Coverage limits shall not be less than \$2,000,000 combined single limit per occurrence.

**C. PROPERTY INSURANCE.**

The Contractor must maintain Property Insurance during the term of the Contract that covers all property used for Contract work and all Contractor-owned property that is stored at OSU.

**D. PRIMARY COVERAGE.**

Insurance carried by Contractor under this Contract must be the primary coverage and non-contributory.

**E. SUBCONTRACTORS**

If Contractor enters into subcontracts for any services to be provided by Contract to OSU, Contractor shall require that all subcontractors maintain insurance meeting all the requirements stated in section 4.

**F. WORKERS' COMPENSATION.**

The Contractor, its subcontractors, if any, and all employers providing work, labor or materials under this Contract are subject employers under the Oregon Workers' Compensation law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers, unless such employees are exempt under ORS 656.126.

**G. CERTIFICATES OF INSURANCE.**

As evidence of the insurance coverages required by this Contract, the Contractor shall furnish Certificate(s) of Insurance and any applicable endorsements to the OSU Contract Administrator, upon request. The Certificate(s) will specify all of the parties who are Additional Insureds. Contractor shall be financially responsible for all deductibles, self-insured retentions and/or self-insurance included hereunder.

**H. NOTICE OF CANCELLATION OR CHANGE.**

Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to OSU, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to OSU. If any insurance company refuses to provide the required notice, the Contractor or its insurance broker shall notify OSU of any cancellation, suspension, non-renewal of any insurance within seven (7) days of receipt of insurers' notification to that effect.

**5. INDEMNIFICATION:**

**A. INDEMNITY.**

**EXHIBIT D**  
**SAMPLE CONTRACT**

---

- a. Contractor shall indemnify, hold harmless and, not excluding OSU's right to participate, defend OSU and its officers, board members, employees, agents and other representatives from and against all liabilities, claims, actions, damages, losses, or expenses, including without limitation reasonable attorneys' fees and costs, that: (i) are caused or alleged to be caused, in whole or in part, by the negligence, omissions, wrongful acts or willful misconduct of the Contractor or any of its officers, directors, agents, employees, or subcontractors, or (ii) alleging Contractor's services, information or materials supplied by Contractor to OSU under this Contract, or OSU's use of any of the foregoing infringes on any patent, copyright, trade secret, trademark, or other proprietary right of a third party.

**B. DEFENSE.**

- a. Contractor shall have control of the defense with counsel reasonably acceptable to OSU, except that: (i) OSU may join the defense with its own counsel and at its own expense if OSU determines there is a conflict of interest or there is an important government principle at issue, and (ii) OSU'S consent is required for any settlement that requires OSU to pay any money, does not release OSU from all liability from the claim, or adversely affects OSU's interest.

**6. LAWS AND POLICIES:**

**A. APPLICABLE LAW; JURISDICTION AND VENUE.**

- a. The laws of the State of Oregon (without giving effect to its conflict of laws principles or laws) govern all matters arising out of or relating to the Contract, including, without limitation, its validity, interpretation, construction, performance or enforcement. Any party bringing a legal action or proceeding against the other party arising out of or relating to this Contract shall bring the legal action or proceeding in the Circuit Court of Oregon for Benton County.
- b. Notwithstanding paragraph (a), if a legal action or proceeding must be brought in a federal forum, the party shall bring the legal action or proceeding in the United States District Court for the District of Oregon. This paragraph does not authorize Contractor to bring a legal action or proceeding against OSU in a federal forum except to the extent Congress has validly abrogated OSU's sovereign immunity. This paragraph is also not a waiver by OSU of any form of immunity, including without limitation sovereign immunity and immunity based on the Eleventh Amendment to the United States Constitution.
- c. Except as set forth in paragraph (b), the parties consent to in personam jurisdiction in the above courts and waive any objection to venue and any objection that the forum is inconvenient.

**B. COMPLIANCE WITH APPLICABLE LAWS AND POLICIES.**

- a. The parties shall at all times comply with all applicable federal, state and local laws, regulations, executive orders and ordinances pertaining to their respective businesses, products or services, employment obligations, and the subject matter of this Contract. The parties shall at all times comply with all applicable standards and policies of OSU, including without limitation any such laws or regulations regarding employment discrimination. If this Contract is being funded with federal funds, Contractor agrees to comply with all applicable federal contracting statutes,

## EXHIBIT D SAMPLE CONTRACT

---

regulations and policies.

