



Oregon State University

REQUEST FOR PROPOSAL (RFP) #2026-020594

MASTER CONTRACT FOR
OREGON STATE UNIVERSITY COMMENCEMENT

ISSUE DATE: December 30, 2025

NON-MANDATORY PRE-PROPOSAL
CONFERENCE:

JANUARY 8, 2026, 11:00 A.M. PACIFIC
TIME (PT) VIA ZOOM

RFP DUE DATE/TIME:

January 27, 2026, 3:00 p.m.
Pacific Time (PT)
via electronic submission to
bids@oregonstate.edu

QUESTION DEADLINE: JANUARY 15, 2026 at 11:30 am Pacific Time (PT)

CONTRACT ADMINISTRATOR:

Shoshana Shabazz, Purchasing Analyst

Construction Contracts Administration
(CCA)

644 Southwest 13th Street
Corvallis, Oregon 97333

Email:

constructioncontracts@oregonstate.edu

APPEALS:

Hanna Emerson, Chief
Procurement Officer

Procurement, Contracts, and
Materials Management (PCMM)

644 Southwest 13th Street
Corvallis, Oregon 97333

Email:

hanna.emerson@oregonstate.edu

⚠ It is the Offeror's responsibility to continue to monitor the OSU Business and Bid Opportunities website for Addenda. Failure to acknowledge any Addenda in the Transmittal Letter may cause your Proposal to be considered non-responsive.

OSU standards and policies govern this solicitation

(https://policy.oregonstate.edu/policy-standards-manual?title=procurement&body_value=&field_policy_category_tid=All&field_policy_or_standard_tid=All) unless otherwise referenced or stated.

1.0 INTRODUCTION

1.1 Overview

- 1.1.1** Oregon State University (“OSU” or “Owner”) is issuing this Request for Proposal (RFP) to solicit qualified firms to provide comprehensive commencement support services on the OSU campus in Corvallis, Oregon. (the “Project”) in support of Oregon State University Commencement only. Services may include, but are not limited to, planning, coordination, commencement logistics, stage construction and dismantling, lighting and audio/visual production, temporary electrical distribution, and site restoration.
- 1.1.2** This Request for Proposal (RFP) is intended to establish one or more contracts solely for Oregon State University Commencement for any or all of the services described herein. Awards may be made for the complete scope of work or for individual components of service, at OSU’s sole discretion, based on what is determined to be in the best interest of the University.
- 1.1.3** The number of awards resulting from this RFP is at OSU’s sole discretion, based on what is determined to be in the best interest of the University.
- 1.1.4** This solicitation is a hybrid that may include both Professional Services (such as commencement planning, coordination, and management) and Construction-Related Services (such as staging, rigging, electrical, and infrastructure setup) solely in support of Oregon State University Commencement.
- 1.1.5** OSU reserves the right to determine which portions of the work are governed by each category.
- 1.1.6** At OSU’s discretion, interviews or presentations may be conducted with one or more Offerors to clarify proposals or evaluate qualifications; however, OSU may make an award based solely on written submittals without conducting interviews.
- 1.1.7** All resulting awards and contracts will be made in accordance with applicable OSU Standards, contract terms and conditions, and procurement regulations.
- 1.1.8** **OSU WILL ONLY BE ACCEPTING SEALED RESPONSES ELECTRONICALLY** - Responses are to be submitted to bids@oregonstate.edu by the Due Date/Time. The subject line shall read exactly: Solicitation Number – Solicitation Name – Firm Name – RFP Submittal

- 1.1.9 VIRTUAL NON-MANDATORY PRE-PROPOSAL CONFERENCE – A virtual non-mandatory pre-proposal conference will be held on JANUARY 8, 2026, 11:00 A.M. PACIFIC TIME (PT) VIA ZOOM. Attendance is not mandatory; however, attendance is strongly encouraged.** Firms wishing to attend shall e-mail constructioncontracts@oregonstate.edu no later than 30 minutes in advance to receive the Zoom link. The subject line shall read exactly: Solicitation Number – Solicitation Name – Firm Name – Pre-Proposal Conference.
- 1.1.10** All questions shall be submitted via e-mail to constructioncontracts@oregonstate.edu by the Question Deadline in order to be addressed. The subject line shall read exactly: Solicitation Number – Solicitation Name – Firm Name – Question/Clarification, etc.
- 1.1.11 The Offeror shall be responsible for using the exact email subject-line format required in this RFP for all questions, Pre-Proposal Conference link requests, requests for information, and RFP submittals. OSU shall not be responsible for communications or submissions that are not received, not identified, misrouted, or not reviewed because the Offeror failed to use the required email format. Any delay, omission, or missed communication resulting from an incorrect or incomplete subject line shall be the sole responsibility of the Offeror.**

1.2 Background

1.2.1 Oregon State University in Corvallis, Oregon 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 (<https://www.grandronde.org>) and the Confederated Tribes of the Siletz Indians (<https://ctsi.nsn.us>).

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 two land, sea, 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.

The university's 570-acre main campus is located in the city of Corvallis, a vibrant college town of nearly 58,000 in the heart of Western Oregon's Willamette Valley. Corvallis consistently ranks among the safest, most highly educated and greenest small cities in the nation.

1.3 Location

1.3.1 All work associated with this Project will occur on the Oregon State University Campus located in Corvallis, Oregon. Specific event sites may include the main commencement venue and other designated areas on the Corvallis campus. Offerors are responsible for familiarizing themselves with campus access routes, staging areas, and site conditions. Building and site information can be obtained through the Oregon State University Library Building Guide at <https://guides.library.oregonstate.edu/buildings>

1.4 Definitions

1.4.1 Work Unit

1.4.1.1 “Work Unit” means a written instrument issued by Oregon State University in the form of a Purchase Order under the resulting contract that expressly authorizes the Contractor to perform a specific scope of services.

1.4.1.2 A Work Unit shall identify the services authorized, applicable deliverables, required performance dates, and whether any portion of the authorized services constitutes Construction-Related Public Improvement Work.

1.4.1.3 No Work shall be performed and no costs incurred unless and until a Work Unit is issued through an Oregon State University Purchase Order.

1.4.2 Construction-Related Public Improvement Work

1.4.2.1 “Construction-Related Public Improvement Work” means only those portions of the Work that Oregon State University expressly designates in writing as public improvements subject to the Oregon Bureau of Labor and Industries Prevailing Wage Law under Oregon Revised Statutes (ORS) 279C.800–279C.870.

1.4.2.2 No work shall be considered construction-related public improvement work unless expressly identified as such by Oregon State University.

1.4.3 Non-Construction Commencement Services

1.4.3.1 “Non-Construction Commencement Services” means all services authorized under the contract that are not expressly designated by Oregon State University as Construction-Related Public Improvement Work. Non-Construction Commencement Services are not subject to prevailing wage requirements and shall be governed by the applicable procurement, labor, safety, and contractual requirements identified by Oregon State University.

1.4.4 OSU Project Manager

1.4.4.1 “OSU Project Manager” means the individual designated in writing by Oregon State University with authority to issue Work Units, provide direction regarding performance, approve deliverables, and accept or reject services performed under the contract.

1.5 Summary of Work

- 1.5.1** The Contractor shall provide all labor, materials, tools, equipment, project management, and supervision necessary to support Oregon State University Commencement at the designated Commencement venue locations across campus, beginning immediately upon contract execution and in support of the June 13, 2026 Commencement ceremony.
 - 1.5.1.1** Work shall include attending and participating in committee meetings, serving as the project manager onsite for full set-up and production, preparing drawings to scale and sketches of event layout 6 months in advance, preparation, installation, and removal of temporary event structures such as stages, platforms, scaffolding, flooring, and support equipment.
 - 1.5.1.2** The Contractor shall also perform associated commencement services including project management, logistics coordination, delivery and setup of furnishings and equipment, coordination of external suppliers needed for onsite delivery and stage set-up, signage, and equipment, as well as post-Commencement cleanup and restoration of affected areas.
- 1.5.2** Some portions of this work shall qualify as public improvements and must comply with the Bureau of Labor and Industries (BOLI) Prevailing Wage Law under the Oregon Revised Statutes (ORS) 279C.800–279C.870, but only when the work is construction-related public improvement work.
- 1.5.3** Other portions shall involve non-construction commencement services that do not fall under prevailing wage law but must still follow applicable OSU procurement, labor, and safety standards.
- 1.5.4** Coordination with University departments, scheduling flexibility, and adherence to safety and access requirements shall be required.
- 1.5.5** Attending all commencement planning committee meetings and other walkthrough meetings as needed
- 1.5.6** All work shall be performed in a manner that minimizes disruption to campus operations and ensures public safety.

1.6 Scope of Services

1.6.1 General Scope

1.6.1.1 The Contractor shall provide comprehensive commencement support services for Oregon State University's annual Commencement ceremony. The work includes planning, coordination, labor, equipment, and materials necessary to deliver safe, accessible, and well-executed Commencement. Services may occur both indoors and outdoors and may involve working in occupied or high-traffic areas.

1.6.1.2 The contractor shall serve as the project manager for the rental supplies, providing multiple versions of sketches and revisions to layouts for the commencement ceremony; being onsite for mobilization and set-up activities as required by the Commencement schedule, serving as the stage manager the day-of, and onsite for clean-up.

1.6.2 Event Planning and Coordination

1.6.2.1 The Contractor shall coordinate closely with OSU's project team to plan and execute all required work. Coordination includes participating in planning meetings, preparing schedules, preparing drawings and sketches, providing revisions upon request, updating numbers and items needed up until the week prior to Commencement, attending multiple walkthroughs for planning purposes, identifying site constraints, and communicating work needs in advance.

1.6.2.2 The Contractor shall provide a single point of contact with clear authority to make decisions related to scheduling, labor deployment, and site operations.

1.6.3 Site Preparation and Infrastructure Setup

- 1.6.3.1** The Contractor shall provide sketches, labor, equipment, and materials to support all required site preparation. Work may include:
- 1.6.3.1.1** Placement, leveling, and stabilization of staging platforms.
 - 1.6.3.1.2** Installation of temporary flooring, ramps, walkways, and ADA-compliant access routes.
 - 1.6.3.1.3** Setup and secure installation of tents, canopies, barricades, railings, and crowd-control equipment.
 - 1.6.3.1.4** Placement of generators, temporary electrical distribution, cable ramps, lighting structures, and event signage.
 - 1.6.3.1.5** Establishment of safe work zones, traffic control, and delivery routes.
 - 1.6.3.1.6** Create and prepare drawings and sketches, along with revisions, for the event layout and all details needed.

1.6.4 Stage and Production Support

- 1.6.4.1** The Contractor shall support the assembly, rigging, adjustment, and dismantling of stages and production equipment used for Oregon State University Commencement. Services may include:
- 1.6.4.1.1** Contractor will serve as the stage and production manager and work alongside the director on all set-up details for the event.
 - 1.6.4.1.2** Construction and removal of stage platforms, stairs, handrails, podiums, and backdrops.
 - 1.6.4.1.3** Placement and support of audio/visual, lighting, speaker arrays, camera platforms, and broadcast positions.
 - 1.6.4.1.4** Coordination with OSU's AV, media, and production teams to support equipment placement and cable routing.
 - 1.6.4.1.5** Ensuring that all elements are installed securely, level, and compliant with life-safety standards.

1.6.5 Operational Support During Commencement

1.6.5.1 The Contractor shall provide trained personnel during Commencement event days to support live operations.

Work may include:

1.6.5.1.1 Contractor will serve as the onsite stage manager and provide coordination and management of all rental supplies and set-up plans.

1.6.5.1.2 On-call adjustments to stage elements, equipment, and access areas.

1.6.5.1.3 Support for emergency response routes and ADA accessibility.

1.6.5.1.4 Oversight of entrance queues, pedestrian routes, and controlled movement areas.

1.6.5.1.5 Troubleshooting and coordinating rapid response for issues related to Contractor-installed equipment or infrastructure.

1.6.6 Post-Event Removal and Site Restoration

1.6.6.1 Following Commencement, the Contractor shall remove all materials, equipment, waste, and temporary installations provided under this RFP. The Contractor shall restore event sites to their prior condition unless directed otherwise. This includes removal of debris, securing of remaining OSU infrastructure, and returning all staging or equipment to designated locations.

1.6.7 ADA Accessibility

1.6.7.1 All work shall comply with the Americans with Disabilities Act (ADA) and Oregon accessibility requirements. The Contractor shall ensure safe routes, wheelchair access, ramps, sightlines, and barrier-free navigation at all stages of event setup, operations, and teardown.

1.6.8 Environmental and Waste-Reduction Practices

1.6.8.1 The Contractor shall use materials and practices that support OSU's sustainability goals. This includes minimizing waste, reusing materials when appropriate, recycling debris, and reducing single-use plastics. The Contractor shall handle all waste in accordance with OSU's recycling and disposal guidelines.

1.6.9 Safety, Emergency Access, and Coordination

- 1.6.9.1** The Contractor shall work with OSU's Department of Public Safety, Environmental Health and Safety, Insurance and Risk Management Services to maintain safe event environments. Requirements include:
- 1.6.9.1.1** Maintaining emergency access lanes and keeping egress routes open.
 - 1.6.9.1.2** Providing safe and stable equipment installations.
 - 1.6.9.1.3** Following OSU safety procedures and reporting hazards immediately.
 - 1.6.9.1.4** Ensuring equipment does not block fire lanes, ADA paths, or emergency systems.

1.6.10 Staffing, Labor Qualifications, and Conduct

- 1.6.10.1** The Contractor shall provide staff who are trained and experienced in event infrastructure, staging, and site operations. All personnel shall follow OSU policies regarding conduct, safety, and campus rules. The Contractor shall provide a sufficient number of workers to meet project timelines without delay.
- 1.6.10.2** The Contractor shall demonstrate the ability to meet OSU's operational requirements for response time, mobilization, staffing capacity, logistics coordination, on-site presence, and rapid deployment, including the ability to support frequent material movement and time-sensitive adjustments during the weeks leading up to Commencement and during Commencement event days.

1.6.11 Communication and Documentation

- 1.6.11.1** The Contractor shall maintain clear communication with OSU's Project Manager throughout setup, operations, and teardown. Required documentation may include schedules, equipment lists, staging layouts, safety plans, and crew assignments

1.6.12 Additional Services (As Requested)

- 1.6.12.1** OSU may request additional event-related services within the scope of this RFP. These may include supplemental labor, expanded infrastructure, or support for other major University events during the term of the contract. Any additional services shall be approved in writing by OSU before work begins.

1.6.13 WORK COVERED BY THE BUREAU OF LABOR AND INDUSTRIES (BOLI) PREVAILING WAGE LAW

1.6.13.1 Some of the work in this Project falls under the definition of “public improvement” under Oregon Revised Statutes (ORS) 279C.800 through 279C.870. As such, it must comply with the Bureau of Labor and Industries (BOLI) Prevailing Wage Law.

1.6.13.1.1 Work That Is Covered:

- Setting up, taking down, or repairing large temporary structures such as tents, stages, risers, ramps, platforms, scaffolding, or truss systems.
- Installing or removing flooring or ground protection such as plywood, decking, or turf panels.
- Putting up or removing pipe-and-drape frames or any framing used to support or screen a stage or work area.
- Connecting or disconnecting electrical or mechanical equipment used for lights, power, or sound systems when done by electricians or similar trades.
- Using heavy equipment such as forklifts, lifts, or trucks to move or build any of the above structures.
- Anchoring or weighting structures with stakes, blocks, or other materials that make them stable.
- Preparing or repairing the site (for example, protecting grass or turf, laying mats, or cleaning up construction debris).

1.6.13.1.2 Work Not Covered By BOLI Prevailing Wage:

- This work still must follow general labor laws, safety rules, and OSU standards, but the special wage rates do not apply.
- Event planning and coordination such as making schedules, layouts, or logistics plans.
- Administrative work like attending meetings, handling permits, or communicating with OSU staff.
- Routine delivery and pickup of materials using regular vehicles, when the driver does not perform on-site construction activities such as installation, assembly, site preparation, or equipment operation.
- Setting out chairs, tables, signs, or decorations that do not require tools or structural assembly.
- Managing crowds, ushering, or general event assistance.
- Cleaning or trash removal after the event that does not involve construction equipment or site restoration.
- If any part of this work changes to include construction-type tasks listed in 1.5.13.1.1, that portion will then be covered by BOLI rates.

1.7 Contract Term

- 1.7.1** The initial term of the Contract shall be five (5) years from the date of execution.
- 1.7.2** OSU may, at its sole discretion, exercise up to two (2) additional one-year renewal options, for a maximum potential Contract term of seven (7) years.
- 1.7.3** Renewal shall be contingent upon satisfactory performance, continued need for the services, and availability of funding.
- 1.7.4** OSU may choose not to renew the Contract for any reason.
- 1.7.5** All renewals shall be documented through a written amendment executed by both parties.
- 1.7.6** OSU may terminate the Contract at any time in accordance with the termination provisions contained in the Contract.

2.0 SCHEDULE**Schedule without interviews:**

Issue Date	December 30, 2025
Non-Mandatory Pre-Proposal Conference	January 8, 2026, 11:00 a.m. Pacific Time (PT) via Zoom Attendance is not mandatory and shall not be a condition of proposal responsiveness; however, attendance is strongly encouraged.
Question Deadline	January 15, 2026 at 11:30 am Pacific Time (PT)
RFP Due Date	January 27, 2026, 3:00 p.m. Pacific Time (PT)
Final Addendum Issuance (if necessary)	January 19, 2026

The following dates are tentative and subject to change without notice:

Notice of Intent to Award	February 6, 2026
Estimated Contract Execution	February 20, 2026
Estimated Notice to Proceed	February 20, 2026

Schedule with interviews:

Issue Date	December 30, 2025
Non-Mandatory Pre-Proposal Conference	January 11, 2026, 10:30 a.m. Pacific Time via Zoom Attendance is not mandatory and shall not be a condition of proposal responsiveness; however, attendance is strongly encouraged.
Question Deadline	January 15, 2026 at 11:30 am Pacific Time (PT)
RFP Due Date	January 27, 2026, 3:00 p.m. Pacific Time
Final Addendum Issuance (if necessary)	January 19, 2026

The following dates are tentative and subject to change without notice:

Estimated notification of finalists	February 9, 2026
Presentations/Interviews	February 12, 2026
Notice of Intent to Award	February 18, 2026
Estimated Contract Execution	March 3, 2026
Estimated Notice to Proceed	March 3, 2026

3.0 QUESTIONS, SOLICITATION REVISION REQUESTS, CHANGE OR MODIFICATION, APPEALS

3.1 Questions

3.1.1 All questions or requests for clarification regarding the information in this RFP shall be submitted in writing via email to constructioncontracts@oregonstate.edu no later than the Question Deadline stated in Section 2.0.

3.1.2 OSU shall not respond to questions received after the Question Deadline. Failure to seek clarification by the deadline shall not relieve the Offeror of the obligation to comply with all requirements of this RFP. After the Question Deadline, the Offeror shall not submit additional questions, requests for clarification, or requests for correction. OSU may, at its sole discretion, issue addenda, updates, or clarifications at any time.

3.2 Solicitation Process Revision Requests

3.2.1 Offerors may submit a written request for change of particular solicitation process provisions to the Chief Procurement Officer at the address or email listed in this document.

3.2.2 Such requests for change shall be received no later than the Question Deadline listed above. Such requests for change shall include the reasons for the request and any proposed changes to the solicitation process provisions.

3.3 Change or Modification

3.3.1 Any change or modification provided by the Owner for this RFP or the documents included as exhibits to this RFP shall be made by a duly issued Addendum made available to all firms on the OSU Business and Bid Opportunities website.

3.3.2 It is the responsibility of each Offeror to visit the website and download any addenda. No information received in any manner different than as described herein shall serve to change the RFP in any way, regardless of the source of the information.

3.3.3 OSU shall not be responsible for any other explanation or interpretation of this RFP or the documents included as exhibits to this RFP.

3.4 Appeals

3.4.1 Appeals related to the OSU solicitation process and award decisions and actions shall be pursuant to OSU Standards (Procurement Thresholds and Methods, Procurement Solicitations and Contracts). All written appeals must be delivered to the Chief Procurement Officer, at the address given in this RFP.

4.0 PUBLIC RECORD

- 4.1** OSU will retain an electronic copy of this RFP and one electronic copy of each response received, together with electronic copies of all documents pertaining to the award of a contract. These documents will be made a part of a file or record, which shall be open to public inspection after OSU has announced its intent to award a contract. If a response contains any information that is considered a trade secret under ORS 192.345(2), you must mark each trade secret with the following legend: “This data constitutes a trade secret under ORS 192.345(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.”
- 4.2** The Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies only “unless the public interest requires disclosure in the particular instance.”
- 4.2.1** Therefore, non-disclosure of documents or any portion of a document submitted as part of a Proposal may depend upon official or judicial determination made pursuant to the Public Records Law.
- 4.3** In order to facilitate public inspection of the non-confidential portion of the response, material designated as confidential shall accompany the response, but shall be readily separable from it. Prices, makes, model or catalog numbers of items offered, scheduled delivery dates, and terms of payment shall be publicly available regardless of any designation to the contrary. Any Proposal marked as a trade secret in its entirety may be considered non-responsive and be rejected.

5.0 FORM OF AGREEMENT

- 5.1** A Sample Master Contract, and the Oregon State University, Master Contract for Oregon State University Commencement General Conditions are included as exhibits to this RFP and contain contract terms and conditions applicable to the Work.
- 5.2** The sample contract may contain certain notes or alternative provisions. Those alternative provisions will be included at the sole discretion of OSU.

