

**SUPPLEMENT
MASTER CONTRACT FOR MOVING SERVICES
OREGON STATE UNIVERSITY**

Supplement No.
Project Name
Owner's Project
Manager

This Supplement dated _____ (the "Supplement") is entered into between:

"Contractor":

Federal Tax ID No.

and "Owner":

The State of Oregon, acting by and through the State Board of Higher Education, on behalf of Oregon State University:

(collectively, the "Parties") pursuant to Master Contract #169743 for Moving Services, between the Parties (the "Contract"). Capitalized terms have the meaning defined in the Contract unless otherwise defined herein.

1. DESCRIPTION OF THE PROJECT. The project to which this Supplement 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 Supplement and the Contract, 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 Contract. 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 Supplement.

5. SUPPLEMENT TERM. This Supplement is effective on the date it has been signed by every Party hereto and all approvals required by applicable laws have been obtained (the "Supplement Effective Date"). No payment shall be made prior to the Supplement Effective

Date. Contractor shall perform its Supplement obligations in accordance with the Supplement and the Contract, unless this Supplement is earlier terminated or suspended.

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 the Contract. The Bureau of Labor and Industries (BOLI) wage rates and requirements set forth in the following BOLI booklet (and any listed amendments to that booklet), which are incorporated herein by reference, apply to the Work authorized under this Supplement:

PREVAILING WAGE RATES for Public Works Contracts in Oregon, _____, 20____, as amended _____, 20____ [delete “as amended _____, 20____” if there have been no amendments since last rate change], which can be downloaded at the following web address:

[http://www.boli.state.or.us/BOLI/WHD/PWR/pwr_book.shtml]

The Work will take place in Benton County, Oregon.

7. TAX COMPLIANCE CERTIFICATION. Contractor hereby certifies and 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). 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.

8. OTHER TERMS. Except as specifically modified by this Supplement, all terms of the Contract remain unchanged.

9. SUPPLEMENT AMENDMENTS. Any change to the terms and conditions of this Supplement require a fully executed written Supplement Amendment.

10. EXECUTION AND COUNTERPARTS. This Supplement 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 Supplement Effective Date.

Master Contract for Moving Services
Supplement No. OSU-xxx-x-xx-xxx

IN WITNESS HEREOF, the Parties have duly executed this Supplement as of the dates indicated below.

, Contractor

The State of Oregon, acting by and through
the State Board of Higher Education, on
behalf of Oregon State University, Owner

By: _____

By: _____

Title: _____

W. Glenn Ford
Vice President for Finance and
Administration

Date: _____

Date: _____