- b. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Paragraphs 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g; (x) the Health Insurance Portability and Accountability Act requirements noted in OAR 125-055-0115; (xi) the Oregon Consumer Identity Theft Protection Act, ORS 646A.600-646A.628; (xii) all regulations and administrative rules established pursuant to the foregoing laws; and (xiii) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated.

### C. PUBLIC RECORDS LAW NOTICE.

OSU advises Contractor that information OSU receives may be subject to public inspection under Oregon Public Records Law (ORS 192.311 to 192.478).

### D. SAFETY AND HEALTH REQUIREMENTS/HAZARD COMMUNICATION.

Services supplied under this Contract shall comply with all federal Occupational Safety and Health Administration (OSHA) requirements and with all Oregon safety and health requirements, including those of the State of Oregon Workers' Compensation Division. Contractor shall notify OSU prior to using products containing hazardous chemicals to which OSU employees may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon OSU's request, Contractor shall immediately provide Material Safety Data Sheets, as required by OAR ch. 437, for the products subject to this provision.

### E. FIREARMS POLICY.

OSU has adopted a policy that prohibits Contractor and Contractor's employees, agents, and subcontractors from possessing firearms on OSU property.

### F. PARKING.

Contractors doing business on the OSU campus may be required to have a permit to park if utilizing restricted street parking or parking lots. Contractor parking permits may be obtained through OSU's Office of Transit & Parking Services.

### G. SECURITY/BACKGROUND CHECKS

The OSU facilities in which work performed under this Contract is performed are designated as critical, occupied or security sensitive facilities. Thus, Contractor shall conduct criminal background checks, including sex offender registration checks, (for both: Oregon at a minimum and national for Contractor employees that formerly lived outside of the state of Oregon) on each Contractor employee and agent with

## EXHIBIT D

### SAMPLE CONTRACT

---

satisfactory results before referral or placement at any OSU work location. The Contractor shall also conduct drug and alcohol testing of each Contractor employee and agent with satisfactory results before referral or placement at any OSU work location. Contractor must perform the criminal background checks and drug and alcohol testing within the 12 months immediately preceding referral or placement at any OSU work location.

Disqualifying crimes may include: 1) felony convictions of any kind within the last 8 years, 2) all crimes involving weapons or any kind ever committed, 3) all person to person crimes involving physical injury to another person ever committed, 4) sexual offenses of any kind ever committed, including stalking, and 5) child abuse, molestation, child pornography or other crimes involving child endangerment, including neglect and abandonment of any kind ever committed.

Contractor shall require Contractor's employees and agents to self-disclose to Contractor any new convictions that occur within three business days of the conviction and Contractor shall reassess the individual's assignment under this Contract.

OSU, at its discretion, may require Contractor to reassign a Contractor employee or agent to no longer perform work under this Contract or for OSU if, at any time, OS believes that the Contractor employee or agent may create a danger to health or safety of the campus community.

Contractor is solely responsible for complying with all applicable federal, state or local laws, rule, and regulations, including but not limited to the Fair Credit Reporting Act and equal opportunity laws and regulations, when conducting background checks. The costs and Fair Credit Reporting Act obligations for criminal background checks and drug and alcohol testing are the responsibility of Contractor.

Contractor shall require Contractor's subcontractors and agents providing services under this Contract to comply with this provision. OSU may audit Contractor's background checks and drug and alcohol testing processes at any time to ensure compliance with this section. Failure of Contractor to comply with this section is a material breach of the Contract and may result in OSU seeking monetary damages or pursue other remedies, Contractor termination by OSU without further liability or obligation, or both. Contractor shall indemnify, defend and hold harmless OSU and its directors, agents, trustees and employees from all claims, suits, and actions arising out of or related to any and all claims relating to the conducting of such checks and testing and any adverse action that may be taken as a result of such checks and testing.

