

**AMENDMENT TO MASTER CONTRACT
FOR CONSTRUCTION RELATED SERVICES
OREGON STATE UNIVERSITY
AMENDMENT NO.:
{WORK UNIT NAME}**

This Amendment dated (the “Amendment”) is entered into between:

“Contractor”:

and “Owner”:
Oregon State University
Capital Projects Contract Administration
3015 SW Western Blvd.
Corvallis, OR 97333

(collectively, the “Parties”) pursuant to the Master Contract for Construction Related Services 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 WORK UNIT.** The specific unit of work to which this Amendment pertains is described as follows: (the “Work Unit”).
- 2. WORK TO BE PERFORMED.** Contractor shall perform the following Work Unit: [REDACTED]. 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.
- 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 General Conditions. 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 Amendment.
- 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 “Effective Date”). No payment shall be made prior to the Amendment Effective Date. Contractor shall perform its Amendment obligations in accordance with the Amendment and the Contract, unless this Amendment is earlier terminated or suspended.
- 6. PERFORMANCE AND PAYMENT BONDS.** The performance and payment bond requirements for this Work Unit are as follows (check one of the following):

As a condition precedent to the effectiveness of this Amendment 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 Work Unit has a Contract price of \$100,000 or less, and Owner has determined that performance and payment bonds will not be required for this Work Unit.

7. 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 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, July1, 2015 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.

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. KEY PERSONS. If checked here, the following provision is incorporated into this Amendment:

The Parties agree that certain Contractor personnel are specifically valuable to the Work Unit ("Key Persons"). Key Persons shall not be replaced during the Work Unit without the written consent of Owner, which shall not be unreasonably withheld. If Contractor intends to substitute personnel, Owner shall receive the request at least 15 days prior to the effective date of substitution. When replacements have been approved by Owner, Contractor shall provide a transition period of at least 10 working days during which the original and replacement personnel shall be working on the Work Unit concurrently. Upon authorization for the replacement of a Key Person, all subsequent substitutions of that Key Person shall require Owner's written consent in accordance with this Section. The Key Persons for this Work Unit are the following:

Work Unit Executive: _____ shall be Contractor's Work Unit Executive, and will provide oversight and guidance throughout the Work Unit term.

Work Unit Manager: _____ shall be Contractor's Work Unit Manager

and will participate in all meetings throughout the Work Unit term.

Job Superintendent: _____ shall be Contractor's on-site Job Superintendent throughout the Work Unit term.

Work Unit Engineer: _____ shall be Contractor's Work Unit Engineer, providing assistance to the Work Unit Manager, and subcontractor and supplier coordination throughout the Work Unit term.

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

11. AMENDMENT MODIFICATIONS. Any change to the terms and conditions of this Amendment require a fully executed written Amendment Modification.

12. 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: _____

Title: _____

W. Glenn Ford
Vice President for Finance and
Administration/CFO

Date: _____

Date: _____