

**MASTER CONTRACT
FOR CONSTRUCTION RELATED SERVICES FOR
MOVING
OREGON STATE UNIVERSITY
#**

This Master Contract for Construction Related Services (“Contract”) is made 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 firms to provide moving (“Moving”) 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 Moving 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 Moving related services (“Work”) to Owner in accordance with the Solicitation Document; and with the General Conditions for Master Contracts for Construction Related Services, dated November 1, 2018 (the “General Conditions”), included as **Exhibit 1**, and Master Contract for Construction Related Services Supplemental General Conditions (“Supplemental General Conditions”), included as **Exhibit 2**, both 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 move activity (each, a "Move") throughout the Term (as defined below) of the Contract. Upon receipt of such a request (each such request, a "Move Request"), Contractor may respond to the Move Request for specific Work, as defined in the Move Request. For every response to a Move Request, Contractor shall coordinate with the Owner's Move Coordinator, attend site visit (if required by Owner), and provide a maximum non-to-exceed price (in accordance with the Move Request and this Contract) estimate for the Move within a timeframe indicated by the Owner. All Move Request responses provided under this Contract must contain a cover letter identifying scope of work and cost, contain a detailed completed cost breakdown form (supplied by Owner) showing cost per unit for materials labor other items essential to the Move.

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

- A. **Group 1 - Large Move:** A new or completely renovated building, will have multiple tenants moving in or out from multiple locations on campus. Mover will be required to coordinate with the Move Coordinator or their designee, one or more OSU department representatives, and possibly construction managers for the building receiving the units. It is anticipated that Group 1 Moves would require at least two (2) larger trucks with lift gates, 12 workers and a project manager from the Mover. Group 1 Moves are further described as taking place in spaces greater than 60,000 square feet
- B. **Group 2 - Mid-size and Small Move:** It is anticipated that Group 2 moves will require one (1) truck and five (5) or less workers. Group 2 moves are described as taking place in spaces smaller than 60,000 square feet.
 - i. Mid-Size Move – 30,000 – 60,000 square feet; An entire department will move from one or more floors of one building to one or more floors of another building. Mover will generally be required to coordinate with the Move Coordinator or their designee and (1) OSU department representative.
 - ii. Small Move – 20,000 square feet or less; A small group within a department or an individual will move from one floor of one building to a new floor or another building. Mover may be required to coordinate with the individual moving or the Move Coordinator.
- C. **Group 3 – Non-Traditional Move:** Group 3 Moves are moves that may include non-traditional items such as specialized lab equipment, animals, specimens, bulky sports equipment, art, or

other non-traditional items not typically found in classrooms and offices. Generally, the Mover will be required to coordinate with the Move Coordinator or their designee and OSU department representative or individual moving.

- D. **Surplus:** Some units will not be moving all of the property within their space. Current practice is for the unit to contact OSU Property and Surplus with a catalogue of items for pick up and removal. However, as directed, removal of items to the Property and Surplus warehouse may be requested of the Mover. In rare cases, and as approved by OSU Surplus, successful proposer(s) may be directed to dispose of property in its entirety.

Moves could 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.

For each Move requested by the Owner, the Contractor will:

1. Meet with Move Coordinator and or OSU department representative (as applicable) to understand size, schedule and budget of each Move, including separate estimates if removal to Surplus is involved, moving supplies are required and broom cleaning is required.
2. Meet with the Move Coordinator or OSU department representative (as applicable) to advise schedule requirements, access to the occupied building and individual spaces, access to new building and spaces, staging and tagging for property to be moved, materials required for Move and communication strategy.
3. Visit the existing and new spaces to determine a cost estimate for the Move.
4. Provide detailed cost estimate to Move Coordinator or OSU department representative (as applicable) pursuant to Schedule of Charges indicated in **Exhibit 4**.
Cost estimate shall include:
 - a. Moving labor (at the applicable prevailing wage rate), vehicles, and fuel);
 - b. Parking;
 - c. Labor for personnel required for traffic control (if required);
 - d. Moving supplies as needed by unit – boxes, blankets, tape;
 - e. Cost for “broom cleaning” service of vacated space, if this service is requested by OSU;
 - f. Cost for elevator, wall or flooring protection in buildings (as applicable and as required);
 - g. Cost for Payment and Performance Bonds if the estimated cost of the Move will exceed \$150,000.00;
 - h. Cost for insurance in excess of that required by the Master Contract; and
 - i. Estimate of other services that may be requested by OSU, if applicable. All cost proposals must be submitted on the “Move Bid Calculation Form”, attached herein as **Exhibit 5**.