#### H. SEXUAL HARASSMENT POLICY.

OSU has policies that prohibit sexual harassment of members of the OSU community and in keeping with those policies Contractor and Contractor's employees, agents, and subcontractors are prohibited from engaging in sexual harassment of members of the OSU community.

#### I. SMOKING POLICY.

OSU has a policy that prohibits Contractor and Contractor's employees, agents, subcontractors from smoking on the OSU campus or other OSU owned property. The

**EXHIBIT D**  
**SAMPLE CONTRACT**

---

smoking prohibition includes all indoor and outdoor spaces.

J. WEBSITE ACCESSIBILITY.

If Contractor is designing or developing web page(s) for OSU under this Contract, Contractor shall design and develop (as applicable) the web page(s) in conformance with OSU's Policy on Information Technology Accessibility available at <http://oregonstate.edu/accessibility/ITpolicy>.

**7. GENERAL TERMS AND CONDITIONS:**

A. ORDER OF PRECEDENCE.

In the event of a conflict, all the terms and conditions of this Contract, its exhibits, and any amendments thereto supersede all terms and conditions on any forms used by the Contractor.

B. NO THIRD PARTY BENEFICIARY.

OSU and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third parties

C. ASSIGNMENT/SUBCONTRACT/DELEGATION.

Contractor shall not assign, subcontract, delegate or otherwise transfer any of its rights or obligations under this Contract, without the prior written approval of OSU. Any assignment of rights or delegation of duties is prohibited under this Section, whether by merger, consolidation, dissolution, operation of law or any other manner. Any purported assignment of rights or delegation of duties in violation of this Section is void. OSU's consent to delegation does not relieve Contractor of any of its performance obligations.

D. WAIVER.

No waiver of an obligation under this Contract is effective unless it is in writing and signed by the party granting the waiver. No failure or delay in exercising any right or remedy, or in requiring the satisfaction of any condition under this Contract operates as a waiver or estoppel of any right, remedy or condition.

E. ACCESS TO RECORDS AND AUDIT.

Contractor shall maintain accurate books, records, documents, and other evidence (collectively, "Records") following accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. Contractor shall permit OSU and the federal government and their respective duly authorized representatives to have access to the Records that are directly pertinent to this Contract for the purpose of conducting an audit, or other examination, or for creating excerpts or transcripts. Contractor shall maintain Records for OSU's review for at least six years beyond the term of the Contract. Contractor shall promptly remedy any discrepancies involving deviation from the terms of this Contract and shall promptly reimburse OSU for any commitments or expenditures found by OSU to have been in excess of amounts authorized by OSU under this Contract.

**EXHIBIT D**  
**SAMPLE CONTRACT**

---

OSU shall have the right to an independent third-party audit of the Contractor's records associated with or related to the goods or services provided for under this Contract. OSU may request an independent third-party audit no more than one time per calendar year. OSU will determine the time-period that will be the subject of the audit. However, the entire term of the Contract, including the original term and any subsequent renewals or extensions, may be the subject of the independent third-party audit at any time. Contractor shall bear the full cost of such independent third-party audit.

**F. GOVERNMENT EMPLOYMENT STATUS.**

Contractor certifies that either (a) it is not currently employed by OSU or the federal government; or (b) if Contractor is so employed, Contractor has fully disclosed to OSU in writing such employment status, is in full compliance with any statutes, regulation, and OSU or the federal government policies regarding employee contracting, and agrees to indemnify and hold harmless OSU for any failure by Contractor to comply with such statutes, regulations, or policies.

**G. INDEPENDENT CONTRACTOR STATUS.**

The services to be rendered under this Contract are those of an independent contractor. OSU reserves the right (a) to determine and modify the delivery schedule for the services and (b) to evaluate the quality of the services; however, OSU may not and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the services. Contractor is not an officer, employee or agent of OSU as those terms are used in ORS 30.265. Contractor has no authority to act on behalf of OSU and shall not purport to make any representation, contract, or commitment on behalf of OSU.

