



Oregon State University

REQUEST FOR QUALIFICATIONS AND PROPOSALS (RFQ/RFP) #2026-021377

OSU-Cascades Campus Mechanical Systems Preventive Maintenance and Repair

ISSUE DATE: April 10, 2026

RFQ RESPONSES DUE:
May 4, 2026 at 3:00 PM Pacific Time
via electronic submission to
bids@oregonstate.edu

**RFP PROPOSALS DUE (Shortlisted
Firms Only):**
June 2, 2026 at 3:00 PM Pacific Time
via electronic submission to
bids@oregonstate.edu

QUESTION DEADLINE: Step 1 (RFQ): April 20, 2026 at 11:00 AM Pacific Time
Step 2 (RFP): May 20, 2026 at 11:00 AM Pacific Time

CONTRACT ADMINISTRATOR:
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Construction Contracts Administration (CCA)

644 Southwest 13th Street
Corvallis, Oregon 97333

Email: constructioncontracts@oregonstate.edu

APPEALS:
Hanna W. Emerson, Assistant Vice
President and Chief Procurement
Officer

The Office of Procurement,
Payment, and Travel (OPPT)
644 Southwest 13th Street
Corvallis, Oregon 97333

Email:
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It is the Offeror's responsibility to continue to monitor the OSU Business and Bid Opportunities website (<https://bid.oregonstate.edu/>) 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 (Procurement Thresholds and Methods, Procurement Solicitations and Contracts) unless otherwise referenced or stated.

(<https://policy.oregonstate.edu/policy-standards-manual?title=procurement&body value=&field policy category tid=All&field policy or standard tid=All>).

1.0 INTRODUCTION

1.1 Oregon State University (“OSU” and/or “Owner”) is conducting a competitive two-step solicitation process consisting of a Request for Qualifications (RFQ) followed by a Request for Proposals (RFP) to retain one or more firms to provide mechanical system maintenance, repair, and preventative maintenance services for OSU-Cascades campus facilities (the “Project”).

1.1.1 OSU WILL ONLY BE ACCEPTING SEALED

RESPONSES ELECTRONICALLY - Responses are to be submitted to bids@oregonstate.edu by the Due Date/Time.

1.1.1.1 Each Response must be submitted in a single email.

The subject line of the email must be formatted exactly as follows: RFQ/RFP 2026-021377 – OSU-Cascades Campus Mechanical Systems Preventive Maintenance and Repair – Firm Name – Submission

1.1.1.2 Firm Name must be replaced with the legal name of the Respondent submitting the Response. Respondents are responsible for ensuring the subject line is formatted exactly as stated above.

1.1.1.3 Failure to use the required subject line format may result in the Response not being properly identified or routed for receipt.

1.1.1.4 OSU is not responsible for Responses that are delayed, misdirected, filtered, or otherwise not received by the Due Date/Time due to an incorrect or incomplete email subject line or other transmission issue.

1.1.2 MANDATORY SITE-VISITS

1.1.2.1 A mandatory job walk will be conducted as part of Step 2 of this solicitation.

1.1.2.2 Only firms shortlisted through Step 1 (RFQ) will be invited to attend.

1.1.2.3 Attendance at the mandatory job walk is required for participation in Step 2

1.1.2.4 Proposals will only be accepted from shortlisted firms that attend the mandatory job walk.

1.1.2.5 Details regarding the date, time, and location will be provided to shortlisted firms.

1.1.3 All questions, requests for clarification, or requests for additional information shall be submitted via email to **constructioncontracts@oregonstate.edu** by the Question Deadline in order to be addressed. The subject line of the email must be formatted exactly as follows: RFQ/RFP 2026-021377 – OSU-Cascades Campus Mechanical Systems Preventive Maintenance and Repair – Firm Name – Question/Clarification/Information Request

1.1.3.1 “Firm Name” must be replaced with the legal name of the firm submitting the inquiry. Respondents are responsible for ensuring the subject line is formatted exactly as stated above.

1.1.3.2 **OSU is not responsible for questions, clarification requests, or information requests that are delayed, misdirected, filtered, or otherwise not received due to an incorrect or incomplete email subject line or other transmission issue.**

1.1.4 Two-Step Solicitation Process

1.1.4.1 This solicitation will be conducted as a two-step process:

1.1.4.1.1 Step 1 – Request for Qualifications (RFQ):

1.1.4.1.1.1 Respondents shall submit qualifications demonstrating experience, capability, and approach to performing the Work described in this solicitation. No pricing shall be submitted at this stage. Oregon State University will evaluate qualifications and establish a shortlist of the highest ranked firms.

1.1.4.1.2 Step 2 – Request for Proposals (RFP):

1.1.4.1.2.1 Only firms shortlisted through Step 1 will be invited to participate in Step 2. Shortlisted firms shall submit proposals, including pricing and technical approach. Oregon State University will evaluate

proposals and may award

Contracts to up to two firms.

1.1.4.1.2.2 Participation in Step 2 is

limited to shortlisted firms

only.

1.2 Background

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 four 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. In 2013, the Oregon Legislature allocated the first phase of capital to build an OSU campus in Bend, offering a range of undergraduate and graduate degrees.

Oregon State University - Cascades in Bend, Oregon is located within the traditional homelands of the Wasq'u (Wasco) and Tana'nma (Warm Springs) people who legally retain customary hunting, fishing and gathering rights to the region, and who have been stewards of this land since time immemorial. Numu (Paiute) peoples were forcibly relocated to this region from the area of Lake, Harney, and Malheur counties in Oregon.

Today, the living descendants of these people are a part of the Confederated Tribes of Warm Springs. It is OSU-Cascades' intent and responsibility to work with tribes to recognize Indigenous rights in the region. Indigenous people are valued, contributing members of the Oregon State community and represent multiple sovereign tribes among students, faculty, staff and alumni. Oregon State University accepts its responsibility for understanding the continuing impact of that history on these communities. Oregon State is committed — in the spirit of self-reflection, learning, reconciliation, and partnership — to ensure that this institution of higher learning will be of enduring benefit, not only to the state of Oregon, but also to the people on whose ancestral lands it is now located.

The first OSU-Cascades (“**OSU-C**”) building opened in fall 2016 on a 10-acre site adjacent to a former pumice mine (now owned by the university) and a former construction demolition landfill. Through long range development planning (“**LRDP**”) and master planning processes over the next few years that followed, the university has constructed 5 buildings and is now seeking a team(s) to support maintaining the mechanical systems for those buildings including our district energy systems.

The LRDP process included a commitment to sustainably developing a triple Net-Zero campus. Triple Net-Zero means the campus will balance energy use, water consumption, and waste generation with energy generation, water reuse, and material recycling. The LRDP net zero energy plan has been further developed into an energy master plan for the campus allowing each future capital project to leverage the energy study recommendations and design guidelines that will incrementally move the campus along the net zero energy path.

Given the campus growth and complexity of the systems we have built, OSU is now seeking support for preventative maintenance, troubleshooting, and optimization of these systems. Understanding the campus background and sustainability goals described above is an important aspect of supporting these systems, as the campus requires all systems to operate optimally to achieve its performance objectives.

1.3 Location

The services under this solicitation will be performed at Oregon State University – Cascades campus facilities located in Bend, Oregon, 1500 Southwest Chandler Avenue, Bend, Oregon 97702.

1.4 Summary of Work

The Contractor shall provide preventive maintenance, repair, troubleshooting, and related support services for mechanical building systems at Oregon State University – Cascades campus facilities. Services include inspection, maintenance, minor repairs, replacement of consumable components, and documentation of work performed on campus mechanical equipment and associated systems.

1.5 Scope of Work

1.5.1 The Contractor shall provide preventive maintenance, inspection, troubleshooting, repair, and related support services for mechanical building systems located at Oregon State University – Cascades campus facilities in Bend, Oregon. Services shall be performed in accordance with manufacturer recommendations, applicable codes, and University standards in order to maintain the safe and reliable operation of campus mechanical systems.

1.5.2 Services include scheduled preventive maintenance, corrective maintenance, troubleshooting, minor repairs, and replacement of consumable components. The Contractor shall inspect equipment for proper operation, wear, and efficiency, identify operational deficiencies or failing components, and provide recommendations for adjustments, repairs, or future replacement of equipment.

1.5.3 Mechanical systems covered under this Contract may include, but are not limited to, the following equipment and associated components:

- 1.5.3.1** Variable Frequency Drives (VFDs)
- 1.5.3.2** Pumps and pumping systems
- 1.5.3.3** Terminal Units (TUs), including Variable Air Volume (VAV) boxes
- 1.5.3.4** Sensible Fan Coil units (SFCs)
- 1.5.3.5** Air Handling Units (AHUs)
- 1.5.3.6** Rooftop Units (RTUs)
- 1.5.3.7** Heat pumps, including packaged and split systems
- 1.5.3.8** Chillers
- 1.5.3.9** Boilers
- 1.5.3.10** Exhaust fans (EFs)
- 1.5.3.11** Electric water heaters
- 1.5.3.12** Natural gas water heaters
- 1.5.3.13** Domestic hot water recirculation systems
- 1.5.3.14** Mixing valves and tempering valves
- 1.5.3.15** Hydronic system valves and valve assemblies
- 1.5.3.16** Expansion tanks
- 1.5.3.17** Strainers and separators
- 1.5.3.18** Equipment sensors, gauges, and monitoring devices

1.5.3.19 Equipment control components, sensors, actuators, and related control interface devices connected to the mechanical systems listed above

1.5.3.19.1 Contractor shall perform preventive maintenance, inspection, troubleshooting, and repair activities on mechanical equipment connected to building automation systems (BAS) or campus control networks; the existence of BAS or control system interfaces shall not be used as a basis to refuse or decline maintenance or repair services for otherwise covered mechanical equipment.

1.5.3.19.2

Hydronic and Air System Balancing

1.5.3.19.2.1

Routine service, inspection, repair, valve replacement, actuator replacement, or other maintenance activities performed under this Contract shall not require the Contractor to perform system-wide hydronic balancing or air balancing of building distribution systems.

1.5.3.19.2.2 Contractor shall not be responsible for establishing, verifying, or restoring system balance of campus hydronic or air distribution systems, including balancing associated with VAV boxes, terminal units, coils, pumps, or control valves, unless such balancing services are specifically authorized in writing by Oregon State University as separate work.

1.5.3.19.3 Campus District Energy System Conditions

1.5.3.19.3.1 Mechanical systems served by campus district energy or campus hydronic distribution systems may experience normal fluctuations in supply temperature, return

temperature, pressure, and
flow as a result of central
plant operations and
campus load variations.

1.5.3.19.3.2

Such normal operating
fluctuations shall not be
used as a basis to refuse
service, delay maintenance
activities, or assert that
mechanical equipment
cannot be inspected,
serviced, repaired, or
maintained in accordance
with the requirements of
this Contract.

1.5.3.19.3.3 Contractor shall perform preventive maintenance, inspection, troubleshooting, and repair services on covered equipment regardless of normal campus district energy system operating conditions unless Oregon State University directs otherwise in writing.

1.5.3.19.4 Preventive Maintenance Consumables

1.5.3.19.4.1 Preventive maintenance services required under this Contract include routine replacement or servicing of normal maintenance consumables required to perform manufacturer-recommended preventive maintenance activities.

