

**MASTER CONTRACT
FOR CONSTRUCTION RELATED SERVICES FOR IS
OREGON STATE UNIVERSITY**

This Master Contract for Construction Related Services (“Contract”), effective upon the last signature of a party to it, is between:

“Contractor”:

and “Owner”:
Oregon State University
Construction Contracts Administration
644 SW 13th Ave.
Corvallis, OR 97333

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

RECITALS

WHEREAS, Owner issued certain Solicitation Documents inviting construction firms to provide construction related services to Owner; and

WHEREAS, Owner having received and evaluated the responses to the Solicitation Documents, now desires to award a Contract to Contractor; and

WHEREAS, Contractor desires to provide construction related services to Owner; and

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

AGREEMENT

1. INCORPORATION OF TERMS AND DOCUMENTS

Contractor agrees to provide construction related services (“Work”) to Owner in accordance with this Contract; and with the General Conditions for Master Contracts for Construction Related Services, Oregon State University (the “General Conditions”), included as Attachment I, all attached hereto and incorporated herein by this reference. Capitalized terms not otherwise defined in this Contract shall have the meanings ascribed to them in the General Conditions.

2. WORK

Owner may request Work of Contractor pursuant to Contract Documents for specific construction activity (each, a “Work Unit”) throughout the Term (as defined below) of the Contract. Upon receipt of such a request (each such request, a “Request”), Contractor may respond to the Request for specific Work, as defined in the Request. Contractor’s response shall state fixed-price or a maximum not-to-

exceed price for the Work, in accordance with the Request, this Contract and the conditions of the Work Unit.

Upon Owner's election to award a Work Unit to Contractor, the scope and cost of the Work with regard to each such specific Work Unit will be specified in a written Contract amendment (each, an "Amendment") and a Notice to Proceed may be issued. The form of such Amendments may be a purchase order or a contract amendment. The Owner shall reserve the right to determine which contract form for each Amendment. Each such Amendment shall be incorporated into the Contract Documents upon full execution thereof. From time to time, Owner and Contractor may elect to amend an Amendment by way of a modification to the Amendment, related to the scope of work of the Amendment (each such modification to an amendment, a "Modification"). Each such Modification shall be incorporated into the Contract Documents upon full execution thereof.

The type of work anticipated under this Contract may include, but are not limited to, the following: communication pathways, communication room buildouts and horizontal/riser cabling, underground conduit, communication vaults, communication hand-holes, trenching and backfill of both natural soil and paved surfaces. Work may also consist of providing and installing outdoor rated copper and fiber optic cabling and associated splices.

Contractor's Work shall comply with the Contract Documents and Applicable Laws and shall be performed in accordance with the professional skill, care, and standards of other professionals performing similar work under similar conditions.

3. OWNER DOES NOT GUARANTEE THAT WORK WILL BE REQUESTED

Contractor acknowledges and agrees that, until execution of an Amendment requiring construction activities, Owner does not warrant or guarantee 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 Amendment, detailing the specific Work associated with a Work Unit.

4. COMPENSATION

Owner agrees to compensate Contractor for Work in accordance with the 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 Work Unit in Contractor's response to Owner's Request for Work.

Pursuant to ORS 305.385 and Oregon State University Standard 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.

5. TERM AND TERMINATION

The term of this Contract (the "Term") commences on the full execution hereof and expires on October 1, 2019. In addition to Owner's rights provided in the General Conditions, Owner may terminate this Contract immediately upon Contractor's default under this Contract or any Amendment or Modification issued hereunder.

6. MINIMUM WAGE RATES.

Contractor and all subcontractors shall comply with the provisions of ORS 279C.800 through 279C.870, relative to Prevailing Wage Rates and the required public works bond, as outlined in Sections C.1, C.2 and G.2.3 of the General Conditions.

7. PERFORMANCE AND PAYMENT BONDS

Contractor shall provide to Owner a performance bond and a separate payment bond in accordance with the General Conditions for each separate Work Unit, pursuant to an Amendment in the amount of the Contract Price for that Work Unit. Receipt of such bonds by Owner shall be a condition precedent to the effectiveness of any Amendment or Modification and to any payment due Contractor under such Amendment or Modifications.

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.

Johan Reinalda
Director of Network Telecom
Oregon State University
Jefferson Street Building
3731 SW Jefferson St.
Corvallis, OR 97330

With a CC to:

Construction Contracts Administration
Oregon State University
644 SW 13th Ave.
Corvallis, OR 97331

13. LICENSING; LEGAL CAPACITY TO CONDUCT BUSINESS

Contractor shall be licensed to do business in the State of Oregon and shall continuously maintain all licenses required by Applicable Laws for the operation of its business or performance of the Work under this Contract throughout the Term. Contractor shall demonstrate its legal capacity to do business and perform the Work in the State of Oregon before entering into any Amendment.

14. EXECUTION AND COUNTERPARTS

This Contract and any Amendment or Modification 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.

15. 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.

16. MERGER CLAUSE

THIS CONTRACT, TOGETHER WITH THE OTHER CONTRACT DOCUMENTS, CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT WILL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY THE PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER WILL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

IN WITNESS HEREOF, the Parties have duly executed this Contract as of the dates indicated below.

_____, Contractor

Oregon State University, Owner

Ronald L. Adams,

Date

Interim Vice President for Administration

Signature

Date

Print Name

Title