

**MCNARY DINING RESTROOM REDESIGN
ITB# 2022-007813
Exhibit B Sample Reserve Supplement**



Oregon State
University

**Construction Contracts Administration
Oregon State University
644 SW 13th Ave.
Corvallis, Oregon 97333**

**OSU RESERVE CONTRACT SUPPLEMENT
OSU RESERVE CONTRACT FOR CONSTRUCTION
RELATED SERVICES
SUPPLEMENT NO.: OSU-xxx-C-18-xx
PROJECT NAME**

This OSU Reserve Contract Supplement dated XXXX (the "Supplement") is entered into between:

"Contractor":

and "Owner": Oregon State University
Construction Contract Administration
644 SW 13th Ave
Corvallis, OR 97333

(collectively the "Parties") pursuant to the OSU Reserve Contract for Construction Related Services between the Parties (the "Reserve Contract"). Capitalized terms have the meaning defined in the General Conditions unless otherwise defined in the Reserve Contract or 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 Documents, which are 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 in the firm, fixed-price amount of \$XXX.XX in accordance with the requirements of the General Conditions.

The cost of the Work under this Supplement, even if this Supplement is later amended to include additional work, must not exceed the greater of \$2,000,000 or the maximum allowable under OSU standards and policies.

5. TERM. This Supplement is effective on the date it has been signed by every Party hereto (the "Supplement Effective Date"). No Work shall be performed or payment made prior to the Supplement Effective Date. Contractor shall perform its obligations in accordance with the Contract Documents, unless this Supplement is earlier terminated or suspended.

Contractor hereby agrees that the Work set forth in this Supplement may continue beyond the Term of the Reserve 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 Supplement Amendment and extend the date which Contractor's Work may be completed, which may include a date beyond the Term of the Reserve Contract.

Termination or suspension does not extinguish or prejudice Owner's right to enforce the Supplement 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 Supplement.

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. PREVAILING WAGE RATES.

Prevailing Wage Rates requirements apply to this Project. 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 Supplement:

PREVAILING WAGE RATES for Public Works Contracts in Oregon, XXXX, as amended XXXX, 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 XXX County, 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 Supplement, all terms of the Reserve Contract remain unchanged.

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 Reserve Contract remain true and correct as of this Supplement Effective Date.

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

_____, Contractor

Oregon State University, Owner

Print Name: _____

Print Name: Anita Nina Azarenko

Signature: _____

Signature: _____

Title: _____

Title: Associate Vice President for
University Facilities, Infrastructure and
Operations

Date: _____

Date: _____

SAMPLE