OREGON INSTITUTE OF TECHNOLOGY
PUBLIC IMPROVEMENT CONTRACT
Contract #

THIS PUBLIC IMPROVEMENT CONTRACT ("Contract") for the Project ("Project") is made by and between the Oregon Institute of Technology ("Owner") and ("Contractor," and together with Owner, the "Parties") and shall become effective on **[Contract Award Date]** or the date this Contract has been signed by all the Parties and all required Owner and State of Oregon governmental approvals have been obtained, whichever occurs later ("Effective Date").

1. Contract Price, Contract Documents and Work.

The Contractor, in consideration of the sum of **[Contract Price] /100 Dollars ($)** ("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 Institute of Technology General Conditions for Public Improvement Contracts (02/01/2017) 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 **[Identify Accepted 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]:

☐	Oregon Tech General Conditions (02/01/2017)	☐	Prevailing Wage Rates
☐	Supplemental General Conditions	☐	Performance Bond
☐	Bid Bond	☐	Payment Bond
☐	Plans, Specifications, and Drawings	☐	Payroll and Certified Statement Form

2. Representatives.

Contractor has named its Authorized Representative to act on its behalf. Owner designates, or shall designate, its Authorized Representative as indicted below (check one):

☐ Unless otherwise specified in the Contract Documents, the Owner designates 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.

☐ Name of Owner's Authorized Representative shall be submitted by Owner in a separate writing.

3. Key Persons.

The Contractor's personnel identified below shall be considered Key Persons and shall not be replaced during the project without the written permission of Owner, which shall not be unreasonably withheld. If the Contractor intends to substitute personnel, a request must be given to Owner at least 30 days prior to the intended time of substitution. When replacements have been approved by Owner, the Contractor shall

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provide a transition period of at least 10 working days during which the original and replacement personnel shall be working on the project concurrently. Once a replacement for any of these staff members is authorized, further replacement shall not occur without the written permission of Owner. The Contractor's project staff shall consist of the following personnel:

Project Executive: shall be the Contractor's project executive and will provide oversight and guidance throughout the project term.

Project Manager: shall be the Contractor's project manager and will participate in all meetings throughout the project term.

Job Superintendent: shall be the Contractor's on-site job superintendent throughout the project term.

Project Engineer: shall be the Contractor's project engineer, providing assistance to the project manager, and subcontractor and supplier coordination throughout the project term.

4. Contract Dates.

COMMENCEMENT DATE:
SUBSTANTIAL COMPLETION DATE:
FINAL COMPLETION DATE:

Time is of the essence for this Contract. It is imperative that the Work in this Contract reach Substantial Completion and Final Completion by the above specified dates.

5. Liquidated Damages.

The Contractor acknowledges that the Owner will sustain damages as a result of the Contractor's failure to substantially complete the Project in accordance with the Contract Documents. These damages may include, but are not limited to delays in completion, use of the Project, and costs associated with Contract administration and use of temporary facilities.

5.1 Liquidated Damages shall be as follows if the actual Substantial Completion exceeds the required date of Substantial Completion:

5.1.1. Seven Hundred Fifty and 00/100 Dollars ($750.00) per Calendar day from Day 1 through Day 7 past the Substantial Completion date.

5.1.2. One Thousand Two Hundred and Fifty and 00/100 Dollars ($1,250.00) per Calendar Day from Day 8 through Day 15 past the Substantial Completion date (7 days before Fall Quarter).

5.1.3. One Thousand Five Hundred and 00/100 Dollars ($1,500.00) per Calendar Day from Day 16 and beyond.

6. Tax Compliance.

Contractor hereby affirms, under penalty of perjury, as provided in ORS 305.385(6), that to the best of Contractor's knowledge Contractor is not in violation of any of the tax laws described in ORS 305.380(4), which include 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. If this Contract is

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executed, this information will be reported to the Internal Revenue Service (IRS). Information not matching IRS records could subject Contractor to backup withholding.

7. Debarment, Suspension, and Other Responsibility Matters.

By signature on this Contract, the undersigned hereby certifies that Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Contract by any federal department or agency, in accordance with 2 CFR 200.213, 2 CFR 200.214, and 2 CFR 180.

8. Confidential Information.

Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Contract, be exposed to or acquire information that is confidential to Owner or the State of Oregon. Any and all information of any form obtained by Contractor or its employees or agents in the performance of this Contract shall be deemed confidential information of Owner and of the State of Oregon ("Confidential Information"). Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer, or otherwise dispose of, give, or disclose Confidential Information to third parties or otherwise use Confidential Information.

9. Counterparts.

This Contract may be executed in several counterparts, all of which when taken together shall constitute an agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Contract so executed shall constitute an original.

10. 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.

Contractor Information:
[Insert Contractor Name]
[Insert Contractor Address]

Contractor FEDERAL TAX ID #_____

Contractor CCB #_____

Expiration Date:_____

[Signature Page Follows.]

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IN WITNESS WHEREOF, this Contract has been signed, as of the Effective Date, by the duly authorized representatives of the respective parties.

Oregon Institute of Technology

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

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