6.0 BUREAU OF LABOR AND INDUSTRIES (BOLI) PREVAILING WAGES

- 6.1** In compliance with Oregon Prevailing Wage Law, the Contractor and all subcontractors shall comply with the provisions of the Oregon Revised Statutes (ORS) 279C.800 through 279C.870, which establish requirements for the payment of prevailing wages on public works projects.
- 6.2** These wages are determined and published by the Oregon Bureau of Labor and Industries (BOLI) and are referred to as the Prevailing Wage Rates (PWR).
- 6.3** The Oregon BOLI Prevailing Wage Rates for Public Works Contracts in Oregon, effective July 5, 2025 as amended October 5, 2025, as included in this Request for Proposal (RFP), shall govern all covered work under this Project.
- 6.4** The rates incorporated in this RFP, including all applicable classifications, zones, and differentials, shall remain in effect for the duration of the contract regardless of later revisions or republications.
- 6.5** Each Contractor and subcontractor performing covered work shall maintain an active license with the Oregon Construction Contractors Board (CCB) and shall have a thirty-thousand-dollar (\$30,000) Public Works Bond filed with the CCB prior to beginning work.
- 6.6** The CCB public works bond requirement is separate from, and does not replace, the payment and performance bond requirements that apply when a Work Unit exceeds \$150,000.00. Payment and performance bonds shall be required for one hundred percent (100%) of the total Purchase Order amount associated with the Work Unit, regardless of whether only a portion of the Work is subject to prevailing wage requirements.
- 6.7** The following publications are incorporated by reference as part of this solicitation and may be accessed on the Bureau of Labor and Industries website at
https://www.oregon.gov/boli/WHDPWR/Pages/pwr_state.aspx
 - 6.7.1** July 5, 2025 Prevailing Wage Rates for Public Works Contracts in Oregon
 - 6.7.2** October 5, 2025 Prevailing Wage Rate Amendments
 - 6.7.3** October 5, 2025 Apprenticeship and Training Rates
 - 6.7.4** October 5, 2024 Definitions of Covered Occupations for Public Works Contracts in Oregon.
- 6.8** The Work described in this solicitation shall take place in Benton County, Oregon.

7.0 INSTRUCTIONS TO OFFERORS

7.1 Summary of Work

7.1.1 The Work contemplated in this document shall be for OSU in connection with the Project described in Section 1.0 of this document.

7.2 Pre-Proposal Conference

7.2.1 A Non-Mandatory Pre-Submittal Conference shall be conducted virtually through Zoom.

7.2.2 Offerors shall contact the Contract Administrator to request access no later than thirty (30) minutes prior to the scheduled start time stated on the Request for Proposal (RFP) cover sheet.

7.2.3 Each Prime Offeror shall check in with the Contract Administrator at the beginning of the virtual meeting and provide their name, firm name, and email address.

7.2.4 Attendance shall be documented by Oregon State University (OSU).

7.2.5 Offerors who join more than five (5) minutes after the official start time, or after the discussion portion has begun (whichever occurs first), may participate; however, information provided may not be repeated.

7.2.6 No verbal statement by any OSU officer, agent, or employee concerning project requirements shall be binding unless confirmed in writing through an official Addendum to this RFP.

7.3 Response Submission

7.3.1 Submit one (1) electronic version via email to be received by the Due Date/Time listed in this document to bids@oregonstate.edu as stated in this RFP.

7.3.1.1 The subject line shall read exactly: Solicitation Number – Solicitation Name – Firm Name – RFP Submittal

7.3.1.2 The Offeror shall be responsible for using the exact email subject-line format required in this RFP for all RFP submittals. OSU shall not be responsible for submissions that are not received, not identified, misrouted, or not reviewed because the Offeror failed to use the required email format. Any delay, omission, or missed communication resulting from an incorrect or incomplete subject line shall be the sole responsibility of the Offeror.

- 7.3.2 Electronic versions must be sized appropriately for transfer (under 10 mb).
- 7.3.3 All responses must be received by OSU before the Due Date/Time.
- 7.3.4 OSU's official clock shall prevail in any time conflict.
- 7.3.5 Any response received after the Due Date/Time shall be rejected and shall be retained and made part of OSU's archive records in accordance with OSU Standards.
- 7.3.6 All Offerors submitting responses for work subject to Prevailing Wage law must be registered and licensed with the Oregon Construction Contractors Board and have on file with the Construction Contractors Board the required public works bond prior to submitting Proposals.
 - 7.3.6.1 Failure to be licensed and have the bond in place will be sufficient cause to reject Proposals as non-responsive.

7.4 Response Submission Requirements

- 7.4.1 Proposals shall be submitted electronically in PDF format through the email address identified on the Request for Proposal (RFP) cover sheet.
- 7.4.2 Offerors shall ensure that the file is readable, unlocked, and combined into a single continuous document.
- 7.4.3 The narrative portion of the proposal shall not exceed fifteen (15) pages.
 - 7.4.3.1 Page numbering shall begin with the first page of the proposal narrative and continue sequentially through the end of that section.
 - 7.4.3.2 Files containing more than fifteen (15) pages of narrative content may be considered non-responsive and may not be evaluated.
 - 7.4.3.3 The following materials are excluded from the page limit:
 - 7.4.3.3.1 Transmittal letter
 - 7.4.3.3.2 Table of contents
 - 7.4.3.3.3 Front and back covers
 - 7.4.3.3.4 References
 - 7.4.3.3.5 Blank section dividers
 - 7.4.3.3.6 Resumes of key individuals proposed to be involved in this Project (which shall be appended to the end of the proposal)
 - 7.4.3.3.7 Exhibit A – Fee Proposal Form

- 7.4.3.4** No supplemental information, hyperlinks to external content, or additional attachments beyond the stated limit shall be accepted or reviewed.
- 7.4.3.5** All information the Offeror wishes to have considered must appear within the fifteen-page limit or in the permitted appendices listed above.
- 7.4.3.6** Exhibit A – Fee Proposal Form required under this RFP shall be included with the Offeror’s submission; however, it shall not count toward the page limit for the written proposal.
 - 7.4.3.6.1** Exhibit A – Fee Proposal Form provided in this RFP shall not be altered in any way other than completing the fields designated for Offeror-supplied information.
 - 7.4.3.6.2** Offerors shall not add notes, modify the format or structure, substitute measurements, break down pricing using alternate methods, or attach supplemental pricing.
 - 7.4.3.6.3** Any addition, deletion, modification, or deviation from the required Fee Proposal Form shall render the Offeror’s response non-responsive.
- 7.4.4** Your response must follow the format outlined below and include a Transmittal/Cover Letter signed by an officer of your firm(s) with the authority to commit the firm(s) and must also acknowledge receipt of all addenda. All pages shall be formatted to standard 8½ x 11-inch page size, oriented vertically, unless otherwise specified.
- 7.4.5** Offerors shall confirm that the electronic file opens without security restrictions, embedded media, or external hyperlinks.
- 7.4.6** Proposals that exceed the stated file size or that are not viewable in a standard PDF reader may be considered non-responsive.
- 7.4.7** The basic text information of the response should be presented in standard business font size, and reasonable margins.
- 7.4.8** OSU may reject any response not in compliance with all applicable OSU solicitation procedures and requirements, and may cancel this solicitation or reject for good cause, all Proposals upon a finding by OSU that it is in the public interest to do so.

- 7.4.9 Note that throughout this procurement process, OSU will not accept responses that require OSU to pay the cost of production or delivery.
 - 7.4.10 Submittal Responses submitted by standard mail, express delivery service, courier, hand delivery, telephone, or facsimile transmission shall not be accepted.
 - 7.4.11 Offerors are strongly encouraged to confirm receipt of their email submission with the Contract Administrator before the closing time to ensure successful delivery.
 - 7.4.12 Late responses shall not be opened or considered for evaluation.
 - 7.4.13 The Contract Administrator or designee may open the email to confirm receipt but shall NOT verify the integrity of the attachment(s), answer questions related to the content of the response, or address the overall responsiveness.
- 7.5 Acceptance or Rejection of Solicitation Responses by OSU**
- 7.5.1 The procedures for Contract awards shall be in compliance with the provisions of OSU standards and policies adopted by OSU.
 - 7.5.2 OSU reserves the right to reject any or all responses and to waive minor informalities in compliance with the provisions of OSU standards and policies adopted by OSU.

7.5.3 OSU reserves the right, in its sole discretion, to reject any Proposal determined to be mathematically or materially unbalanced (or both).

7.5.3.1 *Mathematically Unbalanced*

7.5.3.1.1 A Proposal may be considered mathematically unbalanced if pricing for any portion of the work—including but not limited to preconstruction services, preliminary services, or other phases—is not fair or reasonable. Costs should reflect a fair, proportionate, and reasonable allocation of anticipated profit, overhead, an allowance for contingencies as necessary, and other indirect costs. Considering the complexity of the transaction, OSU may use a variety of factors and analytical tools to assess if a Proposal is unbalanced. For example, a Proposal that is mathematically unbalanced may significantly overstate or understate costs relative to the Proposer's reasonable and supportable actual costs; may not reflect published or market pricing data; may not fully respond to the specifications; may stage work in a manner that does not reflect the amount of work completed; may include work that could result in quality shortfalls; may not allow for availability of supplies and materials; or other similar factors. Cost framework and breakdown, including discounts, price model and funding source, may also be relevant in assessing if a Proposal is mathematically unbalanced.

7.5.3.2 *Materially Unbalanced*

7.5.3.2.1 A materially unbalanced Proposal refers to pricing that may appear favorable in part but could result in higher overall costs or risks to the Owner. This includes Proposals that raise concerns about whether they will ultimately result in the lowest cost or best value.

7.5.3.3 It is the Proposer's responsibility to provide accurate and supportable cost and pricing estimates for each deliverable portion of work. Should a Proposer misrepresent or falsify Proposal estimates—whether to influence scoring or for any other purpose—, the Proposal may be rejected as non-responsible. In addition, the Proposer may also be subject to other consequences in accordance with applicable University ethics and procurement standards, including but not limited to a finding that the Proposer does not demonstrate a satisfactory record of integrity which would be considered in future solicitations or termination of current Owner contracts.

7.5.3.4 The Owner's determination of whether a Proposal is unbalanced shall be conclusive for purposes of the procurement evaluation and shall be applied in accordance with University standards, policies, and applicable law.

7.6 Withdrawal of Solicitation Response

7.6.1 At any time prior to the Due Date/Time, an Offeror may withdraw its response in accordance with OSU Standards. This will not preclude the submission of another response by such Offeror prior to the Due Date/Time.

7.6.2 After the Due Date/Time, Offerors are prohibited from withdrawing their response, except as provided by OSU Standards.

7.7 Evaluation Process

- 7.7.1** OSU may conduct this solicitation as either a one-step or two-step process, at its sole discretion.
- 7.7.2** OSU shall determine whether further evaluation activities are necessary based on the needs of the Project and the quality of the responses submitted.
- 7.7.3** OSU may conduct reference checks at any stage of the evaluation process and may contact any reference associated with the Offeror.
 - 7.7.3.1** OSU may use information obtained through reference checks to increase or decrease an Offeror's score or ranking.
 - 7.7.3.2** Reference checks may be conducted without prior notice to the Offeror and may be used in the determination of the Apparent Successful Offeror in both one-step and two-step evaluation processes.
 - 7.7.3.3** Failure to provide accurate or reliable reference information may result in scoring adjustments or disqualification.
- 7.7.4** If OSU elects to use a one-step process, no interviews, presentations, or additional evaluation steps shall be conducted.
 - 7.7.4.1** The committee shall review, discuss, and score each Offeror's response based on the evaluation criteria set forth in this RFP.
 - 7.7.4.2** The final ranking and Apparent Successful Offeror shall be determined solely from the scores assigned to the written responses, together with any scoring adjustments made as the result of reference checks conducted by OSU.
 - 7.7.4.3** Upon completion of scoring, an Intent to Award shall be issued identifying the Apparent Successful Offeror, and negotiations may commence in accordance with Section 7.12 of this RFP.
- 7.7.5** If OSU elects to use a two-step process, the highest-ranked firms following initial scoring may be invited to participate in interviews or other evaluation activities, which may include virtual proprietary discussions and presentations or interviews, as determined by the selection committee.
 - 7.7.5.1** OSU shall determine, in its sole discretion, which firms advance to the next stage of evaluation and how many firms will participate.

- 7.7.5.2 OSU may advance one firm, multiple firms, or no firms to further evaluation activities.
- 7.7.5.3 Advancement shall be based solely on OSU's assessment of the responses and the needs of the Project.
- 7.7.5.4 Presentations/Interviews shall include a Twenty (20) minute presentation period, immediately followed by a separate Thirty (25) minute Q&A session.
- 7.7.5.5 After all of the Presentations/Interviews are completed, the members of the selection committee will discuss the strengths and weaknesses of the finalists.
- 7.7.5.6 The members of the selection committee will then score the finalists based on all information received, presented and heard during the Presentations/Interviews.
- 7.7.5.7 Initial evaluation scores shall not be carried forward, combined, or considered in the final ranking.
- 7.7.5.8 If interviews are held, the interview scores alone shall determine the final ranking and the Apparent Successful Offeror.

7.8 Evaluation Criteria

- 7.8.1 For clarity and consistency, Offerors shall organize their responses using tabbed sections keyed to each criterion listed below.
- 7.8.2 The following items constitute the evaluation criteria for the Selection Committee to score responses.
 - 7.8.2.1 **Experience on Comparable Commencement Projects (40 Points)**
 - 7.8.2.1.1 Describe the firm's recent experience providing event staging, temporary structures, and related infrastructure services within the past five years.
 - 7.8.2.1.2 Include examples demonstrating the firm's ability to plan, deliver, and remove large-scale temporary event components such as tents, flooring, risers, barricades, power distribution, and accessibility features.

- 7.8.2.1.3 Highlight experience with higher education institutions, government, or public-sector clients that required compliance with the Oregon Bureau of Labor and Industries (BOLI) Prevailing Wage Rates or Living Wage Rates for applicable portions of work and coordination of non-prevailing-wage or living wage tasks under a single scope.
 - 7.8.2.1.4 Provide at least three project references, including client name, contact information, project scope, and contract value.
 - 7.8.2.2 **Key Personnel and Team Structure (15 Points)**
 - 7.8.2.2.1 Identify all key personnel who shall be assigned to this Project, their proposed roles, and their relevant experience performing similar services.
 - 7.8.2.2.2 Include those responsible for on-site supervision, logistics coordination, and safety oversight.
 - 7.8.2.2.3 If subcontractors or specialized partners are proposed (for example, electrical, rigging, or heavy-lift services), identify each firm, describe their qualifications, and explain how they will integrate with your team.
 - 7.8.2.2.4 Provide direct contact information, including email addresses, for each identified key person.
 - 7.8.2.3 **Firm Capacity, Resources, and Background (15 Points)**
 - 7.8.2.3.1 Provide a concise description of your firm's structure and resources.
 - 7.8.2.3.2 Include an organizational chart showing reporting lines and the relationship of any subcontracted partners.
 - 7.8.2.3.3 Summarize your firm's current contracts and work commitments, demonstrating capacity to manage multiple OSU events concurrently.

7.8.2.6 Fee Proposal (5 points)

- 7.8.2.6.1** Complete the scenario-based pricing attached as Exhibit A – Fee Proposal Form.
- 7.8.2.6.2** Exhibit A is provided solely for evaluation and scoring purposes and shall not be interpreted by evaluators as a contractual document or as governing payment, performance, or compensation under the resulting Contract.
- 7.8.2.6.3** Exhibit A – Fee Proposal Form must be added to the submittal.
- 7.8.2.6.4** Exhibit A – Fee Proposal Form shall not be altered in any way other than completing the fields designated for Offeror-supplied information.
- 7.8.2.6.5** Offerors shall not add notes, modify the format or structure, substitute measurements, break down pricing using alternate methods, or attach supplemental pricing.
- 7.8.2.6.6** Any addition, deletion, modification, or deviation from the required Fee Proposal Form shall render the Offeror's response non-responsive.
- 7.8.2.6.7** Pricing points will be awarded based on the Total Price submitted in Exhibit A. The Offeror with the lowest Total Price will receive the full five (5) points available for this criterion. All other Offerors will receive proportionally lower scores calculated using the following formula:
$$(\text{Lowest Total Price} \div \text{Offeror's Total Price}) \times 5 \text{ points.}$$

7.8.2.7 Interviews (If Conducted) – 25 Points

- 7.8.2.7.1** If interviews are conducted, the shortlisted Offerors will participate in a structured interview with the Selection Committee. Interviews will be used to evaluate the Offeror's ability to perform the Work, the strength of the proposed team, and the clarity of the proposed approach.
- 7.8.2.7.2** Interview scores do not combine with or carry forward first-stage written evaluation scores.
- 7.8.2.7.3** Interviews constitute the full scoring basis for the second stage.
- 7.8.2.7.4** Interview evaluation areas may include the following: Understanding of the Project scope and key challenges.
- Approach to planning, scheduling, staging, and event-day operations.
 - Team roles, responsibilities, and communication methods with OSU.
 - Strategies for safety, ADA accessibility, and crowd management.
 - Ability to respond to short-notice or emergency event needs.
 - Examples of past performance relevant to OSU's requirements.
 - Responses to scenario-based questions provided by the Selection Committee.
- 7.8.2.7.5** OSU may require the attendance of key personnel identified in the Proposal, including the Project Manager, Site Supervisor, and logistical leads.
- 7.8.2.7.6** Interview format, schedule, and any required materials will be provided to shortlisted Offerors in advance.

7.9 Point Summary Table

Evaluation Criterion	Points
7.8.2.1 Experience on Comparable Commencement Projects	40
7.8.2.2 Key Personnel and Team Structure	15
7.8.2.3 Firm Capacity, Resources, and Background	15
7.8.2.4 Project Approach, Work Plan, and Availability	10
7.8.2.5 Workforce Diversity Plan	15
7.8.2.6 Fee Proposal	5
7.8.2.7 Interviews (If Conducted)	25
Optional Reference Checks (Not Included in 100-Point Base Score)	10

7.10 Equity Contracting

7.10.1 The successful Offeror shall comply with OSU Standards, policies, and procedures regarding good-faith efforts to engage Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Emerging Small Business (ESB), and Service-Disabled Veteran (SDV)-owned business enterprises in subcontracting opportunities. The Offeror shall document outreach efforts and maintain records demonstrating equitable consideration of certified firms in accordance with OSU's established contracting requirements.

7.11 Negotiations

7.11.1 Any/all exceptions to the Term and Conditions included in the Sample Contract/Agreement shall be clearly identified and appended to the Proposal in order to be considered by OSU during the negotiation period.

7.11.2 OSU reserves the right to deny contract term negotiations with the Apparent Successful Offeror if such contract terms were not received by OSU in the Solicitation response pursuant to Section above.

7.11.3 OSU reserves the right to defer decision(s) on requests for contract terms and conditions revisions until after a notice of intent to award is published.

7.11.4 If OSU and the Apparent Successful Offeror are unable to reach agreement on contract terms and conditions, OSU may cease negotiations with the Apparent Successful Offeror and enter negotiations with the next highest scoring Offeror, etc.

8.0 MISCELLANEOUS

8.1 Financial Responsibility

- 8.1.1** OSU reserves the right to investigate, at any time prior to execution of the contract, the Offerors financial responsibility to perform the anticipated services.
- 8.1.2** Submission of a response will constitute approval for OSU to obtain any credit report information OSU deems necessary to conduct the evaluation.
- 8.1.3** OSU will notify Offerors, in writing, of any other documentation required, which may include, but need not be limited to: recent profit-and-loss history; current balance statements; assets-to-liabilities ratio, including number and amount of secured versus unsecured creditor claims; availability of short and long-term financing; bonding capacity and credit information. Failure to promptly provide this information may result in rejection of the response.
- 8.1.4** OSU may postpone the selection of finalists or execution of a contract in order to complete its investigation and evaluation. Failure of a firm to demonstrate financial responsibility may render it non-responsible and constitute grounds for rejection.

8.2 Project Termination

- 8.2.1** OSU reserves the right to terminate the Project or contract during any phase in the Project.

8.3 Insurance Provisions

- 8.3.1** During the term of the resulting contract, the awardee will be required to maintain in full force, at its own expense, from insurance companies authorized to transact the business of insurance in the state of Oregon, each insurance coverage/policy as set forth in the contract.

8.4 Nondiscrimination

- 8.4.1** By submission of a response, the Offeror certifies under penalty of perjury that the Offeror will not discriminate against minority, women, emerging small business or service-disabled veteran owned business enterprises in obtaining any required subcontracts.

8.5 AA/EEO Employer

- 8.5.1** OSU is an AA/EEO employer.

8.6 Compliance with Applicable Law

8.6.1 Offeror agrees to comply with all federal, state, county, and local laws, ordinances, and regulations as well as all applicable OSU Standards and Policies while on campus.

8.6.1.1 *Smoke and Tobacco Free Campus*

8.6.1.1.1 Owner's grounds and premises are smoke and tobacco free.

8.6.1.1.2 Contractor and Contractor's employees, agents, Subcontractors, if any, agree not to smoke or use tobacco products while on Owner property.

8.6.1.2 *Sexual Misconduct Policy*

8.6.1.2.1 OSU has policies that prohibit sexual misconduct against members of the university community and in keeping with those policies Contractor and Contractor's employees, agents, and Subcontractors are prohibited from engaging in sexual misconduct against members of the university community.

8.6.1.3 *Firearms Policy*

8.6.1.3.1 The Owner has adopted a policy that prohibits Contractor and Contractor's employees, agents and Subcontractors from possessing firearms on Owner's property.

8.7 Background Checks

- 8.7.1** Certain Oregon State University (OSU) facilities may be designated as critical, occupied, or security-sensitive locations. If any work associated with this Contract is to be performed in such areas, the selected Contractor shall comply with the background check and security requirements outlined in this section.
- 8.7.2** The Contractor shall conduct criminal background checks, including sex offender registration checks, on each employee and agent assigned to perform work at any OSU location. Checks shall be conducted for both Oregon and national records for any individual who has previously resided outside the State of Oregon. All background checks shall be completed within the twelve (12) months immediately preceding the individual's placement at any OSU facility and must produce satisfactory results prior to assignment.
- 8.7.3** Disqualifying offenses include:
- 8.7.3.1** Any felony conviction within the last eight (8) years.
 - 8.7.3.2** Any crime involving weapons of any kind, regardless of the date of conviction.
 - 8.7.3.3** Any person-to-person crime involving physical injury to another individual, regardless of the date of conviction.
 - 8.7.3.4** Any sexual offense, including stalking or related conduct, regardless of the date of conviction.
 - 8.7.3.5** Any child-related crime, including abuse, molestation, child pornography, neglect, or abandonment, regardless of the date of conviction.
- 8.7.4** The Contractor shall require its employees and agents to self-disclose any new convictions within three (3) business days of the conviction. Upon such disclosure, the Contractor shall reassess the individual's assignment under this Contract.
- 8.7.5** OSU reserves the right, at its discretion, to require the Contractor to reassign or remove any employee or agent from work under this Contract if OSU determines the individual may pose a potential risk to the safety or security of the university community.
- 8.7.6** The Contractor is solely responsible for compliance with all applicable federal, state, and local laws, including the Fair Credit Reporting Act and all equal opportunity laws and regulations, when conducting background checks. All associated costs and reporting obligations shall be the responsibility of the Contractor.