1.5.3.19.4.2 Such consumables include, but are not limited to, filters, belts, lubrication products, gaskets, seals, and similar minor maintenance materials normally required to perform preventive maintenance services.

1.5.3.19.4.3 Contractor shall not assert that routine preventive maintenance consumables are excluded from preventive maintenance services or request additional compensation for such consumables unless specifically identified in the Contract Documents as Owner-provided materials.

1.5.3.19.5

Equipment Inventory and Coverage

1.5.3.19.5.1

Equipment inventories, schedules, or equipment lists provided in the Contract Documents are intended to assist Offerors in understanding the general scope and scale of the mechanical systems covered by this Contract.

1.5.3.19.5.2

Such inventories may not represent a complete or exhaustive listing of all equipment connected to or associated with the covered building mechanical systems.

1.5.3.19.5.3 Contractor shall perform preventive maintenance, inspection, and routine service activities on all applicable mechanical equipment serving the covered facilities that is of the same type and function as equipment identified in the Contract Documents, regardless of whether the individual equipment item is specifically listed in an inventory or schedule.

1.5.3.19.5.4 Discovery of additional equipment of the same type and function as equipment identified in the Contract Documents shall not constitute a change in scope and shall not be used as a basis to request additional compensation unless Oregon State University directs otherwise in writing.

1.5.3.20 Filters, belts, and other consumable components

1.5.3.21 Associated piping connections, mechanical appurtenances, and related system accessories

1.5.3.22 District energy systems and associated distribution components serving Oregon State University – Cascades campus facilities, including equipment supporting centralized heating, cooling, and energy transfer between campus buildings.

1.5.3.23 Equipment quantities, equipment lists, or equipment descriptions provided in the Solicitation Documents or Pricing Exhibit are provided for proposal evaluation purposes only and do not constitute a guarantee of the number of units requiring service under the Contract.

1.5.3.24 Contractor shall not be responsible for system flow conditions, pump staging sequences, or distribution system control strategies established by campus central plant or building automation systems.

1.5.3.25 Mechanical systems located within Oregon State University – Cascades campus facilities may be connected to district energy distribution systems and campus hydronic loops serving multiple buildings. Contractor shall perform maintenance, inspection, troubleshooting, and repair services on equipment connected to these systems; however, Contractor shall not be responsible for establishing or restoring overall hydronic system balance within campus distribution systems unless such balancing services are specifically authorized in writing by Oregon State University.

1.5.3.26 Maintenance, repair, or replacement activities

performed by Contractor shall not be interpreted as an acceptance of responsibility for system design conditions, campus hydronic balance, or flow conditions existing prior to the Contractor's work.

Contractor shall promptly notify Oregon State University if maintenance activities reveal system conditions that indicate improper hydronic balance, distribution issues, or system performance concerns affecting equipment operation.

1.5.4 The equipment listed above is representative and not exhaustive.

The Contractor shall provide services for mechanical equipment of similar type or function located within Oregon State University – Cascades campus facilities when directed by Oregon State University.

1.5.5 Contractor shall not refuse service on otherwise covered mechanical equipment based on the identity of the installing contractor, manufacturer, or prior maintenance provider.

1.5.6 Mechanical equipment located within Oregon State University – Cascades campus facilities that is functionally associated with the equipment categories listed above shall be considered included within the scope of services under this Contract unless Oregon State University specifically excludes the equipment in writing.

- 1.5.7** The equipment categories listed above represent the primary mechanical equipment types currently identified by Oregon State University. Additional mechanical equipment, appurtenances, valves, separators, expansion tanks, piping accessories, or similar components associated with the listed systems may be included in the services provided under this Contract even if not listed as a separate equipment category.
- 1.5.8** The Contractor shall perform preventive maintenance in accordance with schedules established by Oregon State University and manufacturer recommendations.
- 1.5.9** 1.5.10 Preventive maintenance labor hours proposed by Contractor in response to the Pricing Exhibit represent the Contractor's independent determination of the labor required to perform the preventive maintenance services described in this Solicitation. Contractor shall not request additional compensation based on the assertion that the preventive maintenance hours proposed by Contractor are insufficient to perform the required services.
- 1.5.10** Services may include inspection, cleaning, adjustment, lubrication, filter and belt replacement, troubleshooting system performance issues, and performing minor repairs necessary to maintain system operation. Contractors may also be required to perform component replacement and other repair work when systems or components fail.

- 1.5.11** The Contractor shall furnish all labor, supervision, tools, equipment, transportation, and incidental materials necessary to perform the services described in this Scope of Work.
- 1.5.12** The Contractor shall ensure that personnel performing services under this Contract are appropriately trained and qualified for the equipment and systems being serviced.
- 1.5.13** The Contractor shall coordinate access to equipment and work areas with Oregon State University personnel and shall coordinate all work with Oregon State University Facilities personnel and other contractors working on campus systems. Work shall be performed in a manner that minimizes disruption to campus operations and building occupants. Work shall be performed only when authorized by Oregon State University.
- 1.5.14** The Contractor shall document inspections, preventive maintenance activities, repairs, and deficiencies identified during service activities. Documentation shall be maintained in formats acceptable to Oregon State University, which may include equipment log sheets, paper records maintained at equipment locations, and electronic maintenance management or asset management systems used by the University.
- 1.5.15** The Contractor shall promptly notify Oregon State University of equipment failures, unsafe conditions, or deficiencies identified during service activities.

1.5.16 The Contract may include mechanical equipment currently identified by the University as well as additional mechanical systems installed or added to campus facilities during the term of the Contract. Oregon State University reserves the right to modify, add, or remove equipment from the scope of services during the term of the Contract.

1.5.17 The Contractor shall take reasonable precautions to protect University property while performing services under this Contract and shall restore affected areas to their original condition upon completion of work.

1.5.18 All work shall be performed in compliance with applicable federal, state, and local laws, regulations, and codes, as well as Oregon State University campus access, safety, and operational requirements.

1.6 Performance Requirements

1.6.1 The Contractor shall perform all services in a timely, professional, and workmanlike manner consistent with industry standards and the operational needs of Oregon State University.

1.6.2 The Contractor shall respond to service requests issued by Oregon State University within a reasonable timeframe appropriate to the nature and urgency of the request.

- 1.6.3** The Contractor shall complete scheduled preventive maintenance services in accordance with maintenance schedules established by Oregon State University. Preventive maintenance activities shall be performed within the timeframe specified in the maintenance schedule unless otherwise approved by Oregon State University.
- 1.6.4** All maintenance and repair work shall be performed in a manner that maintains the safe and reliable operation of the mechanical systems covered under this Contract. Repairs shall restore equipment to proper operating condition consistent with manufacturer recommendations and accepted industry practices.
- 1.6.5** The Contractor shall maintain regular communication with Oregon State University regarding service scheduling, system conditions, maintenance findings, repair recommendations, and identified deficiencies.
- 1.6.6** The Contractor shall promptly notify Oregon State University of equipment failures, unsafe conditions, system performance concerns, or maintenance issues that may lead to equipment failure.
- 1.6.7** The Contractor shall provide documentation of maintenance activities, inspections, repairs, and identified deficiencies. Documentation shall be submitted in formats acceptable to Oregon State University.

1.6.8 The Contractor shall maintain sufficient staffing and technical capability to perform maintenance and repair services required under this Contract.

1.6.9 The Contractor shall comply with Oregon State University policies related to campus access, safety, and work coordination while performing services under this Contract.

1.7 Contract Documents

1.7.1 The Contract resulting from this solicitation will incorporate the Oregon State University Public Improvement General Conditions dated June 30, 2017 and the Supplemental General Conditions issued for this Project. The Supplemental General Conditions modify and supplement the General Conditions only to the extent expressly stated.

1.8 Contract Structure and Compensation

1.8.1 Oregon State University intends to establish one or more contracts with qualified firms to provide preventive maintenance, inspection, troubleshooting, repair, and related services for mechanical systems located at Oregon State University – Cascades campus facilities.

- 1.8.2** Oregon State University may award one Contract or multiple Contracts as determined to be in the best interest of the University. The University anticipates awarding Contracts to up to two firms and may divide campus coverage between contractors in order to maintain service coverage and competition during the term of the Contract.
- 1.8.3** The initial Contract term is anticipated to be three (3) years. Oregon State University may, at its sole discretion, extend the Contract for up to three (3) additional renewal periods of three (3) years each. The total potential Contract term may be up to twelve (12) years.
- 1.8.4** Preventive maintenance schedules shall be established by Oregon State University. Contractors shall coordinate staffing and resources necessary to perform the required services within the schedules provided by the University.
- 1.8.5** Preventative maintenance services may be priced based on labor hours associated with specific equipment types and a composite labor rate proposed by the Contractor. Oregon State University may provide equipment lists, maintenance tasks, and service frequencies for pricing purposes. Respondents shall propose labor rates and other pricing information necessary to perform the preventative maintenance services required under this solicitation.

1.8.6 Preventative maintenance pricing will be evaluated using the equipment quantities, preventative maintenance visit frequencies, and equipment categories provided by Oregon State University in Pricing Exhibit 1 – Preventative Maintenance Pricing Schedule. Oregon State University will establish the quantity of each equipment type and the number of preventative maintenance visits required per year for proposal evaluation purposes. Offerors shall identify the labor hours required per visit for each equipment type together with the technician classification performing the work and the applicable labor rate for that technician classification. The labor hours proposed by the Offeror together with the technician classification and associated labor rate will be used by Oregon State University to calculate the evaluated preventative maintenance labor cost for each equipment category.

1.8.6.1 The Pricing Exhibit 1 – Preventative Maintenance Pricing Schedule will include the quantity of equipment and the number of preventative maintenance visits per year established by Oregon State University for each equipment category. These quantities and visit frequencies are provided for proposal evaluation purposes only and do not represent a guarantee of work under the resulting Contract.

- 1.8.6.2** Offerors shall identify the technician classification proposed to perform the preventative maintenance services for each equipment category listed in the Pricing Exhibit 1 – Preventative Maintenance Pricing Schedule. The technician classification together with the proposed labor rate will be used by Oregon State University to evaluate the reasonableness of the labor effort and the labor cost proposed by the Offeror.
- 1.8.6.3** The equipment categories included in Pricing Exhibit 1 represent the primary mechanical equipment types currently identified by Oregon State University for preventative maintenance pricing. Additional mechanical equipment, appurtenances, valves, separators, expansion tanks, piping accessories, or similar system components associated with the listed equipment may be serviced under the resulting Contract even if not listed as a separate pricing category within the exhibit.

- 1.8.6.4** The equipment quantities, preventative maintenance visit frequencies, and equipment categories identified in Pricing Exhibit 1 – Preventative Maintenance Pricing Schedule are provided by Oregon State University solely for proposal evaluation purposes. These quantities and frequencies represent reasonable estimates prepared by Oregon State University based on currently known equipment inventories and maintenance planning information. Offerors are responsible for proposing the labor hours required per visit necessary to perform preventative maintenance services for each equipment category.
- 1.8.6.5** Offerors acknowledge that the quantities and visit frequencies used for evaluation purposes may not exactly match the actual quantities or service frequencies required during the performance of the Contract. Variations in equipment quantities, service schedules, or maintenance requirements shall not constitute a basis for adjustment of labor hours, labor rates, or other pricing proposed in response to this solicitation.

