

**SUPPLEMENT  
TO MASTER CONTRACT FOR PAINTING 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:  
Capital Projects Contract Administration  
3015 SW Western Blvd.  
Corvallis, OR 97333

(collectively, the "Parties") pursuant to the Master Contract for Painting 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 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 ☐ (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 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 law have been obtained (the "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. 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 \$100,000 or less, and Owner has determined that performance and payment bonds will not be required for this Project.

**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 Supplement:

PREVAILING WAGE RATES for Public Works Contracts in Oregon, January 1, 2014, as amended April 1, 2014, which can be downloaded at the following web address:

[[http://www.boli.state.or.us/BOLI/WHDPWR/pwr\\_book.shtml](http://www.boli.state.or.us/BOLI/WHDPWR/pwr_book.shtml)]

The Work will take place in Benton County, Oregon.

**8. 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.

**9. 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.

**10. KEY PERSONS.** ☐ If checked here, the following provision is incorporated into this Supplement:

The Parties agree that certain Contractor personnel are specifically valuable to the Project (“Key Persons”). Key Persons shall not be replaced during the Project 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 Project 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 Project are the following:

**Project Executive:** \_\_\_\_\_ shall be Contractor’s Project Executive, and will provide oversight and guidance throughout the Project term.

**Project Manager:** \_\_\_\_\_ shall be Contractor’s Project Manager and will participate in all meetings throughout the Project term.

**Job Superintendent:** \_\_\_\_\_ shall be Contractor’s on-site Job Superintendent throughout the Project term.

**Project Engineer:** \_\_\_\_\_ shall be Contractor’s Project Engineer, providing assistance to the Project Manager, and subcontractor and supplier coordination throughout the Project term.

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

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

**13. 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.**

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/CFO

Date: \_\_\_\_\_

Date: \_\_\_\_\_