- 8.7.7** The Contractor shall maintain a security log listing all employees working in or accessing critical, occupied, or security-sensitive facilities. The log shall include:
- 8.7.7.1** The employee's name and assignment location.
 - 8.7.7.2** Verification of satisfactory or unsatisfactory background check results.
 - 8.7.7.3** Dates of assignment and any reassignment or revocation.
 - 8.7.7.4** The security log shall be updated for the duration of the Contract and retained for twenty-four (24) months after Contract completion.
 - 8.7.7.5** OSU shall have access to the security log for audit or copying within twenty-four (24) hours of request.
- 8.7.8** The Contractor shall require all subcontractors and agents performing services under this Contract to comply with the requirements of this section. OSU may audit the Contractor's background check processes at any time to verify compliance.
- 8.7.9** Failure to comply with this section shall constitute a material breach of the Contract and may result in termination, damages, or other remedies available under law or contract.
- 8.7.10** The Contractor shall indemnify, defend, and hold harmless OSU, its officers, trustees, employees, and agents from all claims, suits, or actions arising from the conduct or results of such background checks and any actions taken as a result of those checks.

8.8 Communication Blackout

- 8.8.1** Notwithstanding the Pre-Proposal Conference, Presentation/Interview and Proprietary Meeting (as applicable), all communication, whether written or verbal, regarding any aspect of this RFP shall be directed at the Contract Administrator, the Chief Procurement Officer or designated member of Procurement, Contracts, and Materials Management (PCMM).
- 8.8.2** Proposers are strictly prohibited from communicating with any other OSU employee, agent, or representative concerning the content, evaluation, or process of this RFP at any time during the solicitation process.
- 8.8.3** Any such unauthorized communication may result in rejection of the Proposal as non-responsive.

8.9 Execution of Agreement

- 8.9.1** The Offeror shall be required to execute the Contract as provided, within any time period provided in an award notification.
- 8.9.2** The Contract Documents shall be delivered to OSU in the manner stated in an award notification.
- 8.9.3** Work shall commence upon execution of a Contract with the selected Offeror unless otherwise stated in the award notification or Contract.

9.0 EXHIBITS

- Exhibit A: Fee Proposal Form
- Exhibit B: Sample Master Contract
Includes Sample Amendment, Sample PO, and Sample Performance and Payment Bond
- Exhibit C: Oregon State University, Master Contract for Oregon State University Commencement General Conditions
- Exhibit D: MWESB Instruction and Form

END OF RFP

Exhibit A
Fee Proposal Form

EXHIBIT A – FEE PROPOSAL FORM

This form must be completed and submitted as part of the Proposal in response to RFP No. 2026-020594. This Exhibit A shall be included unaltered. Any modification, attachment, clarification, assumption, or deviation may render the Proposal non-responsive.

Scenario

Oregon State University issues a Work Unit authorizing comprehensive commencement support services for the Oregon State University Commencement ceremony scheduled for June 13, 2026. The primary ceremony will be held at Reser Stadium on the Oregon State University campus in Corvallis, Oregon, with a separate post-ceremony reception at a University-designated campus location.

The ceremony is anticipated to include approximately 8,000 graduating students and an estimated total attendance of up to 30,000 individuals, including guests, faculty, staff, platform party participants, media, and event personnel. The event requires advance planning, layout drawings, coordination meetings, multiple site walkthroughs, staged mobilization, live-event operations, and post-event site restoration.

The Work includes delivery, installation, configuration, operation, and removal of temporary event infrastructure at Reser Stadium. Infrastructure includes, but is not limited to, a main commencement stage with back-of-house support areas; secondary platforms and camera risers; stairs, ramps, and handrails; ADA-compliant access routes and viewing areas; audience seating layouts; stage skirting and surface treatments; temporary flooring and turf protection systems; pipe-and-drape systems; barricades and crowd-control elements; and anchoring or ballast systems required for stability and safety.

The Work further includes temporary electrical distribution; generators and power tie-ins; cable ramps; lighting structures; audio reinforcement support; speaker and microphone infrastructure; broadcast and media support platforms; and coordination with University audio-visual, production, and safety teams.

Use of forklifts, lifts, trucks, and similar equipment for staging, placement, and removal is anticipated.

Operational services include project management; participation in commencement planning committee meetings; preparation and revision of layout drawings and equipment lists; coordination of load-in and load-out schedules; on-site stage and production management during event days; troubleshooting and adjustments during live operations; coordination with University departments, public safety, and accessibility personnel; and full teardown, debris removal, and site restoration following Commencement.

Work Subject to Prevailing Wage. Portions of the authorized Work that consist of construction, alteration, assembly, installation, dismantling, or removal of temporary structures and associated site work that meet the definition of a public works project under Oregon prevailing wage law will be designated by Oregon State University as Construction-Related Public Improvement Work and are subject to Bureau of Labor and Industries prevailing wage requirements.

Work Not Subject to Prevailing Wage. Other portions of the authorized Work, including planning, coordination, logistics, management, and services that do not constitute public works construction under Oregon law, are designated as Non-Construction Commencement Services and are not subject to prevailing wage requirements.

Pricing Instructions

Pricing shall be stated only as lump-sum amounts in U.S. dollars. The amounts entered below shall represent the entire cost of the Work described in the scenario, including all labor, materials, equipment, rentals, transportation, supervision, overhead, insurance, compliance costs, coordination, mobilization, demobilization, and all other costs necessary to fully perform the Work. No other pricing structures are permitted.

Fee Proposal

Pricing Category	Lump-Sum Price (USD)
Prevailing Wage Work (Construction-Related Public Improvement Work)	\$
Non-Prevailing Wage Work (Non- Construction Commencement Services)	\$
TOTAL PRICE (Prevailing and Non-Prevailing)	\$

Certification

By signing below, the Proposer certifies that the pricing provided is complete, accurate, and submitted in accordance with RFP No. 2026-020594. The Proposer further certifies that Exhibit A is submitted unaltered and that the Total Price represents the full and final cost to perform the Work described.

Authorized Representative Name: _____

Title: _____

Signature: _____

Date: _____

Exhibit B

Sample Master Contract

**MASTER CONTRACT
FOR
OREGON STATE UNIVERSITY COMMENCEMENT
CONTRACT NUMBER**

This Master Contract for Oregon State University Commencement (“Contract”), effective upon the last signature of a party to it, is between:

“Contractor”:

and “Owner”: Oregon State University
644 Southwest 13th Street
Corvallis, Oregon 97333

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

RECITALS

WHEREAS, Owner issued Request for Proposal (RFP) No. 2026-020594, together with all addenda, establishing the governing requirements for comprehensive event and infrastructure support services;

WHEREAS, Owner evaluated all responses submitted under RFP No. 2026-020594 in accordance with the evaluation criteria stated therein and determined that award to Contractor is in the best interest of the University;

WHEREAS, Contractor represents that it has the expertise and capacity to perform the event and infrastructure support services described in RFP No. 2026-020594 and agrees to provide such Work under the terms of this Contract;

WHEREAS, certain components of the Work constitute Public Improvement activities and are therefore subject to BOLI Prevailing Wage requirements under ORS 279C.800–279C.870, while other components constitute Professional Services or non-Public Improvement work governed by this Contract, the RFP, Oregon State University, Master Contract for Oregon State University Commencement General Conditions and applicable OSU Standards;

NOW, THEREFORE, in consideration of the mutual promises contained in this Contract and in the governing documents incorporated herein, the Parties agree as follows:

1. INCORPORATION OF TERMS AND DOCUMENTS

Contractor shall perform all Work in accordance with the following governing documents, which are incorporated in the order of precedence stated here: 1) this Contract; 2) RFP No. 2026-020594 and all addenda; and 3) the Oregon State University Commencement General Conditions, as integrated and amended. In the event of any conflict, documents higher in the stated hierarchy shall control.

2. WORK

Contractor shall perform Work solely in support of Oregon State University Commencement and only when expressly authorized by a written Work Unit issued by Oregon State University and memorialized through a fully executed Purchase Order. Work includes event planning, logistics, on-site operations, temporary infrastructure installation, site restoration, and all other services specified in the Contract Documents.

3. OWNER DOES NOT GUARANTEE THAT WORK WILL BE REQUESTED

No Work shall be performed unless authorized by a fully executed Purchase Order. Owner makes no representation that any minimum quantity of Work will be requested, and no compensation is owed absent an executed Purchase Order.

4. COMPENSATION

Owner shall compensate Contractor in accordance with the pricing, invoicing, and payment requirements established in RFP No. 2026-020594, the Oregon State University, Master Contract for Oregon State University Commencement General Conditions as applicable. Compensation applies only to Work performed pursuant to an executed Purchase Order. Public Improvement Work shall follow BOLI wage and statutory requirements.

5. TERM AND TERMINATION

This Contract commences upon full execution and continues for five (5) years, with two (2) optional one-year extensions at Owner's discretion, solely for services supporting Oregon State University Commencement. Termination rights follow those in the General Conditions.

6. PREVAILING WAGE RATES

Contractor and all subcontractors shall comply with ORS 279C.800–279C.870 and applicable BOLI Prevailing Wage Rate publications only for those portions of the Work expressly designated in writing by Oregon State University as Public Improvement Work. Contractor shall apply the correct classifications, maintain required records, and ensure all wage determinations remain current for Work performed in Benton County, Oregon. The following Bureau of Labor and Industries (BOLI) publications, as incorporated into the Solicitation, govern all covered work under this Contract:

- a) July 5, 2025 Prevailing Wage Rates for Public Works Contracts in Oregon
- b) October 5, 2025 Prevailing Wage Rate Amendments
- c) October 5, 2025 Apprenticeship and Training Rates
- d) October 5, 2024 Definitions of Covered Occupations for Public Works Contracts in Oregon

These rates, including all applicable classifications, zones, and differentials, shall remain in effect for the duration of this Contract regardless of later revisions or republications. The Work will take place in Benton County, Oregon.

7. PAYMENT AND PERFORMANCE BONDS

a) **Bond Requirement.**

For any Work Unit that exceeds \$150,000.00, Contractor shall furnish a payment bond and a performance bond, each in the full amount of the Work Unit Purchase Order, regardless of whether only a portion of the Work is subject to prevailing wage requirements.

Bonding is based on the total value of the Work Unit and applies regardless of whether the Work Unit includes a combination of Construction-Related Public Improvement Work and Non-Construction Commencement Services. Bonding is not limited to, prorated by, or calculated solely on the portion of the Work subject to prevailing wage requirements.

b) **Condition Precedent.**

Receipt and acceptance of both required bonds by Owner is a condition precedent to execution of the Purchase Order, commencement of Work under that Purchase Order, and any payment becoming due to Contractor.

c) **Form of Bonds.**

Bonds shall be executed on the forms included in Exhibit D and shall comply with the OSU Public Improvement General Conditions.

d) **Professional Services.**

For Work Units consisting solely of Professional Services, performance and payment bonds are not required unless expressly stated in the Purchase Order.

e) **Contractor shall submit applications for payment and Owner shall make payments in accordance with the General Conditions.**

8. AMENDMENTS

This Contract may be amended only through a written, fully executed Amendment. No oral statements, emails, or informal communications alter the Contract or authorize additional Work.

9. INSURANCE

Contractor shall maintain all insurance required by the Oregon State University Commencement General Conditions, including any additional coverage required for staging, rigging, temporary structures, and audience-accessible event areas. Required insurance shall remain in effect continuously regardless of whether Work is actively being performed.

10. OWNERSHIP OF WORK PRODUCT

All Work Product created pursuant to a Work Unit shall be the exclusive property of Owner.

11. NOTICES

Construction Contracts Administration
Oregon State University
644 Southwest 13th Street
Corvallis, Oregon 97333

12. Except as otherwise expressly provided in the Contract Documents, all notices required or permitted under this Contract shall be in writing and shall be delivered (a) by personal delivery, (b) by certified or registered U.S. mail, postage prepaid, or (c) by a nationally recognized courier service, to the Parties at the addresses set forth below or to such other address as a Party may designate by written notice.

A notice shall be deemed given (a) upon actual delivery if delivered personally, (b) five (5) calendar days after deposit in the U.S. mail, or (c) one (1) business day after deposit with a courier service.

13. LICENSING; LEGAL CAPACITY TO CONDUCT BUSINESS

Contractor shall be duly licensed to conduct business in the State of Oregon and shall continuously maintain all licenses, registrations, certifications, and other authorizations required by Applicable Laws for the performance of event and infrastructure support services, including, where applicable, staging, rigging, electrical distribution, temporary structures, and Public Improvement Work.

Contractor shall demonstrate its legal capacity to perform Work in Oregon prior to execution of any Amendment or Purchase Order.

14. APPLICABLE LAW; JURISDICTION AND VENUE

This Contract, including any Amendments or Purchase Orders issued hereunder, shall be governed by 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 Contractor that arises out of or relates to this Contract shall be brought and conducted solely and exclusively in the Circuit Court of the State of Oregon for Benton County; provided, however, that if federal jurisdiction is required, such action shall be brought in the United States District Court for the District of Oregon.

Nothing in this Section shall be construed as a waiver by Owner of any defenses or immunities, including sovereign immunity, governmental immunity, immunity under the Eleventh Amendment, or any other immunity available under Applicable Law. CONTRACTOR, BY EXECUTION OF THIS CONTRACT, CONSENTS TO THE PERSONAL JURISDICTION OF SAID COURTS.

15. SUCCESSORS AND ASSIGNS

The provisions of this Contract, together with all Purchase Orders and Amendments issued hereunder, shall be binding upon and shall inure to the benefit of the Parties and their respective authorized successors and assigns. Contractor may not assign or transfer any interest in this Contract without the prior written consent of Owner.

16. SMOKE- AND TOBACCO-FREE CAMPUS

Contractor acknowledges that Owner's campus is smoke- and tobacco-free. Contractor and Contractor's employees, agents, subcontractors, and suppliers shall comply with all applicable Owner policies prohibiting the use of smoke and tobacco products on Owner property.

17. SEXUAL MISCONDUCT POLICY

Contractor, its employees, agents, and Subcontractors shall comply with Owner's policies prohibiting sexual misconduct against members of the university community. Contractor shall ensure that its personnel conduct themselves in a manner consistent with these policies while performing Work on Owner property.

18. FIREARMS POLICY

Contractor, its employees, agents, and subcontractors are prohibited from possessing firearms on Owner's property except as expressly permitted by Owner policy and Applicable Law.

19. EXECUTION

This Contract may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one instrument executed by both Parties.

20. SEVERABILITY

If any provision of this Contract is declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect, and the Contract shall be construed as if the invalid, illegal, or unenforceable provision had not been included.

21. ENTIRE AGREEMENT; MERGER; MODIFICATION

This Contract, together with the Oregon State University, Master Contract for Oregon State University Commencement General Conditions, and all Purchase Orders issued hereunder, constitutes the entire agreement between the Parties for the Work performed under each Work Unit. This Contract supersedes all prior or contemporaneous agreements, proposals, negotiations, and communications, whether written or oral, relating to the Work.

No terms or conditions contained in Contractor's quotations, invoices, acknowledgments, or other business forms apply to this Contract, notwithstanding any Owner receipt, acceptance, or signing of such forms.

IN WITNESS WHEREOF, the Parties have executed this Contract as of the dates shown below.

XXXXXX, Contractor

Oregon State University, Owner

Print Name: _____

Print Name: Hanna W. Emerson

Signature: _____

Signature: _____

Title: _____

Title: Director and Chief
Procurement Officer

Date: _____

Date: _____

**MASTER CONTRACT FOR OREGON STATE UNIVERSITY
COMMENCEMENT
AMENDMENT NUMBER XXXX
OREGON STATE UNIVERSITY
CONTRACT NUMBER XXXX-XXXXX**

This Amendment Number XXXX to the Master Contract for Construction Related Services between the Owner and Contractor (“Amendment One (1)”) is entered into effective December 30, 2025 (“Amendment One (1) Effective Date”) between:

“Contractor”:

and “Owner”:

Oregon State University
Construction Contracts Administration
644 SW 13th Street
Corvallis, Oregon 97333-4238

(the Contractor and the Owner are collectively referred to as the “Parties”. Capitalized terms have the meaning defined in the OSU General Conditions unless otherwise defined in the Contract Documents.

RECITALS

WHEREAS, Owner issued Request for Proposal (RFP) No. 2026-020594 and entered into that certain Master Contract for Oregon State University Commencement (“Contract”) between Owner and Contractor; and

WHEREAS, the Parties now desire to adjust the term for Services, and otherwise amend and supplement the Contract as provided in this Amendment; and

WHEREAS, the Parties desire to memorialize their agreement respecting the foregoing.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the Parties agree as follows:

AMENDMENT

This Amendment Number XXXX provides for an extension of one (1) year to the Term of the Contract.

1. **TERM AND TERMINATION:** The Owner hereby exercises their option to extend the Term one (1) year. The Contract hereby expires on Month Day, Year.
2. **EXECUTION AND COUNTERPARTS.** This Amendment One (1) may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

All other provisions of the original Agreement, as supplemented, shall remain in full force and effect.

Contractor hereby confirms and certifies that the representations, warranties and certifications contained in the Contract remain true and correct as of the Amendment One (1) Effective Date.

IN WITNESS HEREOF, the Parties have duly executed this Amendment One (1) as of the dates indicated below.

XXXXXX, Contractor

Oregon State University, Owner

Print Name: _____

Print Name: Hanna W. Emerson

Signature: _____

Signature: _____

Title: _____

Title: Director and Chief Procurement Officer

Date: _____

Date: _____



Oregon State
University

Purchase Order

Purchase Order Date	PO/Reference No.	Revision No.
		1

Contact Information

Shopper:

Shopper

Phone:

Shopper

Email:

Supplier Information	Delivery Information
	Delivery Address
Billing Information	Billing Address

Line Item Details: **Total lines ordered 1**

Line No.	Product Description	Catalog No.	Size / Packaging	Unit Price	Quantity	Ext. Price
1 of 1	Commencement Infrastructure and Event Support Services			USD	1 EA	USD
	<p>In accordance with the pricing, scope, and deliverables authorized under the applicable Work Unit issued pursuant to RFP No. 2026-020594 and incorporated by this reference.</p> <p>A detailed description of authorized services, deliverables, labor classifications, and pricing is identified in Exhibit Number.</p> <p>Location:</p> <p>Provide all materials, equipment, labor, transportation, services, and incidentals necessary to successfully complete the work described above at the location listed above.</p> <p>Coordinate delivery/work to be performed with OSU Person at phone number and/or email</p>					

Invoices and Certified Payroll should **ONLY** be sent to the contact and address under "Billing Address" listed above. Billing and payment questions should also **ONLY** be directed to the contact and email address under "Billing Address" listed above.

These services are subject to the terms and conditions of the Master Contract for Oregon State University Commencement issued under RFP No. 2026-020594, including the Oregon State University Commencement General Conditions.

Some portions of the Work authorized under this Purchase Order may constitute public improvement work subject to the Oregon Bureau of Labor and Industries (BOLI) Prevailing Wage Law under Oregon Revised Statutes (ORS) 279C.800 through 279C.870, as identified in writing by Oregon State University.

Subtotal	
Shipping	0.00
Handling	0.00
Total	

Requested Delivery Date	Quote Number	Ship Via	F.O.B.
		Best Carrier-Best Way	Destination, Freight Prepaid and Allowed

Terms and Conditions			
Header	15	Payment Terms	Net 30
	4	Acceptance	Agreement by Supplier to furnish the materials, goods or services on receipt of this order, commencement of performance, or acceptance of any payment, whichever occurs first, shall constitute Supplier's unqualified acceptance of this purchase order subject to the terms and conditions referenced herein. These terms and conditions, together with any referenced exhibits and attachments, constitute the entire agreement between the parties with respect to the subject matter of this purchase order and supersede any prior or contemporaneous written or oral agreements pertaining thereto. To the extent there are any conflicts between Supplier's terms and conditions, exhibits and attachments, and OSU's terms and conditions, exhibits and attachments, OSU's shall take precedence.
	5	Standard Terms and Conditions Link	Applicable terms and conditions may be viewed and downloaded from the Procurement, Contracts and Materials Management (PCMM) website at - https://fa.oregonstate.edu/pacs/suppliers . If you are unable to download the applicable terms and conditions, please contact PCMM at 541-737-4261 and a copy will be provided.

Approval Signature
Approval Signature

CONTRACTOR QUOTE
COMPANY ABC

Exhibit B
Page 13 of 18
Exhibit Number
WORK UNIT
Page 1 of 1

Flooring

SCOPE OF WORK

Brand X Flooring.

BID PRICE **\$ 0.00**

SAMPLE

ATTACHMENT A
PREVAILING WAGE RATES (PWR)

In compliance with Oregon Prevailing Wage Law, the following is incorporated into this Purchase Order Contract (Purchase Order):

The Contractor and all subcontractors shall comply with the provisions of Oregon Revised Statutes (ORS) 279C.800 through 279C.870, relative to prevailing wage requirements, as outlined in Sections C.1 and C.2 of the Oregon State University Commencement General Conditions, but only for those portions of the Work expressly designated by Oregon State University as Construction-Related Public Improvement Work.