**H. NOTICE.**

- a. A party giving or making any notice, request, demand or other communication (each a "Notice") pursuant to this Contract shall give the Notice in writing and use one of the following methods of delivery: personal delivery, United States Postal Service Registered or Certified Mail (return receipt requested and postage prepaid), overnight courier (with all fees prepaid), facsimile or e-mail to the other party's address as listed on the signature page of this Contract. Notice to OSU is to be delivered to the Contract Administrator and Departmental Administrator except where this Contract expressly directs or permits delivery of Notice to a different Department.
- b. Notice is effective: (i) if given by facsimile, upon receipt by the sending party of an appropriate facsimile confirmation; (ii) if given by e-mail, by confirmation of receipt by return e-mail, which is not satisfied by an automatically-generated message that the recipient is out of the office or otherwise unavailable; or (iii) if given by any other means, when delivered at the address specified in this Section.

OSU Contract Administrator  
OSU PCMM  
ATTN: 2023-011070 Contract Administrator  
644 SW 13<sup>th</sup> Street  
Corvallis, OR 97333  
Telephone: (541) 737-4261

and: OSU Departmental Administrator  
Shari Brumbach  
[Title]  
[Address]  
[City, State, Zip]  
Telephone: [Phone Number]

**EXHIBIT D**  
**SAMPLE CONTRACT**

---

Fax: (541) 737-2170  
E-mail: [pacs@oregonstate.edu](mailto:pacs@oregonstate.edu)

Fax: [Fax Number]  
E-mail: [E-Mail Address]

CONTRACTOR Contract Administrator

[Name]  
[Title]  
[Address]  
[City, State, Zip]  
Telephone: [Phone Number]  
Fax: [Fax Number]  
E-mail: [E-Mail Address]

I. OSU NAME AND TRADEMARK.

Contractor shall not identify this Contract, nor use OSU's names, trademarks, service marks, or other proprietary marks in any of Contractor's marketing material, advertising, press releases, publicity matters or other promotional materials without the prior written consent of OSU, which consent may be withheld in OSU's sole discretion.

J. RECYCLED PRODUCTS.

Contractors will use recycled products, as defined in ORS 279A.010(1)(ii), to the maximum extent economically feasible in the performance of the Contract.

K. SALES AND USE TAXES.

OSU shall pay all applicable sales, excise, or use taxes in connection with this Contract. Invoices shall separately identify all such taxes and shall include either Contractor's sales tax or use tax permit number. Contractor shall be responsible for all other taxes, including taxes based upon Contractor's income. Contractor shall indemnify, defend, and hold harmless OSU from and against any interest, penalties, or other charges resulting from the non-payment or late payment of taxes or other charges for which Contractor failed to invoice OSU or which Contractor otherwise failed to pay in a timely manner.

L. FORCE MAJEURE.

Neither party is responsible for delay caused by an act or event that prevents the party from performing its obligations under this Contract where such cause is beyond the party's reasonable control and the nonperforming party has been unable to avoid or overcome the act or event by the exercise of due diligence. Such acts or events include without limitation fire, riot, acts of nature, pandemic, epidemic or other health emergency as declared by the health authority, terrorist acts, or other acts of political sabotage or war. Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay and shall, upon cessation of the cause, diligently pursue performance of its obligations under this Contract. However, if delay due to a force majeure event continues for an unreasonable time, as determined by OSU, then OSU is entitled to terminate the Contract.

M. EXECUTION AND COUNTERPARTS.

This Contract may be executed by facsimile or PDF and in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.



**EXHIBIT D**  
**SAMPLE CONTRACT**

---

**N. SURVIVAL.**

The terms and conditions of this Contract that by their sense and context are intended to survive termination or expiration hereof shall so survive.

**O. SEVERABILITY.**

If any provision of this Contract is determined to be invalid, illegal or unenforceable, the remaining provisions of this Contract remain in full force and effect if the essential terms and conditions of this Contract for both parties remain valid, legal and enforceable.

**P. MERGER.**

This Contract, including all documents referred to herein and attached hereto, constitutes the entire agreement between the parties and supersedes all prior representations, understanding and agreements between the parties. It is the complete and exclusive expression of the parties' agreement on the matters contained in this Contract. No amendment, consent, or waiver of terms of this Contract shall bind either party unless it is in writing and signed by authorized representatives of each of the parties. Any such amendment, consent, or waiver is effective only in the specific instance and for the specific purpose given.