1.8.6.6 Contractor shall not assert claims for additional compensation based solely on differences between the equipment quantities, visit frequencies, or maintenance planning assumptions used for proposal evaluation and the actual equipment inventory or service requirements encountered during Contract performance.

1.8.6.7 Offerors shall complete the Pricing Exhibit 1 – Preventative Maintenance Pricing Schedule by entering the proposed Labor Hours Per Visit and Technician Labor Rate for each equipment category listed in the worksheet. The Estimated Quantity of Equipment and the PM Visits Per Year columns are established by Oregon State University for proposal evaluation purposes and shall not be modified by the Offeror. The Pricing Exhibit will automatically calculate total annual preventative maintenance hours and evaluated labor cost based on the values entered by the Offeror.

1.8.7 Repair services, troubleshooting, and corrective maintenance work may be performed on an as-needed basis when authorized by Oregon State University. Such work may include diagnosis of system failures, component replacement, repair of mechanical equipment, and related services necessary to restore equipment to proper operating condition.

- 1.8.8** Work may be requested by Oregon State University; however, no Work shall begin unless and until Oregon State University issues a Purchase Order authorizing the Work in accordance with the Supplemental General Conditions.
- 1.8.9** Materials, replacement parts, and other components required for repair or maintenance activities may be provided by the Contractor or by Oregon State University as determined by the University. Material pricing, markups, and related charges shall be established in the Contractor's proposal or as otherwise approved by Oregon State University.
- 1.8.10** Labor rates proposed by the Contractor shall be inclusive of all costs necessary to perform the work, including travel, mobilization, supervision, overhead, profit, insurance, and other incidental costs unless otherwise specified in the Contract. No additional charges for travel time, mobilization, administrative costs, or similar expenses shall be allowed unless expressly authorized by Oregon State University.
- 1.8.11** When requested by Oregon State University, the Contractor shall provide a written estimate, proposed labor hours, or not-to-exceed price for repair or corrective maintenance activities prior to performing the work. Oregon State University reserves the right to approve, modify, or decline the proposed work prior to authorization.

- 1.8.12** The Contract does not guarantee any minimum amount of work or compensation. Work may be requested by Oregon State University on an as-needed basis and is subject to University operational needs, available funding, and authorization by the University.
- 1.8.13** When multiple Contracts are awarded, Oregon State University may assign work based on factors including campus area, equipment type, contractor availability, contractor performance, response capability, or other operational considerations determined by the University. Oregon State University reserves the right to modify work assignments between Contractors during the term of the Contract in order to maintain service coverage or address operational needs.
- 1.8.14** Oregon State University reserves the right to perform services with University personnel or other contractors when determined to be in the best interest of the University.
- 1.8.15** Oregon State University reserves the right to add, remove, or modify equipment, facilities, or service requirements during the Contract term. Adjustments to pricing or service scope associated with such changes may be negotiated with the Contractor when appropriate.

- 1.8.16** The Contractor shall provide sufficient staffing, tools, and resources necessary to perform services required under the Contract. Failure to maintain adequate staffing or service capability may result in reassignment of work or other actions permitted under the Contract.
- 1.8.17** The Contractor shall maintain clear communication with Oregon State University regarding service scheduling, maintenance activities, repair recommendations, and system conditions.
- 1.8.18** Compensation under the Contract shall apply only to services that fall within the Scope of Work described in this solicitation or that are otherwise authorized by Oregon State University.
- 1.8.19** The Contractor shall not perform work beyond the scope of an authorized service request, work order, or written authorization issued by Oregon State University. Any additional work, labor hours, materials, or services not previously authorized by Oregon State University must receive written approval from the University prior to performance. Oregon State University shall not be obligated to pay for work performed without such authorization.
- 1.8.20** No work shall be considered authorized based solely on the Contractor's determination of urgency or emergency conditions. Authorization to perform work must be provided by an Oregon State University representative designated to issue such authorization.

2.0 SCHEDULE

2.1 The following schedule applies to this two-step solicitation process. Dates are subject to change at the sole discretion of the University.

2.1.1 Step 1 – Request for Qualifications

Issue Date:	April 10, 2026
Question Deadline	April 20, 2026 at 11:00 AM Pacific Time
Final Addendum for Step 1 (If necessary)	April 23, 2026
RFQ Due Date/Time:	May 4, 2026 at 3:00 PM Pacific Time
Shortlist Notification to Respondents	May 11, 2026

2.1.2 Step 2 – Request for Proposals (RFP)

Mandatory Job Walk (Shortlisted Firms Only)	May 14, 2026
Question Deadline	May 20, 2026 at 11:00 AM Pacific Time
Final Addendum (If necessary)	May 22, 2026
RFP Due Date/Time	June 2, 2026 at 3:00 PM Pacific Time

2.1.3 The following dates are tentative and subject to change

without notice:

Notice of Intent to Award	June 8, 2026
Estimated Contract execution	June 11, 2026
Estimated Notice to Proceed	June 11, 2026

2.1.4 OSU will make every effort to adhere to the above schedule. It is however, subject to change.

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

3.1 STEP 1 – REQUEST FOR QUALIFICATIONS (RFQ) QUESTIONS

3.1.1 All questions, requests for clarification, or requests for additional information related to Step 1 (RFQ) must be submitted in writing via email to constructioncontracts@oregonstate.edu no later than the Question Deadline identified in Section 2.0.

3.1.2 The email subject line must include the Solicitation Number, Solicitation Name, and Firm Name.

3.1.3 Questions received after the Step 1 Question Deadline will not be addressed.

3.1.4 Responses to questions will be issued through Addenda and posted on the OSU Business and Bid Opportunities website.

3.1.5 Only information provided through formal Addenda shall be considered official. No other form of communication shall modify the solicitation.

3.2 STEP 2 – REQUEST FOR PROPOSALS (RFP) QUESTIONS

3.2.1 Only firms shortlisted through Step 1 and invited to participate in Step 2 may submit questions related to Step 2.

3.2.2 All Step 2 questions must be submitted in writing via email to constructioncontracts@oregonstate.edu no later than the Step 2 Question Deadline identified in Section 2.0.

3.2.3 Questions received from firms not shortlisted will not be addressed.

3.2.4 Questions received after the Step 2 Question Deadline will not be addressed.

3.2.5 Responses to Step 2 questions will be issued through Addenda distributed to shortlisted firms.

3.2.6 Only information provided through formal Addenda shall be considered official. No other form of communication shall modify the solicitation.

3.3 SOLICITATION PROCESS REVISION REQUESTS

3.3.1 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.

3.3.2 Requests for change must be received no later than the applicable Question Deadline for the step in which the request applies.

3.3.3 Requests shall include the reason for the request and any proposed revision.

3.4 CHANGE OR MODIFICATION

3.4.1 Any change or modification to this solicitation shall be made by Addendum issued by Oregon State University.

3.4.2 Addenda will be posted on the OSU Business and Bid Opportunities website for Step 1 and distributed directly to shortlisted firms for Step 2.

3.4.3 It is the responsibility of each Offeror to review all Addenda.

3.4.4 No information received in any manner other than through Addenda shall be binding.

3.5 APPEALS

3.5.1 Appeals related to the OSU solicitation process and award decisions shall be pursuant to OSU Standards (Procurement Thresholds and Methods, Procurement Solicitations and Contracts).

3.5.2 All written appeals must be delivered to the Chief Procurement Officer at the address listed in this solicitation.

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), the Offeror 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 Oregon 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 may be rejected.

5.0 FORM OF AGREEMENT

- 5.1** A sample Repair and Maintenance / On-Call Services Agreement is included as an exhibit and contains the contract terms and conditions applicable to the Work. The agreement incorporates the Oregon State University General Conditions for Public Improvement Contracts and other applicable contract documents, including attachments such as pricing schedules, equipment lists, and related service requirements. The sample agreement may contain notes or alternative provisions. Those provisions and the final form of agreement issued for this solicitation will be determined at the sole discretion of Oregon State University.
- 5.2** The agreement will be used to support ongoing maintenance, repair, and related services performed on an as-needed basis through individual authorizations issued by Oregon State University.
- 5.3** Oregon State University reserves the right to modify the final agreement language during contract negotiations provided such modifications do not materially alter the scope of services described in this solicitation.
- 5.4** By submitting a Proposal, the Respondent acknowledges that it has reviewed the sample agreement and agrees that the final contract will be based substantially on the terms and conditions contained therein. Failure or refusal of the selected Respondent to execute the final agreement within the time specified by Oregon State University may result in rejection of the Proposal and award to another Respondent.

5.5 In the event of any inconsistency between the Respondent’s Proposal and the final Contract issued by Oregon State University, the terms and conditions of the Contract shall control unless Oregon State University expressly agrees in writing to incorporate specific Proposal language into the Contract.

6.0 BUREAU OF LABOR AND INDUSTRIES (BOLI) PREVAILING WAGES

6.1 In compliance with Oregon Prevailing Wage Law, ORS 279C.800 through 279C.870, all services performed under the Master Contract and any resulting Purchase Orders are subject to prevailing wage requirements.

6.2 The Contractor and all subcontractors shall comply with the applicable provisions of ORS 279C.800 through 279C.870 and Sections C.1 and C.2 of the General Conditions relating to Prevailing Wage Rates (PWR).

6.3 The applicable BOLI wage rate requirements incorporated by reference include:

6.3.1 April 5, 2026 Prevailing Wage Rate Amendment

6.3.2 April 5, 2026 Apprentice Rates

6.3.3 January 5, 2026 Prevailing Wage Rates for Public Works
Contracts in Oregon

6.3.4 October 5, 2024 Definitions of Covered Occupations for Public
Works Contracts in Oregon

6.4 Current prevailing wage information is available at the Oregon Bureau of Labor and Industries website:

https://www.oregon.gov/boli/WHD/PWR/Pages/pwr_state.aspx

7.0 INSTRUCTIONS TO OFFERORS

7.1 Summary of Work

7.1.1 The Work contemplated in this solicitation shall be performed for Oregon State University in connection with the Project described in Section 1 of this document.

7.2 Pre-Proposal Conference and Site Visit

7.2.1 A Pre-Proposal Conference will be conducted as identified in this solicitation. Offerors must contact the Contract Administrator to obtain meeting access information if the conference is conducted virtually.

7.2.2 Statements made by OSU representatives during the conference or site visit are not binding unless confirmed by written Addendum.

7.2.3 Mandatory Site Visit – RFP Phase Only.

7.2.3.1 Firms invited to participate in the RFP phase must attend the Mandatory Site Visit. Proposals will not be accepted from firms that did not have a representative attend.

7.3 Response Submission

7.3.1 Submit one electronic response via email to bids@oregonstate.edu no later than the Due Date and Time listed in this solicitation.

7.3.2 OSU's official clock shall determine the time a response is received. Late submissions will not be accepted.

7.3.3 The subject line of the email submission must include the solicitation number and the Offeror's firm name.

7.4 Response Requirements

7.4.1 Responses must not exceed twenty single-sided pages including charts, graphs, tables, and narrative. Resumes may be appended and do not count toward the page limit.

