



# Oregon State University

## HINSDALE LAB ADDIITONS CONSTRUCTION SERVICES

### REQUEST FOR PROPOSAL (RFP) #2024-015250

#### ADDENDUM NO. 1

ISSUE DATE: May 10, 2024

#### CONTRACT ADMINISTRATOR:

Matt Hausman, Construction Contracts Officer

**Construction Contracts Administration**

**Email:** [ConstructionContracts@oregonstate.edu](mailto:ConstructionContracts@oregonstate.edu)

This Addendum is hereby issued to inform you of the following revisions and or clarifications to the above-referenced Solicitation and/or the Contract Documents for the Project, to the extent they have been modified herein. Any conflict or inconsistency between this Addendum and the Solicitation Document or any previous addenda will be resolved in favor of this Addendum. Proposals shall conform to this Addendum. Unless specifically changed by this Addendum, all other requirements, terms and conditions of the Solicitation Document and or Contract Documents, and any previous addenda, remain unchanged and can be modified only in writing by OSU. The following changes are hereby made:

#### EXHIBITS:

Item 1 Included with this addendum is a Revised Exhibit 2 (Sample Public Improvement Agreement) which shall replace Exhibit 2 from the original RFP. A Liquidated Damages clause has been added with the Liquidated Damages amount set at \$675/day for failure to meet the Substantial and/or Final Completion dates.

END OF ADDENDUM NO. 1

**OREGON STATE UNIVERSITY  
PUBLIC IMPROVEMENT CONTRACT**

**#  
PROJECT NAME**

This Public Improvement Contract for the \_\_\_\_\_ (the "Contract"), made by and between Oregon State University, hereinafter called OWNER, and \_\_\_\_\_ hereinafter called the CONTRACTOR (collectively the "Parties"), shall become effective on the date this Contract has been signed by all the Parties, whichever is later.

**1. Contract Price, Contract Documents and Work.**

The CONTRACTOR, in consideration of the sum of \$\_\_\_\_\_ (the "Contract Price"), to be paid to the CONTRACTOR by OWNER in the manner and at the time hereinafter provided, and subject to the terms and conditions provided for in the Instructions to Bidders and other Contract Documents (as defined in the Oregon State University General Conditions referenced within the Instructions to Bidders), all of which are incorporated herein by reference, hereby agrees to perform all Work described and reasonably inferred from the Contract Documents. The Contract Price is the amount contemplated by the Base Bid as indicated in the accepted Bid.

Also, the following documents are incorporated by reference in this Contract and made a part hereof if checked for inclusion [X]:

[ ] (RESERVED)

**2. Representatives.**

CONTRACTOR has named **(Insert Name)** its' Authorized Representative to act on its behalf. OWNER designates, or shall designate, its Authorized Representative as indicted below (check one):

A. [ ] Unless otherwise specified in the Contract Documents, the OWNER designates **(Insert Name)** as its Authorized Representative in the administration of this Contract. The above-named individual shall be the initial point of contact for matters related to Contract performance, payment authorization, and to carry out the responsibilities of the OWNER.

B. [X] Name of OWNER'S Authorized Representative shall be submitted by OWNER in a separate writing.

**3. Contract Dates.**

COMMENCEMENT DATE: Within \_\_\_\_\_ days of the execution of the Contract ("Execution"). Or certain date.

SUBSTANTIAL COMPLETION DATE: Within \_\_\_\_\_ days of the execution of the Contract ("Execution"). Or certain date.

FINAL COMPLETION DATE: Within \_\_\_\_\_ days of the execution of the Contract ("Execution"). Or certain date.

#### 4. Liquidated Damages

If the Project fails to be Substantially Complete until after the Substantial Completion Date applicable to such Work or fails to reach Final Completion until after the Final Completion Date applicable to such Work, Contractor shall pay to Owner by offset from the unpaid amount of the Contract Sum or by direct payment, if there remains insufficient unpaid Contract Sum funds to offset, the per diem liquidated damages amount of \$675/day for all such days (the "Liquidated Damages"). Liquidated Damages shall be payable upon demand at the time they accrue.

It is understood and agreed by the Parties:

- (a) Owner will be damaged if Contractor fails to meet its obligations under the Contract Documents, including those pertaining to the Project Schedule and Construction Schedules;
- (b) it will be impracticable or extremely difficult to determine Owner's actual damages resulting from Contractor's breach of the Contract Documents, including the Project Schedule and Construction Schedules;
- (c) Liquidated Damages payable under this Agreement are not a penalty and are instead a fair and reasonable estimate of compensation for the losses that Owner reasonably anticipates under the circumstances of the Project.
- (d) Substantial and/or Final Completion will be extended for any Owner caused delays.

Liquidated Damages paid in accordance with this Agreement shall be the sole and exclusive measure of damages in the event Contractor fails to achieve Substantial Completion on or before the Substantial Completion Date or Final Completion on or before the Final Completion Date. However, Liquidated Damages are intended only to cover damages Owner suffers due to delay and do not cover the cost of completion of the Work or other damages, including due to Defective Work.

#### 5. Integration

The Contract documents constitute the entire agreement between the parties. There are no other understandings, agreements or representations, oral or written, not specified herein regarding this Contract. CONTRACTOR, by the signature below of its authorized representative, hereby acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.

**In witness whereof**, Oregon State University executes this Contract and the CONTRACTOR does execute the same as of the day and year indicated below.

CONTRACTOR DATA:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CONTRACTOR FEDERAL ID # \_\_\_\_\_

CONTRACTOR CCB # \_\_\_\_\_

*[Payment information will be reported to the IRS under the name and taxpayer ID # provided above. Information must be provided prior to contract approval. Information not matching IRS records could subject Contractor to 31 percent backup withholding.]*

CONTRACTOR SIGNATURE

By \_\_\_\_\_  
Name/Title Date

Oregon State University

By \_\_\_\_\_  
Date  
Burce Daley  
Associate Vice President  
University Facilities, Infrastructure and Operations

SAMPLE