

**OREGON STATE UNIVERSITY
PUBLIC IMPROVEMENT CONTRACT
CAMPUS AUTOMATIC DOOR ENTRY SYSTEMS ON CALL AND REPAIRS SUPPORT**

This On-Call and Repairs Support (“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 on call and repairs support 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 on-call and repair support 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 Public Improvement Contracts, Oregon State University, dated June 30, 2017 (the “General Conditions”), and the Supplemental General Conditions, included as Attachment I and Attachment II, respectively, 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 repair or on-call 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 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, a Notice to Proceed may be issued

The type of work anticipated under this Contract may include, but are not limited to, the following: small repairs urgent in nature, including troubleshooting, installation, repair, replacement of failed components and support services for necessary component adjustments for various automatic door entry projects in accordance with the Americans with Disabilities (ADA) on the Corvallis campus.

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 as well as adhere to the OSU Construction Standards (<http://fa.oregonstate.edu/cpd/contact-us/site-help/contractors-consultants-and-vendors>).

3. OWNER DOES NOT GUARANTEE THAT WORK WILL BE REQUESTED

Contractor acknowledges and agrees that, until a Notice to Proceed is executed requiring repair or on-call support 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 Notice to Proceed, detailing the specific Work associated with a Work Unit.

4. COMPENSATION

Owner agrees to compensate Contractor for Work on a time and material basis subject to a maximum not-to-exceed price of **\$75,000.00**; in accordance with the Contract Documents.

Labor hourly rates and material mark up percentage are indicated in Attachment III. The labor rate is all inclusive of total price to arrive to work site and perform required work. No mark-up in addition to the labor rate will be allowed. The material mark up percentage shall be added to materials required for repairs and inclusive of profit, overhead and Contractor's indirect costs.

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 three (3) years from full execution. Owner has the option, but not the obligation to extend the term of this contract for three (3) additional twelve (12) month terms based on the current terms and conditions. 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. PAYMENTS

Contractor shall submit applications for payment and Owner shall make payments for Work completed by Contractor in accordance with Attachment I and Attachment II.

8. INSURANCE

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

9. 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.

10. AMENDMENTS

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

11. 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.

Anita Nina Azarenko
Associate Vice President for University Facilities, Infrastructure and Operations
Oregon State University
3015 SW Western Blvd.
Corvallis, OR 97333

With a CC to:

Stuart A. Larson
Electrical Manager
Oregon State University
560 SW 15th Street
Corvallis, OR 97331

And with a CC to:

Construction Contracts Administration
Oregon State University
644 SW 13th Ave.
Corvallis, OR 97333

12. 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.

13. SECURITY/BACKGROUND CHECKS

The Oregon State University (“OSU”) facilities in which work performed under this Contract is performed are 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.

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

Signature

Date

Anita Nina Azarenko Date
Interim Vice President for University Facilities,
Infrastructure and Operations

Print Name

Title

ATTACHMENT I
General Conditions for Public Improvement Contracts
Oregon State University
June 30, 2017

SAMPLE

ATTACHMENT II
Supplemental General Conditions for Public Improvement Contracts
Oregon State University
June 30, 2017

SAMPLE

ATTACHMENT III
Labor Rate and Materials Mark Up Percentage

SAMPLE