7.4.2 RFQ Phase responses must follow the format described in Section 7.9 and must not include pricing information.

7.4.3 RFP Phase Proposals must follow the format described in Section 7.10 and must include the completed Pricing Exhibit 1.

7.4.4 The Pricing Exhibit 1 – Preventative Maintenance Pricing Schedule must be submitted electronically and does not count toward the page limitation.

- 7.4.5** Offerors shall not alter or modify the Pricing Exhibit 1.
- Alternative pricing tables or modified formats will not be accepted.
- 7.4.5.1** The Pricing Exhibit 1 shall be submitted in the exact spreadsheet format provided by Oregon State University. Offerors shall not replace the exhibit with alternate spreadsheets, pricing summaries, or contractor-developed pricing formats.
- 7.4.6** Pricing must be provided as single numeric values. Pricing ranges or conditional pricing will not be accepted.
- 7.4.7** Offerors shall submit Pricing Exhibit 1 – Preventative Maintenance Pricing Schedule as part of the Step 2 Proposal submission. The Pricing Exhibit shall be submitted in the exact spreadsheet format provided by Oregon State University.
- 7.4.8** Offerors shall complete all required fields in the Pricing Exhibit including labor hours per visit, technician classification, and applicable labor rates for each equipment category listed.
- Offerors shall not modify equipment descriptions, quantities, visit frequencies, formulas, column structure, or other structural elements of the Pricing Exhibit.
- 7.4.9** Replacement spreadsheets, alternate pricing formats, or modified versions of the Pricing Exhibit will not be accepted.

7.5 Acceptance or Rejection of Responses

7.5.1 OSU reserves the right to reject any or all responses and waive minor informalities in accordance with OSU procurement standards.

7.6 Withdrawal of Response

7.6.1 An Offeror may withdraw its response prior to the Due Date and Time by submitting written notice to OSU.

7.7 Evaluation Process

7.7.1 This solicitation uses a two-phase evaluation process consisting of a Request for Qualifications followed by a Request for Proposals.

7.7.2 The RFQ phase will be used to identify the most qualified firms.

7.7.3 Only shortlisted firms will be invited to participate in the RFP phase.

7.7.4 Scores from the RFQ phase will not carry forward to the RFP phase.

7.7.5 Evaluation of pricing and qualifications under this solicitation is conducted solely for the purpose of establishing contractor capability and comparative pricing.

7.7.6 Nothing in this solicitation, including evaluation criteria, estimated quantities, or Pricing Exhibit 1s, shall be interpreted as a guarantee of any minimum quantity of work, services, or compensation under the resulting Contract.

7.7.7 Evaluation documentation will consist of individual evaluator scoring sheets, evaluation committee summaries, and the official evaluation record maintained by Oregon State University.

7.7.8 When scores are closely grouped, Oregon State University may consider qualitative differences in the responses to determine the ranking that best serves the interests of the University.

7.8 Evaluation Scoring

7.8.1 RFQ Phase scoring and RFP Phase scoring are separate. Each phase will be scored independently with a maximum of one hundred points.

7.9 RFQ Phase Evaluation Criteria

7.9.1 Relevant Experience on Similar Projects – 30 Points

7.9.1.1 Offerors shall describe their firm’s experience performing comparable mechanical service, maintenance, troubleshooting, and repair work within the last five years.

7.9.1.2 Responses should include examples of similar institutional or campus service work.

7.9.2 Qualifications of Key Personnel – 25 Points

7.9.2.1 Offerors shall identify key personnel who will perform the Work and describe their qualifications, certifications, and experience related to mechanical maintenance and service.

7.9.3 Firm Background and Organizational Capacity – 15 Points

7.9.3.1 Offerors shall provide a description of the firm including office locations, available staff resources, and organizational structure supporting the Work.

7.9.4 Service Capacity and Technical Resources – 15 Points

7.9.4.1 Offerors shall describe the firm’s capacity to perform the Work including available service technicians, technical certifications, service vehicles, specialized diagnostic equipment, and controls capabilities.

7.9.4.2 Responses should demonstrate the firm’s ability to respond to service needs across multiple campus facilities.

7.9.5 Workforce Diversity Plan – 15

- 7.9.5.1** Provide a description and identification of Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Emerging Small Business (ESB), or Disabled Service Veterans (DSV) certifications for your team and a description of your nondiscrimination practices. Provide historical information on MBE, WBE, ESB, or DSV Joint Ventures, subcontracting or mentoring plan, and utilization history for projects completed by your firm within the past three (3) years.
- 7.9.5.2** Provide a narrative description of your current workforce diversity program/plan, and the plan for obtaining subcontracting, consulting, and supplier diversity for this Project. Include a description of the outreach program or plan, including a schedule of events and specific steps that will be taken to maximize broad based and inclusive participation and the plan to provide mentoring, technical or other business development services to subcontractors/subconsultants needing or requesting such services.

7.9.5.3 The Offeror must perform the Work according to the means and methods described in the workforce plan described in its response, unless changes are requested and approved in writing in advance by OSU or are required by applicable laws, ordinances, codes, regulations, rules or standard.

7.9.6 RFQ Phase Scoring Summary

Evaluation Criteria	Maximum Points
Relevant Experience on Similar Projects	30 Points
Qualifications of Key Personnel	25 Points
Firm Background and Organizational Capacity	15 Points
Service Capacity and Technical Resources	15 Points
Workforce Diversity Plan	15 Points
RFQ Phase Points Total	100 Points

7.9.7 Oregon State University anticipates short-listing the highest ranked firms following RFQ evaluation. The University reserves the right to adjust the number of firms shortlisted when scores are closely grouped or when doing so is determined to be in the best interest of the University.

7.9.8 OSU reserves the right to determine the number of firms invited to participate in the RFP phase and no Offeror is entitled to advance based solely on RFQ scoring.

7.9.9 Evaluation scores will be based on the information provided in the written response together with any information reasonably obtained through reference checks, prior performance with Oregon State University, or publicly available project information relevant to the services described in this solicitation.

7.10 RFP Phase Evaluation Criteria

7.10.1 Understanding of Project Requirements – 25 Points

7.10.1.1 Offerors shall describe their understanding of the services required under this Master Contract including mechanical maintenance, troubleshooting, repair work, and coordination with university personnel working within occupied facilities.

7.10.2 Service Delivery Approach – 25 Points

7.10.2.1 Offerors shall describe how service requests will be received, scheduled, staffed, and coordinated with OSU personnel.

7.10.2.2 Responses should explain scheduling procedures, service dispatching, and coordination with campus operations.

7.10.3 Project Management and Communication – 15 Points

7.10.3.1 Offerors shall describe their management structure, reporting procedures, and communication methods for coordinating work with OSU staff.

7.10.4 Response Time and Service Availability – 10 Points

7.10.4.1 Offerors shall describe response time commitments for routine service requests, urgent service calls, and emergency situations.

7.10.4.2 Responses must identify the maximum response time in hours for each service category and describe staffing availability for after-hours and emergency service needs.

7.10.5 Pricing Proposal – 25 Points

7.10.5.1 Offerors must complete and submit the Pricing Exhibit 1 – Preventative Maintenance Pricing Schedule included with this solicitation.

7.10.5.2 The Pricing Exhibit 1 establishes the labor classifications and pricing categories used for cost evaluation.

7.10.5.3 Offerors must enter pricing only in the locations provided within the Pricing Exhibit 1. The Pricing Exhibit 1 must be completed exactly as provided and may not be modified or replaced.

7.10.5.4 Pricing ranges, conditional pricing, or alternative pricing tables will not be accepted.

7.10.5.4.1 Offerors shall complete the Pricing Exhibit 1 exactly as provided by Oregon State University. Offerors shall enter the labor hours required per preventative maintenance visit for each equipment type listed. Offerors shall also identify the technician classification associated with the work and the composite labor rate applicable to that classification.

7.10.5.4.2 Offerors shall not modify equipment descriptions, quantities, visit frequencies, formulas, or structural elements of the Pricing Exhibit 1.

7.10.5.4.3 Oregon State University will use the labor hours per visit, technician classification, and labor rate provided by the Offeror together with the equipment quantities and visit frequencies included in the Pricing Exhibit 1 to calculate the evaluated total price for preventative maintenance services.

- 7.10.5.5** Material and subcontractor markups must be consistent with industry standards and may be considered by OSU when evaluating the reasonableness of the overall pricing structure.
- 7.10.5.6** Pricing that reflects materially unbalanced labor rates and markup percentages may be determined non-responsive or may receive reduced evaluation scores.
- 7.10.5.7** The completed Pricing Exhibit 1 must be submitted electronically with the Proposal and does not count toward the Proposal page limitation.
- 7.10.5.8** Pricing scores will be calculated using the following formula.
- 7.10.5.8.1** Pricing Score = (Lowest Evaluated Total Price ÷ Offeror's Evaluated Total Price) × 25
- 7.10.5.8.2** The Offeror with the lowest evaluated total price will receive the full twenty-five points.
- 7.10.5.8.3** Higher priced proposals will receive proportionally fewer points.
- 7.10.5.8.4** Oregon State University reserves the right to apply the pricing formula as written.

7.10.5.9 Offerors are responsible for the accuracy of all pricing submitted.

7.10.5.9.1 Mathematical or clerical errors in the Pricing Exhibit 1 will not be grounds for withdrawal or modification of a Proposal after the Proposal Due Date.

7.10.5.10 Labor hours, quantities, or equipment counts shown in the Pricing Exhibit 1 are provided solely for proposal evaluation purposes and do not represent a guarantee of work, service frequency, or preventive maintenance scope under the resulting Contract.

7.10.6 RFP Phase Scoring Summary

Evaluation Criteria	Maximum Points
Understanding of Project Requirements	25 Points
Service Delivery Approach	25 Points
Project Management and Communication	15 Points
Response Time and Service Availability	10 Points
Pricing Proposal	25 Points
RFP Phase Points Total	100 Points

7.11 Reference Checks

- 7.11.1** In addition to responding to the evaluation criteria above, all Offerors (not just finalists) must provide the names, addresses, phone numbers and e-mail addresses of three (3) references.
- 7.11.2** Do not include references from any firms or individuals included in your consulting team for this Proposal or any OSU personnel.
- 7.11.3** OSU may check with these references and with other references associated with past work of your firm.
- 7.11.4** OSU may check with these references or other references associated with past work of your firm.

7.12 Equity Contracting

- 7.12.1** OSU will require the successful Offeror to comply with OSU Standards, policies, rules and procedures requiring good faith efforts in subcontracting with minority, women, emerging small business or service-disabled veteran owned business enterprises.

7.13 Negotiations

- 7.13.1** 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.

- 7.13.2** 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 7.13.1 above.
- 7.13.3** 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.
- 7.13.4** 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.
- 7.14** Nothing in this solicitation or any resulting Master Contract guarantees any minimum quantity of work, services, or compensation.
- 7.15** Work will be issued only as authorized by Oregon State University.

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 Offeror's financial responsibility to perform the anticipated services. Submission of a response will constitute approval for OSU to obtain any credit report information OSU deems necessary to conduct the evaluation. 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.