- October 5, 2025 PWR Amendments and Apprenticeship Rates
- July 5, 2025 PWR for Public Works Contracts in Oregon
- October 5, 2024 Definitions of Covered Occupations for Public Works Contracts in Oregon

These BOLI PWR are available on line at:

<https://www.oregon.gov/boli/employers/Pages/prevailing-wage-rates.aspx>

OREGON STATE UNIVERSITY

PAYMENT BOND

Bond No. _____
Solicitation _____
Project Name _____

_____ (Surety #1)	Bond Amount No. 1:	\$ _____
_____ (Surety #2)*	Bond Amount No. 2:*	\$ _____
	Total Penal Sum of Bond:	\$ _____

** If using multiple sureties*

We, _____, as Principal, and the above identified Surety(ies), authorized to transact surety business in Oregon, as Surety, hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns firmly by these presents to pay unto Oregon State University (OSU) the sum of (Total Penal Sum of Bond)

_____ (Provided, that we the Sureties bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety), and

WHEREAS, the Principal has entered into contract No. _____ with OSU, the plans, specifications, terms and conditions of which are contained within the Contract resulting from the above-referenced Solicitation;

WHEREAS, the terms and conditions of the contract, together with applicable plans, standard specifications, special provisions, schedule of performance, and schedule of contract prices, are made a part of this Payment Bond by reference, whether or not attached to the contract (all hereafter called "Contract"); and

WHEREAS, the Principal has agreed to perform the Contract in accordance with the terms, conditions, requirements, plans and specifications, and schedule of contract prices which are set forth in the Contract and any attachments, and all authorized modifications of the Contract which increase the amount of the work, or the cost of the Contract, or constitute authorized extensions of time for performance of the Contract, notice of any such modifications hereby being waived by the Surety:

NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH that if the Principal shall (1) faithfully and truly observe and comply with the terms, conditions and provisions of the Contract, in all respects, (2) shall well and truly and fully do and perform all matters and things by it undertaken to be performed under said Contract and any duly authorized modifications that are made, upon the terms set forth therein, and within the time prescribed therein, or as extended therein as provided in the Contract, with or without notice to the Sureties, (3) shall save, defend, indemnify and hold harmless OSU, and its officers, board members, employees, agents and other representatives, against any claim for direct or indirect damages of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the Contract by the Contractor or its subcontractors, (4) shall promptly pay all persons supplying labor, materials or both to the Principal or its subcontractors for prosecution of the work provided in the Contract; (5) shall promptly pay all contributions due the State Industrial Accident Fund and the State Unemployment Compensation Fund from the Principal or its

subcontractors in connection with the performance of the Contract; (6) shall pay over to the Oregon Department of Revenue all sums required to be deducted and retained from the wages of employees of the Principal and its subcontractors pursuant to ORS 316.167; (7) shall permit no lien nor claim to be filed or prosecuted against the State or OSU on account of any labor or materials furnished; and (8) shall do all things required of the Principal by the laws of this State, then this obligation shall be void; otherwise, it shall remain in full force and effect.

Nonpayment of the bond premium will not invalidate this bond, nor shall OSU be obligated for the payment of any premiums.

This bond is given and received under authority of ORS Chapters 279C and 352, the provisions of which hereby are incorporated into this bond and made a part hereof.

IN WITNESS WHEREOF, WE HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED AND SEALED BY OUR DULY AUTHORIZED LEGAL REPRESENTATIVES:

Dated this _____ day of _____, 20__.

PRINCIPAL: _____

By _____

Signature

Official Capacity

Attest: _____

Corporation Secretary

SURETY: _____

[Add signatures for each if using multiple bonds]

BY ATTORNEY-IN-FACT:

[Power-of-Attorney must accompany each bond]

Name

Signature

Address

City State Zip

Phone Fax

OREGON STATE UNIVERSITY

PERFORMANCE BOND

Bond No. _____
Solicitation _____
Project Name _____

_____ (Surety #1)	Bond Amount No. 1:	\$ _____
_____ (Surety #2)*	Bond Amount No. 2:*	\$ _____
	Total Penal Sum of Bond:	\$ _____

** If using multiple sureties*

We, _____ as Principal, and the above identified Surety(ies), authorized to transact surety business in Oregon, as Surety, hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns firmly by these presents to pay unto Oregon State University (OSU), the sum of (Total Penal Sum of Bond)

(Provided, that we the Sureties bind ourselves in such sum “jointly and severally” as well as “severally” only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety), and

WHEREAS, the Principal has entered into contract No. _____ with the OSU, the plans, specifications, terms and conditions of which are contained within the Contract resulting from the above-referenced Solicitation;

WHEREAS, the terms and conditions of the Contract, together with applicable plans, standard specifications, special provisions, schedule of performance, and schedule of Contract prices, are made a part of this Performance Bond by reference, whether or not attached to the contract (all hereafter called “Contract”); and

WHEREAS, the Principal has agreed to perform the Contract in accordance with the terms, conditions, requirements, plans and specifications, and all authorized modifications of the Contract which increase the amount of the work, the amount of the Contract, or constitute an authorized extension of the time for performance, notice of any such modifications hereby being waived by the Surety:

NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH that if the Principal herein shall (1) faithfully and truly observe and comply with the terms, conditions and provisions of the Contract, in all respects, (2) shall well and truly and fully do and perform all matters and things undertaken by Contractor to be performed under the Contract, upon the terms set forth therein, and within the time prescribed therein, or as extended as provided in the Contract, with or without notice to the Sureties, (3) shall save, defend, indemnify and hold harmless OSU and its officers, board members, employees, agents and other representatives, against any direct or indirect damages or claim of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the Contract by

the Principal or its subcontractors, and (4) shall in all respects perform said contract according to law, then this obligation is to be void; otherwise, it shall remain in full force and effect.

Nonpayment of the bond premium will not invalidate this bond, nor shall OSU be obligated for the payment of any premiums.

This bond is given and received under authority of ORS Chapters 279C and 352, the provisions of which hereby are incorporated into this bond and made a part hereof.

IN WITNESS WHEREOF, WE HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED AND SEALED BY OUR DULY AUTHORIZED LEGAL REPRESENTATIVES.

Dated this _____ day of _____, 20____.

PRINCIPAL: _____

By _____
Signature

Official Capacity

Attest: _____
Corporation Secretary

SURETY: _____

[Add signatures for each surety if using multiple bonds]

BY ATTORNEY-IN-FACT:

[Power-of-Attorney must accompany each surety bond]

Name

Signature

Address

City State Zip

Phone Fax

Exhibit C
Oregon State University, Master Contract for Oregon State University
Commencement General Conditions

**OREGON STATE UNIVERSITY
GENERAL CONDITIONS
MASTER CONTRACT FOR
OREGON STATE UNIVERSITY COMMENCEMENT**

December 30, 2025

INSTRUCTIONS: The attached **Oregon State University, Master Contract for Oregon State University Commencement General Conditions ("General Conditions")** apply to all designated master contracts. Changes to the General Conditions (including any additions, deletions or substitutions) should only be made by attaching Supplemental General Conditions. The text of these General Conditions should not otherwise be altered.

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OREGON STATE UNIVERSITY
GENERAL CONDITIONS FOR MASTER CONTRACT FOR OREGON STATE UNIVERSITY
COMMENCEMENT
("General Conditions")

SECTION A
GENERAL PROVISIONS

A.1 DEFINITION OF TERMS

In the Contract Documents, the following terms shall be as defined below:

AMENDMENT, means a writing which, when fully executed by the Parties to this Contract, constitutes a change to a Contract Document. Amendments to Supplements (hereinafter a "Supplement Amendment") shall be issued in accordance with the change's provisions of Section D and, if applicable, establish a Contract Price or Contract Time adjustment.

APPLICABLE LAWS, means federal, state and local laws, codes, rules, regulations and ordinances applicable to the Work and to the Contract.

ARCHITECT/ENGINEER, means the Person appointed by the Owner, if any, to provide limited design or technical review services for portions of the Work expressly designated by Oregon State University. References to Architect/Engineer apply only if such role is expressly identified in a Work Unit.

CHANGE ORDER, means a written order issued by the Owner to be later included as an Amendment. A Change Order shall not be effective until codified as an Amendment.

CLAIM, means a demand by Contractor pursuant to Section D.3 for review of the denial of Contractor's initial request for an adjustment of Contract terms, payment of money, extension of Contract Time or other relief, submitted in accordance with the requirements and within the time limits established for review of Claims in these General Conditions.

CONSTRUCTION CHANGE DIRECTIVE, means a written order by the Owner to the Contractor requiring a change in the Work within the general scope of the Contract Documents, issued under the change's provisions of Section D.

CONTRACT, means the written agreement between the Owner and the Contractor comprised of the Contract Documents which describe the Work to be done and the obligations between the parties.

CONTRACT DOCUMENTS, means the Solicitation Document General Conditions, Supplemental General Conditions if any, Purchase Orders, the accepted Offer, Plans, Specifications, Change Orders Construction Change Directives, Solicitation Document and addenda thereto, Instructions to Offerors, and Supplemental Instructions to Offerors, and any other Amendment, the Construction Schedule prepared and approved in accordance with the Construction Documents, and all other required Submittals.

CONTRACT PERIOD, as set forth in the Contract Documents, means the total period of time beginning with the full execution of a Supplement and, if applicable, the issuance of a Notice to Proceed and concluding upon Final Completion.

CONTRACT PRICE, means the total of the awarded Offer amount, as increased or decreased by the price of approved alternates, as indicated in the Contract Documents.

CONTRACT TIME, means any incremental period of time allowed

under the Contract to complete any portion of the Work as reflected in the project schedule.

CONTRACTOR, means the Person awarded the Contract for the Work contemplated.

CPM, means a critical path method format to be used for the Construction Schedule.

DAYS, are calendar days, including weekdays, weekends and holidays, unless otherwise specified.

DIRECT COSTS, means, unless otherwise provided in the Contract Documents, the cost of materials, including sales tax, cost of delivery; cost of labor, including social security, Medicare and unemployment insurance, and fringe benefits required by agreement or custom; worker's compensation insurance; project specific insurance (including, without limitation, Builder's Risk Insurance and Builder's Risk Installation Floater); bond premiums, rental cost of equipment, and machinery required for execution of the Work; and the additional costs of field personnel directly attributable to the Work.

FINAL COMPLETION, means the final completion of all requirements under the Contract, including Contract Closeout as described in Section K but excluding Warranty Work as described in Section I.2, and the final payment and release of all retainage, if any, released.

FINAL PAYMENT, means the last payment to the Contractor, including retainage, in connection with the Work.

FORCE MAJEURE, means an act, event or occurrence caused by fire, riot, war, acts of God, nature, sovereign, or public enemy, strikes, freight embargoes or any other act, event or occurrence that is beyond the control of the party to this Contract who is asserting Force Majeure.

MWESB REPORT, means an accurate report by the Contractor to the Owner identifying all Minority, Women and Emerging Small Business (MWESB) enterprises, as those terms are defined in ORS 200.005, receiving contracts throughout the course of the Work. An initial MWESB report is required (see Section E.2.9) and MWESB Reports are required annually (see Section E.2.9) and as a condition of final payment (see Section K.1). The initial report shall include the total number of contracts and subcontracts awarded to MWESB enterprises and the dollar value of their respective contracts and subcontracts. The annual reports shall include the total number of contracts and subcontracts awarded to MWESB enterprises, the dollar value of each, and the expenditure toward each contract and subcontract during the previous twelve (12) months. The final report shall include the total number of contracts and subcontracts awarded to MWESB enterprises and the dollar value of their respective contracts and subcontracts including all Supplements and Amendments incorporated during the course of the project. The reports shall only 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, and/or an Emerging Small Business Enterprise, as applicable.

NOTICE TO PROCEED, means the official written notice from the Owner stating that the Contractor is to proceed with the Work defined in the Contract Documents. Notwithstanding the Notice to Proceed, Contractor shall not be authorized to proceed with the Work until all initial Contract requirements, including the Contract, performance bond

and payment bond, and certificates of insurance, have been fully executed and submitted to Owner in a suitable form.

OFFER, means a bid in connection with Instructions to Bidders or a proposal in connection with a Request for Proposals.

OFFEROR, means an entity who submits a response to a solicitation document.

OVERHEAD, means those items which may be included in the Contractor's markup (general and administrative expense and profit) and that shall not be charged as Direct Cost of the Work, including without limitation such Overhead expenses as wages or salary of personnel above the level of foreman (i.e., superintendents and project managers), expenses of Contractor's offices and supplies at the job site (e.g. job trailer) and at Contractor's principal place of business and including expenses of personnel staffing the job site office and Contractor's principal place of business, and Commercial General Liability Insurance and Automobile Liability Insurance.

OWNER, means Oregon State University (OSU). Owner may elect, by written notice to Contractor, to delegate certain duties to more than one party, including without limitation, to an Architect/Engineer. However, nothing in these General Conditions is intended to abrogate the separate design professional responsibilities of Architects under ORS Chapter 671 or of Engineers under ORS Chapter 672.

PERSON, means a natural person or entity doing business as a sole proprietorship, a partnership, a joint venture, a corporation, a limited liability company or partnership, or any other entity possessing the legal capacity to contract.

PLANS, means the drawings which show the location, type, dimensions, and details of the Work to be done under the Contract.

PROJECT, means the total design, development and construction of which the Work performed under the Contract Documents may be the whole or a part.

PUNCH LIST, means the list of Work yet to be completed or deficiencies which need to be corrected in order to achieve Final Completion of the Contract.

RECORD DOCUMENT, means the records generated under an issued Work Unit, including as-built Plans, Specifications, testing and inspection records where required, product data, samples, warranties evidencing transfer of ownership to Owner when applicable, shop drawings, Construction Change Directives, MWESB Reports, correspondence, and other documents listed in Subsection B.9.1 of these General Conditions. Certificates of occupancy and permanent facility documentation apply only when expressly required in a Work Unit.

SOLICITATION DOCUMENT, means a document used in a formal procurement soliciting two or more qualified sources by public notice for the same specifications and requirements

SPECIFICATION, means any description of the physical or functional characteristics of the Work, or of the nature of a supply, service or construction item. Specifications may include a description of any requirement for inspecting, testing or preparing a supply, service or construction item for delivery and the quantities or qualities of materials to be furnished under the Contract. Specifications generally will state the results or products to be obtained and may, on occasion, describe the method and manner of doing the Work to be performed. Specifications may be incorporated by reference and/or may be attached to the Contract.

SUBCONTRACT, means a contract between the Contractor and a subcontractor for the performance of a portion of the Work.

SUBCONTRACTOR, means a Person having a direct contract with the Contractor, or another Subcontractor, to perform one or more items of the Work.

SUBSTANTIAL COMPLETION, means the date when the Owner accepts in writing the construction, alteration or repair of the improvement to real property constituting the Work or any designated portion thereof as having reached that state of completion when it may be used or occupied for its intended purpose. Substantial Completion of facilities with operating systems occurs only after thirty (30) continuous Days of successful, trouble-free operation of the operating systems as provided in Section K.3.2.

SUBSTITUTIONS, means items that in function, performance, reliability, quality, and general configuration are the same or better than the product(s) specified. Approval of any substitute item shall be solely determined by the Owner. The decision of the Owner is final.

SUPPLEMENT, means a writing which, when fully executed by the Parties thereto, constitutes written agreement between the Owner and the Contractor comprised of the Contract Documents which describe the Work to be done and the obligations between the parties.

SUPPLEMENTAL GENERAL CONDITIONS, means those conditions that remove from, add to, or modify these General Conditions. Supplemental General Conditions may be included in the Solicitation Document or may be a separate attachment to the Contract.

WORK, means the furnishing of all materials, equipment, labor, transportation, services and incidentals necessary to successfully complete any individual item or the entire Contract and the carrying out of duties and obligations imposed by the Contract Documents.

All defined terms shall be interpreted consistently with the Work Unit structure used for Oregon State University Commencement services. Any defined term implying permanent construction, permanent occupancy, or permanent building systems applies only when expressly designated in a Work Unit as Construction-Related Public Improvement Work.

A.2 SCOPE OF WORK

The Work contemplated includes only those labor, materials, transportation, equipment, professional services, planning services, coordination services, event infrastructure services, and construction-related services that Oregon State University expressly authorizes in writing. No Work shall be performed unless and until authorized by a written Work Unit issued by Oregon State University in the form of a Purchase Order. Any Work performed without an issued Purchase Order is performed at Contractor's sole risk and shall not be compensable. Contractor proceeds entirely at its own risk for any work performed without an issued Work Unit. Portions of the Work may constitute construction-related public improvement work subject to Oregon Revised Statutes (ORS) 279C.800–279C.870 only when expressly designated in writing by Oregon State University. All other Work constitutes non-construction commencement services and is not subject to prevailing wage requirements.

The scope of work includes both construction-related public improvement work and Professional Services, including event planning, logistics, diagramming, scheduling, coordination, and operational support. Where the General Conditions refer to construction or construction work, such references include event infrastructure tasks such as staging, temporary structures, rigging, and temporary electrical components.

A.3 INTERPRETATION OF CONTRACT DOCUMENTS

A.3.1 Unless otherwise specifically defined in the Contract Documents, words which have well-known technical meanings or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

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 Contract Documents, interpretations will be based on the following descending order of precedence:

- (a) Contract Supplements, Amendments and Construction Change Directives, with those of later date having precedence over those of an earlier date;
- (b) The Supplemental General Conditions;
- (c) General Conditions;
- (d) Construction Change Directive;
- (e) Division One (General Requirements) of the Specifications;
- (f) Detailed Schedules of finishes, equipment and other items included in the Specifications;
- (g) Plans and Specifications (other than Division One and the Detailed Schedules to the Specifications);
- (h) Large-scale drawings on Plans;
- (i) Small-scale drawings on Plans;
- (j) Dimension numbers written on Plans which shall prevail and take precedence over dimensions scaled from Plans;
- (k) The Solicitation Document, including RFP 2026-020594 – Oregon State University Commencement and any addenda thereto, which shall govern in the event of any conflict with these General Conditions, the Master Contract, or any other Contract Document.
- (m) The Master Contract.

A.3.2 In the case of an inconsistency between Plans and Specifications or within either document not clarified by addendum, the better quality or greater quantity of Work shall be provided in accordance with the Owner's interpretation in writing.

A.3.3 If the Contractor finds discrepancies in, or omissions from the Contract Documents, or if the Contractor is in doubt as to their meaning, the Contractor shall at once notify the Owner. Matters concerning and interpretation of requirements of the Contract Documents will be decided by the Owner, who may delegate that duty in some instances to the Architect/Engineer. Responses to Contractor's requests for interpretation of Contract Documents will be made in writing by Owner (or the Architect/Engineer) within any time limits agreed upon or otherwise with reasonable promptness. Interpretations and decisions of the Owner (or Architect/Engineer) will be consistent with the intent of and reasonably inferable from the Contract Documents. Contractor shall not proceed without direction in writing from the Owner (or Architect/Engineer).

A.3.4 References to standard specifications, manuals, codes of any technical society, organization or association, to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, laws or regulations in effect in the jurisdiction where the project is occurring on the first published date of the Solicitation Document, except as may be otherwise specifically stated.

A.3.5 In the event of any conflict, inconsistency, or ambiguity between the Solicitation Document, including the Scope of Services for Oregon State University Commencement, and these General Conditions, the Solicitation Document shall govern. For

avoidance of doubt, Work Units shall be issued only through an Oregon State University Purchase Order, and no Work is authorized absent issuance of such Purchase Order.

A.4 EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE

The provisions of this section apply only to the extent required by an issued Work Unit. References to permanent facilities, permanent utilities, environmental remediation standards, or certificates of occupancy do not apply to temporary event infrastructure or non-construction commencement services unless expressly identified in writing by Oregon State University.

A.4.1 It is understood that the Contractor, before submitting an Offer, has made a careful examination of the Contract Documents; has become fully informed as to the quality and quantity of materials and the character of the Work required; and has made a careful examination of the location and conditions of the Work and the sources of supply for materials. The Owner will in no case be responsible for any loss or for any unanticipated costs that may be suffered by the Contractor as a result of the Contractor's failure to acquire full information in advance in regard to all conditions pertaining to the Work. No oral agreement or conversation with any officer, agent, or personnel of the Owner, or with the Architect/Engineer either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.

A.4.2 Should the Plans or Specifications fail to particularly describe the materials, kind of goods, or details of construction of any aspect of the Work, Contractor shall have the duty to make inquiry of the Owner and Architect/Engineer as to what is required prior to performance of the Work. Absent Specifications to the contrary, the materials or processes that would normally be used to produce first quality finished Work shall be considered a part of the Contract requirements.

A.4.3 Any design errors or omissions noted by the Contractor shall be reported promptly to the Owner, and confirmed in writing including without limitation, any nonconformity with Applicable Laws.

A.4.4 If the Contractor believes that adjustments to cost or Contract Time is involved because of clarifications or instructions issued by the Owner (or Architect/Engineer) in response to the Contractor's notices or requests for information, the Contractor must submit a written request to the Owner, setting forth the nature and specific extent of the request, including all time and cost impacts against the Contract as soon as possible, but no later than thirty (30) Days after receipt by Contractor of the clarifications or instructions issued. If the Owner denies Contractor's request for additional compensation, additional Contract Time, or other relief that Contractor believes results from the clarifications or instructions, the Contractor may proceed to file a Claim under Section D.3, Claims Review Process. If the Contractor fails to perform the obligations of Sections A.4.1 to A.4.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations.

A.5 INDEPENDENT CONTRACTOR STATUS

The service or services to be performed under this Contract are those of an independent contractor as defined in ORS 670.600. Contractor represents and warrants that it is not an officer, employee or agent of the Owner as those terms are used in ORS 30.265.

A.6 RETIREMENT SYSTEM STATUS AND TAXES

Contractor represents and warrants that it is not a contributing member of the Public Employees' Retirement System and will be

responsible for any federal or state taxes applicable to payment received under this Contract. Contractor will not be eligible for any benefits from these Contract payments of federal Social Security, employment insurance, workers' compensation or the Public Employees' Retirement System, except as a self-employed individual. Unless the Contractor is subject to backup withholding, Owner will not withhold from such payments any amount(s) to cover Contractor's federal or state tax obligations.

A.7 GOVERNMENT EMPLOYMENT STATUS

A.7.1 If this payment is to be charged against federal funds, Contractor represents and warrants that it is not currently employed by the Federal Government. This does not preclude the Contractor from holding another contract with the Federal Government.

A.7.2 Contractor represents and warrants that Contractor is not an employee of the State of Oregon for purposes of performing Work under this Contract

SECTION B ***ADMINISTRATION OF THE CONTRACT***

B.1 OWNER'S ADMINISTRATION OF THE CONTRACT

B.1.1 The Owner shall administer the Contract as described in the Contract Documents (1) during construction (2) until Final Payment is due and (3) during the one-year period for correction of Work. The Owner will act as provided in the Contract Documents, unless modified in writing in accordance with other provisions of the Contract. In performing these tasks, the Owner may rely on the Architect/Engineer or other consultants to perform some or all of these tasks.

B.1.2 The Owner will visit the site at intervals appropriate to the stage of the Contractor's operations (1) to become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the Owner against defects and deficiencies in the Work, and (3) to determine in general if Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. The Owner will not make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Owner will neither have control over or charge of, nor be responsible for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work. Inspection of the progress, quantity, or quality of the Work done by the Owner, any Owner representative, and public agency, the Architect/Engineer, or any inspector, shall not relieve the Contractor of any responsibility for the compliance of all Work with the Contract Documents.