**8. CERTIFICATIONS AND SIGNATURES:**

This Contract must be signed by an authorized representative of Contractor. The undersigned certifies under penalty of perjury both individually and on behalf of Contractor that:

- A. The undersigned is a duly authorized representative of Contractor, has been authorized by Contractor to make all representations, attestations, and certifications contained in this Contract and to execute this Contract on behalf of Contractor and that this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms;
- B. Contractor is not a contributing member of the Public Employees' Retirement System and will be responsible for any federal or state taxes applicable to payment under this Contract. Contractor will not, by virtue of this Contract, be eligible for federal Social Security, employment insurance, workers' compensation or the Public Employees' Retirement System, except as a self-employed individual.

Each of the parties has caused its duly authorized representative to execute this Contract on the date set forth in its respective signature block below.

**CONTRACTOR:**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT D**  
**SAMPLE CONTRACT**

---

**OSU:**

Signature: \_\_\_\_\_

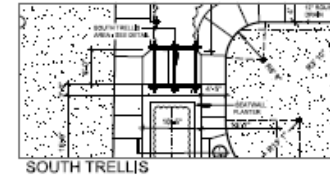
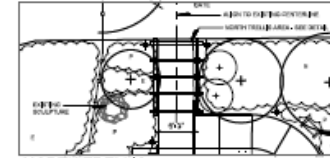
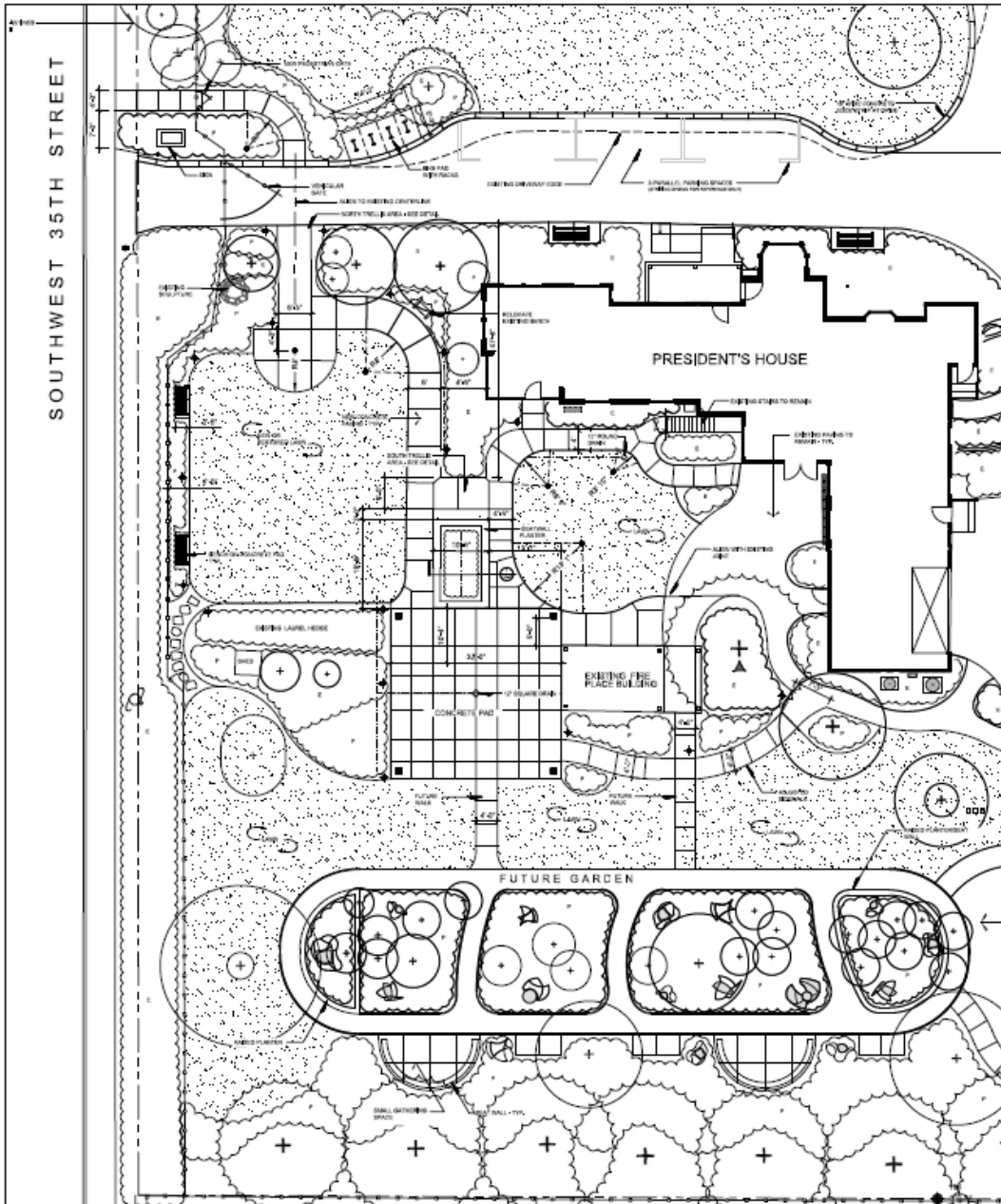
Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