8.1.2 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 resulting Contract during any phase of the Project in accordance with the provisions of the Contract.

8.2.2 Should the Agreement be terminated prior to the issuance of any Purchase Orders, OSU reserves the right to obtain services from any other source available to it under the relevant contracting laws and OSU Standards and policies, including negotiating with the next highest scoring Offeror(s).

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 performing work under the resulting Contract.

8.6.1.1 Smoke and Tobacco Free Campus

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

8.6.1.3.2 Additional apprenticeship requirements are provided in the Sample Contract.

8.7 Background Checks

8.7.1 Some buildings/areas on the OSU-Cascades campus may be designated as critical, occupied or security-sensitive facilities. Thus, the selected Contractor shall conduct criminal background checks, including sex offender registration checks, (for both: Oregon at a minimum, and national for Contractor employees that formerly lived outside of the state of Oregon) on each Contractor employee and agent with satisfactory results before referral or placement at any Owner work location. Contractor must perform the criminal background checks within the twelve (12) months immediately preceding referral or placement at any Owner work location.

- 8.7.2** Disqualifying crimes include 1) felony convictions of any kind within the last eight (8) years, 2) all crimes involving weapons of any kind ever committed, 3) all person-to-person crimes involving physical injury to another person ever committed, 4) sexual offenses of any kind ever committed, including stalking, and 5) child abuse, molestation, child pornography or other crimes involving child endangerment, including neglect and abandonment of any kind ever committed.
- 8.7.3** Contractor shall require Contractor's employees and agents to self-disclose to Contractor any new convictions that occur within three business days of the conviction. Contractor shall reassess the individual's assignment under the Contract.
- 8.7.4** The Owner, at its discretion, may require Contractor to reassign a Contractor employee or agent to no longer perform work under the Contract or for the Owner if, at any time, Owner believes that the Contractor employee or agent may create a danger to health or safety of the university community.
- 8.7.5** Contractor is solely responsible for complying with all applicable federal, state or local laws, rule and regulations, including but not limited to the Fair Credit Reporting Act and equal opportunity laws and regulations, when conducting background checks. The costs and Fair Credit Reporting Act obligations for criminal background checks are the responsibility of Contractor.

- 8.7.6** Contractor shall maintain a security log including a list of Contractor employees working in, accessing, or who will enter Owner critical, occupied or security-sensitive facilities; verification of each Contractor employee’s satisfactory and unsatisfactory results of criminal background checks; each Contractor employee’s site assignment; and each revocation of a Contractor employee’s site assignment.
- 8.7.7** Contractor shall update and maintain the security log during the duration of the contract and twenty-four (24) months after. Contractor shall provide Owner with access to the security log for audit and copying purposes within twenty-four (24) hours of Owner’s request.

8.7.8 Contractor shall require Contractor’s subcontractors and agents providing services under the Contract to comply with this provision. The Owner may audit Contractor’s background check processes at any time to ensure compliance with this section. Failure of Contractor to comply with this section is a material breach of the resulting Contract and may result in the Owner seeking monetary damages or pursue other remedies, Contractor termination by the Owner without further liability or obligation, or both. Contractor shall indemnify, defend and hold harmless the Owner and its directors, agents, trustees and employees from all claims, suits, and actions arising out of or related to any and all claims relating to the conducting of such checks and any adverse action that may be taken as a result of such 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 to the Contract Administrator, the Chief Procurement Officer or designated member of the Office of Procurement, Payment, and Travel (OPPT). 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. 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. The Contract Documents shall be delivered to OSU in the manner stated in the award notification.

8.9.2 Work shall commence upon execution of the Contract and issuance of a Purchase Order or other written authorization from OSU unless otherwise stated in the award notification or Contract.

8.10 Reliance on Solicitation Documents

8.10.1 Offerors are responsible for reviewing the complete solicitation and all addenda issued by OSU. Offerors shall rely solely on the information contained in this RFP and any written Addenda issued by OSU. No statement, representation, clarification, or explanation by any OSU employee, agent, or representative shall be binding or relied upon by an Offeror unless such information is formally issued by OSU in a written Addendum to this RFP.

8.11 No Contract Created by Solicitation

8.11.1 This RFP does not constitute a contract, offer, or promise of award by Oregon State University and does not obligate OSU to award a Contract or to make any award. No contractual rights or obligations shall arise from this solicitation unless and until a written Contract is fully executed by Oregon State University. OSU shall not be responsible for any costs incurred by an Offeror in the preparation, submission, or presentation of a Proposal in response to this solicitation.

8.12 No Guarantee of Work

8.12.1 Award of a Master Contract does not guarantee any minimum amount of work, and services will be authorized only through individual Purchase Orders or other written authorization issued by Oregon State University.

9.0 **EXHIBITS**

- 9.1 Exhibit 1 – Pricing Exhibit 1 – Preventative Maintenance and Repair Pricing
Schedule
- 9.2 Exhibit 2 – Sample Public Improvement Contract
- 9.3 Exhibit 3 – Oregon State University General Conditions for Public Improvement
Contracts
- 9.4 Exhibit 4 – Oregon State University Supplemental General Conditions to the
Public Improvement General Conditions
- 9.5 Exhibit 5 – Sample Purchase Order
- 9.6 Exhibit 6 – Payment and Performance Bonds

END OF RFP

OREGON STATE UNIVERSITY
PUBLIC IMPROVEMENT CONTRACT
OSU-CASCADES CAMPUS MECHANICAL SYSTEMS PREVENTIVE MAINTENANCE AND REPAIR

This Contract ("Contract"), effective upon the last signature of a Party, is between:

Contractor:

and Owner: Oregon State University
Construction Contracts Administration
644 Southwest 13th Street
Corvallis, Oregon 97331-4238

(each, a "Party" and collectively, the "Parties").

RECITALS

WHEREAS, Owner issued Solicitation Documents identified as RFP 2026-021377 – OSU-Cascades Campus Mechanical Systems Preventive Maintenance and Repair seeking qualified contractors to provide preventive maintenance, repair, and related mechanical system services.

WHEREAS, Owner evaluated the proposals received in response to the Solicitation Documents and selected Contractor to perform the Work described in the Contract Documents.

WHEREAS, Contractor represents that it has the experience, personnel, and equipment necessary to perform the Work and agrees to perform such Work in accordance with the Contract Documents.

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

1. CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE

The Contract Documents are intended to be complementary and interpreted in accordance with Section A.3 of the Oregon State University Public Improvement General Conditions.

In the event of a conflict between Contract Documents, the order of precedence shall be as follows:

- a. Oregon State University Public Improvement General Conditions dated June 30, 2017.
- b. Supplemental General Conditions issued for this Project.
- c. The Solicitation Documents, including RFQ/RFP 2026-021377 and any addenda.
- d. This Public Improvement Contract.
- e. Pricing Exhibit 1 – Preventive Maintenance and Repair Pricing Schedule.

2. SCOPE OF WORK

Contractor shall furnish all labor, materials, equipment, supervision, transportation, and services necessary to perform preventive maintenance, repair, troubleshooting, replacement, and related mechanical systems services at Oregon State University – Cascades Campus facilities.

Work shall include scheduled preventive maintenance, emergency repairs, component replacement, diagnostic services, and related mechanical systems support as requested by Owner.

Contractor shall perform the Work in accordance with the Contract Documents, Applicable Laws, and industry standards for mechanical system maintenance and repair. Each scope of work shall require a written cost proposal from the Contractor, subject to OSU approval. Contractor shall submit an estimate within one business day of request. Approval shall be confirmed by issuance of a Purchase Order by Owner in accordance with Section B of the Oregon State University Public Improvement General Conditions as modified by SG-1 of the Supplemental General Conditions. For Work exceeding the bonding thresholds established in Section G.2 of the Oregon State University Public Improvement General Conditions, the Contractor shall furnish and maintain performance and payment bonds each in a sum equal to the Contract Price.

3. AUTHORIZATION OF WORK

Work under this Contract shall be authorized only through Purchase Orders issued by Owner in accordance with SG-1 of the Supplemental General Conditions. Each Purchase Order issued under this Contract constitutes the Owner's written authorization to proceed with the Work described in that Purchase Order and serves as the functional equivalent of a Notice to Proceed for the specific Work authorized.

4. OWNER DOES NOT GUARANTEE THAT WORK WILL BE REQUESTED

Contractor acknowledges and agrees that, until execution of a Purchase Order for preventative maintenance or repair Work, Owner does not represent or warrant that any Work will be requested or authorized under this Contract. No Work shall be undertaken by Contractor pursuant to this Contract without a fully executed Purchase Order, detailing the specific Work. Owner is not obligated to make payments to Contractor for any Work performed without a fully executed Purchase Order.

5. COMPENSATION

Owner agrees to compensate Contractor for Work performed in accordance with the Purchase Order and Contract Documents. If Contractor is to be compensated on a time and materials basis, Contractor shall provide Owner with a listing of wage rates, material unit costs, and overhead charges for the Contractor's response to Owner's Request for Work. Pursuant to ORS 305.385 and OAR 150-305-100 and as a condition precedent to Owner's obligation to make any payment due Contractor under this Contract, Contractor shall provide Owner with its Social Security or federal employer identification number, as applicable. Bond costs are to be included at Contractor cost, with no mark up.

Pricing for services performed under this Contract shall be in accordance with Pricing Exhibit 1 incorporated into the Contract Documents.

6. TERM AND TERMINATION

The initial Contract term is three (3) years. Oregon State University may, at its sole discretion, extend the Contract for up to three (3) additional renewal periods of three (3) years each. The total potential Contract term may be up to twelve (12) years.

The Contract Term described above establishes the period during which Purchase Orders may be issued under this Contract and does not guarantee that Work will be authorized during the entire Contract Term.

7. PREVAILING WAGE REQUIREMENTS

In compliance with Oregon Prevailing Wage Law, ORS 279C.800 through 279C.870, all services performed under the Master Contract and any resulting Purchase Orders are subject to prevailing wage requirements. The Contractor and all subcontractors shall comply with the applicable provisions of ORS 279C.800 through 279C.870 and Sections C.1 and C.2 of the General Conditions relating to Prevailing Wage Rates (PWR). The applicable BOLI wage rate requirements incorporated by reference include:

- a. April 5, 2026 Prevailing Wage Rate Amendment
- b. April 5, 2026 Apprentice Rates
- c. January 5, 2026 Prevailing Wage Rates for Public Works Contracts in Oregon
- d. October 5, 2024 Definitions of Covered Occupations for Public Works Contracts in Oregon
- e. Current prevailing wage information is available at the Oregon Bureau of Labor and Industries website:
https://www.oregon.gov/boli/WHD/PWR/Pages/pwr_state.aspx
- f. The prevailing wage rate requirements identified above shall apply to this Contract and all Work authorized under this Contract for the duration of the Contract term, including all Purchase Orders issued under this Contract.

8. PAYMENTS Contractor shall submit applications for payment and Owner shall make payments for Work completed by Contractor in accordance with the General Conditions.

9. INSURANCE Contractor shall maintain in full force, at its own expense, and for the Term, any and all insurance required by the Contract Documents.

