



Oregon State University

COMPREHENSIVE RESERVE **REQUEST FOR PROPOSAL (RFP) #2026-019779**

MEMORIAL UNION (MU) LANES & GAMES RESTROOM RENEWAL CONSTRUCTION SERVICES

ADDENDUM NO. 1

ISSUE DATE: November 23, 2025

CONTRACT ADMINISTRATOR:

Matt Hausman, Construction Contracts Officer

Construction Contracts Administration

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This Addendum is hereby issued to inform you of 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:

QUESTION/ANSWER

Item 1 SEE ATTACHED

END OF ADDENDUM NO. 1

MU LnG Restroom - RFP Questions/Responses	
1	As part of the proposal response, it is the assumption that the project is also hard bidding based on the 20-point scoring criteria and the bid form provided. Please confirm if this is the correct interpretation. Correct, see NOTE in Sec. 7.8.5
2	Who is the manufacturer of the existing fire alarm system? Make & model? The existing fire alarm system is Simplex 4100ES.
3	What is the make & model of the existing lighting control system that is noted to be re-programmed on sheet E1.10, note 4? The existing lighting control system is Greengate ControlKeeper.
4	Are bidders to exclude providing & installing low voltage devices & wiring per sheet notes 7 & 11 on sheet E1.10? "Device and wiring by others". For the purpose of Division 27 – Communications work, exclude devices and wiring. Other Division 27 items indicated in the drawings including pathway remain within the bid scope. Devices and wiring under other sections, such as Division 26 - Lighting and Division 28 - Electronic Safety and Security, are not affected by this clarification.
5	Pg. AD6.01 Picture 3 Mentions to see the plumbing demo page for what to do with the existing hand sink. Nothing is mentioned about hand sink, whether removing completely and capping, reinstalling, or relocating. Please release an addendum addressing what to do with this sink and its plumbing. The hand sink is indicated dashed and within the hatched demo area on sheet PD1.10. Refer to keynotes #8 and #7.
6	Will there be a location near the project site for parking and material staging/storage? Parking is not provided by OSU, Contractor to purchase through OSU Transportation office. There is limited area for material staging/storage, though some of the interior space within Lanes & Games area (excluding the bowling lanes) might be used if mutually agreed during construction. Exterior space is limited as the Memorial Union building and space around it will be in use during the construction period. Any potential use of exterior space to be discussed during preconstruction meeting and mutually agreed.
7	What line is the sewage ejector being tied onto? It doesn't appear that it's shown or stated on the plans. Refer to P1.0. See keynote #11 indicating where/what line the pumped waste line from sewage ejector is tied connecting to.
8	A1.30 and the Finish schedule indicate new rubber risers and treads, however, AD1.10 and AD.601 do not indicate any demolition at the short stairs. Please confirm if the stair treads are to be demo'd and new stair treads installed Remove stair finishes on the treads and risers and prepare substrate for new finishes indicated.
9	Contract language conflicts with Oregon Prompt Payment Law (ORS 279C.570 Prompt payment policy): "The interest shall commence 30 days after receipt of the invoice from the contractor or 15 days after the payment is approved by the contracting agency, whichever is the earlier date." We request the City of Salem adjust the contract language to meet the Oregon law stated above. Contract language is in compliance with ORS 701.625
10	Without a defined Liquidated Damages clause, the Contractor could be exposed to uncapped "actual damages" for delays, and the absence of a Limitation of Liability clause further exacerbates this risk by not setting a ceiling on potential financial exposure. This creates significant uncertainty regarding the financial risk associated with project delays. Proposed Solution/Question: To provide clarity and a predictable framework for both parties, we propose the introduction of a Liquidated Damages clause for project delays. This would establish a predetermined, reasonable amount of damages payable for each day of delay, thereby limiting the Contractor's exposure to potentially extensive and undefined actual delay damages. Please advise on OSU's position regarding the inclusion of a Liquidated Damages clause and/or a Limitation of Liability clause to address this identified risk. Terms and Conditions are non-negotiable on a Reserve solicitation
11	The Contract Documents do not contain an overall limitation of liability provision (cap on liability) for either the Owner or the Contractor, there is no general cap on total liability for either party. Contractor's Suggested Resolution: We request clarification on the Owner's intent regarding an overall limitation of liability. We propose an amendment to the Contract Documents to include a mutual overall cap on liability for both parties, or request guidance on how the Owner intends for this undefined risk to be managed. Terms and Conditions are non-negotiable on a Reserve solicitation
12	The provided Contract Documents do not contain a mutual waiver of consequential damages. Please clarify Oregon State University's intent regarding consequential damages for this Project. Will a mutual waiver of consequential damages be incorporated into the final contract? See proposed language. "Notwithstanding any provision to the contrary, the Contractor and Owner waive claims against each other for consequential damages arising out of or relating to this Agreement. This mutual waiver includes, but is not limited to: (i) damages incurred by the Owner (which for purposes of this waiver includes any related or affiliated person or entity) for rental expenses, for losses of use, for loss of income, revenue or profit, for financing costs or loss of financing, for impact to business and reputation, for additional taxes, interest, penalties and insurance, for diminution in value of property, for loss of management or employee productivity or of the services of such persons, and for any third party claims involving damages incurred by any third party which would be considered consequential damages hereunder or liquidated damages arising from or in connection with any agreements or contracts the Owner has with such third parties; and (ii) damages incurred by the Contractor for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the services provided pursuant to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages regardless of cause and applies to any claim regardless of whether arising in tort, contract, default, warranty, indemnity or otherwise, or due to termination of this Agreement." Terms and Conditions are non-negotiable on a Reserve solicitation
13	The indemnification clause in Section G.1.2 of the General Conditions is broad in scope, and is not limited to third-party claims for bodily injury (including death) or damage to property. Proposed Solution/Question: To align the indemnification clause with common construction industry standards and to provide a more equitable allocation of risk, we propose modifying the language in Section G.1.2 of the General Conditions. We request that the indemnification obligation be explicitly limited to third-party claims for bodily injury (including death) or damage to property, to the extent caused by the negligence or wrongful conduct of the Contractor or its subcontractors. Please advise on OSU's willingness to modify the contract language in Section G.1.2 to address this concern and provide a more defined scope for the indemnification clause. Terms and Conditions are non-negotiable on a Reserve solicitation