

# OREGON STATE UNIVERSITY PUBLIC IMPROVEMENT CONTRACT

This Public Improvement Contract for the **(Insert Project Name)** (the "Contract"), made by and between Oregon State University, hereinafter called OWNER, and **(Insert Contractor's Name)** hereinafter called the CONTRACTOR (collectively the "Parties"), shall become effective on **(Insert contract award date)**, or the date this Contract has been signed by all the Parties and all required governmental approvals have been obtained, whichever is later.

WITNESSETH:

## 1. Contract Price, Contract Documents and Work.

The CONTRACTOR, in consideration of the sum of \_\_\_\_\_ (the "Contract Price"), to be paid to the CONTRACTOR by OWNER in the manner and at the time hereinafter provided, and subject to the terms and conditions provided for in the Instructions to Bidders and other Contract Documents (as defined in the Oregon State University General Conditions referenced within the Instructions to Bidders), all of which are incorporated herein by reference, hereby agrees to perform all Work described and reasonably inferred from the Contract Documents. The Contract Price is the amount contemplated by the Base Bid adjusted for Alternates\_\_\_\_, as indicated in the accepted Bid.

Also, the following documents are incorporated by reference in this Contract and made a part hereof if checked for inclusion [X]:

[ ] (RESERVED)

## 2. Representatives.

CONTRACTOR has named **(Insert Name)** its' Authorized Representative to act on its behalf. OWNER designates, or shall designate, its Authorized Representative as indicted below (check one):

A. [ ] Unless otherwise specified in the Contract Documents, the OWNER designates **(Insert Name)** as its Authorized Representative in the administration of this Contract. The above-named individual shall be the initial point of contact for matters related to Contract performance, payment authorization, and to carry out the responsibilities of the OWNER.

B. [X] Name of OWNER'S Authorized Representative shall be submitted by OWNER in a separate writing.

## 3. Key Persons.

CONTRACTOR's personnel indicated below are specifically valuable to the Project ("Key Persons"). Key Persons shall not be replaced during the project without the written consent of OWNER, which shall not be unreasonably withheld. If CONTRACTOR intends to substitute personnel, OWNER shall receive the request at least 15 days prior to the effective date of substitution. When replacements have been approved by OWNER, CONTRACTOR shall provide a transition period of at least 10 working days during which the original and replacement personnel shall be working on the project concurrently. Upon authorization for the replacement of a Key Person, all subsequent substitutions of that Key Person shall require OWNER's written consent in accordance with this Section. The Key Persons for this Project are the following:

**Project Executive:** \_\_\_\_\_ shall be CONTRACTOR’s Project Executive, and will provide oversight and guidance throughout the Project term.

**Project Manager:** \_\_\_\_\_ shall be CONTRACTOR’s Project Manager and will participate in all meetings throughout the Project term.

**Job Superintendent:** \_\_\_\_\_ shall be CONTRACTOR’s on-site Job Superintendent throughout the Project term.

**Project Engineer:** \_\_\_\_\_ shall be CONTRACTOR’s Project Engineer, providing assistance to the Project Manager, and subcontractor and supplier coordination throughout the Project term.

**4. Contract Dates.**

COMMENCEMENT DATE: Within **(Insert # of Days)** days of the execution of the Contract (“Execution”).

SUBSTANTIAL COMPLETION DATE: **(Insert # of Days)** from Contract Execution **(or a date certain)**.

FINAL COMPLETION DATE: **(Insert # of Days)** from Contract Execution **(or a date certain)**.

**5. Tax Compliance.**

The individual signing on behalf of CONTRACTOR hereby affirms, under penalty of perjury as provided in ORS 305.385(6), that, to the best of CONTRACTOR’s knowledge, the CONTRACTOR is not in violation of any of the tax laws described in ORS 305.380(4). For purposes of this certification, “tax laws” means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250, ORS Chapters 118, 314, 316, 317, 318, 321 and 323; the elderly rental assistance program under ORS 310.630 to 310.706; and local taxes administered by the Oregon Department of Revenue under ORS 305.620.

**6. Integration**

The Contract documents constitute the entire agreement between the parties. There are no other understandings, agreements or representations, oral or written, not specified herein regarding this Contract. CONTRACTOR, by the signature below of its authorized representative, hereby acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.

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

CONTRACTOR DATA:  
**(Insert Contractor Name & Address)**

CONTRACTOR DATA:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CONTRACTOR NAME:

CONTRACTOR FEDERAL ID #

CONTRACTOR CCB #

*[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 \_\_\_\_\_  
Name/Title Date

Oregon State University

By \_\_\_\_\_  
W. Glenn Ford Date  
Vice President for Finance & Administration/CFO