10. OWNERSHIP OF WORK PRODUCT

Any Plans, Specifications, reports, or other materials required to be delivered by Contractor pursuant to an Amendment, whether completed, partially completed or in draft form (the "Work Product") shall be the exclusive property of Owner. Owner and Contractor intend that such Work Product be deemed "work made for hire" under 17 U.S.C. §101, as amended, of which Owner will be deemed the author. Contractor hereby irrevocably assigns to Owner all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as Owner may reasonably request or require in order to fully vest such rights in Owner. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC Sec. 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. If applicable, Contractor will comply with Applicable Laws governing patents, copyrights, licenses and trademarks and will pay all required fees to the holders thereof. Contractor shall indemnify, defend (with counsel acceptable to Owner) and hold harmless Oregon State University, and their respective members, agents and employees of and from any and all claims, demands, losses, causes of action, damages, lawsuits, judgments, including attorneys' fees and costs, arising out of or relating to patent, license, copyright, and trademark infringements arising out of the actions of Contractor, its subcontractors, agents, and employees.

11. AMENDMENTS

Any change to the terms and conditions of this Contract shall be made only upon a fully executed written Amendment or Modification.

12. NOTICES

Except as otherwise expressly provided for in the Contract Documents, any notices to be given to OSU shall be given in writing by personal delivery or mailing the same, postage prepaid to Oregon State University at the address listed below. Any notice so addressed and mailed shall be deemed to be given five (5) calendar days after the date of mailing. Any notice by personal delivery shall be deemed to be given when actually delivered.

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

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 mechanical maintenance, repair, and preventative maintenance services, including any contractor licensing required for mechanical maintenance, repair, and public improvement work in the State of Oregon. 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, as it may from time to time be amended, shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between Owner and Contractor that arises out of or relates to performance of this Master Contract shall be brought and conducted solely and exclusively within the Circuit Court for Benton County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought only a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no way shall this Section be construed as a waiver by Owner of any form of defense or immunity, whether it is sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States, or otherwise, from any claim or from the jurisdiction of any court. CONTRACTOR, BY EXECUTION OF THIS MASTER CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

15. SUCCESSORS IN INTEREST

The provisions of this Contract, including all Purchase Orders and Change Orders, shall be binding upon and inure to the benefit of the Parties hereto, and their respective authorized successors and assigns.

16. SMOKE AND TOBACCO FREE CAMPUS

Contractor acknowledges and agrees Owner's grounds and premises are smoke and tobacco free. Contractor and Contractor's employees, agents and subcontractors, if any, agree not to smoke or use tobacco products while on Owner property.

17. SEXUAL HARASSMENT POLICY

The Owner has policies that prohibit sexual harassment of 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 harassment of members of the university community.

18. FIREARMS POLICY

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

19. SECURITY/BACKGROUND CHECKS

The Oregon State University (“OSU”) facilities in which work performed under this Contract is performed may be designated as critical, occupied or security-sensitive facilities. Thus, Contractor shall conduct criminal background checks (Oregon at a minimum, and national for Contractor employees that formerly lived outside of the state of Oregon) on each Contractor employee with satisfactory results before referral or placement at any OSU work location. Disqualifying crimes include 1) felony convictions of any kind within the last 8 years, 2) all crimes involving weapons of any kind ever committed, and 3) all person-to-person crimes ever committed. The Contractor shall also conduct drug and alcohol testing of each Contractor employee with satisfactory results before referral or placement at any OSU work location. Contractor shall require Contractor’s employees to report any incidents affecting a criminal background check to Contractor and Contractor shall conduct a new criminal background check. The costs and Fair Credit Reporting Act obligations for criminal background checks and drug and alcohol testing are the responsibility of Contractor. Contractor shall maintain a security log including a list of Contractor employees working in, accessing, or who will enter OSU critical, occupied or security-sensitive facilities; verification of each Contractor employee’s satisfactory and unsatisfactory results of criminal background checks; verification of each Contractor employee’s satisfactory and unsatisfactory results of drug and alcohol testing; each Contractor employee’s OSU assignment; and each revocation of a Contractor employee’s OSU assignment. Contractor shall update and maintain the security log during the duration of the contract and twenty-four months after. Contractor shall provide Owner with access to the security log for audit and copying purposes within twenty-four hours of Owner’s request. Contractor shall require Contractor’s subcontractors and agents to comply with this provision. If Contractor fails to follow the requirements of this provision, Owner has the right to: (a) seek monetary damages, or (b) pursue any termination and other remedies, including monetary damages, available to Owner.

20. EXECUTION AND COUNTERPARTS

This Contract and any Purchase Order or Change Order hereto may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

21. SEVERABILITY

If any term or provision of the Contract Documents is declared by a court of competent jurisdiction 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 Documents did not contain the particular term or provision held to be invalid.

22. MERGER CLAUSE

THIS CONTRACT, THE GENERAL CONDITIONS, THE SUPPLEMENTAL GENERAL CONDITIONS, RFQ/RFP 2026-021377 AND ALL ADDENDA, PRICING EXHIBIT 1, AND APPLICABLE PURCHASE ORDERSE., CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES AS TO THE APPLICABLE WORK UNIT. THIS CONTRACT AND THE APPLICABLE PURCHASE ORDER SUPERSEDES ALL AGREEMENTS, PROPOSALS, INQUIRIES, COMMITMENTS, DISCUSSIONS AND CORRESPONDENCE, WHETHER WRITTEN OR ORAL, PRIOR TO OR CONTEMPORANEOUS WITH THE EFFECTIVE DATE RELATING TO WORK UNIT FOR THE APPLICABLE PURCHASE ORDER. THE PROVISIONS OF EITHER PARTY'S FORM OF PURCHASE ORDER, ACKNOWLEDGMENT OR OTHER BUSINESS FORMS OTHER THAN AS SPECIFIED IN THIS CONTRACT WILL NOT APPLY NOTWITHSTANDING THE OTHER PARTY'S ACKNOWLEDGEMENT, ACCEPTANCE OF, OR RELIANCE ON SUCH FORM. THIS CONTRACT MAY NOT BE AMENDED OR MODIFIED EXCEPT IN WRITING SIGNED BY A DULY AUTHORIZED REPRESENTATIVE OF EACH PARTY. ANY PURCHASE ORDER MAY NOT BE AMENDED OR MODIFIED EXCEPT IN WRITING SIGNED BY THE OWNER. IF THERE IS A CONFLICT OR AN INCONSISTENCY BETWEEN THE TERMS OF THIS CONTRACT AND THE TERMS OF ANY PURCHASE ORDER, THE TERMS OF THIS CONTRACT CONTROL.

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

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

Contractor Signature

By _____ Date _____
_____ Title _____
Name

Oregon State University

By _____ Date _____
Hanna W. Emerson
Assistant Vice President and Chief
Procurement Officer

EXHIBITS

- Exhibit 1 – Preventative Maintenance and Repair Pricing Schedule
- Exhibit 2 – Oregon State University General Conditions for Public Improvement Contracts
- Exhibit 3 – Oregon State University Supplemental General Conditions to the Public Improvement General Conditions
- Exhibit 4 – Sample Purchase Order
- Exhibit 5 – Payment and Performance Bonds

OREGON STATE UNIVERSITY
GENERAL CONDITIONS
FOR PUBLIC IMPROVEMENT CONTRACTS

June 30, 2017

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

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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 shall be issued in accordance with the changes 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 to make drawings and specifications and, to provide contract administration of the Work contemplated by the Contract to the extent provided herein or by supplemental instruction of Owner (under which Owner may delegate responsibilities to the Architect/Engineer), in accordance with ORS Chapter 671 (Architects) or ORS Chapter 672 (Engineers) and administrative rules adopted thereunder.

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 Public Improvement 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.

CONSTRUCTION SCHEDULE, means the schedule prepared by the Contractor in CPM format and approved by the Owner, and all adjustments thereto approved by the Owner, that describes sequence and timing of the Work.

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 Public Improvement Contract, Public Improvement General Conditions, Supplemental General Conditions if any, the accepted Offer, Plans, Specifications, Construction Change Directives, Solicitation Document and addenda thereto, Instructions to Offerors, and Supplemental Instructions to Offerors, the CM/GC's RFQ proposal, the GMP Amendment, 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 Contract and, if applicable, the issuance of 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 {00299746;1}

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 Contracts 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 a bidder in connection with Instructions to Bidders or a proposer in connection with a Request for Proposals.

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 Public Improvement 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 development, design, construction

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 as-built Plans, Specifications, testing and inspection records, product data, samples, manufacturer and distributor/supplier warranties evidencing transfer of ownership to Owner, operational and maintenance manuals, shop drawings, Construction Change Directives, MWESB Reports, correspondence, certificate(s) of occupancy, and other documents listed in Subsection B.9.1 of these Public Improvement General Conditions, recording all Services performed.

SOLICITATION DOCUMENT, means Instructions to Bidders or Offerors or a Request for Proposal or a Request for Quotes.

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.

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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.

SUBMITTAL, means a shop drawing, product data, sample, catalog cut, or similar item for specific portions of the Work as required by the Construction Documents.

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.

PUBLIC IMPROVEMENT SUPPLEMENTAL GENERAL CONDITIONS, means those conditions that remove from, add to, or modify these Public Improvement General Conditions. Public Improvement 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.

A.2 SCOPE OF WORK

The Work contemplated under this Contract includes all labor, materials, transportation, equipment and services for, and incidental to, the completion of all construction work in connection with the project described in the Contract Documents. The Contractor shall perform all Work necessary so that the project can be legally occupied and fully used for the intended use as set forth in the Contract Documents. Execution of the Contract by the Contractor is an express representation (1) that the Contractor understands the intent stated herein with respect to the Preconstruction Phase Services, and (2) the Contractor's execution of an Amendment, including the GMP Amendment, shall be an express and unqualified representation that the Contractor understands the intent stated herein and therein.

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) Amendments and Construction Change

Directives, with those of later date having precedence over those of an earlier date;

- (b) The Supplemental General Conditions;
- (c) Public Improvement General Conditions;
- (d) The Public Improvement Contract;
- (e) Construction Change Directive;
- (f) Division One (General Requirements) of the Specifications;
- (g) Detailed Schedules of finishes, equipment and other items included in the Specifications;
- (h) Plans and Specifications (other than Division One and the Detailed Schedules to the Specifications);
- (i) Large-scale drawings on Plans;
- (j) Small-scale drawings on Plans;
- (k) Dimension numbers written on Plans which shall prevail and take precedence over dimensions scaled from Plans;
- (l) The Solicitation Document, and any addenda thereto.
- (m) The Contractor's RFQ proposal.

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 in writing. 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.4 EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE

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

- B.2.1 The Contractor shall supervise and direct the Work, 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 Chapter 659; as amended; (vi) ORS Chapter 659A; as amended; (vii) all regulations and administrative rules established pursuant to the foregoing laws; and (viii) 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 952-001-00100. 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 on the site, during the progress of the Work, a competent superintendent 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

- 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 an 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 Public Improvement 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 on 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) an 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.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 an 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 for the Substitution that the Contractor would for the product originally specified unless approved otherwise; 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 terminate the Contract.

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 other reserved rights, in addition to copyrights, are retained by Owner.

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.

