

**MASTER CONTRACT SUPPLEMENT
OSU MASTER CONTRACT FOR BUILDING PROGRAM
MANAGEMENT/CONSTRUCTION MANAGEMENT SERVICES**

Supplement No.
Project Name
Owner's Authorized
Representative

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

"Consultant":

Federal Tax ID No.

and "Owner":

OREGON STATE UNIVERSITY

(each a "Party" and collectively, the "Parties") pursuant to that certain Master Contract entered into between the Parties terminating on December 31, 2017 (the "Master Contract"). Capitalized terms have the meaning defined in the Master Contract unless further defined in this Supplement.

1. DESCRIPTION OF THE PROJECT: The project to which this Supplement pertains is described as follows: _____ (the "Project").

2. SERVICES TO BE PERFORMED: The Consultant shall perform the following services on the Project: _____ (the "Services"). Contractor shall perform its Services according to the terms and conditions of this Supplement, the Master Contract, and Exhibit 1, which are each incorporated herein by this reference.

The Project description, scope of Services, and the fee breakdown are outlined in the proposal dated _____, and signed by _____ (attached hereto and incorporated by this reference as "Exhibit 1").

3. SCHEDULE. Consultant shall perform its Services according to the schedule developed in cooperation with the Owner in order to meet Project needs: _____ (the "Schedule").

4. INCORPORATED DOCUMENTS. This Supplement, the Master Contract and Exhibit 1 are all intended to be complementary. However, any conflicts or discrepancies will be resolved utilizing the following descending order of precedence: 1) this Supplement excluding the Master Contract and

Exhibit 1, 2) the Master Contract excluding this Supplement and Exhibit 1, and 3) Exhibit 1 excluding this Supplement and Retainer Contract.

5. COMPENSATION [Owner will choose A/B].

[A] Owner shall compensate Consultant for Services and Reimbursable Expenses incurred by the Consultant in the performance of the Services on a Time and Materials basis in accordance with the Schedule of Charges and the provisions of this Supplement.

The Maximum Compensation for the Consultant's Services including the Reimbursable Expenses is \$. This amount includes \$ for Services and \$ for Reimbursable Expenses.

[B] Owner shall compensate Consultant for Services and Reimbursable Expenses incurred by the Consultant in the performance of the Services on a Fixed Price basis in accordance with the Retainer Contract and the provisions of this Supplement.

The Maximum Compensation for the Consultant's Services including the Reimbursable Expenses is \$. This amount includes \$ for Services and \$ for Reimbursable Expenses.

6. TERM. This Supplement is effective on the date it has been signed by every Party hereto (the "Effective Date"). No Services shall be performed, or payment made, prior to the Effective Date.

Unless earlier terminated or suspended, Consultant shall perform its obligations according to this Supplement until Consultant's Services are completed and accepted by Owner. Consultant hereby agrees that the Services set forth in this Supplement may continue beyond the Term of the Master Contract and will be performed through final completion of Consultant's Services, including completion of all warranty work. The Parties expressly agree that they may execute a Supplement Amendment and extend the date which Consultant's Services may be completed, which may include a date beyond the Term of the Master Contract.

Termination or suspension does not extinguish or prejudice Owner's right to enforce the Supplement with respect to any breach by the Consultant that has not been cured.

7. Reserved.

8. INSURANCE REQUIREMENTS.

Prior to the effectiveness of this Supplement, Consultant shall provide Owner with Certificates of insurance maintained in full force and effect at Consultant's expense. Further, each insurance for which a Certificate is required shall be maintained for the duration of the Term of this Supplement including any extensions or Supplement Amendments that may extend the Term of this Supplement. Insurance purchased by Consultant must be consistent with the following:

- A. **Workers' Compensation** – The Consultant, its Sub-consultants, if any, and any other employers providing work, labor or materials under the Supplement are subject

employers under the Oregon Workers' Compensation Law and shall either comply with ORS 656.017, which requires such employers to provide Oregon Workers' Compensation coverage for all their subject workers working in Oregon or shall comply with the exemption in ORS 656.126.