B.1.3 Except as otherwise provided in the Contract Documents or when direct communications have been specifically authorized, the Owner and Contractor shall communicate with each other about matters arising out of or relating to the Contract. Communications by and with the Architect/Engineer's consultants shall be through the Architect/Engineer. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

B.1.4 Based upon the Architect/Engineer's evaluations of the Contractor's Application for Payment, or unless otherwise stipulated by the Owner, the Architect/Engineer will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

B.1.5 Contractor shall coordinate all Work with campus operations and event restrictions, comply with University access routes,

loading zones, and limits related to academic schedules, high-traffic locations, and lawn or landscape protection, and follow the direction of the University's designated event managers.

B.2 CONTRACTOR'S MEANS AND METHODS; MITIGATION OF IMPACTS

B.2.1 The Contractor shall supervise and direct the Work authorized under each Work Unit, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures.

B.2.2 The Contractor is responsible to protect and maintain the Work during the course of construction and to mitigate any adverse impacts to the project, including those caused by authorized changes, which may affect cost, schedule, or quality.

B.2.3 The Contractor is responsible for the actions of all its personnel, laborers, suppliers, and Subcontractors on the project. The Contractor shall enforce strict discipline and good order among Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of persons who are unfit or unskilled for the tasks assigned to them.

B.3 MATERIALS AND WORKMANSHIP

B.3.1 The intent of the Contract Documents is to provide for the construction and completion in every detail of the Work described. All Work shall be performed in a professional manner and unless the means or methods of performing a task are specified elsewhere in the Contract Documents, Contractor shall employ methods that are generally accepted and used by the industry, in accordance with industry standards.

B.3.2 The Contractor is responsible to perform the Work as required by the Contract Documents. Defective Work shall be corrected at the Contractor's expense.

B.3.3 Work done and materials furnished shall be subject to inspection and/or observation and testing by the Owner to determine if they conform to the Contract Documents. Inspection of the Work by the Owner does not relieve the Contractor of responsibility for the Work in accordance with the Contract Documents.

B.3.4 Contractor shall furnish adequate facilities, as required, for the Owner to have safe access to the Work including without limitation walkways, railings, ladders, tunnels, and platforms. Producers, suppliers, and fabricators shall also provide proper facilities and access to their facilities.

B.3.5 The Contractor shall furnish Samples of materials for testing by the Owner and include the cost of the Samples in the Contract Price.

B.4 PERMITS

Contractor shall obtain and pay for all necessary permits, licenses and fees, except for those specifically excluded in the Supplemental General Conditions, for the construction of the Work, for temporary obstructions, enclosures, opening of streets for pipes, walls, utilities, environmental Work, etc., as required for the project. Contractor shall be responsible for all violations of the law, in connection with the construction or caused by obstructing streets,

sidewalks or otherwise. Contractor shall give all requisite notices to public authorities.

B.5 COMPLIANCE WITH GOVERNMENT REGULATIONS

- B.5.1 Contractor shall comply with Applicable Laws pertaining to the Work and the Contract. Failure to comply with such requirements shall constitute a breach of Contract and shall be grounds for Contract termination. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following, as applicable:
- (i) Title VI and VII of Civil Rights Act of 1964, as amended; (ii) Section 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Health Insurance Portability and Accountability Act of 1996; (iv) the Americans with Disabilities Act of 1990, as amended; (v) ORS Chapters 659 and 659A; as amended; (vi) all regulations and administrative rules established pursuant to the foregoing laws; and (vii) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- B.5.2 Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations, and
- (a) Contractor shall not discriminate against Disadvantaged, Minority, Women or Emerging Small Business enterprises, as those terms are defined in ORS 200.005, or a business enterprise that is owned or controlled by or that employs a disabled veteran, as that term is defined in ORS 408.225, in the awarding of subcontracts.
 - (b) Contractor shall maintain, in current and valid form, all licenses and certificates required by Applicable Laws or this Contract when performing the Work.
- B.5.3 Unless contrary to federal law, Contractor shall certify that it shall not accept a bid from Subcontractors to perform Work as described in ORS 701.005 under this Contract unless such Subcontractors are registered with the Construction Contractors Board in accordance with ORS 701.021 to 701.068 at the time they submit their bids to the Contractor.
- B.5.4 Unless contrary to federal law, Contractor shall certify that each landscape contractor, as defined in ORS 671.520(2), performing Work under this Contract holds a valid landscape contractor's license issued pursuant to ORS 671.560.
- B.5.5 The following notice is applicable to Contractors who perform excavation Work. ATTENTION: Oregon law requires you to follow rules adopted by the Oregon Utility Notification Center. Those rules are set forth in OAR 952-001-0010 through OAR 952-001-0100. You may obtain copies of the rules by calling the center at (503)232-1987.
- B.5.6 Failure to comply with any or all of the requirements of B.5.1 through B.5.5 shall be a breach of Contract and constitute grounds for Contract termination. Damages or costs resulting from such noncompliance shall be the responsibility of Contractor.

B.6 SUPERINTENDENCE

Contractor shall keep available, during performance of the Work authorized under each Work Unit, a competent supervisor and any necessary assistants who shall be satisfactory to the Owner, and who shall represent the Contractor on the site. Directions given to the superintendent by the Owner shall be confirmed in writing to the Contractor.

B.7 INSPECTION

The following provisions apply only when expressly required in a Work Unit: construction-specific testing or inspections; environmental contamination and cleanup standards; permanent building-system integration; permanent utility or mechanical system tie-ins; and certificates of occupancy. These provisions do not apply to temporary event infrastructure unless identified in writing.

- B.7.1 Owner shall have access to the Work at all times.
- B.7.2 Inspection of the Work will be made by the Owner at its discretion. The Owner will have authority to reject Work that does not conform to the Contract Documents. Any Work found to be not in conformance with the Contract Documents, in the discretion of the Owner, shall be removed and replaced at the Contractor's expense.
- B.7.3 Contractor shall make or obtain at the appropriate time all tests, inspections and approvals of portions of the Work required by the Contract Documents or by Applicable Laws or orders of public authorities having jurisdiction. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work. The Contractor shall give the Owner timely notice of when and where tests and inspections are to be made so that the Owner may be present for such procedures. Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Owner.
- B.7.4 As required by the Contract Documents, Work done or material used without required inspection or testing and/or without providing timely notice to the Owner may be ordered removed at the Contractor's expense.
- B.7.5 If directed to do so any time before the Work is accepted, the Contractor shall uncover portions of the completed Work for inspection. After inspection, the Contractor shall restore such portions of Work to the standard required by the Contract. If the Work uncovered is unacceptable or was done without required testing or inspection or sufficient notice to the Owner, the uncovering and restoration shall be done at the Contractor's expense. If the Work uncovered is acceptable and was done with sufficient notice to the Owner, the uncovering and restoration will be paid for pursuant to a Supplement Amendment.
- B.7.6 If any testing or inspection reveals failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Owner's and Architect/Engineer's services and expenses, shall be at the Contractor's expense.
- B.7.7 When the United States government participates in the cost of the Work, or the Owner has an agreement with other public or private organizations, or if any portion of the Work is being performed for a third party or in close proximity to third party facilities, representatives of these organizations shall have the right to inspect the Work affecting their interests or property. Their right to inspect shall not make them a party to the Contract and shall not interfere with the rights of the parties of the Contract. Instructions or orders of such parties shall be transmitted to the Contractor, through the Owner.

B.8 SEVERABILITY

If any provision of this Contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

B.9 ACCESS TO RECORDS

B.9.1 Contractor shall keep, at all times on the Work site, one record copy of the complete Contract Documents, including the Plans, Specifications, Construction Change Directives and addenda, in good order and marked currently to record field changes and selections made during construction, and one record copy of Shop Drawings, Product Data, Samples and similar submittals, and shall at all times give the Owner access thereto.

B.9.2 Contractor shall retain and the Owner and its duly authorized representatives shall have access, for a period not less than ten (10) years, to all Record Documents, financial and accounting records, and other books, documents, papers and records of Contractor which are pertinent to the Contract, including records pertaining to Overhead and indirect costs, for the purpose of making audit, examination, excerpts and transcripts. If for any reason, any part of the Work or this Contract shall be subject to litigation, Contractor shall retain all such records until all litigation is resolved and Contractor shall continue to provide Owner and/or its agents with full access to such records until such time as all litigation is complete and all periods for appeal have expired and full and final satisfaction of any judgment, order or decree is recorded and Owner receives a record copy of documentation from Contractor.

B.10 WAIVER

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

B.11 SUBCONTRACTS AND ASSIGNMENT

B.11.1 Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound by the terms and conditions of these General Conditions, and to assume toward the Contractor all of the obligations and responsibilities which the Contractor assumes toward the Owner thereunder, unless (1) the same are clearly inapplicable to the subcontract at issue because of legal requirements or industry practices, or (2) specific exceptions are requested by Contractor and approved in writing by Owner. Where appropriate, Contractor shall require each Subcontractor to enter into similar agreements with sub-subcontractors at any level.

B.11.2 At Owner's request, Contractor shall submit to Owner prior to their execution either Contractor's form of subcontract, or the subcontract to be executed with any particular Subcontractor. If Owner disapproves such form, Contractor shall not execute the form until the matters disapproved are resolved to Owner's satisfaction. Owner's review, comment upon or approval of any such form shall not relieve Contractor of its obligations under this Agreement or be deemed a waiver of such obligations of Contractor.

B.11.3 Contractor shall not assign, sell, or transfer its rights, or delegate its responsibilities under this Contract, in whole or in part, without the prior written approval of the Owner. No such written approval shall relieve Contractor of any obligations of this Contract, and any transferee shall be considered the agent of the Contractor and bound to perform in accordance with the Contract Documents. Contractor shall

remain liable as between the original parties to the Contract as if no assignment had occurred.

B.12 SUCCESSORS IN INTEREST

The provisions of this Contract shall be binding upon and shall accrue to the benefit of the parties to the Contract and their respective permitted successors and assigns.

B.13 OWNER'S RIGHT TO DO WORK

Owner reserves the right to perform other or additional work at or near the project site with other forces than those of the Contractor. If such work takes place within or next to the project site, Contractor shall coordinate work with the other contractors or forces, cooperate with all other contractors or forces, carry out the Work in a way that will minimize interference and delay for all forces involved, place and dispose of materials being used so as not to interfere with the operations of another, and join the Work with the work of the others in an acceptable manner and perform it in proper sequence to that of the others. The Owner will resolve any disagreements that may arise between or among Contractor and the other contractors over the method or order of doing all work (including the Work). In case of unavoidable interference, the Owner will establish work priority (including the Work) which generally will be in the sequence that the contracts were awarded.

B.14 OTHER CONTRACTS

In all cases and at any time, the Owner has the right to execute other contracts related to or unrelated to the Work of this Contract. The Contractor of this Contract shall fully cooperate with any and all other contractors without additional cost to the Owner in the manner described in section B.13.

B.15 GOVERNING LAW

This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflict of laws.

B.16 LITIGATION

Any Claim between Owner and Contractor that arises from or relates to this Contract and that is not resolved through the Claims Review Process in Section D.3 shall be brought and conducted solely and exclusively within the Circuit Court of Benton County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether 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. CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF THE COURTS REFERENCED IN THIS SECTION B.16.

B.17 ALLOWANCES

B.17.1 The Contractor shall include in the Contract Price all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct.

B.17.2 Unless otherwise provided in the Contract Documents:

- (a) When finally reconciled, allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

- (b) Contractor's costs for unloading and handling at the site, labor, installation costs, Overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Price but not in the allowances;
- (c) Whenever costs are more than or less than allowances, the Contract Price shall be adjusted accordingly by Amendment. The amount of the Amendment shall reflect (i) the difference between actual costs and the allowances under Section B.17.2(a) and (2) changes in Contractor's costs under Section B.17.2(b).
- (d) Unless Owner requests otherwise, Contractor shall provide to Owner a proposed fixed price for any allowance work prior to its performance.

B.18 SUBMITTALS, SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

- B.18.1 The Contractor shall prepare and keep current, for the Architect's/Engineer's approval (or for the approval of Owner if approval authority has not been delegated to the Architect/Engineer), a schedule and list of Submittals which is coordinated with the Contractor's construction schedule and allows the Architect/Engineer reasonable time to review Submittals. Owner reserves the right to finally approve the schedule and list of Submittals. Submittals include, without limitation, Shop Drawings, product data, and samples which are described below:
- (a) Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor (including any sub-subcontractor), manufacturer, supplier or distributor to illustrate some portion of the Work.
 - (b) Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.
 - (c) Samples are physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.
- B.18.2 Shop Drawings, Product Data, Samples and similar Submittals are not Contract Documents. The purpose of their Submittal is to demonstrate for those portions of the Work for which Submittals are required by the Contract Documents the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents. Review of Submittals by the Architect/Engineer is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, or for approval of safety precautions or, unless otherwise specifically stated by the Architect/Engineer, of any construction means, methods, techniques, sequences or procedures, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect/Engineer's review of the Contractor's Submittals shall not relieve the Contractor of its obligations under the Contract Documents. The Architect/Engineer's approval of a specific item shall not indicate approval of an assembly of which the item is a component. Informational Submittals upon which the Architect/Engineer is not expected to take responsive action may be so identified in the Contract Documents. Submittals which are not required by the Contract Documents may be returned by the Architect/Engineer without action.
- B.18.3 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect/Engineer Shop Drawings, Product Data, Samples and similar Submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the Architect/Engineer without action.
- B.18.4 Approving and submitting shop drawings, product data, samples and similar Submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such Submittals with the requirements of the Work and of the Contract Documents.
- B.18.5 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar Submittals until the respective Submittal has been approved by the Architect/Engineer.
- B.18.6 The Work shall be in accordance with approved Submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect/Engineer's review or approval of Shop Drawings, Product Data, Samples or similar Submittals unless the Contractor has specifically informed the Architect/Engineer in writing of such deviation at the time of submittal and (i) the Architect/Engineer has given written approval to the specific deviation as a minor change in the Work, or (ii) a Supplement Amendment or Construction Change Directive has been executed by Owner authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar Submittals by the Architect/Engineer's review or approval thereof.
- B.18.7 In the event that Owner elects not to have the obligations and duties described under this Section B.18 performed by the Architect/Engineer, or in the event no Architect/Engineer is employed by Owner on the project, all obligations and duties assigned to the Architect/Engineer hereunder shall be performed by the Owner.
- B.18.8 When required by a Work Unit, Contractor shall provide event deliverables including staging layout drawings, rigging diagrams, electrical distribution plans, logistics schedules for load-in and load-out, event-day support plans, and restoration plans.

B.19 SUBSTITUTIONS

The Contractor may make Substitutions only with the written consent of the Owner, after evaluation by the Owner and only in accordance with a Supplement Amendment or Construction Change Directive. Substitutions shall be subject to the requirements of the bid documents. By making requests for Substitutions, the Contractor: represents that the Contractor has personally investigated the proposed substitute product; represents that the Contractor will provide the same warranty to the Substitution which subsequently become apparent; certifies that the cost data presented is complete and includes all related costs under this Contract including redesign costs, and waives all claims for additional costs related to the Substitution which subsequently become apparent; and will coordinate the installation of the accepted Substitution, making such changes as may be required for the Work to be completed in all respects.

B.20 USE OF PLANS AND SPECIFICATIONS

Plans, Specifications and related Contract Documents furnished to Contractor by Owner or Owner's Architect/Engineer shall be used solely for the performance of the Work under this Contract. Contractor and its Subcontractors and suppliers are authorized to use and reproduce applicable portions of such documents appropriate to the execution of the Work, but shall not claim any ownership or other interest in them beyond the scope of this Contract, and no such interest shall attach. Unless otherwise indicated, all common law, statutory and other reserved rights, in addition to copyrights, are retained by Owner.

B.21 FUNDS AVAILABLE AND AUTHORIZED

If Owner fails to receive funding, appropriations, allocations or other expenditure authority as contemplated by Owner's budget and Owner determines, in its assessment and ranking of the policy objectives explicit or implicit in Owner's budget, Owner may determine it is necessary to and may terminate this Master Contract and or any Amendments.

B.22 NO THIRD-PARTY BENEFICIARIES

Owner 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 persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

B.23 SECURITY AND BACKGROUND CHECK REQUIREMENTS

Certain Oregon State University (OSU) facilities may be designated as critical, occupied, or security-sensitive locations. If any work associated with this Contract is to be performed in such areas, the Contractor shall comply with the background check and security requirements outlined in this section.

The Contractor shall maintain a security log listing all employees working in or accessing critical, occupied, or security-sensitive facilities. The log shall include: The employee's name and assignment location; Verification of satisfactory or unsatisfactory background check results; Dates of assignment and any reassignment or revocation.

The security log shall be updated for the duration of the Contract and retained for twenty-four (24) months after Contract completion. OSU shall have access to the security log for audit or copying within twenty-four (24) hours of request. The Contractor shall require all subcontractors and agents performing services under this Contract to comply with the requirements of this section. OSU may audit the Contractor's background check processes at any time to verify compliance.

Failure to comply with this section shall constitute a material breach of the Contract and may result in termination, damages, or other remedies available under law or contract.

The Contractor shall indemnify, defend, and hold harmless OSU, its officers, trustees, employees, and agents from all claims, suits, or actions arising from the conduct or results of such background checks and any actions taken as a result of those checks.

SECTION C
WAGES AND LABOR

C.1 MINIMUM WAGE RATES ON PUBLIC WORKS UNDER ORS 279C.800 THROUGH 279C.870, APPLICABLE ONLY TO WORK EXPRESSLY DESIGNATED AS PUBLIC IMPROVEMENT WORK IN A WORK UNIT.

Contractor shall pay prevailing wages for Construction-Related

Public Improvement Work designated in a Work Unit under ORS 279C.800 through 279C.870. Payment and performance bonds shall be required for one hundred percent (100%) of the total Purchase Order amount associated with a Work Unit when the total Work Unit value exceeds \$150,000.00, regardless of whether only a portion of the Work constitutes public improvement work subject to ORS 279C.800–279C.870. No prevailing wage obligation applies to any portion of the Work unless expressly identified in writing by Oregon State University as public improvement work.

Some portions of the Work are subject to Bureau of Labor and Industries Prevailing Wage Rates under ORS 279C.800 through 279C.870, and other portions are not. Contractor shall maintain separate records, classifications, hours, and invoices for Work subject to prevailing wage requirements and Work that is not.

C.2 PAYROLL CERTIFICATION AND FEE REQUIREMENTS

C.2.1 In accordance with ORS 279C.845, the Contractor and every Subcontractor shall submit written certified statements to the Owner, on the form prescribed by the Commissioner of the Bureau of Labor and Industries, certifying the hourly rate of wage paid each worker which the Contractor or the Subcontractor has employed on the project and further certifying that no worker employed on the project has been paid less than the prevailing rate of wage or less than the minimum hourly rate of wage specified in the Contract, which certificate and statement shall be verified by the oath of the Contractor or the Subcontractor that the Contractor or Subcontractor has read the certified statement, that the Contractor or Subcontractor knows the contents of the certified statement, and, that to the Contractor's or Subcontractor's best knowledge and belief, the certified statement is true. The certified statements shall set out accurately and completely the payroll records for the prior week, including the name and address of each worker, the worker's correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Certified statements for each week during which the Contractor or Subcontractor has employed a worker on the project shall be submitted once a month, by the fifth business day of the following month. The Contractor and Subcontractors shall preserve the certified statements for a period of ten (10) years from the date of completion of the Contract.

Prevailing wage requirements under Oregon Revised Statutes (ORS) 279C.800–279C.870 apply only to those discrete portions of the Work expressly designated in writing by Oregon State University as Construction-Related Public Improvement Work within a Work Unit. No other Work shall be subject to prevailing wage requirements.

C.2.2 Pursuant to ORS 279C.845(7), the Owner shall retain 25 percent of any amount earned by the Contractor on this public works project until the Contractor has filed the certified statements required by section C.2.1. The Owner shall pay to the Contractor the amount retained under this subsection within 14 days after the Contractor files the required certified statements, regardless of whether a Subcontractor has failed to file certified statements.

C.2.3 Pursuant to ORS 279C.845(8), the Contractor shall retain 25 percent of any amount earned by a first-tier Subcontractor on this public works project until the first-tier Subcontractor has filed with the Owner the certified statements required by C.2.1. Before paying any amount retained under this subsection, the Contractor shall verify that the first-tier Subcontractor has filed the certified statement. Within 14 days after the first-tier Subcontractor files the required certified statement the Contractor shall pay the first-tier Subcontractor any amount retained under this subsection.

- C.2.4 In accordance with statutory requirements and administrative rules promulgated by the Commissioner of the Bureau of Labor and Industries, the fee required by ORS 279C.825(1) will be paid by Owner to the Commissioner.

C.3 PROMPT PAYMENT AND CONTRACT CONDITIONS

- C.3.1 As a condition to Owner's performance hereunder, the Contractor shall:

C.3.1.1 Make payment promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the Work provided for in this Contract.

C.3.1.2 Pay all contributions or amounts due the State Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the Contract.

C.3.1.3 Not permit any lien or claim to be filed or prosecuted against the Owner on account of any labor or material furnished. Contractor will not assign any claims that Contractor has against Owner, or assign any sums due by Owner, to Subcontractors, suppliers, or manufacturers, and will not make any agreement or act in any way to give Subcontractors a claim or standing to make a claim against the Owner.

C.3.1.4 Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

C.3.2 As a condition to Owner's performance hereunder, if Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor of a Subcontractor by any person in connection with the project as such claim becomes due, the proper officer(s) representing the Owner may pay the claim and charge the amount of the payment against funds due or to become due Contractor under this Contract. Payment of claims in this manner shall not relieve the Contractor or the Contractor's surety from obligation with respect to any unpaid claims.

C.3.3 Contractor shall include in each subcontract for property or services entered into by the Contractor and a first-tier subcontractor, including a material supplier, for the purpose of performing a construction contract, a payment clause that obligates the Contractor to pay the first-tier Subcontractor for satisfactory performance under its subcontract within ten (10) Days out of such amounts as are paid to the Contractor by the public contracting agency under such contract.

C.3.4 All employers, including Contractor, that employ subject workers who work under this contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its Subcontractors complies with these requirements.