SECTION C
WAGES AND
LABOR

C.1 MINIMUM WAGE RATES ON PUBLIC WORKS

Contractor shall comply fully with the provisions of ORS 279C.800 through 279C.870. Documents establishing those conditions, as determined by the Commissioner of the Bureau of Labor and Industries (BOLI), are included as attachments to or are incorporated by reference in the Contract Documents. Pursuant to ORS 279C.830(1)(c), Contractor shall pay workers {00299746;1}

at not less than the specified minimum hourly rate of wage, and shall include that requirement in all subcontracts. If the Work is subject to both the state prevailing wage rate law and the federal Davis-Bacon Act, Contractor shall pay the higher of the applicable state or federal prevailing rate of wage. Contractor shall provide written notice to all workers of the number of hours per day and days per week such workers may be required to work.

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.

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. 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.2.3 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 Work under this Contract for more than ten (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

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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. An Amendment or Change Order 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.

without additional written authorization from Owner in the form of an Amendment or Change Order. Contractor shall not be required to complete such additional Work without additional authorization.

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 an Amendment or Change Order. Owner may establish a maximum cost for additional Work under this Section D.1.3, which shall not be exceeded for reimbursement

D.1.4 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.1.5 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.1.6 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.1.7 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.2 DELAYS

- D.2.1 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 the 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.2.1.2 (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 is 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 Public Improvement 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.
- 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.

E.2 APPLICATIONS FOR PAYMENT

E.2.1 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 an Amendment or Change Order;

(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, or if there will be a Guaranteed Maximum Price (GMP) Amendment, then within ten (10) Days of Contractor's execution of the GMP Amendment. Contractor shall submit annual MWESB Reports on June 30 of each year the Contract is active. Contracts (or GMP Amendments) 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

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.

E.5 RETAINAGE

E.5.1 Retainage shall be withheld and released in accordance with the requirements set forth in OSU Standard580-063-0045.

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 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.

SECTION F
JOB SITE CONDITIONS

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.

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.3 CUTTING AND PATCHING

- 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.

F.5 ENVIRONMENTAL CONTAMINATION

- 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 attorneys' 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 amount 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 Stat, 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

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.

**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, a supplier, 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.

**G.2 PERFORMANCE AND PAYMENT SECURITY;
PUBLIC WORKS BOND**

G.2.1 When the Contract Price is \$100,000 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.

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 Oregon Laws 2015, 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.3 INSURANCE

G.3.1 Primary Coverage: Insurance carried by Contractor and Subcontractors under this Contract shall be the primary coverage. The coverages indicated are minimums unless otherwise specified in the Contract Documents.

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 coverage limits of not less than the minimum amount required by statute for each accident. 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 Builder's Risk Insurance:

G.3.3.1 Builder's Risk: During the term of this Contract, for new construction the Contractor shall obtain and keep in effect Builder's Risk insurance on an all risk forms, including earthquake and flood, for an amount equal to the full amount of the Contract, plus any changes in values due to modifications, Change Orders and loss of materials added. Such Builder's Risk shall include, in addition to earthquake and flood, theft, vandalism, mischief, collapse, transit, debris removal, and architect's fees "soft costs" associated with delay of project due to insured peril. Any deductible shall not exceed \$50,000 for each loss, except the earthquake and flood deductible which shall not exceed 2 percent of each loss or \$50,000, whichever is greater. The deductible shall be paid by Contractor if Contractor or its Subcontractors are negligent. The policy will include as loss payees Owner, the Contractor and its Subcontractors as their interests may appear.

G.3.3.2 Builder's Risk Installation Floater: For Work other than new construction, Contractor shall obtain and keep in effect during the term of this Contract, a Builder's Risk Installation Floater for coverage of the Contractor's labor, materials and equipment to be used for completion of the Work performed under this Contract. The minimum amount of coverage to be carried shall be equal to the full amount of the Contract. The policy will include as loss payees Owner, the Contractor and its Subcontractors as their interests may appear. Owner may waive this requirement at their sole and absolute discretion.

G.3.3.3 Such insurance shall be maintained until Owner has occupied the facility.

G.3.3.4 Loss insured under the Builder's Risk insurance shall be adjusted by the Owner and made payable to the Owner as loss payee. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their sub-subcontractors of any tier in similar manner. The Owner shall have power to adjust and settle a loss with insurers.

G.3.4 General Liability Insurance:

G.3.4.1 Commercial General Liability: Upon issuance of a Contract, 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 amount of \$1,000,000 per claim and \$2,000,000 per occurrence in a form satisfactory to Owner. This insurance shall include

personal injury liability, products and completed operations, no subcontractors' limitations, and blanket contractual liability coverage for the indemnities provided under this Contract (to the extent contractual liability coverage for the indemnity is available in the marketplace), and shall be issued on an occurrence basis.

G.3.4.2 Automobile Liability: Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Contract, Automobile Liability Insurance covering owned, and/or hired vehicles, as applicable. The coverage may be written in combination with the Commercial General Liability Insurance. Contractor shall provide proof of insurance of not less than \$1,000,000 per claim and \$2,000,000 per occurrence. Contractor and its Subcontractors shall be responsible for ensuring that all non-owned vehicles maintain adequate Automobile Liability insurance while on site.

G.3.4.3 Owner may adjust the insurance amounts required in Section G.3.4.1 and G.3.4.2 based upon institution specific risk assessments through the issuance of Supplemental General Conditions and a Contract.

G.3.4.4 "Tail" Coverage: If any of the required liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this Contract for a duration of 36 months or the maximum time period available in the marketplace if less than 36 months. Contractor shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for 36 months following Final Completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of this Contract. Owner's receipt of the policy endorsement evidencing such coverage shall be a condition precedent to Owner's obligation to make final payment and to Owner's final acceptance of Work or services and related warranty (if any).

G.3.4.5: Umbrella Liability: Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Contract, Umbrella liability Insurance over and above the general liability, automobile liability and workers' compensation coverage if required by Owner in specified limits at time of requirement.

G.3.4.6 Pollution Liability (if required by Owner through issuance of Supplemental General Conditions): Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Contract, Pollution liability Insurance in minimum amounts of \$3,000,000 naming Owner as "additional insured," as noted in the "additional insured section below.

G.3.5 Additional Insured: The general liability insurance coverage, professional liability, umbrella, and pollution liability if required, shall include the Owner as additional insureds but only with respect to the Contractor's activities to be performed under this Contract, and shall include completed operations coverage.

If Contractor cannot obtain an insurer to name the Owner as additional insureds, 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 insureds with not less than a \$2,000,000 limit per occurrence. This policy must be kept in effect for at least 36 months following Final

Completion. As evidence of coverage, Contractor shall furnish the actual policy to Owner prior to execution of the Contract.

G.3.6 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 and its institutions, divisions, officers, and employees.

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 Contract until evidence of reinstated or replacement coverage is provided to Owner.

G.3.7 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 or loss payees for this contract. Insurance coverage required under this Contract shall be obtained from insurance companies or entities acceptable to the Owner and that are eligible to provide such insurance under Oregon law. Eligible insurers include admitted insurers that have been issued a certificate of authority from the Oregon Department of Consumer and Business Services authorizing them to conduct an insurance business and issue policies of insurance in the state of Oregon, and certain non-admitted surplus lines insurers that satisfy the requirements of applicable Oregon law and which are subject to approval by the Owner. The Contractor shall be financially responsible for all deductibles, self-insured retentions and/or self-insurance included hereunder. Any deductible, self-insured retention and/or self-insurance in excess of \$50,000 shall be subject to approval by the Owner in writing and shall be a condition precedent to the effectiveness of any Contract. The Owner has the right to require the Contractor at any time during the performance of the Work to furnish to Owner copies of the Contractor's actual policies.

SECTION H
SCHEDULE OF
WORK

H.1 CONTRACT PERIOD

H.1.1 Time is of the essence. The Contractor shall at all times carry on the Work diligently, without delay and punctually fulfill all requirements herein. If required by the Contract Documents, Contractor shall commence Work on the site within fifteen (15) Days of Notice to Proceed, unless directed otherwise.

H.1.2 Unless specifically extended by an Amendment or Change Order, 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.2 SCHEDULE

- H.2.1 Contractor shall provide, by or before the pre-construction conference, the initial as-planned Construction Schedule for review and acceptance by the Owner. The submitted Construction Schedule must illustrate Work by project components, labor trades, and long lead items broken down by building and/or floor where applicable. If Owner shall so elect, Contractor shall provide the Construction Schedule in CPM format showing the graphical network of planned activities, including i) a reasonably detailed list of all activities required to complete the Work; ii) the time and duration that each activity will take to completion; and iii) the dependencies between the activities. Construction Schedules lacking adequate detail, or unreasonably detailed, will be rejected. The Construction Schedule shall include the following: Notice to Proceed or the date the Work commences, if no Notice to Proceed is issued by Owner, Substantial Completion, and Final Completion. Construction Schedules shall be updated monthly, unless otherwise required by the Contract Documents, and submitted with the monthly application for payment. Acceptance of the Construction Schedule by the Owner does not constitute agreement by the Owner as to the Contractor's sequencing, means, methods, or durations. Any positive difference between the Contractor's scheduled completion and the Contract completion date is float owned by the Owner. Owner reserves the right to negotiate the float if it is deemed to be in Owner's best interest to do so. In no case shall the Contractor make a claim for delays if the Work is completed within the Contract Time but after Contractor's scheduled completion.

H.3 PARTIAL OCCUPANCY OR USE

- 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.

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.

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 effected whether or not final payment has been made.

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.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 COMPENSATION FOR SUSPENSION

J.2.4

- J.2.1 Depending on the reason for suspension of the Work, the Contractor or the Owner may be due compensation by the other party. If the suspension was required due to acts or omissions of Contractor, the Owner may assess the Contractor actual costs of the suspension in terms of administration, remedial work by the Owner's forces or another contractor to correct the problem associated with the suspension, rent of temporary facilities, and other actual costs related to the suspension. If the suspension was caused by acts or omissions of the Owner, the Contractor may be due compensation which shall be defined using Section D, Changes in Work. If the suspension was required through no fault of the Contractor or the Owner, neither party shall owe the other for the impact.

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.5 TERMINATION FOR CONVENIENCE

J.5.1 Owner may terminate the Contract in whole or in part whenever Owner determines that termination of the Contract is in the best interest of Owner or the public.

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.

SECTION K
CONTRACT CLOSE OUT

K.1 RECORD DOCUMENTS

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

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

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.3.2 Substantial Completion of a facility with operating systems (e.g., mechanical, electrical, HVAC) shall be that degree of completion that has provided a minimum of thirty (30) continuous Days of successful, trouble-free operation, which period shall begin after all performance and acceptance testing has been successfully demonstrated to the Owner. All equipment contained in the Work, plus all other components necessary to enable the Owner to operate the facility in the manner that was intended, shall be complete on the Substantial Completion date. The Contractor may request that a Punch List be prepared by the Owner with submission of the request for the Substantial Completion notice.

K.4 TRAINING

As part of the Work, and prior to submission of the final application for payment, the Contractor shall schedule with the Owner training sessions for all equipment and systems as required by the Contract Documents. Contractor shall schedule training sessions at least two weeks in advance of the date of training to allow Owner to provide its personnel with adequate notice. The O & M Manual shall be used as a basis for training. In addition to any off-site training required by the Contract Documents, training shall include a formal session conducted at the Work site after the equipment and/or system is completely installed and operational in its normal operating environment.