B. Commercial General Liability – The Consultant shall obtain, at the Consultant's expense, Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to Owner. This insurance shall include personal injury, products and completed operations, contractual liability, premises liability, and coverage for the indemnity provided under the Retainer Contract and is made on an occurrence basis. Consultant shall provide proof of insurance of not less than the amounts indicated by the checked box below:

\$1,000,000 per occurrence and \$2,000,000 in aggregate

\$ per occurrence and \$ in aggregate (may not be less than \$500,000 per occurrence and \$1,000,000 in aggregate).

C. Automobile Liability – The Consultant shall obtain, at the Consultant's expense, Automobile Liability Insurance covering all owned, leased, or hired vehicles, as applicable. This coverage may be written in combination with the Commercial General Liability Insurance. Consultant shall provide proof of insurance of not less than \$1,000,000 combined single limit.

9. NOTICE. Notices specific to the Services described on this Supplement will be given in writing by personal delivery, email, or mail (postage prepaid) to the Consultant or Owner at the address or email set forth above. Any notice so addressed and mailed (postage prepaid) will be deemed to be given five (5) calendar days after the date of mailing. To be effective against Owner, email transmission must be confirmed by telephone notice to Owner and will be deemed to be given upon such confirmation. Any notice by personal delivery will be deemed to be given when actually delivered. Regular, day-to-day communications between the Parties may be transmitted through one of the methods set forth above, in person, by telephone, by e-mail, or by other similar electronic transmission.

10. OTHER TERMS. Except as specifically modified by the Supplement, all terms of the Master Contract remain unchanged and apply to the Project and the Services.

11. EXECUTION AND COUNTERPARTS. The Supplement may be executed in several counterparts, each of which will be an original, all of which will constitute the same instrument.

[Owner may Choose to omit] 12. PREVAILING WAGE RATES. Consultant will be compensated for Services subject to prevailing wage rate law ("PWR Law") according to the following formula: the hourly rate specified in the Consultant's Schedule of Charges for that specific Service, plus the difference between the prevailing wage rate for that Service at the time this Supplement is executed and the prevailing wage rate for that Service at the time that all Proposals to perform the Services set forth on this Supplement were due.

All prevailing wage rates used to calculate Consultant's compensation in this Section 11 will use the 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:

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 _____ County, Oregon.

All other Services under this Supplement will be compensated at rates specified in the Schedule of Charges.

[Owner may Choose to omit]13. KEY PERSON(S). Consultant's personnel identified below will be considered Key Person(s) and will not be replaced during the Project to which this Supplement pertains without the written permission of Owner:

Further, Consultant agrees to the following:

- A. Upon Owner request, Consultant shall timely provide such additional information as Owner may reasonably request or require on the professional qualifications and experience of any Key Person.
- B. Any attempted substitution or replacement of a Key Person by the Consultant, without the written consent of Owner (which shall not be unreasonably withheld), will constitute a material breach of this Supplement. If Consultant intends to substitute personnel, a request must be given to Owner at least 30 days prior to the intended time of substitution. When replacements have been approved by Owner, Consultant shall provide a transition period of at least 10 working days during which the original and replacement personnel shall be working on the Project concurrently, at no additional cost to Owner.
- C. Should the Key Person(s) become unavailable to the Consultant at any time, Consultant shall replace the Key Person with personnel or Sub-Consultants having substantially equivalent or better qualifications than the Key Person being replaced, as reasonably approved by Owner.
- D. Consultant shall remove any Key Person from the Project at the written, reasonable request of Owner. Such request shall provide Consultant a reasonable period of time to find a suitable replacement.

Consultant hereby confirms and certifies that the representations, warranties and certifications contained in the Master Contract remain true and correct as of the Effective Date of this Supplement.

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

, Consultant

OREGON STATE UNIVERSITY

Owner

By _____

By _____

Title _____

Title _____

Date _____

Date _____

SAMPLE