C.4 PAYMENT FOR MEDICAL CARE

As a condition to Owner's performance hereunder, Contractor shall promptly, as due, make payment to any person, partnership, association or corporation furnishing medical, surgical, and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such Contractor, all sums of which the Contractor agrees to pay for such services and all moneys and sums which the Contractor has collected or deducted from the wages of personnel pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

C.5 HOURS OF LABOR

As a condition to Owner's performance hereunder, no person shall be employed to perform Construction-Related Public Improvement Work expressly designated in writing by Oregon State University under this Contract for more than (10) hours in any one day or forty (40) hours in any one week, except in cases of necessity, emergency or where public policy absolutely requires it. In such instances, Contractor shall pay the employee at least time and a half pay:

- (a) For all overtime in excess of eight (8) hours a day or forty (40) hours in any one week when the work week is five consecutive Days, Monday through Friday; or
- (b) For all overtime in excess of ten (10) hours a day or forty (40) hours in any one week when the work week is four consecutive Days, Monday through Friday; and
- (c) For all Work performed on Saturday and on any legal holiday specified in ORS 279C.540.

This section C.5 will not apply to Contractor's Work under this Contract to the extent Contractor is currently a party to a collective bargaining agreement with any labor organization.

This Section C.5 shall not excuse Contractor from completion of the Work within the time required under this Contract.

SECTION D
CHANGES IN THE WORK

D.1 CHANGES IN WORK

D.1.1 The terms of this Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever, without prior written agreement and then only after any necessary approvals have been obtained. A Supplement or Amendment is required, which shall not be effective until its execution by the parties to this Contract and all approvals required by public contracting laws have been obtained.

D.1.2 It is mutually agreed that changes in Plans, quantities, or details of construction are inherent in the nature of construction and may be necessary or desirable during the course of construction. Within the general scope of this Contract, the Owner may at any time, without notice to the sureties and without impairing the Contract, require changes consistent with this Section D.1. All changes to the Work shall be documented and Amendments shall be executed under the conditions of the Contract Documents. Such changes may include, but are not limited to:

- (a) Modification of specifications and design.
- (b) Increases or decreases in quantities.
- (c) Increases or decreases to the amount of Work.
- (d) Addition or elimination of any Work item.
- (e) Change in the duration of the project.
- (f) Acceleration or delay in performance of Work.
- (g) Deductive changes,
- (h) Changed conditions.

Deductive changes are those that reduce the scope of the Work, and shall be made by mutual agreement whenever feasible. In cases of suspension or partial termination under Section J, Owner reserves the right to unilaterally impose a deductive change and to self-perform such Work, for which the provisions of B.13 (Owner's Right to Do Work) shall then apply. Adjustments in compensation shall be made under the provisions of D.1.3, in which costs for deductive changes shall be based upon a Direct Costs adjustment together with the related percentage markup specified for profit, Overhead and other indirect costs, unless otherwise agreed to by Owner.

D.1.3 The Owner and Contractor agree that adjustments to or deletions from the Work shall be administered and compensated according to the following:

- (a) Unit pricing may be utilized at the Owner's option when unit prices or solicitation alternates were provided that established the cost for adjustments to Work, and a binding obligation exists under the Contract on the parties covering the terms and conditions of the adjustment to Work.
- (b) If the Owner elects not to utilize unit pricing, or in the event that unit pricing is not available or appropriate, fixed pricing may be used for adjustments to or deletions from the Work. In fixed pricing, the basis of payments or total price shall be agreed upon in writing between the parties to the Contract, and shall be established before the Work is done whenever feasible. Notwithstanding the foregoing, the mark-ups set forth in D.1.3(c) shall be utilized in establishing fixed pricing, and such mark-ups shall not be exceeded. Cost and price data relating to adjustments to or deletions from the Work shall be supplied by Contractor to Owner upon request, but Owner shall be under no obligation to make such requests.
- (c) In the event that unit pricing and fixed pricing are not utilized, then adjustments to or deletions from the Work shall be performed on a cost reimbursement basis for Direct Costs. Such Work shall be compensated on the basis of the actual, reasonable and allowable cost of labor, equipment, and material furnished on the Work performed. In addition, the following markups shall be added to the Contractor's or Subcontractor's Direct Costs as full compensation for profit, Overhead and other indirect costs for Work directly performed with the Contractor's or Subcontractor's own forces:

On Labor.....	15%
On Equipment.....	10%
On Materials.....	10%

- (d) When adjustments to or deletions from the Work under D.1.3(c) are invoiced by an authorized Subcontractor at any level, each ascending tier Subcontractor or Contractor will be allowed a supplemental mark-up on each piece of subcontract Work covered by an Amendment as follows:

\$0.00 - \$5,000.00	10%, and then
Over \$5,000.00	5%

Notwithstanding the foregoing, the maximum aggregate markup to be billed shall not exceed 10% regardless of the number of subcontract tiers

Payments made to the Contractor shall be complete compensation for Overhead, profit, and all costs that were incurred by the Contractor or by other forces furnished by the Contractor, including Subcontractors, for adjustments to or deletions from the Work pursuant to a Supplement Amendment. Owner may establish a maximum cost for additional Work under this Section D.1.3, which shall not be exceeded for reimbursement without additional written authorization from Owner in the form of a Supplement Amendment. Contractor shall not be required to complete such additional Work without additional authorization.

Any necessary adjustment of Contract Time that may be required as a result of adjustments to or deletions from the Work must be agreed upon by the parties before the start of the revised Work unless Owner authorizes Contractor to start the revised Work before agreement on Contract Time adjustment. Contractor shall submit any request for additional compensation

(and additional Contract Time if Contractor was authorized to start Work before an adjustment of Contract Time was approved) as soon as possible but no later than thirty (30) Days after receipt of Owner's request for additional Work. Contractor agrees that this thirty (30) Day notice period is adequate time for it to request and document the amount of additional compensation or adjustment of Contract Time. If Contractor's request for additional compensation or adjustment of Contract Time is not made within the thirty (30) Day time limit, Contractor agrees its requests pertaining to that additional Work shall be barred. The thirty (30) Day time limit for making requests shall not be extended for any reason, including without limitation Contractor's claimed inability to determine the amount of additional compensation or adjustment of Contract Time, unless an extension is granted in writing by Owner. If the Owner denies Contractor's timely request for additional compensation or adjustment of Contract Time, Contractor may proceed to file a Claim under Section D.3, Claims Review Process. No other reimbursement, compensation, or payment will be made, except as provided in Section D.1.5 for impact claims.

- D.1.4 If any adjustment to Work under Section D.1.3 causes an increase or decrease in the Contractor's cost of, or the Contract Time required for the performance of any other part of the Work under this Contract, Contractor shall submit a written request to the Owner, setting forth the nature and specific extent of the request, including all time and cost impacts against the Contract as soon as possible, but no later than thirty (30) Days after receipt of Owner's request for adjustments to or deletions from the Work by Contractor.

The thirty (30) Day time limit applies to claims of Subcontractors, suppliers, or manufacturers who may be affected by Owner's request for adjustments to or deletions from the Work and who request additional compensation or an extension of Contract Time to perform; Contractor has responsibility for contacting its Subcontractors, suppliers, or manufacturers within the thirty (30) Day time limit, and including their requests with Contractor's requests. If the request involves Work to be completed by Subcontractors, or materials to be furnished by suppliers or manufacturers, such requests shall be submitted to the Contractor in writing with full analysis and justification for the adjustments to compensation and Contract Time requested. The Contractor shall analyze and evaluate the merits of the requests submitted by Subcontractors, suppliers, and manufacturers to Contractor prior to including those requests and Contractor's analysis and evaluation of those requests with Contractor's requests for adjustments to compensation or Contract Time that Contractor submits to the Owner. Failure of Subcontractors, suppliers, manufacturers or others to submit their requests to Contractor for inclusion with Contractor's requests submitted to Owner within the time period and by the means described in this section shall constitute a waiver of these Subcontractor claims. The Owner will not consider direct requests or claims from Subcontractors, suppliers, manufacturers or others not a party to this Contract. The consideration of such requests and claims under this section does not give any Person, not a party to the Contract the right to bring a claim against Owner, whether in this claims process, in litigation, or in any dispute resolution process.

If the Owner denies the Contractor's request for adjustment to compensation or Contract Time, and the request is timely as set forth herein, the Contractor may proceed to file a Claim under Section D.3, Claims Review Process.

- D.1.5 Contractor agrees that no request or Claim for additional costs or an adjustment of Contract Time shall be allowed if made after receipt of Final Payment application under this Contract. Final Payment application must be made by Contractor within the time required under Section E.6.4.

D.1.6 It is understood that changes in the Work are inherent in construction of this type. The number of changes, the scope of those changes, and the effect they have on the progress of the original Work cannot be defined at this time. The Contractor is notified that numerous changes may be required and that there will be no compensation made, unless and only to the extent otherwise provided in the Contract Documents, to the Contractor directly related to the number of changes. Each change will be evaluated for extension of Contract Time and increase or **decrease in compensation based on its own merit.**

D.1.7 All changes in the Work shall be limited to the scope, duration, and services authorized in an issued Work Unit. No change shall authorize Work outside the Commencement services described in the Solicitation Document without a separate written amendment executed by Oregon State University.

D.2 DELAYS

Contractor acknowledges that Commencement event dates are fixed, immovable deadlines identified in the Solicitation Document and applicable Work Units, and that time extensions shall not be granted where such extensions would impact scheduled Commencement events.

D.2.1 Contractor acknowledges that Commencement event dates are fixed, known in advance, and not subject to extension. Contractor waives any claim for delay, disruption, acceleration, or impact arising from known Commencement deadlines. Delays in construction include "Avoidable Delays", which are defined in Section D.2.1.1, and "Unavoidable Delays", which are defined in Section D.2.1.2. The effect of Avoidable Delays is described in Section D.2.2 and the effect of Unavoidable Delays is described in Section D.2.3.

D.2.1.1 Avoidable Delays include any delays other than Unavoidable Delays, and include delays that otherwise would be considered Unavoidable Delays but that:

- (a) Could have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the Contractor or its Subcontractors.
- (b) Affect only a portion of the Work and do not necessarily prevent or delay the prosecution of other parts of the Work or the completion of the whole Work within the Contract Time.
- (c) Do not impact activities on the accepted CPM Construction Schedule.
- (d) Are associated with the reasonable interference of other contractors employed by the Owner that do not necessarily prevent the completion of the whole Work within the Contract Time.

D.2.1.2 Unavoidable Delays include delays other than Avoidable Delays that are:

- (a) To the extent caused by any actions of the Owner, or any other employee or agent of the Owner, or by separate contractor employed by the Owner.
- (b) To the extent caused by any site conditions that differ materially from what was represented in the Contract Documents or from conditions that would normally be expected to exist and be inherent to the construction activities defined in the Contract Documents. The Contractor agrees to notify the Owner immediately of differing site conditions before the area has been disturbed. The Owner will investigate the area and make a determination as to whether the conditions differ materially from either the conditions stated in the Contract

Documents or those that could reasonably be expected in execution of this particular Contract. If Contractor and Owner agree that a differing site condition exists, any adjustment to compensation or Contract Time will be determined based on the process set forth in Section D.1.5 for adjustments to or deletions from Work. If the Owner disagrees that a differing site condition exists and denies Contractor's request for additional compensation or Contract Time, Contractor may proceed to file a Claim under Section D.3, Claims Review Process.

(c) To the extent caused by Force Majeure acts, events or occurrences that could not have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the Contractor or its Subcontractors.

(d) To the extent caused by adverse weather conditions. Any adverse weather conditions must be substantiated by documentary evidence that weather conditions were abnormal for the specific time period claimed, could not have been anticipated by the Contractor, and adversely impacted the Project in a manner that could not be avoided by rescheduling the Work or by implementing measures to protect against the weather so that the Work could proceed. A rain, windstorm, high water, or other natural phenomenon for the specific locality of the Work, which might reasonably have been anticipated from the previous 10-year historical records of the general locality of the Work, shall not be construed as abnormal. The parties agree that rainfall greater than the following levels cannot be reasonably anticipated:

- (i) Daily rainfall equal to, or greater than, 0.50 inch during a month when the monthly rainfall exceeds the normal monthly average by twenty-five percent (25 %) or more.
- (ii) daily rainfall equal to, or greater than, 0.75 inch at any time.

The Office of the Environmental Data Service of the National Oceanic and Atmospheric Administration of the U.S. Department of Commerce nearest the Project site shall be considered the official agency of record for weather information.

D.2.2 Contractor agrees it is not be entitled to additional compensation or additional Contract Time for Avoidable Delays.

D.2.3 In the event of Unavoidable Delays, based on principles of equitable adjustment, Contractor may be entitled to the following:

- (a) Contractor may be entitled to additional compensation or additional Contract Time, or both, for Unavoidable Delays described in Section D.2.1.2 (a) and (b).
- (b) Contractor may be entitled to additional Contract Time for Unavoidable Delays described in Section D.2.1.2(c) and (d).

In the event of any requests for additional compensation or additional Contract Time, or both, as applicable, arising under this Section D.2.3 for Unavoidable Delays, other than requests for additional compensation or additional Contract Time for differing site conditions for which a review process is established under Section D.2.1.2 (b), Contractor must submit a written notification of the delay to the Owner within two (2) Days of the occurrence of the cause of the delay. This written notification shall state the cause of the potential delay, the project components impacted by the delay, and the anticipated additional Contract Time extension or the additional compensation, or both, as applicable, resulting from the delay. Within seven (7) Days after the cause of the delay has been

mitigated, or in no case more than thirty (30) Days after the initial written notification, the Contractor agrees to submit to the Owner, a complete and detailed request for additional compensation or additional Contract Time, or both, as applicable, resulting from the delay. If the Owner denies Contractor's request for additional compensation or adjustment of Contract Time, the Contractor may proceed to file a Claim under Section D.3, Claims Review Process, provided Contractor has complied with the requirement in this Section D.2.3. Contractor agrees any Claim it may have been barred if Contractor does not comply with the requirements herein.

If Contractor does not timely submit the notices required under this Section D.2, then unless otherwise prohibited by law, Contractor's Claim shall be barred.

D.3 CLAIMS REVIEW PROCESS

D.3.1 All Contractor Claims shall be referred to the Owner for review. Contractor's Claims, including Claims for adjustments to compensation or Contract Time, shall be submitted in writing by Contractor to the Owner within five (5) Days after a denial of Contractor's initial request for an adjustment of Contract terms, payment of money, extension of Contract Time or other relief, provided that such initial request has been submitted in accordance with the requirements and within the time limits established in these General Conditions. Within thirty (30) Days after the initial Claim, Contractor shall submit to the Owner a complete and detailed description of the Claim (the "Detailed Notice") that includes all information required by Section D.3.2. Contractor agrees that, unless the Claim is made in accordance with these time requirements, Contractor voluntarily waived all rights to prosecute its Claim.

Claims related to known Commencement scheduling constraints, event sequencing, venue availability, or University academic calendar limitations are waived and shall not be compensable.

D.3.2 The Detailed Notice of the Claim shall be submitted in writing by Contractor and shall include a detailed, factual statement of the basis of the Claim, pertinent dates, Contract provisions which support or allow the Claim, reference to or copies of any documents which support the Claim, the dollar value of the Claim, and the Contract Time adjustment requested for the Claim. If the Claim involves Work to be completed by Subcontractors, the Contractor will analyze and evaluate the merits of the Subcontractor claim prior to forwarding it and that analysis and evaluation to the Owner. The Owner will not consider direct claims from Subcontractors, suppliers, manufacturers, or others not a party to this Contract. Contractor agrees that it will make no agreement, covenant, or assignment, nor will it commit any other act that will permit or assist any Subcontractor, supplier, manufacturer, or other to directly or indirectly make a claim against Owner.

D.3.3 The Owner will review all Claims and take one or more of the following preliminary actions within ten (10) Days of receipt of the Detailed Notice of a Claim: (1) request additional supporting information from the Contractor; (2) inform the Contractor and Owner in writing of the time required for adequate review and response; (3) reject the Claim in whole or in part and identify the reasons for rejection; (4) based on principles of equitable adjustment, recommend approval of all or part of the Claim; or (5) propose an alternate resolution.

D.3.4 The Owner's decision shall be final and binding on the Contractor unless appealed by written notice to the Owner within fifteen (15) Days of receipt of the decision. The Contractor must present written documentation supporting the Claim within fifteen (15) Days of the notice of appeal. After receiving the appeal documentation, the Owner shall review the

materials and render a decision within thirty (30) Days after receiving the appeal documents.

D.3.5 The decision of the Owner shall be final and binding unless the Contractor delivers to the Owner its request for mediation, which shall be a non-binding process, within fifteen (15) Days of the date of the Owner's decision. The mediation process will be considered to have commenced as of the date the Contractor delivers the request. Both parties acknowledge and agree that participation in mediation is a prerequisite to commencement of litigation of any disputes relating to the Contract. Both parties further agree to exercise their best efforts in good faith to resolve all disputes within sixty (60) Days of the commencement of the mediation through the mediation process set forth herein.

In the event that a lawsuit must be filed within this sixty (60) Day period in order to preserve a cause of action, the parties agree that, notwithstanding the filing, they shall proceed diligently with the mediation to its conclusion prior to actively prosecuting the lawsuit, and shall seek from the Court in which the lawsuit is pending such stays or extensions, including the filing of an answer, as may be necessary to facilitate the mediation process. Further, in the event settlements are reached on any issues through mediation, the plaintiff shall promptly cause to be entered by the Court a stipulated general judgment of dismissal with prejudice, or other appropriate order limiting the scope of litigation as provided in the settlement.

D.3.6 Should the parties arrive at an impasse regarding any Claims or disputed Claims, it is agreed that the parties shall participate in mediation as specified in Section D.3.5. The mediation process will be considered to have been commenced as of the date one party delivers to the other its request in writing to mediate. The mediator shall be an individual mutually acceptable to both parties, but in the absence of agreement each party shall select a temporary mediator and the temporary mediators shall jointly select the permanent mediator. Each party shall pay its own costs for the time and effort involved in mediation. The cost of the mediator shall be split equally between the two parties. Both parties agree to exercise their best effort in good faith to resolve all disputes in mediation. Participation in mediation is a mandatory requirement of both the Owner and the Contractor. The schedule, time and place for mediation will be mutually acceptable, or, failing mutual agreement, shall be as established by the mediator. The parties agree to comply with Owner's administrative rules governing the confidentiality of mediation, if any, and shall execute all necessary documents to give effect to such confidentiality rules. In any event, the parties shall not subpoena the mediator or otherwise require the mediator to produce records, notes or work product, or to testify in any future proceedings as to information disclosed or representations made in the course of mediation, except to the extent disclosure is required by law.

D.3.7 Unless otherwise directed by Owner, Contractor shall proceed with the Work while any Claim, or mediation or litigation arising from a Claim, is pending. Regardless of the review period or the final decision of the Owner, the Contractor shall continue to diligently pursue the Work as identified in the Contract Documents. In no case is the Contractor justified or allowed to cease or Delay Work, in whole or in part, without a written stop work order from the Owner.

SECTION E **PAYMENTS**

E.1 SCHEDULE OF VALUES

The Contractor shall submit, at least ten (10) Days prior to submission of its first application for progress payment, a schedule of values ("Schedule of Values") for the contracted Work. This schedule

shall provide a breakdown of values for the contracted Work and will be the basis for progress payments. The breakdown shall demonstrate reasonable, identifiable, and measurable components of the Work. Unless objected to by the Owner, this schedule shall be used as the basis for reviewing Contractor's applications for payment. If objected to by Owner, Contractor shall revise the schedule of values and resubmit the same for approval of Owner.

The Schedule of Values shall be established on a Work Unit basis and shall reflect only the services, labor, materials, and event infrastructure expressly authorized in the applicable Work Unit.

E.2 APPLICATIONS FOR PAYMENT

Applications for Payment shall be submitted separately for each Work Unit and shall not combine amounts from multiple Work Units or unrelated services.

E.2.1 Payment shall be made only for Work authorized by an applicable Work Unit and satisfactorily performed and accepted by Oregon State University. Planning, coordination, preparatory activities, or services not expressly required by a Work Unit are not compensable.

Owner shall make progress payments on the Contract monthly as Work progresses, in accordance with the requirements of this Section E.2. Applications for payment shall be based upon estimates of Work completed and the Schedule of Values. As a condition precedent to Owner's obligation to pay, all applications for payment shall be approved by the Owner. A progress payment shall not be considered acceptance or approval of any Work or waiver of any defects therein. Owner shall pay to Contractor interest for overdue invoices at the rate of two-thirds of one percent per month on the progress payment, not including retainage, due the Contractor. Overdue invoices will be those that have not been paid within forty-five (45) days from the latest of:

- (a) The date of the receipt of the accurate invoice;
- (b) The date Owner receives the correct application for payment if no invoice is received;
- (c) The date all goods and services have been received; or
- (d) The date a Claim is made certain by agreement of the parties or by operation of law.

Notwithstanding the foregoing, in instances when an application for payment is filled out incorrectly, or when there is any defect or impropriety in any submitted application or when there is a good faith dispute, Owner shall so notify the Contractor within fifteen (15) Days stating the reason or reasons the application for payment is defective or improper or the reasons for the dispute. A defective or improper application for payment, if corrected by the Contractor within seven (7) Days of being notified by the Owner, shall not cause a payment to be made later than specified in this section unless interest is also paid. Payment of interest will be postponed when payment on the principal is delayed because of disagreement between the Owner and the Contractor.

Owner reserves the right, instead of requiring the Contractor to correct or resubmit a defective or improper application for payment, to reject the defective or improper portion of the application for payment and pay the remainder of the application for such amounts which are correct and proper.

Owner, upon written notice to the Contractor, may elect to make payments to the Contractor only by means of Electronic Funds Transfers (EFT) through Automated Clearing House (ACH) payments. If Owner makes this election, the Contractor shall arrange for receipt of the EFT/ACH payments.

E.2.2 Contractor shall submit to the Owner an application for each payment and, if required, receipts or other vouchers showing payments for materials and labor including payments to Subcontractors. Contractor shall include in its application for payment a schedule of the percentages of the various parts of the Work completed, based on the Schedule of Values which shall aggregate to the payment application total, and shall include, on the face of each copy thereof, a certificate in substantially the following form:

"I, the undersigned, hereby certify that the above bill is true and correct, and the payment therefore, has not been received.

