

**MASTER CONTRACT
FOR CONSTRUCTION RELATED SERVICES FOR
GENERAL CONTRACTING SERVICES – UHDS, MU & SEC
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 general contracting (“GC”) 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 GC 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 GC 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 construction activity (each, a "Project") throughout the Term (as defined below) of the Contract. Upon receipt of such a request (each such request, a "Project Request"), Contractor may respond to the Project Request for specific Work, as defined in the Project Request. For every response to a Project Request, Contractor shall coordinate with the Owner's Project Coordinator, attend site visit (if required by Owner), and provide a maximum non-to-exceed price (in accordance with the Project Request and this Contract) estimate for the Project within a timeframe indicated by the Owner. All Project Request responses provided under this Contract must contain a cover letter identifying scope of work and cost, contain a detailed completed cost breakdown form showing cost per unit for materials, labor, other items essential to the Project.

Upon Owner's election to award a Project 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 contract amendment substantially similar to the amendment form attached as **Exhibit 3**. Each Amendment when signed by the Owner and Contractor, 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. Retrofit and installation of fire & life safety systems in legacy UHDS buildings
- B. Roof replacements
- C. Window system replacements
- D. Bathroom/shower upgrades and remodels
- E. MEP system upgrades and modernization
- F. Accessibility and path of travel upgrades
- G. Renewal of finishes - paint, carpentry, flooring, ceiling systems
- H. Updates to residence hall apartments, kitchens, and laundry facilities
- I. Masonry repairs and mitigation of water infiltration issues
- J. Installation of electronic access door hardware and systems
- K. Reprogramming of residence hall community spaces to deliver interactive study spaces, advising offices, academic support spaces, and classrooms.
- L. Seismic upgrades
- M. Renovation and renewal of dining facilities with large dining areas and productions kitchens

Services and subcontracts to be included within the general contractor's scope will generally include:

- N. Project management, construction cost estimates, schedule development and overall project and subcontractor coordination. For some projects, a design/build project delivery method will be employed and subcontractors will include design professionals.
- O. Demolition of interior partitions and finishes, the removal and appropriate disposal of demolished material and potential surplus items. The general contractor will be expected to make and document best efforts toward recycling of waste material.
- P. Interior partition construction, drywall, and drywall finishing.
- Q. Carpentry and repairs to existing construction.
- R. Interior doors, frames, relights and hardware.
- S. Electrical wiring, lighting and low voltage installation and repair.
- T. Plumbing repair and installation, including ADA upgrades.
- U. Mechanical system upgrades and repairs. Air balancing for areas that have been rezoned.
- V. Fire sprinkler repair and upgrades.
- W. All work will be provided by fully licensed and bonded professionals.

For each project, the successful proposer(s) will:

- X. Meet with Our staff to understand size, schedule and budget of each project, and provide estimates and schedules prior to commencing work.
- Y. Maintain the project schedule and communicate directly with the UHDS project manager.
- Z. Conduct a weekly walkthrough with the UHDS project manager.
- AA. Project costs will not include:
 - i. Parking
 - ii. Travel expenses for individuals traveling to the jobsite

3. OWNER DOES NOT GUARANTEE THAT WORK WILL BE REQUESTED

Contractor acknowledges and agrees that, until execution of an Amendment requiring GC services, 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 labor costs and overhead and profit to perform the Services described in this Contract. Subcontractor work, materials and equipment 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 subcontractor work, materials and or equipment.

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 January 1, 2026. 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:

- July 1, 2022 PWR Apprenticeship Rates
- July 1, 2022 Prevailing Wage Rates for Public Works Contracts in Oregon
- 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 Project in excess of \$150,000.00, pursuant to an Amendment in the amount of the Contract Price for that Project. 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 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 97333

With a Copy to: **Patrick Robinson, Associate Director Capital Renewal & Space Planning, UHDS**
Oregon State University
310 Champinefu Lodge
1030 SW Madison Ave
Corvallis OR 97333

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

13. KEY PERSONNEL

The Contractor shall utilize the key personnel identified on the attached **Exhibit 5** in the performance of Projects. 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.

16. SECURITY/ BACKGROUND CHECK

All UHDS buildings are designated as critical, occupied or security-sensitive facilities. Thus, the selected 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 UHDS work location. Contractor must perform the criminal background checks within the twelve (12) months immediately preceding referral or placement at any UHDS 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 the Contract.