K.5 EXTRA MATERIALS

As part of the Work, Contractor shall provide spare parts, extra maintenance materials, and other materials or products in the quantities specified in the Contract Documents prior to final payment. Delivery point for extra materials shall be designated by the Owner.

K.6 ENVIRONMENTAL CLEAN-UP

As part of the Final Completion notice, or as a separate written notice submitted with or before the notice of Final Completion, the Contractor shall notify the Owner that all environmental and pollution clean-up, remediation and closure have been completed in accordance with all Applicable Laws and pursuant to the authority of all agencies having jurisdiction, and Contractor shall provide Owner with any and all documentation related to the same, including but not limited to directives, orders, letters, certificates and permits related to or arising from such environmental pollution. The notice shall reaffirm the indemnification given under Section F.5.1 above. Contractor's completion of its obligations under this Section K.6 and Owner's receipt of documents evidencing such completion shall be a condition precedent to Owner's obligation to make final payment.

K.7 CERTIFICATE OF OCCUPANCY

Owner's receipt of an unconditioned certificate of occupancy from the appropriate state and/or local building officials shall be a condition precedent to Owner's obligation to make final payment, except to the extent failure to obtain an unconditional certificate of occupancy is due to the sole fault or neglect of Owner.

K.8 OTHER CONTRACTOR RESPONSIBILITIES

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.

K.9 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.

SUPPLEMENTAL GENERAL CONDITIONS**To The****PUBLIC IMPROVEMENT GENERAL CONDITIONS**

Project Name: OSU-Cascades Campus Mechanical Systems Preventive Maintenance and Repair

These Supplemental General Conditions modify the Oregon State University Public Improvement General Conditions dated June 30, 2017 ("General Conditions"). Section references in this document refer to the General Conditions unless otherwise stated. Where a section of the General Conditions is modified or supplemented by this document, the unmodified portions of that section remain in full force and effect.

If a conflict exists between these Supplemental General Conditions and the General Conditions, these Supplemental General Conditions shall govern only to the extent of the modification identified below.

SG-1 The following section is added to Section B of the General Conditions:

Contractor shall not begin Work under this Contract unless and until Owner has issued a Purchase Order under this Contract authorizing the Work. Each Purchase Order issued under this Contract shall identify the services authorized, the applicable pricing, and any applicable schedule or service requirements. Work performed prior to issuance of a Purchase Order shall be performed at Contractor's sole risk and Owner shall have no obligation to compensate Contractor for such Work. Only Purchase Orders issued by Oregon State University through its authorized procurement systems constitute authorization to perform Work under this Contract.

Where the General Conditions reference a Notice to Proceed, such reference shall be interpreted for this Contract as the issuance of a Purchase Order authorizing the specific Work.

SG-2 Section B.4 is modified as follows: Revise to read:

Contractor shall obtain and pay for permits required for service activities performed under this Contract. Owner shall obtain and pay for any building permits required for capital improvement work directed by Owner. 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. The Contractor shall pay all royalties and license fees. The Contractor shall defend all suits or claims for infringement of any patent or other proprietary rights and save harmless and blameless from loss, on account thereof, Oregon State University, and its departments, divisions, members and employees.

SG-3 ADD Section B.23 as follows:

B.23 Apprenticeship Requirements

B.23.1 If the Contract Price exceeds \$3,000,000.00, the Contractor shall (i) employ apprentices (as that term is defined in ORS 660.010) to perform twelve percent (12%) or more of the work hours that workers in apprenticeable occupations (as that term is defined in ORS 660.010) perform; and (ii) require in each subcontract with a value of \$750,000 or more that the Subcontractor employ apprentices to perform twelve percent (12%) or more of the work hours that workers in apprenticeable occupations perform on the subcontract. Contractor acknowledges and agrees that this Section B.23 is a material provision of this Contract.

B.23.2 The Contractor shall establish and implement a plan for outreach to and recruitment and retention of women (as that term is defined in ORS 200.005), minority individuals (as that term is defined in ORS 200.005) and veterans (as that term is defined in ORS 408.225) to perform work under this Contract, with an aspirational target of having individuals in one or more of these groups to compose at least fifteen percent (15%) of the total number of workers who perform work under the Contract. The Contractor must have a written plan for outreach, recruitment and retention of women, minority individuals and veterans and the Contractor shall: (i) advertise employment opportunities available under this Contract in general circulation publications, trade association publications and publications that serve an audience or readership that consists primarily of minority individuals, women or veterans; (ii) follow up on the Contractor's initial solicitations of interest by contacting minority individuals, women or veterans who expressed interest in or responded to the initial solicitation to determine with certainty whether the minority individual, woman or veteran is interested in the opportunities described in (i) above; (iii) provide all persons who express continued interest with adequate information about hiring qualifications, pay rates, benefits, the expected duration of employment, work hours and other conditions of employment under this Contract; (iv) make efforts to encourage minority individuals, women and veterans to seek employment under the public improvement contract that the contractor may reasonably expect will produce a level of participation that meets the aspirational target described in this Section; and (v) use the services of minority community organizations, local, state, federal and tribal governments or other organizations that have recruiting, training and otherwise assisting minority individuals, women and veterans as the organization's primary purpose or mission to assist the Contractor with outreach, recruitment and retention.

B.23.3 The Contractor shall demonstrate adequate good faith efforts to comply with the requirements of Section B.23.2.

B.23.4 The Contractor shall require any Subcontractor with a subcontract value of \$750,000 or more to comply with the requirements set forth in Sections B.23.2 and B.23.3 to the same extent as the Contractor is required to comply with such requirements.

B.23.5 No less often than weekly, the Contractor shall report to Owner the extent of compliance with this Section B.23, and the compliance of all Subcontractors described Section B.23.4, to the Owner using the Bureau of Labor and Industries' Certified Statement form, WH-38.

B.23.6 With each Application for Payment, the Contractor shall submit for this Contract and each subcontract the report described in Section B.23.5 as part of, or as a supplement to, certified statements required under ORS 279C.845. Contractor shall preserve the reports in the same manner as provided for certified statements in ORS 279C.845 (5)."

SG-4 ADD Section E.7 as follows:

E.7 Obligation to Reduce Payment. Notwithstanding any provision of the Contract Documents to the contrary, Owner is legally obligated to and will reduce payment to Contractor when Contractor does not meet the applicable requirements of Section B.23 of these General Conditions which reflects the requirements of ORS 279C.533(2) and (3). The amount of reduction will be equivalent to the difference between the total number of work hours that apprentices in apprenticeable occupations should have performed on the Project to meet the requirements of ORS 279C.533(2) (including work performed by subcontractors), less the total number of work hours that apprentices in apprenticeable occupations actually performed on the Project multiplied by \$15 per hour. Owner shall pay the amount of the reduction to the State Treasury to the credit of the Bureau of Labor and Industries Account established under ORS 651.160.”

SG-5 The following section is added to Section F of the General Conditions:

Contractor shall maintain the capability to respond to emergency service requests related to mechanical system failures that may impact building operation, safety, or critical infrastructure. Contractor shall coordinate emergency response with Owner and shall respond within timeframes established by Owner for urgent service conditions.

SG-6 The following section is added to Section F of the General Conditions:

Contractor shall install replacement parts and components that are new and of quality equal to or greater than the original equipment unless otherwise approved by Owner. Contractor shall warrant repairs and replacement components for a minimum period of one year unless manufacturer warranties provide longer coverage.

SG-7 The following section is added to Section F of the General Conditions:

Mechanical equipment and systems serviced under this Contract may be connected to centralized campus energy systems and building automation systems serving Oregon State University – Cascades campus facilities. Contractor shall coordinate maintenance and repair activities with Owner to ensure that work performed does not disrupt or interfere with district energy systems, centralized heating or cooling systems, or building automation system operations. Any adjustments, replacements, or modifications to sensors, actuators, control devices, or control interface components shall be performed in coordination with Owner and in accordance with University controls standards. Contractor shall not modify control programming, sequences, or network configurations unless specifically authorized by Owner.

SG-8 Section G.1.2 is replaced with the following:

To the fullest extent permitted by law, including ORS 30.140, Contractor shall indemnify and hold harmless Owner and its officers, agents, and employees from claims, damages, losses, and expenses, including reasonable attorneys’ fees, arising out of or resulting from the performance of the Work, but only to the extent caused by the negligent acts or omissions or willful misconduct of Contractor, its subcontractors, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Contractor’s duty to defend shall apply only to the extent permitted by ORS 30.140 and shall not require Contractor to defend Owner for claims arising solely from the negligence of Owner.

SG-9 Section H.2 of the General Conditions is modified to read as follows:

Contractor shall coordinate service activities with Owner and perform preventive maintenance and repair services in accordance with schedules established by Owner. Contractor shall maintain sufficient staffing and resources to perform services required under this Contract. CPM construction schedules are not required unless specifically requested by Owner.

SG-10 Section H.2.1 is replaced with the following:

Construction CPM schedules are not required for services performed under this Contract. Contractor shall coordinate service activities and preventive maintenance schedules with Owner and shall perform Work in accordance with service schedules established by Owner..



Oregon State University

Purchase Order		
Purchase Order Date	PO/Reference No.	Revision No.
Contact Information		
Shopper:		
Shopper Phone:		
Shopper Email:		

Supplier Information	Delivery Information
Phone	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	ATAMI Electrical Services, Upgrades, and Maintenance			XXXXX.00 USD	1 EA	XXXXX.00 USD
<p>Scope of Work Per the attached quote (Exhibit 1) for scope and cost only, provide all labor, materials, equipment, transportation, and services as detailed. Any terms and conditions included in the quote that conflict with the Master Contract for Construction Related Services for Advanced Technology and Manufacturing Institute (ATAMI) Electrical Upgrades and Maintenance, OSU Contract No. 2021-005657, General Conditions, or applicable law are hereby rejected and shall be deemed null and void.</p> <p>Location Hewlett-Packard Campus, Building 11, Advanced Technology and Manufacturing Institute (ATAMI)</p>						

Coordination

Schedule all work with Person A
XXX-XXX-XXXX |
XXXXX.XXXXXXX@oregonstate.ed
u.

Contract Terms

Work is subject to the OSU Master
Contract No. XXXX-XXXX.

Important Reminders

- Invoices and certified payroll must be sent to the contact listed under "Billing Address."
- Direct all billing and payment inquiries to the same contact.
- This is a BOLI Prevailing Wage Rates (PWR) project. See Attachment A for applicable PWR.

Subtotal	XXXXX.00
Shipping	0.00
Handling	0.00
Total	XXXXX.00 USD

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://procurement.oregonstate.edu/resources-suppliers/terms-and-conditions-purchase-orders . 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

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 PWR as outlined in Sections C.1 and C.2 of the Oregon State University (OSU) General Conditions for Purchase Order Construction Contracts (Terms and Conditions). This Purchase Order is subject to the following Oregon State Bureau of Labor and Industries (BOLI) PWR requirements, which are incorporated herein by reference:

- January 5, 2026 PWR Apprenticeship Rates
- January 5, 2026 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