

**MASTER CONTRACT  
FOR CONSTRUCTION RELATED SERVICES FOR  
INFORMATION SERVICES (IS) INFRASTRUCTURE  
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 13<sup>th</sup> St.  
Corvallis, OR 97333

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

**RECITALS**

WHEREAS, Owner issued certain Solicitation Documents inviting firms to provide voice and data infrastructure (“IS Infrastructure”) 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 IS Infrastructure 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 IS Infrastructure related services (“Work”) to Owner in accordance with the Solicitation Document; and with the General Conditions for Master Contracts for Construction Related Services, Oregon State University, dated July 1, 2019 (the “General Conditions”), included as **Exhibit 1**, and attached hereto and incorporated herein by these references. 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 "Service Order") throughout the Term (as defined below) of the Contract. Upon receipt of such a request (each such request, a "Service Order Request"), Contractor may respond to the Request for specific Work, as defined in the Request. For every response to a Service Order Request, Contractor shall coordinate with the Owner's project manager, attend site visit, and provide a maximum non-to-exceed price (in accordance with the Service Order Request and this Contract) estimate for the Service Order within one business day (for standard work orders), unless otherwise stated by the Owner's project manager. All Service Order responses provided under this Contract must be completed by Registered Communication Distribution Designer (RCDD) certified individual(s), contain a cover letter identifying scope of work and cost, contain a detailed completed cost breakdown form (supplied by Owner) showing cost per unit, labor and mark up percentage. Parking fees, travel time, fuel, surcharges, per diem and miscellaneous expenses will not be reimbursed by Owner and shall not be included in the response.

Upon Owner's election to award a Service Order to Contractor, the scope and cost of the Work with regard to each such specific Service Order will be specified in an Owner issued written Contract amendment (each, an "Amendment"). The form of such Amendments may be a purchase order or a contract amendment substantially similar to the purchase order and contract amendment attached as **Exhibit 2** and **Exhibit 3**, respectively. Each purchase order when signed by the Owner, creates a binding obligation between the Parties, each contract amendment when signed by the Contractor and Owner, creates a binding obligation between the Parties; in either case a Notice to Proceed may be issued. 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").

The type of work anticipated under this Contract may include, but are not limited to, the following:

1. Installation of Outside Plant (OSP) consisting of aerial, saw cutting, trenching/backfill/paving, handholes, vaults, conduit, locating conductors, OSP copper, grounding, overcurrent protection and fiber optics, removal of infrastructure, and as-built documentation, including, but not limited to AutoCAD, Bluebeam®, test results, manufacturer warranty certificate(s), copies of electrical permits and photographic evidence.
2. Installation of inside premise infrastructure consisting of horizontal and riser subsystem copper and fiber optics, surface raceways, cable tray, conduit, fire sleeves, floor boxes, removal of infrastructure, X-ray/core drilling, as-built documentation, including, but not limited to AutoCAD, Bluebeam®, test results, manufacturer warranty certificate(s), copies of electrical permits and photographic evidence.
3. Construction of communication rooms including, but not limited to, overhead cable tray, electrical outlets, grounding, lighting, network equipment racks, network-wiring racks, backboards, fire sleeves, and X-Ray/core drilling.

The Work of Service Orders will occur within, but not limited to classrooms, offices, residence halls, research laboratories, communication rooms and spaces, data centers, athletic facilities, aquatic docks, student environments, Oregon State Police occupied rooms and spaces, campus security rooms and spaces, vendor spaces (retail), and medical room and spaces.

Upon award of an Amendment, Contractor shall attend meetings with the Owner, as required by the Owner's project manager, initiate timely invoices, provide as-build drawings in electronic format (AutoCAD or Bluebeam®), provide Fluke copper/fiber certification test results, if applicable, provide Optical Timing Domain Reflectometer (OTDR) results, if applicable, and provide electrical permits signed by the Authority Having Jurisdiction, if applicable. The as-build drawings, test results, OTDR results and electrical permits, when applicable, shall be included in Contractor's final application for payment and are a condition of final payment for every Service Order. Contractor's Work shall comply with the Contract Documents, Oregon State University Div. 27 Master Specification for Information Transport Systems and Spaces (dated 12-1-2018) 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 IS Infrastructure 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 Service Order.

### **4. COMPENSATION**

Owner agrees to compensate Contractor for Work in accordance with the Amendment and Contract Documents.

Service Orders shall be compensated on a time and materials basis, unless otherwise stated by the Owner in the Service Order Request. Contractor shall provide Owner with a detail cost breakdown form using hourly rates indicated in **Exhibit 4**, material unit costs, incidental costs and a ten (10) percent mark up for material and incidental costs for the Service Order in Contractor's response to Owner's Service Order Request. If Payment and Performance Bonds are required by the Service Order Request, those bond costs are required to be included in the detailed cost breakdown. Bond costs are to be included at Contractor cost, with no mark up.

