

**AMENDMENT TO MASTER CONTRACT
FOR CONSTRUCTION RELATED SERVICES FOR
INFORMATION SERVICES (IS) INFRASTRUCTURE
OREGON STATE UNIVERSITY
AMENDMENT NO.:
{PROJECT NAME}**

This Amendment dated _____ (the "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 for IS Infrastructure 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. Work is further described in the Contractor proposal, dated _____, attached hereto and incorporated herein by this reference as "Exhibit 1".

3. SCHEDULE. Contractor shall perform the Work according to the following schedule: _____ (the "Schedule").

4. COMPENSATION. Owner shall compensate Contractor for Work on a time and materials basis subject to a maximum not-to-exceed price of \$ _____; in accordance with the requirements of the General Conditions. Refer to the Contract for Contractor's listing of wage rates. Material unit costs and approved markup for overhead for the Work is attached to this Amendment, included in Exhibit 1.

The cost of the Work under this Amendment, even if this Amendment is later modified to include additional work, must not exceed \$5,000,000.00.

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 this Amendment and the Contract, unless this Amendment is earlier terminated or suspended.

Contractor hereby agrees that the Work set forth in this Amendment may continue beyond the Term of the Contract and will be performed through final completion of Contractor’s Work, including completion of all warranty work. The Parties expressly agree that they may execute a Modification and extend the date which Contractor’s Work may be completed, which may include a date beyond the Term of the Contract.

Termination or suspension does not extinguish or prejudice Owner’s right to enforce this Amendment with respect to any breach by the Contractor that has not been cured.

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 Supplement 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 \$150,000 or less, and Owner has determined that performance and payment bonds will not be required for this Project.

7. MINIMUM WAGE RATES.

Prevailing Wage Rates requirements apply to this Work. 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 following BOLI booklet (and any listed amendments to that booklet), which are incorporated herein by reference, apply to the Work authorized under this Amendment:

PREVAILING WAGE RATES for Public Works Contracts in Oregon, July 1, 2019, which can be downloaded [here](#).

The Work will primarily take place in Benton County, Oregon, but could occur in other counties within 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 Amendment 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 dates indicated below.

_____, Contractor

Oregon State University, Owner

By: _____

By: _____

Michael J. Green

Vice President for Finance and
Administration

Title: _____

Date: _____

Date: _____