Signed: _____,
Dated: _____,"

E.2.3 Generally, applications for payment will be accepted only for materials that have been installed. Under special conditions, applications for payment for stored materials will be accepted at Owner's sole discretion. Such a payment, if made, will be subject to the following conditions:

- (a) The request for stored material shall be submitted at least thirty (30) Days in advance of the application for payment on which it appears. Applications for payment shall be entertained for major equipment, components or expenditures only.
- (b) The Contractor shall submit applications for payment showing the quantity and cost of the material stored.
- (c) The material shall be stored in a bonded warehouse and Owner shall be granted the right to access the material for the purpose of removal or inspection at any time during the Contract Period.
- (d) The Contractor shall name the Owner as co-insured on the insurance policy covering the full value of the property while in the care and custody of the Contractor until it is installed. A certificate noting this coverage shall be issued to the Owner.
- (e) Payments shall be made for materials and equipment only. The submitted amount in the application for payment shall be reduced by the cost of transportation from the storage site to the project site and for the cost of an inspector to verify delivery and condition of the goods at the storage site. The cost of storage and inspection shall be borne solely by the Contractor.
- (f) Within sixty (60) Days of the application for payment, the Contractor shall submit evidence of payment covering the material and/or equipment stored and of payment for the storage site.
- (g) Payment for stored materials and/or equipment shall in no way indicate acceptance of the materials and/or equipment or waive any rights under this Contract for the rejection of the Work or materials and/or equipment not in conformance with the Contract Documents.
- (h) All required documentation shall be submitted with the respective application for payment.

E.2.4 The Owner reserves the right to withhold all or part of a payment, or may nullify in whole or part any payment previously made, to such extent as may be necessary in the Owner's opinion to protect the Owner from loss because of:

- (a) Work that is defective and not remedied, or that has been demonstrated or identified as failing to conform with Applicable Laws or the Contract Documents,

- (b) Third party claims filed or evidence reasonably indicating that such claims will likely be filed unless security acceptable to the Owner is provided by the Contractor;
- (c) Failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment (in which case Owner may issue checks made payable jointly to Contractor and such unpaid persons under this provision, or directly to Subcontractors and suppliers at any level under Section C.3.2.);
- (d) Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Price;
- (e) Damage to the Work, Owner or another contractor;
- (f) Reasonable evidence that the Work will not be completed within the Contract Time required by the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
- (g) Failure to carry out the Work in accordance with the Contract Documents; or
- (h) Assessment of liquidated damages, when withholding is made for offset purposes.

E.2.5 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- (a) Take that portion of the Contract Price properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Price allocated to that portion of the Work in the Schedule of Values, less retainage as provided in Section E.5. Pending final determination of cost to the Owner of changes in the Work, no amounts for changes in the Work can be included in applications for payment until the Contract Price has been adjusted by a Supplement Amendment;
- (b) Add that portion of the Contract Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner pursuant to Section E.2.3, suitably stored off the site at a location agreed upon in writing), less retainage as provided in Section E.5;
- (c) Subtract the aggregate of previous payments made by the Owner; and
- (d) Subtract any amounts for which the Owner has withheld or nullified payment as provided in the Contract Documents.

E.2.6 Contractor's applications for payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay to a Subcontractor or material supplier.

E.2.7 The Contractor warrants to Owner that title to all Work covered by an application for payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an application for payment all Work for which payments are received from the Owner shall be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided financing, labor, materials and equipment relating to the Work.

E.2.8 If Contractor disputes any determination by Owner with regard to any application for payment, Contractor nevertheless shall continue to expeditiously perform the Work. No payment made hereunder shall be or be construed to be final acceptance or

approval of that portion of the Work to which such partial payment relates or shall relieve Contractor of any of its obligations hereunder.

E.2.9 Contractor shall submit its initial MWESB Report within ten (10) Days of Contractor's execution of the Contract. Contractor shall submit annual MWESB Reports on June 30 of each year the Contract is active. Contracts first executed by Contractor within ninety (90) Days before June 30 of the year of execution by Contractor may at the discretion of Owner be exempt from submitting the annual MWESB Report otherwise due on that June 30. The final MWESB Report shall be filed with the application for final payment. Timely receipt of MWESB Reports by Owner shall be a condition precedent to Owner's obligation to pay any progress payments or final payment otherwise due.

E.3 PAYROLL CERTIFICATION REQUIREMENT

Payroll certification requirements apply only to Work Units or portions of Work Units expressly designated as Construction-Related Public Improvement Work subject to ORS 279C.800 through 279C.870.

Owner's receipt of payroll certification pursuant to Section C.2 of this Contract shall be a condition precedent to Owner's obligation to pay any progress payments or final payment otherwise due.

E.4 DUAL PAYMENT SOURCES

Contractor shall not be compensated for Work performed under this Contract from any state agency other than the agency that is a party to this Contract.

Dual payment source requirements apply only where expressly identified in a Work Unit and do not apply to professional services or non-construction commencement services.

E.5 RETAINAGE

Retainage shall be applied only to Construction-Related Public Improvement Work designated in a Work Unit and shall not be applied to professional services or non-construction commencement services, except as required by Applicable Law.

E.5.1 Retainage shall be withheld and released in accordance with the requirements set forth in OSU Standards.

E.5.1.1 Owner may reserve as retainage from any progress payment an amount not to exceed five percent of the payment. As Work progresses, Owner may reduce the amount of retainage on or may eliminate retainage on any remaining monthly Contract payments after 50 percent of the Work under the Contract is completed if, in the Owner's discretion, such Work is progressing satisfactorily. Elimination or reduction of retainage shall be allowed only at Owner's sole discretion and only upon written application by the Contractor, which application shall include written approval of Contractor's surety; except that when the Work is 97-1/2 percent completed the Owner may, at its discretion and without application by the Contractor, reduce the retained amount to 100 percent of the value of the Work remaining to be done. Upon receipt of written application by the Contractor, Owner shall respond in writing within a reasonable time.

E.5.1.2 Contractor may request in writing:

- (a) To be paid amounts which would otherwise have been retained from progress payments where Contractor has deposited acceptable bonds and securities of equal value with Owner or in a custodial account or other mutually-agreed account satisfactory to Owner, with an approved

bank or trust company to be held in lieu of the cash retainage for the benefit of Owner;

- (b) For construction projects over \$1,000,000, that retainage be deposited in an interest-bearing account, established through the State Treasurer for state agencies, in a bank, savings bank, trust company or savings association for the benefit of Owner, with earnings from such account accruing to the Contractor; or
- (c) That the Owner allow Contractor to deposit a surety bond for the benefit of Owner, in a form acceptable to Owner, in lieu of all or a portion of funds retained, or to be retained. Such bond and any proceeds therefrom shall be made subject to all claims in the manner and priority as set forth for retainage.

When the Owner has accepted the Contractor's election of option (a) or (b), Owner may recover from Contractor any additional costs incurred through such election by reducing Contractor's final payment. Where the Owner has agreed to Contractor's request for option (c), Contractor shall accept like bonds from Subcontractors and suppliers on the project from which Contractor has required retainages.

E. 5.1.3 The retainage held by Owner shall be included in and paid to the Contractor as part of the Final Payment of the Contract Price. The Owner shall pay to Contractor interest at the rate of two-thirds of one percent per month on the final payment due Contractor, interest to commence forty-five (45) Days after the date which Owner receives Contractor's final approved application for payment and Work under the Contract has been completed and accepted and to run until the date when final payment is tendered to Contractor. The Contractor shall notify Owner in writing when the Contractor considers the Work complete and deliver to Owner its final application for payment and Owner shall, within fifteen (15) Days after receiving the written notice and the application for payment, either accept the Work or notify the Contractor of Work yet to be performed on the Contract. If Owner does not within the time allowed notify the Contractor of Work yet to be performed to fulfill contractual obligations, the interest provided by this subsection shall commence to run forty-five (45) Days after the end of the 15-Day period.

E.5.1.4 Owner will reduce the amount of the retainage if the Contractor notifies the controller of the Owner that the Contractor has deposited in an escrow account with a bank or trust company, in a manner authorized by the Owner, bonds and securities of equal value of a kind approved by the Owner and such bonds and securities have in fact been deposited.

E.5.1.5 Contractor agrees that if Contractor elects to reserve a retainage from any progress payment due to any Subcontractor or supplier, such retainage shall not exceed five percent of the payment, and such retainage withheld from Subcontractors and suppliers shall be subject to the same terms and conditions stated in Subsection E.5 as apply to Owner's retainage from any progress payment due to Contractor.

E.6 FINAL PAYMENT

E.6.1 Upon completion of all the Work under this Contract, the Contractor shall notify the Owner, in writing, that Contractor has completed Contractor's obligations under the Contract and shall prepare its application requesting final payment. Upon receipt of such notice and application for payment, the Owner will inspect the Work, and, if acceptable, submit to the Owner a recommendation as to acceptance of the completed Work and the final estimate of the amount due the Contractor. If the Work is not acceptable, Owner will notify Contractor within fifteen (15) Days of Contractor's request for Final Payment. Upon

approval of this final application for payment by the Owner and compliance by the Contractor with provisions in Section K, and Contractor's satisfaction of other provisions of the Contract Documents as may be applicable, the Owner shall pay to the Contractor all monies due under the provisions of these Contract Documents.

E.6.2 Neither Final Payment nor any remaining retained percentage shall become due until the Contractor submits to the Owner (1) a certificate evidencing that insurance required by the Contract Documents to remain in force after Final Payment is currently in effect and will not be canceled or allowed to expire until at least thirty (30) Days' prior written notice has been given to the Owner, (2) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (3) consent of surety, if any, to Final Payment and (4), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

E.6.3 Acceptance of Final Payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final application for payment.

E.6.4 Contractor agrees to submit its final payment application within ninety (90) Days after Substantial Completion, unless written extension is granted by Owner. Contractor shall not delay Final Payment application for any reason, including without limitation nonpayment of Subcontractors, suppliers, manufacturers or others not a party to this Contract, or lack of resolution of a dispute with Owner or any other person of matters arising out of or relating to the Contract. If Contractor fails to submit its Final Payment application within ninety (90) Days after Substantial Completion, and Contractor has not obtained written extension by Owner, all requests or Claims for additional costs or an extension of Contract Time shall be waived.

E.6.5 Final Payment for each Work Unit shall be conditioned upon completion of the services authorized in that Work Unit and submission of all deliverables required for that Work Unit.

SECTION F **JOB SITE CONDITIONS**

This section applies only to the extent required by the applicable Work Unit and is limited to temporary event infrastructure, staging, load-in, load-out, and restoration activities associated with Oregon State University Commencement.

F.1 USE OF PREMISES

Contractor shall confine equipment, storage of materials and operation of Work to the limits indicated by Contract Documents, Applicable Laws, permits or directions of the Owner. Contractor shall follow the Owner's instructions regarding use of premises, if any.

Contractor bears sole responsibility for public safety, crowd protection, temporary structures, overhead elements, and event-related hazards associated with Commencement activities, regardless of Owner presence, coordination, or oversight.

F.2 PROTECTION OF WORKERS, PROPERTY AND THE PUBLIC

- F.2.1 Contractor shall maintain continuous and adequate protection of all of the Work from damage and shall protect the Owner, workers and property from injury or loss arising in connection with this Contract. Contractor shall remedy acceptably to the Owner any damage, injury, or loss, except such as may be directly due to errors in the Contract Documents or caused by authorized representatives or personnel of the Owner. Contractor shall adequately protect adjacent property as provided by law and the Contract Documents.
- F.2.2 Contractor shall take all necessary precautions for the safety of all personnel on the job site or otherwise engaged in the undertaking of the Work and shall comply with the Contract Documents, best practices and all applicable provisions of federal, state and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the Work is being performed. Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the Work, all necessary safeguards for protection of workers and the public against any hazards created by construction. Contractor shall designate a responsible employee or associate on the Work site, whose duty shall be the prevention of accidents. The name and position of the person designated shall be reported to the Owner. The Owner has no responsibility for Work site safety. Work site safety shall be the responsibility of the Contractor.
- F.2.3 Contractor shall not enter upon private property without first obtaining permission from the property owner or its duly authorized representative. Contractor shall be responsible for the preservation of all public and private property along and adjacent to the Work contemplated under the Contract and shall use every precaution necessary to prevent damage thereto. In the event the Contractor damages any property, the Contractor shall at once notify the property owner and make, or arrange to make, full restitution. Contractor shall, immediately and in writing, report to the Owner, all pertinent facts relating to such property damage and the ultimate disposition of the claim for damage.
- F.2.4 Contractor shall be responsible for protection of adjacent work areas including impacts brought about by activities, equipment, labor, utilities, vehicles and materials on the site.
- F.2.5 Contractor shall at all times direct its activities in such a manner as to minimize adverse effects on the environment. Handling of all materials shall be conducted so no release will occur that may pollute or become hazardous.
- F.2.6 In an emergency affecting the safety of life or limb or of the Work or of adjoining property, the Contractor, without special instruction or authorization from the Owner, shall act reasonably to prevent threatened loss or injury, and shall so act, without appeal, if instructed by the Owner. Any compensation claimed by the Contractor on account of emergency work shall be determined in accordance with section D.
- F.2.7 Contractor shall ensure stability, load capacity, anchoring, bracing, and securement of all temporary structures and overhead components; maintain clear egress and ADA routes; protect audience circulation areas; manage temporary electrical routing and cable protection; and comply with University safety programs, fire marshal directives, and assembly-event requirements.
- F.2.8 Protection obligations under this section apply during active event setup, event operations, and event teardown periods identified in the applicable Work Unit and do not create ongoing job site responsibilities beyond those periods.

F.3 CUTTING AND PATCHING

Cutting and patching obligations apply only when expressly authorized in writing by Oregon State University in a Work Unit and do not apply to temporary event infrastructure unless permanent facilities are expressly impacted.

- F.3.1 Contractor shall be responsible for coordinating all cutting, fitting, or patching of the Work to make its several parts come together properly and fit to receive or be received by work of other contractors or Subcontractors shown upon, or reasonably implied by, the Contract Documents.
- F.3.2 Contractor shall be responsible for restoring all cut, fitted, or patched surfaces to an original condition; provided, however, that if a different condition is specified in the Contract Documents, then Contractor shall be responsible for restoring such surfaces to the condition specified in the Contract Documents.

F.4 CLEANING UP

From time to time as may be prudent or ordered by the Owner and, in any event, immediately after completion of the Work, the Contractor shall, at its own expense, clean up and remove all refuse and unused materials of any kind resulting from the Work. If Contractor fails to do so within twenty-four hours after notification by the Owner the work may be done by others and the cost charged to the Contractor and deducted from payment due the Contractor.

Cleanup obligations are limited to removal of temporary event infrastructure, debris, and restoration activities described in the applicable Work Unit.

F.5 ENVIRONMENTAL CONTAMINATION (APPLICABLE ONLY WHEN EXPRESSLY REQUIRED IN A WORK UNIT)

This section applies only to environmental conditions directly caused by Contractor's Work under an issued Work Unit and does not apply to pre-existing site conditions or conditions unrelated to event-related activities.

The following provisions apply only when expressly required in a Work Unit: construction-specific testing or inspections; environmental contamination and cleanup standards; permanent building-system integration; permanent utility or mechanical system tie-ins; and certificates of occupancy. These provisions do not apply to temporary event infrastructure unless identified in writing.

- F.5.1. Contractor shall be held responsible for and shall indemnify, defend (with counsel of Owner's choice), and hold harmless Owner from and against any costs, expenses, damages, claims, and causes of action, (including attorney fees), or any of them, resulting from all spills, releases, discharges, leaks and disposal of environmental pollution, including storage, transportation, and handling during the performance of the Work or Contractor's obligations under the Contract which occur as a result of, or are contributed by, the negligence or actions of Contractor or its personnel, agents, or Subcontractors or any failure to perform in accordance with the Contract Documents (except to the extent otherwise void under ORS 30.140). Nothing in this section F.5.1 shall limit Contractor's responsibility for obtaining insurance coverages required under Section G.3 of this Contract, and Contractor shall take no action that would void or impair such coverages.
- F.5.1.1 Contractor agrees to promptly dispose of such spills, releases, discharge or leaks to the satisfaction of Owner and regulatory agencies having jurisdiction in a manner that complies with Applicable Laws. Cleanup shall be at no cost to the Owner and shall be performed by properly qualified and, if applicable, licensed personnel.

F.5.1.2 Contractor shall obtain the Owner's written consent prior to bringing onto the Work site any (i) environmental pollutants or (ii) hazardous substances or materials, as the same or reasonably similar terms are used in any Applicable Laws. Notwithstanding such written consent from the Owner, the Contractor, at all times, shall:

- (a) Properly handle, use and dispose of all environmental pollutants and hazardous substances or materials brought onto the Work site, in accordance with all Applicable Laws;
- (b) Be responsible for any and all spills, releases, discharges, or leaks of (or from) environmental pollutants or hazardous substances or materials which Contractor has brought onto the Work site; and
- (c) Promptly clean up and remediate, without cost to the Owner, such spills, releases, discharges, or leaks to the Owner's satisfaction and in compliance with all Applicable Laws.

F.5.2 Contractor shall report all reportable quantity releases, as such releases are defined in Applicable Laws, including but not limited to 40 CFR Part 302, Table 302.4 and in OAR 340-142-0050, to applicable federal, state, and local regulatory and emergency response agencies. Upon discovery, regardless of quantity, Contractor must telephonically report all releases to the Owner. A written follow-up report shall be submitted to Owner within 48 hours of the telephonic report. Such written report shall contain, as a minimum:

- (a) Description of items released (identity, quantity, manifest numbers, and any and all other documentation required by law.)
- (b) Whether number of items released is EPA/DEQ reportable, and, if so, when reported.
- (c) Exact time and location of release, including a description of the area involved.
- (d) Containment procedures initiated.
- (e) Summary of communications about the release between Contractor and members of the press or State, local or federal officials other than Owner.
- (f) Description of cleanup procedures employed or to be employed at the site, including disposal location of spill residue.
- (g) Personal injuries, if any, resulting from, or aggravated by, the release.

F.6 ENVIRONMENTAL CLEAN-UP (APPLICABLE ONLY WHEN EXPRESSLY REQUIRED IN A WORK UNIT)

Environmental clean-up obligations apply only to contamination caused by Contractor's activities under an issued Work Unit and are limited to remediation required by Applicable Laws.

The following provisions apply only when expressly required in a Work Unit: construction-specific testing or inspections; environmental contamination and cleanup standards; permanent building-system integration; permanent utility or mechanical system tie-ins; and certificates of occupancy. These provisions do not apply to temporary event infrastructure unless identified in writing.

F.6.1 Unless disposition of environmental pollution is specifically a part of this Contract, or was caused by the Contractor (reference

F.5 Environmental Contamination), Contractor shall immediately notify Owner of any hazardous substance(s) which Contractor discovers or encounters during performance of the Work required by this Contract. "Hazardous substance(s)" means any hazardous, toxic and radioactive materials and those substances defined as "hazardous substances," "hazardous materials," "hazardous wastes," "toxic substances," or other similar designations in any federal, state, or local law, regulation, or ordinance, including without limitation asbestos, polychlorinated biphenyl (PCB), or petroleum, and any substances, materials or wastes regulated by 40 CFR, Part 261 and defined as hazardous in 40 CFR S 261.3. In addition to notifying Owner of any hazardous substance(s) discovered or encountered, Contractor shall immediately cease working in any particular area of the project where a hazardous substance(s) has been discovered or encountered if continued work in such area would present a risk or danger to the health or well-being of Contractor's or any Subcontractor's work force, property or the environment.

F.6.2 Upon being notified by Contractor of the presence of hazardous substance(s) on the project site, Owner shall arrange for the proper disposition of such hazardous substance(s).

F.7 FORCE MAJEURE

A party to this Contract shall not be held responsible for delay or default due to Force Majeure acts, events or occurrences unless they could have been avoided by the exercise of reasonable care, prudence, foresight, and diligence by that party. The Owner may terminate this Contract upon written notice after determining that delay or default caused by Force Majeure acts, events or occurrences will reasonably prevent successful performance of the Contract.

Force Majeure provisions apply to the extent permitted by law and do not alter fixed Commencement event dates identified in the Solicitation Document or applicable Work Units.

SECTION G
INDEMNITY, BONDING, AND INSURANCE

G.1 RESPONSIBILITY FOR DAMAGES / INDEMNITY

G.1.1 Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay that may be caused by, or result from, the carrying out of the Work to be done under this Contract, or from any act, omission or neglect of the Contractor, its Subcontractors, sub-subcontractors of any tier, suppliers, employees, guests, visitors, invitees and agents.

G.1.2 To the fullest extent permitted by law, Contractor shall indemnify, defend (with counsel approved by Owner) and hold harmless the Owner, Architect/Engineer, Architect/Engineer's consultants, and their respective officers, directors, agents, employees, partners, members, stockholders and affiliated companies (collectively "Indemnitees") from and against all liabilities, damages, losses, claims, expenses (including reasonable attorney fees), demands and actions of any nature whatsoever which arise out of, result from or are related to, (a) any damage, injury, loss, expense, inconvenience or delay described in this Section G.1., (b) any accident or occurrence which happens or is alleged to have happened in or about the project site or any place where the Work is being performed, or in the vicinity of either, at any time prior to the time the Work is fully completed in all respects, (c) any failure of the Contractor or its Subcontractors, sub-subcontractors of any tier, suppliers, employees or consultants to observe or perform any duty or obligation under the Contract Documents which is to be observed or performed by the Contractor, or any breach of any agreement, representation or warranty of the Contractor contained in the Contract Documents or in any subcontract, (d) the negligent acts or omissions of the Contractor, a

Subcontractor, sub-subcontractor of any tier suppliers, a consultant or anyone directly or indirectly employed by them or any one of them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder (except to the extent otherwise void under ORS 30.140), and (e) any lien filed upon the project or bond claim in connection with the Work. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section G.1.2.

- G.1.3 In claims against any person or entity indemnified under Section G.1.2 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section G.1.2 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

The indemnity obligations in this section apply to the scope of services performed under each Work Unit and do not expand Contractor liability beyond the services and activities expressly authorized for Oregon State University Commencement.