EXHIBIT D  
SAMPLE CONTRACT

ATTACHMENT A

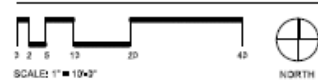


- POINT OF BEGINNING
- COORDINATES
- RADIUS DIMENSION
- EX. DECIDUOUS TREE TO REMAIN
- EX. SHRUB TO REMAIN
- EXISTING CONCRETE TO REMAIN
- SHRUB BEDDING AND PROPOSED
- LAWN
- NEW CONCRETE PAVEMENT WITH EXISTING LAYOUT TO MATCH THE PLAN UNLESS APPROVED BY OWNER
- EXISTING CONCRETE TO REMAIN
- BEND (IF LENGTH)
- LETTER RECEPTACLE
- TREE UPLIGHTING
- 
- STOPPING STONES, TO BE APPROVED
- EXISTING FENCE

**LAYOUT NOTES:**

1. CONTRACTOR SHALL BE PROVIDED WITH A SUFFICIENT FILE FOR LAYOUT PURPOSES. CITY WILL SUPPLY SURVEY POINTS AND SET POINTS FOR PROJECT STAKES OR MARKERS AND APPROVED LAYOUT. CONTRACTOR TO VERIFY SURVEY POINTS FROM THE BUREAU.
2. ALL LANDSCAPE ARCHITECTURE SYMBOLS AND NOTATION TO BE IDENTICAL TO THE ORIGINAL LAYOUT DRAWING OR OTHER DRAWING.
3. ALL DIMENSIONS SHALL BE IN FEET AND INCHES UNLESS OTHERWISE NOTED.
4. CONTRACTOR SHALL VERIFY ON SITE LAYOUT OF ALL SPACES AND MAKE AREA TO BE APPROVED BY OWNER PRIOR TO CONSTRUCTION.
5. LANDSCAPE ARCHITECTURE SHALL BE RESPONSIBLE TO OBTAIN ALL PERMITS, ETC. TO LOCATE AND VERIFY ALL EXISTING UTILITIES AND RECORD THEM ON THE PLAN AND VERIFY WITH A PROFESSIONAL ENGINEER AND RECORD AS REQUIRED.
6. CONTRACTOR TO OBTAIN ALL NECESSARY PERMITS AND RECORDS AND VERIFY ALL EXISTING UTILITIES AND RECORD THEM ON THE PLAN AND VERIFY WITH A PROFESSIONAL ENGINEER AND RECORD AS REQUIRED.

AREA 2 LAYOUT PLAN



4700 NW 24th Street  
Eugene, Oregon 97401  
P 541.253.0933  
F 541.253.8183  
www.DLAlandscape.com



Client / Consultant  
OSU Trustees

OSU President's Residence  
Oregon State University  
3400 SW Watson Blvd, Corvallis, OR 97331

Date:	10/12/2020
Drawn by:	DLA
Checked by:	GAB
Scale:	Best Text

Revisions:	
1	DLA
2	DLA
3	DLA

**LA-4**  
SCALE: 1" = 10'-0"