The Owner, at its discretion, may require Contractor to reassign a Contractor employee or agent to no longer perform work under the 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 are the responsibility of Contractor.

Contractor shall maintain a security log including a list of Contractor employees working in, accessing, or who will enter Owner critical, occupied or security-sensitive facilities; verification of each Contractor employee's satisfactory and unsatisfactory results of criminal background checks; each

Contractor employee's site assignment; and each revocation of a Contractor employee's site 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 the Contract to comply with this provision. The Owner may audit Contractor's background check processes at any time to ensure compliance with this section. Failure of Contractor to comply with this section is a material breach of the resulting 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 any adverse action that may be taken as a result of such checks.

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

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
AMENDMENT FORM**

SAMPLE

**AMENDMENT TO MASTER CONTRACT
FOR CONSTRUCTION RELATED SERVICES
OREGON STATE UNIVERSITY
AMENDMENT NO.:
{PROJECT NAME}**

This Amendment dated _____ (“Amendment #”) is entered into between:

“Contractor”:

and “Owner”:

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

(collectively, the “Parties”) pursuant to the Master Contract for Construction Related Services between the Parties (the “Contract”). Capitalized terms have the meaning defined in the General Conditions unless otherwise defined in the Contract or herein.

- 1. DESCRIPTION OF THE PROJECT.** The project to which this Amendment # pertains is described as follows: _____ (the “Project”).
- 2. WORK TO BE PERFORMED.** Contractor shall perform the following work on the Project: _____ (the “Work”). Contractor will perform the Work according to the terms and conditions of this Amendment and the Contract Documents, which are incorporated herein by this reference.
- 3. SCHEDULE.** Contractor shall perform the Work according to the following schedule: _____ (the “Schedule”).
- 4. COMPENSATION.** Owner shall compensate Contractor for Work (a) in the firm, fixed-price amount of \$ _____; or (b) on a time and materials basis subject to a maximum not-to-exceed price of \$ _____; in accordance with the requirements of the General Conditions. If the Work is performed on a time and materials basis, Contractor’s listing of wage rates, material unit costs and overhead charges for the Work is attached to this Amendment.
- 5. AMENDMENT TERM.** This Amendment is effective on the date it has been signed by every Party hereto and all approvals required by applicable law have been obtained (the “Amendment # Effective Date”). No payment shall be made prior to the Amendment # Effective Date. Contractor shall perform its Amendment # obligations in accordance with Amendment # and the Contract, unless this Amendment # is earlier terminated or suspended.

6. PERFORMANCE AND PAYMENT BONDS. The performance and payment bond requirements for this Project are as follows (check one of the following):

As a condition precedent to the effectiveness of this Amendment # and to Owner's obligation to make payment for the Work, Contractor shall provide the Owner with a performance bond and a separate payment bond in a sum equal to the Contract Price stated in Section 4 of this Amendment #.

This Project has a Contract price of \$100,000 or less, and Owner has determined that performance and payment bonds will not be required for this Project.

7. 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 Contract apply to the Work authorized under this Amendment #.

The Work will take place in Benton County, Oregon.

8. INSURANCE REQUIREMENTS.

Contractor shall comply with and obtain the insurance coverage amounts stated in the General Conditions.

The Owner has determined that the Contractor shall obtain insurance in the amount described in the Supplemental General Conditions, attached hereto.

9. OTHER TERMS. Except as specifically modified by this Amendment #, all terms of the Contract remain unchanged.

10. MODIFICATIONS. Any change to the terms and conditions of this Supplement require a fully executed written Modification.

11. EXECUTION AND COUNTERPARTS. This Amendment # may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

Contractor hereby confirms and certifies that the representations, warranties, and certifications contained in the Contract remain true and correct as of the Amendment # Effective Date.

IN WITNESS HEREOF, the Parties have duly executed this Amendment # as of the Amendment # Effective Date.

_____, Contractor

Oregon State University, Owner

By: _____

By: _____

Bruce Daley

Title: _____

Associate Vice President University

Facilities, Infrastructure and Operations

Date: _____

Date: _____

SAMPLE

EXHIBIT 4
SCHEDULE OF CHARGES

SAMPLE

**EXHIBIT 5
KEY PERSONNEL**

SAMPLE