Contractor's hourly rates are identified in **Exhibit 4** and are inclusive of all labor costs, overhead and profit to perform the Services described in this Contract. Parts and incidental materials provided in the course of Work shall be provided at cost with an allowable mark up of no more than 10% for overhead and profit. No additional mark up will be allowed for parts and incidental materials.

Work performed by sub-contractors, if any, shall be reimbursed by the Owner at the Contractor's cost, without mark up.

Hourly rates, as identified in **Exhibit 4** shall remain unchanged for the Term of this Contract, unless otherwise agreed to by the Parties in the form of a written amendment to this Contract. Any escalation of the hourly rates identified in **Exhibit 4** shall be reviewed and may be approved by the Owner upon written request by the Contractor if the Contract has been extended beyond the expiration date indicated in Section 5 of this Contract.

Pursuant to ORS 305.385 and Oregon State University Standards 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 October 2, 2019 or the full execution hereof, whichever occurs later and expires on October 1, 2022. Owner has the option, but not the obligation to extend the Term of this Contract for two (2) 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.

Each Amendment may be terminated in accordance with its terms.

## **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. The Bureau of Labor and Industries (BOLI) wage rates and requirements set forth in the following BOLI booklet (and any listed amendment to that booklet), which are incorporated herein by this reference, apply to Amendments authorized under this Contract:

PREVAILING WAGE RATES for Public Works Contracts in Oregon, July 1, 2019, as well as the July 1, 2018 Definitions of Covered Occupations for Public Works Contracts in Oregon, which can be downloaded [here](#).

## **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 Service Order, pursuant to an Amendment in the amount of the Contract Price for that Service Order. 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 13<sup>th</sup> Ave.  
Corvallis, OR 97331

### **13. KEY PERSONNEL**

The Contractor shall utilize the key personnel identified on the attached **Exhibit 5** in the performance of Service Orders. In addition to the full names and titles/positions of the key personnel that are included in the attached **Exhibit 5**, the Contractor agrees to promptly provide such additional information on the professional background of each of the assigned personnel as may be requested by the Owner. The Contractor acknowledges that the Owner's award of this Contract to the Contractor was made on the basis of the unique background and abilities of the Contractor's key personnel and originally identified in the Contractor's RFP Response. Therefore, the Contractor specifically understands and agrees that any attempted substitution or replacement of a key person by the Contractor, without the written consent of the Owner, shall constitute a material breach of this Contract. In the event that key personnel become unavailable to the Contractor at anytime, Contractor shall replace the key personnel with personnel having substantially equivalent or better qualifications than the key personnel being replaced, as confirmed and approved by Owner. Likewise, the Contractor shall remove any individual from a Service Order if so directed by Owner in writing following discussion with the Contractor, provided that Contractor shall have a reasonable time period within which to find a suitable replacement.

### **14. 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. As required by OSU's Voice/Data Wiring Standard, all key personnel, as stated in **Exhibit 5** must also be certified by Ortronics as a Certified Installer Plus (**C.I.P**), as a certified Corning Fiber Network of Preferred Installers (**NPI**), and additionally certified **RCDD** and must maintain these certifications throughout the Term of this Contract.

## 16. SECURITY/ BACKGROUND CHECK

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, 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 OSU work location. The Contractor shall also conduct drug and alcohol testing of each Contractor employee and agent with satisfactory results before referral or placement at any OSU work location. Contractor must perform the criminal background checks and drug and alcohol testing within the twelve (12) months immediately preceding referral or placement at any Owner work location.

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.

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 this Contract.

The Owner, at its discretion, may require Contract to reassign a Contractor employee or agent to no longer perform work under this 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.

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 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 (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.

Contractor shall require Contractor's subcontractors and agents providing services under this Contract to comply with this provision. The Owner may audit Contractor's background checks and drug and alcohol testing processes at any time to ensure compliance with this section. Failure of Contractor to comply with this section is a material breach of the 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 testing and any adverse action that may be taken as a result of such checks and testing.

#### **17. 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.

#### **18. 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.

#### **19. 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.

#### **20. 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.

#### **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, 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

\_\_\_\_\_  
Michael J. Green, Date  
Vice President for Finance and Administration

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

SAMPLE

**EXHIBIT 1**  
**GENERAL CONDITIONS FOR MASTER CONTRACTS FOR CONSTRUCTION RELATED SERVICES, OREGON**  
**STATE UNIVERSITY, DATED JULY 1, 2019**

SAMPLE

**EXHIBIT 2**  
**SAMPLE PURCHASE ORDER**

SAMPLE

**EXHIBIT 3**  
**SAMPLE MASTER CONTRACT AMENDMENT**

SAMPLE

**EXHIBIT 4  
PRICING**

SAMPLE

**EXHIBIT 5  
KEY PERSONNEL**

SAMPLE