Upon award of an Amendment, Contractor shall attend meetings with the Owner, as required by the Owner’s Move Coordinator, perform the Move and initiate timely invoices. Contractor shall perform

Moves in accordance with the Contract Documents and 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 Moving 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 Move.

4. COMPENSATION

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

Moves shall be compensated on a time and materials basis with a not-to-exceed maximum, unless otherwise stated by the Owner in the Move Request. Contractor shall provide Owner with a detail cost breakdown form using the Schedule of Charges indicated in **Exhibit 4** in Contractor's response to Owner's Move Request. If Payment and Performance Bonds are required by the Move 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 Schedule of Charges are identified in **Exhibit 4** and each line is inclusive of all costs (labor, material, equipment and rentals), overhead and profit to perform the Services described in this Contract. No additional mark up will be allowed for incidental materials.

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

The Schedule of Charges, as identified in **Exhibit 4** will 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** will be reviewed and may be approved by the Owner upon written request by the Contract if the Contract has been extended beyond the expiration date indicated in Section 5 of this Contract.

Pursuant to ORS 305.385 and OAR 150-305.0010 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

This Agreement is effective on the date it has been signed by every Party hereto (the "Effective Date"). No services shall be performed payment made prior to the Effective Date. The term of this Contract (the "Term") commences on the Effective Date and expires on August 31, 2025. 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.

This Contract is subject to the following BOLI wage rate requirements, which are incorporated herein by reference:

- April 1, 2022 PWR Apprenticeship Rates
- January 1, 2022 Prevailing Wage Rates for Public Works Contracts in Oregon
- April 1, 2022 Amendments
- January 1, 2018 Definitions of Covered Occupations for Public Works Contracts in Oregon

These BOLI wage rates are available on line at:

http://www.boli.state.or.us/BOLI/WHD/PWR/pwr_state.shtml

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 Move in excess of \$150,000.00, pursuant to an Amendment in the amount of the Contract Price for that Move. 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. RESERVED

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 in this Agreement, any notices to be given hereunder shall be given in writing by email followed by personal delivery, or mailing the same, postage prepaid, to Contractor or Owner at the address set forth below, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section. Any notice so addressed and mailed shall be deemed to be given seven (7) calendar days after the date of mailing. Any notice by personal delivery shall be deemed to be given when actually delivered. Regular, day-to-day communications between the Parties may be transmitted through one of the methods set forth above, in person, by telephone, by e-mail, or by other similar electronic transmission.

Representatives for the Contractor and the Owner for purposes of notice and for other specific purposes provided for under this Agreement are:

Contractor:

Owner: **Bruce Daley, Associate Vice President for Capital Planning and Facilities Services**
Oregon State University
850 SW 35th St.
Corvallis OR 97331

With a Copy to: **Move Coordinator**
Oregon State University
850 SW 35th St.
Corvallis OR 97331

And a Copy to: **Construction Contracts Administration**
Oregon State University
644 SW 13th Ave.
Corvallis, OR 97333

13. RESERVED

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.

16. SECURITY/ BACKGROUND CHECK

The Oregon State University ("OSU") facilities in which work performed under this Contract may be 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 if required by the Owner, pursuant to an Amendment. 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 Contractor 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 MISCONDUCT POLICY

The Owner 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.

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

Bruce Daley

Date

Associate Vice President University Facilities,
Infrastructure and Operations

Print Name

Title

SAMPLE

EXHIBIT 1
GENERAL CONDITIONS FOR MASTER CONTRACTS FOR CONSTRUCTION RELATED SERVICES, OREGON
STATE UNIVERSITY, DATED NOVEMBER 1, 2018

SAMPLE

EXHIBIT 2
MASTER CONTRACT FOR CONSTRUCTION RELATED SERVICES SUPPLEMENTAL GENERAL
CONDITIONS

SAMPLE

EXHIBIT 3
SAMPLE PURCHASE ORDER

SAMPLE

Exhibit 4
SCHEDULE OF CHARGES

SAMPLE

EXHIBIT 5
MOVE BID CALCULATION FORM

SAMPLE