



ITB-FAC-2021-01
Owner/Contractor Agreement for Public Improvements
North Parking Lot Landslide Repair

This CONTRACT is entered into at Roseburg, Douglas County, Oregon on this **14th day of June, 2021** by and between *Umpqua Community College*, hereinafter “Owner or College”, an Oregon Community College District formed and existing pursuant to ORS Chapter 341 with its principal offices in Roseburg, Douglas County, Oregon and *Basco Logging Inc*, a Construction Contractor duly licensed to do business within the State of Oregon and registered with Oregon Construction Contractors’ Board under **CCB No. 105227**, active until **4/4/2023**.

By this CONTRACT, Contractor agrees and promises to supply all things and to perform all Work to accomplish the Project as described in the Contract Documents, to construct a fully functional landslide repair, complete and ready to use with all applicable and appropriate permits required to complete the Project known as **North Parking Lot Landslide Repair** in return for a **Not to Exceed Contract Price of \$598,876**, to be paid according to the terms and conditions of this CONTRACT and of the Laws of the State of Oregon pertaining to payments to be made under public contracts.

Progress Payments shall be made to the Contractor by the College monthly on the basis of a Certified Request for Payment submitted by the Contractor on a form approved by the College and listing the Work, the amount of Work accomplished in the applicable period and the Payment requested. The period covered by each request shall end on the final calendar day of each month or at the end of the project. Progress Payments are subject to a Retainage of five percent (5%) which may be withheld according to law at the discretion of the College. Retainage not applied to obligations of the Contractor and not released prior the Final Payment shall be paid to the Contractor with the Final Payment.

Payment shall be due, and interest shall commence to run thirty (30 days) after a request for payment, in proper form and properly certified, is received by the College.

Final Payment shall include all amounts due for the Work performed. Contractor shall request Final Payment as set out in the General Conditions and Instructions attached as ITB Exhibit H, and as referenced under Section D, Method of Payment, in the ITB and by this reference incorporated herein as though fully set forth. No request for final payment shall be made prior to the submission by the Contractor of all required Project Documentation including but not limited to documents to prove the payment of the prevailing rate of wage to all subject workers, operation manuals, warranties, waivers or releases of claims or liens from subcontractors and material suppliers, documents of title and releases of security interests for installed or supplied equipment and materials. No request for final payment shall be made prior to completion of all “Punch List” items and the correction of any, and all defects in the Work to the satisfaction of the College.

College will issue Notice to Proceed upon execution of this contract.

Anticipated Project Start Date, (Notice to Proceed), is expected to be during the **week of June 14, 2021**.

Substantial Completion shall be achieved not later than **September 3, 2021**.

Final Completion shall be achieved not later than **September 17, 2021**.

This Contract is the whole of the Agreements between the Parties and consists of:

This Agreement; the Solicitation Document (ITB-FAC-2021-01), Construction Documents, and Addenda thereto; Special Provisions; and all Exhibits (A, B1, B2, C, D, E, F, G, H, & I), along with the Contractor's response to these documents (i.e., the "BID") and no other documents unless otherwise provided in writing executed by the parties designating the document as part of this Contract, (e.g., Change Orders). These may be bound together as a Project.

This agreement may be modified only by mutual written consent from both parties. Any modification resulting from pre-construction value engineering negotiations that reduce the "not to exceed" amount will be for the benefit of the owner.

Liquidated Damages shall be assessed at the rate contained in **ITB Exhibit F – Determination and Findings for Liquidated Damages** to this Contract Owner/Contractor Agreement for Public Works/Public Improvements, attached and incorporated herein by reference.

Should any part of this Contract be found to be unlawful or otherwise unenforceable the unlawful or unenforceable part shall be stricken, and the Contract otherwise enforced according to its terms. No oral agreement or past practice shall be admitted to modify, amend or supplement the terms of the Contract. Any conflict between the terms of General Conditions and Instructions and Special Provisions and this Agreement shall be construed to be consistent with this Agreement.

This CONTRACT shall be interpreted according to the laws of the State of Oregon and no action, suit or proceeding shall be commenced concerning it in any court except the Circuit Court of the State of Oregon in Douglas County. The Parties agree, recite and stipulate that the College is a community college district formed under Chapter 341 of Oregon Revised Statutes.

The College appoints **Jess Miller, Director of Facilities and Security** as its Authorized Representative and Project Manager on this **North Parking Lot Landslide Repair Project** and is authorized to act on its behalf on all things pertaining to the contract.

The Contractor appoints **Juan J. Yraguen**, its **President** as its **Superintendent** with plenary power to act on its behalf on all things pertaining to the Contract.

Notices to the College shall be addressed:

Jess Miller
Umpqua Community College
1140 Umpqua College Rd.
Roseburg, OR 97470
Jess.miller@umpqua.edu

To the Contractor:

Juan J. Yraguen
Basco Logging, Inc
1039 Parkhill Lane
Sutherlin, OR 97479
juan@bascologging.com

NOTE: A payment request is deemed to have been received on the date that the last copy to be delivered is received by the last designated recipient if more than one recipient is designated.

This Contract and the right to payment under it shall not be assigned in whole or in part for any purpose without a fully executed written agreement with the college. Assignment of this contract shall not operate to relieve Contractor of the duty to perform any part of the contract.

<i>Certified DBE/MBE/WBE/ESB Status</i>
<i>To assist the college in gathering data with regards to federal and/or state laws and local requirements, you are required to provide the following information.</i>
Is your firm currently either an enterprise certified by the State of Oregon’s Department of Consumer and Business Services, Office for Minority, Women, and Emerging Small Business (OMWESB), based on ORS 200.005, or a Disadvantaged Business Enterprise certified under the federal criteria set out in 49 CFR 26 and OAR 445-050-0020? If “no,” please indicate “Not Applicable” on the line below.
If “yes,” please indicate type of certification (e.g., DBE, MBE, WBE, ESB), and date of certification: _____

The effective date of this CONTRACT is June 14, 2021.

Executed by:

FOR THE CONTRACTOR

Signature: _____ Date _____
Juan J Yraguen, President

FOR THE COLLEGE

Signature: _____ Date _____
Natalya Brown, Chief Financial Officer

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