G.2 PERFORMANCE AND PAYMENT SECURITY; PUBLIC WORKS BOND

- G.2.1 When the Contract Price is \$150,000 or more (or \$50,000 or more in the case of Contracts for highways, bridges and other transportation projects), the Contractor shall furnish and maintain in effect at all times during the Contract Period a performance bond in a sum equal to the Contract Price and a separate payment bond also in a sum equal to the Contract Price. Contractor shall furnish such bonds even if the Contract Price is less than the above thresholds if otherwise required by the Contract Documents. Payment and Performance Bonds shall be required for one hundred percent (100%) of the total Purchase Order amount associated with each Work Unit, regardless of whether only a portion of the Work is subject to prevailing wage requirements.
- G.2.2 Bond forms furnished by the Owner and notarized by awarded Contractor's surety company authorized to do business in Oregon are the only acceptable forms of performance and payment security, unless otherwise specified in the Contract Documents.
- G.2.3 Before execution of the Contract the Contractor shall file with the Construction Contractors Board, and maintain in full force and effect, the separate public works bond required by ORS Chapter 279C, and OAR 839-025-0015, unless otherwise exempt under those provisions. The Contractor shall also include in every subcontract a provision requiring the Subcontractor to have a public works bond filed with the Construction Contractors Board before starting Work, unless otherwise exempt, and shall verify that the Subcontractor has filed a public works bond before permitting any Subcontractor to start Work.
- G.2.4 Payment and performance bonds shall be required for one hundred percent (100%) of the total Purchase Order amount associated with a Work Unit when the Work Unit exceeds \$150,000.00, regardless of whether only a portion of the Work is subject to prevailing wage requirements, consistent with ORS 279C.380.

G.3 INSURANCE

- G.3.1 General Requirements. The required insurance amounts set forth below do not in any way limit the amount or scope of

liability of Contractor under this Contract. The amounts listed indicate only the minimum amounts of insurance coverage. Owner is willing to accept to help insure full performance of all terms and conditions of this Contract.

- G.3.1.1 Primary Coverage: Insurance carried by Contractor under this Contract shall be the primary and non-contributory coverage. The coverages indicated are minimums unless otherwise specified in the Contract Documents.
- G.3.1.2 Company Ratings. All policies of insurance must be written by companies having an A.M. Best rating of no less than "A-VII", or equivalent. Owner may, upon thirty (30) days written notice to Contractor, require Contractor to change any carrier whose rating drops below an "A-VII" rating. 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 the Owner.
- G.3.1.3 Additional Insured: Each liability policy, except for Worker's Compensation, shall be endorsed to include Owner, its officers, trustees, employees and agents as additional insured but only with respect to the Contractor's activities to be performed under this Contract.

If Contractor cannot obtain an insurer to name the Owner as additional insured, Contractor shall obtain at Contractor's expense, and keep in effect during the term of this Contract, Owners and Contractors Protective Liability Insurance, naming the Owner as additional insured with minimum limits of \$2,000,000 per occurrence and \$2,000,000 aggregate. This policy must be kept in effect for 36 months following Final Completion. As evidence of coverage, Contractor shall furnish the actual policy to Owner prior to execution of the Contract.

- G.3.1.4 Notice of Cancellation or Change: If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify Owner by fax within five (5) 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, the Contractor agrees to stop Work pursuant to this Contract, unless all required insurance remain in effect. Any failure to comply with the reporting provisions of this insurance, except for the potential exhaustion of aggregate limits, shall not affect the coverages provided to the Owner.

Owner shall have the right, but not the obligation, of prohibiting Contractor from entering the Work site until a new certificate(s) of insurance is provided to Owner evidencing the replacement coverage. The Contractor agrees Owner reserves the right to withhold payment to Contractor until evidence of reinstated or replacement coverage is provided to Owner.

- G.3.2 Workers' Compensation: All employers, including Contractor, that employ subject workers who work under this Contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. This shall include Employer's Liability Insurance with minimum limits of \$1,000,000 each accident; \$1,000,000 disease-each employee; and \$1,000,000 disease-policy limit. Contractors who perform the Work without the assistance or labor of any employee need not obtain such coverage if the Contractor certifies so in writing. Contractor shall ensure that each of its Subcontractors complies with these requirements. The

Contractor shall require proof of such Workers' Compensation coverage by receiving and keeping on file a certificate of insurance from each Subcontractor or anyone else directly employed by either the Contractor or its Subcontractors.

- G.3.3 Commercial General Liability. Contractor shall obtain, and keep in effect at Contractor's expense for the term of the Contract, Commercial General Liability Insurance covering bodily injury and property damage in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 aggregate. This insurance shall include personal injury liability, products and completed operations, and contractual liability for the indemnities provided under this Contract (to the extent contractual liability coverage for the indemnity is available in the marketplace).
- G.3.4. Automobile Liability: Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Contract, Automobile Liability Insurance with "symbol 1" coverage (owned, hired, and non-owned vehicles). The coverage may be written in combination with the Commercial General Liability Insurance. Contractor shall provide proof of insurance showing minimum limits of \$2,000,000 combined single limit. Contractor and its Subcontractors shall be responsible for ensuring that all non-owned vehicles maintain adequate Automobile Liability insurance while on site. If the scope of services in this Contract requires the transportation of any hazardous material or regulated substances, the policy shall include a CA 9948 endorsement or its equivalent and MCS-90 to provide coverage for claims resulting in bodily injury, property damage or cleanup costs associated with a pollution condition from transported cargo.
- G.3.5 Professional Liability. If Contractor will provide professional services, Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Contract, Professional liability Insurance in minimum amounts of \$1,000,000 per claim or occurrence and \$1,000,000 aggregate, naming Owner as additional insured as noted in the Additional Insured section. If the coverage is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Contract; and that continuous coverage will be maintained or tail coverage will be purchased for a period of two (2) years beginning from the time that work under this contract is completed.
- G.3.6 Umbrella Liability: If Contractor will provide construction services, Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Contract, Umbrella or Excess liability coverage that follows form and is over and above the general liability, automobile liability and workers' compensation coverage required herein with a minimum limit of \$1,000,000 per occurrence.
- G.3.7 Owner may adjust the insurance amounts required in Section G.3.3 through G.3.6 through the issuance of Supplemental General Conditions.
- G.3.8 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.
- G.3.9 Certificate(s) of Insurance: As evidence of the insurance coverage required by this Contract, the Contractor shall furnish certificate(s) of insurance to the Owner prior to execution of the Contract. The certificate(s) will specify all of the parties who are additional insureds for this contract, and the applicable endorsements will be attached. Additional insured

endorsements must include completed operations without restriction to contractual requirements.

- G.3.10 Subcontractors. Subject to and following the written approval of the Owner as outlined in B.11.3 as related to Subcontracts and Assignment, the Contractor shall require Subcontractors to have insurance as outlined in section G.3.1 through G.3.4; however, the policy limits may be reduced, but no case shall the policy limits be less than \$1,000,000.

SECTION H **SCHEDULE OF WORK**

H.1 CONTRACT PERIOD

- H.1.1 Commencement and other major University events have fixed dates that cannot shift. Contractor shall meet all deadlines related to those events, including rehearsals. Failure to meet these deadlines is a material breach. Delay claims are limited when the event date is known in advance.

Failure to meet Commencement-related milestones or deadlines constitutes a material breach of the Contract. Contractor shall not assert weather, coordination issues, third-party actions, or Force Majeure as justification for missing fixed Commencement dates.

- H.1.2 Unless specifically extended by Supplement Amendment, all Work shall be complete by the date contained in the Contract Documents. The Owner shall have the right to accelerate the completion date of the Work, which may require the use of overtime. Such accelerated Work schedule shall be an acceleration in performance of Work under Section D.1.2 (f) and shall be subject to the provisions of Section D.1.
- H.1.3 The Owner shall not waive any rights under the Contract by permitting the Contractor to continue or complete in whole or in part the Work after the date described in Section H.1.2 above.
- H.1.4 The Contract Period for each Work Unit shall be limited to the dates expressly stated in the applicable Work Unit. No inference of continuous or multi-year construction activity shall be made from the Master Contract term.

H.2 SCHEDULE

- H.2.1 Contractor shall meet all dates, milestones, and deadlines established by Oregon State University for Commencement and related events. Commencement dates are fixed and shall not be adjusted. Failure to meet required dates constitutes a material breach of the Contract.
- H.2.2 Commencement and other major University events have fixed dates that cannot shift. Contractor acknowledges that time is of the essence for all Work Units associated with such events.
- H.2.3 Schedules apply only to the specific Work Unit issued and shall not be construed as establishing a continuous construction schedule for the Master Contract

H.3 PARTIAL OCCUPANCY OR USE

This section applies only when expressly designated in a Work Unit and does not apply to temporary event infrastructure or commencement operations unless stated in writing."

- H.3.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage, provided such occupancy or use is consented to by public authorities having jurisdiction over the Work. Such partial occupancy or use may

commence whether or not the portion is substantially complete, provided the Owner and Contractor have reasonably accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, insurance or self-insurance, maintenance, heat, utilities, and damage to the Work, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents with respect to such portion of the Work. Approval by the Contractor to partial occupancy or use shall not be unreasonably withheld. Immediately prior to such partial occupancy or use, the Owner and Contractor shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work. Partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

Failure to meet Commencement-related milestones or deadlines constitutes a material breach of the Contract. Contractor shall not assert weather, coordination issues, third-party actions, or Force Majeure as justification for missing fixed Commencement dates.

SECTION I ***CORRECTION OF WORK***

I.1 CORRECTION OF WORK BEFORE FINAL PAYMENT

The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects, and that the Work will conform to the requirements of the Contract Documents. Work failing to conform to these requirements shall be deemed defective. Contractor shall promptly remove from the premises and replace all defective materials and equipment as determined by the Owner, whether incorporated in the Work or not. Removal and replacement shall be without loss or expense to the Owner, and Contractor shall bear the cost of repairing all Work destroyed or damaged by such removal or replacement. Contractor shall be allowed a period of no longer than thirty (30) Days after Substantial Completion for completion of defective (Punch List) work. At the end of the thirty-day period, or earlier if requested by the Contractor, Owner shall arrange for inspection of the Work by the Architect/Engineer. Should the work not be complete, and all corrections made, the costs for all subsequent re-inspections shall be borne by the Contractor. If Contractor fails to complete the Punch List work within the thirty (30) Day period, Owner may perform such work and Contractor shall reimburse Owner all costs of the same within ten (10) Days after demand without affecting Contractor's obligations.

For non-construction commencement services and temporary event infrastructure, correction obligations are limited to the event period and immediate post-event restoration as specified in the applicable Work Unit.

I.2 WARRANTY WORK

I.2.1 Neither the final certificate of payment nor any provision of the Contract Documents shall relieve the Contractor from responsibility for defective Work and, unless a longer period is specified, Contractor shall correct all defects that appear in the Work within a period of one year from the date of issuance of the written notice of Substantial Completion by the Owner except for latent defects which will be remedied by the Contractor at any time they become apparent. The Owner shall give Contractor notice of defects with reasonable promptness. The Contractor shall perform the warranty Work by correcting defects within twenty-four (24) hours of notification by Owner, unless otherwise specified in the Contract Documents. Should the Contractor fail to respond within the specified response time, the Owner may, at its option, complete the necessary repairs

using another contractor or its own forces. If Owner completes the repairs using Owner's own forces, Contractor shall pay Owner at the rate of one and one-half (1½) times the standard hourly rate of Owner's forces, plus related overhead and any direct non-salary costs. If Owner completes the repairs using another contractor, Contractor shall pay Owner the amount of Owner's direct costs billed by the other contractor for the work, plus the direct salary costs and related overhead and direct non-salary expenses of Owner's forces who are required to monitor that contractor's work. Work performed by Owner using Owner's own forces or those of another contractor shall not affect the Contractor's contractual duties under these provisions, including warranty provisions. In the event of warranty work consisting of emergency repairs, Owner may perform such work and Contractor shall reimburse Owner all costs of the same within ten (10) Days after demand, without affecting Contractor's obligations.

I.2.2 Nothing in this Section I.2 provision shall negate guarantees or warranties for periods longer than one year including without limitation such guarantees or warranties required by other sections of the Contract Documents for specific installations, materials, processes, equipment or fixtures.

I.2.3 In addition to Contractor's warranty, manufacturer's warranties shall pass to the Owner and shall not take effect until such portion of the Work covered by the applicable warranty has been accepted in writing by the Owner.

I.2.4 The one-year period for correction of Work shall be extended with respect to portions of Work performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work, and shall be extended by corrective Work performed by the Contractor pursuant to this Section, as to the Work corrected. The Contractor shall remove from the site portions of the Work which are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

I.2.5 Nothing contained in this Section I.2 shall be construed to establish a period of limitation with respect to other obligations which the Contractor might have under the Contract Documents. Establishment of the period for correction of Work as described in this Section I.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

I.2.6 If the Owner prefers to accept Work which is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Price will be reduced as appropriate and equitable. Such adjustment shall be affected whether or not final payment has been made.

I.2.7 Warranty obligations apply only to construction-related public improvement work expressly designated in a Work Unit and do not apply to temporary event infrastructure, staging, rigging, or non-construction commencement services.

SECTION J ***SUSPENSION AND/OR TERMINATION OF THE WORK***

J.1 OWNER'S RIGHT TO SUSPEND THE WORK

J.1.1 The Owner has the authority to suspend portions or all of the Work due to the following causes:

- (a) Failure of the Contractor to correct unsafe conditions;
- (b) Failure of the Contractor to carry out any provision of the Contract;
- (c) Failure of the Contractor to carry out orders;
- (d) Conditions, in the opinion of the Owner, which are unsuitable for performing the Work;
- (e) Time required to investigate differing site conditions;
- (f) Any reason considered to be in the public interest.

J.1.2 The Owner shall notify Contractor and the Contractor's Surety in writing of the effective date and time of the suspension, and Owner shall notify Contractor and Contractor's surety in writing to resume Work.

J.1.3 Any suspension under this Section J.1 may be issued on a Work Unit basis and shall apply only to the affected Work Unit(s). Suspension of one Work Unit does not suspend the Master Contract or any other active Work Units unless expressly stated in writing by Oregon State University.

J.2 CONTRACTOR'S RESPONSIBILITIES

J.2.1 During the period of the suspension, Contractor is responsible to continue maintenance at the project just as if the Work were in progress. This includes, but is not limited to, protection of completed Work, maintenance of access, protection of stored materials, temporary facilities, and clean-up.

J.2.2 When the Work is recommenced after the suspension, the Contractor shall replace or renew any Work damaged during the suspension, remove any materials or facilities used as part of temporary maintenance, and complete the project in every respect as though its prosecution had been continuous and without suspension.

J.2.3 During any suspension, Contractor shall secure and protect only the Work authorized under the suspended Work Unit and shall not incur costs related to other authorized or pending Work Units.

J.3 COMPENSATION FOR SUSPENSION

J.3.1 Compensation for suspension shall be limited to the affected Work Unit and shall not include anticipated profits, lost opportunities, or impacts related to Commencement scheduling constraints identified in the Solicitation Document.

J.4 OWNER'S RIGHT TO TERMINATE CONTRACT

J.4.1 The Owner may, without prejudice to any other right or remedy, and after giving Contractor seven (7) Days' written notice and an opportunity to cure, terminate the Contract in whole or in part under the following conditions:

- (a) If Contractor should, voluntarily or involuntarily, seek protection under the United States Bankruptcy Code and Contractor as debtor-in-possession or the Trustee for the estate fails to assume the Contract within a reasonable time;
- (b) If Contractor should make a general assignment for the benefit of Contractor's creditors;
- (c) If a receiver should be appointed on account of Contractor's insolvency;

- (d) If Contractor should repeatedly refuse or fail to supply an adequate number of skilled workers or proper materials to carry on the Work as required by the Contract Documents, or otherwise fail to perform the Work in a timely manner;
- (e) If Contractor should repeatedly fail to make prompt payment to Subcontractors or for material or labor, or should disregard laws, ordinances or the instructions of the Owner; or
- (f) If Contractor is otherwise in breach of any part of the Contract.
- (g) If Contractor is in violation of Applicable Laws, either in the conduct of its business or in its performance of the Work.

J.4.2 At any time that any of the above occurs, Owner may exercise all rights and remedies available to Owner at law or in equity, and, in addition, Owner may take possession of the premises and of all materials and appliances and finish the Work by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive further payment until the Work is completed. If the Owner's cost of finishing the Work exceeds the unpaid balance of the Contract Price, Contractor shall pay the difference to the Owner.

J.4.3 Termination under this Section may be issued with respect to an individual Work Unit without terminating the Master Contract or other active Work Units.

J.5 TERMINATION FOR CONVENIENCE

J.5.1 The Owner may, at any time and without cause, terminate all or part of the Work authorized under a Work Unit for the Owner's convenience by written notice to Contractor.

In the event of termination for convenience, Oregon State University shall have no obligation to compensate Contractor for anticipated profits, unperformed services, or preparatory work not authorized by a Work Unit.

J.5.2 The Owner shall provide the Contractor with seven (7) Days prior written notice of a termination for Owner's or for public convenience. After such notice, the Contractor shall provide the Owner with immediate and peaceful possession of the premises and materials located on and off the premises for which the Contractor received progress payment under Section E. Compensation for Work terminated by the Owner under this provision will be according to Section E. In no circumstance shall Contractor be entitled to lost profits for Work not performed due to termination.

J.6 ACTION UPON TERMINATION

J.6.1 Upon receiving a notice of termination, and except as directed otherwise by the Owner, Contractor shall immediately cease placing further subcontracts or orders for materials, services, or facilities. In addition, Contractor shall terminate all subcontracts or orders to the extent they relate to the Work terminated and, with the prior written approval of the Owner, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts and orders.

J.6.2 As directed by the Owner, Contractor shall, upon termination, transfer title and deliver to the Owner all Record Documents, information, and other property that, if the Contract had been completed, would have been required to be furnished to the Owner.

J.6.3 Upon Owner's notice of termination pursuant to either Section J.4 or J.5, if Owner shall so elect, Contractor shall assign the

Owner such subcontracts and orders as Owner shall specify. In the event Owner elects to take assignment of any such subcontract or order, Contractor shall take such action and shall execute such documents as Owner shall reasonably require for the effectiveness of such assignment and Contractor shall ensure that no contractual arrangement between it and its subcontractors or suppliers of any tier or sub-tier shall prevent such assignment.

- J.6.4 Actions upon termination shall be calculated only for the terminated Work Unit(s) and shall not include costs, damages, or claims associated with non-terminated Work Units or anticipated future Commencement events.

SECTION K **CONTRACT CLOSE OUT**

K.1 RECORD DOCUMENTS

Record Document requirements apply only to documentation generated under an issued Work Unit and are limited to records reasonably associated with temporary event infrastructure, event operations, or construction-related public improvement work expressly designated in a Work Unit.

As a condition of final payment (refer also to section E.6), Contractor shall comply with the following: Contractor shall provide Record Documents for the entire project to Owner. Record Documents shall depict the project as constructed and shall reflect each and every change, modification, and deletion made during the construction. Record Documents are part of the Work and shall be provided prior to the Owner's issuance of final payment. Record Documents include all modifications to the Contract Documents unless otherwise directed, and accurate MWESB Reports.

K.2 OPERATION AND MAINTENANCE MANUALS

Operation and Maintenance Manual requirements apply only where permanent equipment or systems are installed as part of a Work Unit expressly designated as Construction-Related Public Improvement Work.

As part of the Work, Contractor shall submit two completed operation and maintenance manuals ("O & M Manuals") for review by the Owner prior to submission of any pay request for more than 75% of the Work. Owner's receipt of the O & M Manuals shall be a condition precedent to any payment thereafter due. The O & M Manuals shall contain a complete set of all Submittals, all product data as required by the specifications, training information, telephone list and contact information for all consultants, manufacturers, installer and suppliers, manufacturer's printed data, record and shop drawings, schematic diagrams of systems, appropriate equipment indices, warranties and bonds. The Owner shall review and return one O & M Manual for any modifications or adjustments required. Prior to submission of its final pay request, Contractor shall deliver two (2) complete and approved sets of O & M Manuals in paper form and one (1) complete and approved set in electronic form to the Owner and Owner's receipt of the O & M Manuals shall be a condition precedent to Owner's obligation to make final payment.

K.3 COMPLETION NOTICES

Completion notices under this section apply only to Work Units designated as Construction-Related Public Improvement Work and do not apply to temporary event infrastructure or non-construction commencement services.

- K.3.1 Contractor shall provide Owner written notice of both Substantial and Final Completion. The certificate of Substantial Completion shall state the date of Substantial Completion, the responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance,

and the time within which the Contractor shall finish all items on the Punch List accompanying the Certificate. Both completion notices must be signed by the Contractor and the Owner to be valid. The Owner shall provide the final signature on the notices. The notices shall take effect on the date they are signed by the Owner.

K.4 OTHER CONTRACTOR RESPONSIBILITIES

The following provisions apply only when expressly required in a Work Unit: construction-specific testing or inspections; environmental contamination and cleanup standards; permanent building-system integration; permanent utility or mechanical system tie-ins; and certificates of occupancy. These provisions do not apply to temporary event infrastructure unless identified in writing.

The Contractor shall be responsible for returning to the Owner all property of Owner issued to Contractor during construction such as keys, security passes, site admittance badges, and all other pertinent items. Upon notice from Owner, Contractor shall be responsible for notifying the appropriate utility companies to transfer utility charges from the Contractor to the Owner. The utility transfer date shall not be before Substantial Completion and may not be until Final Completion, if the Owner does not take beneficial use of the facility and the Contractor's forces continue with the Work.

Other close-out responsibilities apply only to the scope of services authorized under the applicable Work Unit and shall not include obligations associated with permanent facility construction unless expressly identified in writing.

K.5 SURVIVAL

All warranty and indemnification provisions of this Contract, and all of Contractor's other obligations under this Contract that are not fully performed by the time of Final Completion or termination, shall survive Final Completion or any termination of the Contract.

Exhibit D

MWESB Instruction and Form

As indicated in the General Conditions of your contract(s) Section E.2.9, OSU requires that we gather MWESB (Minority, Women's Emerging Small Business) Contractor/Subcontractor information. This is an Oregon State University requirement and the information will be gathered annually and at time of final payment.

- **You must do this step first or the report will not let you add any information:** In Row 1 Column B there is a drop down menu. You must select yearend (if the job has not been completed) or final (if the job is completed and you have submitted for retention). Once you choose yearend or final in the drop down menu there will be areas highlighted in light green and red. Those are the areas that you are required to fill out. If you did not use or planning to use any MWESB then the left side of the report (Light Green area) still needs to be filled out and the red area needs to remain blank.
- If your agency is an MWESB or if you are using/used an MWESB subcontractor then you need to fill out the information in the report that is highlighted in light green and red (see instructions in the next bullet). If you are not an MWESB or used a Subcontractor that is an MWESB then you need to fill out the left side of the form (Light Green areas) and leave the red area blank.
- In row 2 Column B there is another drop down menu, click the drop down menu and choose Fiscal Year 2015.
- In Row 4 Column B there is another drop down menu, click there and choose OSU.

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