

EASTERN OREGON UNIVERSITY PUBLIC IMPROVEMENT CONTRACT

This Public Improvement Contract for the _____
(the "Contract"), made by and between EOU, hereinafter called OWNER, and
_____ hereinafter called the CONTRACTOR (collectively
the "Parties"), shall become effective on _____, or the date this Contract has
been signed by all the Parties and all required EOU Administrative approvals have been
obtained, whichever is later.

WITNESSETH:

Contract Price, Contract Documents and Work.

The CONTRACTOR, in consideration of the "not-to-exceed" 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
Contract Documents (as defined in the Eastern Oregon University General Conditions For
Public Improvement Contracts, 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 indicated in the attached email Scope of
Work, dated _____.

Scope of Work:

Representatives.

CONTRACTOR has named _____ its' Authorized Representative
to act on its behalf.

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.

Key Persons.

CONTRACTOR's personnel identified above shall be considered Key Persons and shall not be replaced during the project without the written permission of the Owner, which shall not be unreasonably withheld. If the CONTRACTOR intends to substitute personnel, a request must be given to the Owner at least 30 days prior to the intended time of substitution.

Contract Dates.

Upon Signatures from all Parties.

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.

Insurance Provisions

During the term of this Contract, CONTRACTOR shall maintain in full force and at its own expense each insurance coverage or policy noted below, from insurance companies or entities with an A.M. best rating of A- or better that are authorized to transact the business of insurance and issue coverage in the State of Oregon:

- A. **Workers' Compensation** – All employers, that employ subject workers who work under this Contract in the State of Oregon shall comply with ORS 656.017 and provide the required Oregon Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors complies with these requirements.

- B. **Commercial General Liability** – CONTRACTOR shall secure Commercial General Liability insurance with a combined single limit of not less than \$1,000,000.00 each occurrence/\$2,000,000.00 annual aggregate for bodily injury and property damage. It shall include personal injury coverage and contractual liability coverage for the indemnity provided under this contract.

- C. **Automobile Liability** – CONTRACTOR shall secure Automobile Liability insurance with a combined single limit of not less than \$1,000,000.00 per occurrence, for bodily injury and property damage, including coverage for all owned, hired, or non-

owned vehicles, as applicable. This coverage may be written in combination with the Commercial General Liability insurance.

- D. **Certificate of Insurance** – Prior to signature by the Owner to this Contract, CONTRACTOR shall furnish Certificates of Insurance as evidence of the insurance coverages required under this Contract. The certificate(s) shall provide that the insurance policies have been endorsed/amended so that the insurance company or companies shall give a 30 calendar day notice (without reservation) to the Owner’s representative, if the applicable policy is canceled or materially changed, or if the aggregate limits have been reduced. The certificate(s) should state specifically that the insurance is provided for this Contract. Insuring companies are subject to acceptance by owner.
- E. **Additional Insured’s** – The Certificates of Insurance, except for Workers’ Compensation, shall provide that the policies have been endorsed/amended so that, the Owner, and its institutions, officers, and employees are Additional Insured’s with respect to the CONTRACTOR’S services to be provided under this Contract.

Indemnity

- A. **Claims for Other Than Professional Liability.** CONTRACTOR shall indemnify, hold harmless and defend the Owner and its colleges and universities and any public agencies for which Services are performed under this Agreement as supplemented or amended, and their officers, agents, employees and members from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of whatsoever nature resulting from, arising out of, or relating to the activities of the CONTRACTOR or the CONTRACTOR’S, partners, joint venturers, subcontractors, officers, agents or employees acting under or pursuant to this Agreement or any supplement or amendment hereto.
- B. **Claims for Professional Liability.** CONTRACTOR shall save, defend, indemnify and hold harmless the Owner and its colleges and universities and any public agencies for which Services are to be performed under this Contract as supplemented or amended, and their officers, agents, employees and members from and against all claims, suits or actions, losses, damages, liabilities, costs and expenses of whatsoever nature resulting from, arising out of or relating to the professional negligent acts, errors or omissions of the CONTRACTOR or its partners, joint venturers, subcontractors, officers, agents or employees acting under or pursuant to this Contract or any supplement or amendment hereto.
- C. **Owner Defense Requirements.** Notwithstanding the foregoing defense obligations of the CONTRACTOR, neither the CONTRACTOR nor any attorney engaged by the CONTRACTOR shall defend any claim in the name of the Owner, or any of its agencies, without the prior written consent of the Owner. The Owner may, at any-time at its election assume its own defense and settlement in the

event that it determines that the CONTRACTOR is prohibited from defending the Owner, that CONTRACTOR is not adequately defending the Owner's interests, or that an important governmental principle is at issue or that it is in the best interests of the Owner to do so. The Owner reserves all rights to pursue any claims it may have against the CONTRACTOR if the Owner elects to assume its own defense.

D. Owner's Actions. Sub-sections A. and B. above do not include indemnification by the CONTRACTOR of the Owner for the Owner's activities, whether related to this Agreement or otherwise.

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, Eastern Oregon University executes this Contract and the CONTRACTOR does execute the same as of the day and year indicated below.

CONTRACTOR DATA:

Contractor Name and Address:

CONTRACTOR NAME: _____
CONTRACTOR FEDERAL TAX ID # _____
CONTRACTOR CCB # _____ Expiration Date: _____

[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 _____
Signature Date

Print Name Title

Budgeting Index _____ Initials _____

By _____
John Garlitz, Director Date
Facilities & Planning

By _____
Lara Moore, Vice President Date
Finance & Administration