



**OUS PROJECT CONTRACT SUPPLEMENT
PURSUANT TO OUS RETAINER AGREEMENT
FOR CONSTRUCTION CONTRACTING WORK
SUPPLEMENT NO. _**

(INSTITUTION) _____
PROJECT NAME _____
DATE _____

This PROJECT CONTRACT SUPPLEMENT (the "Contract") is entered into between:

the CONTRACTOR: **Name**
Address
Telephone Number

and the OWNER: **The STATE OF OREGON acting by and through
the STATE BOARD OF HIGHER EDUCATION**
PO Box 3175
Eugene OR 97403-0175
Telephone: (541) 346-5728

(collectively the "Parties") pursuant to that certain Retainer Agreement between the Parties dated July 1, 2005 (the "Retainer Agreement"). For good and valuable consideration, the Parties agree as follows:

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

2. WORK TO BE PERFORMED. The CONTRACTOR will perform the following Work on the Project : _____ (the "Work"). The CONTRACTOR will perform the Work according to the terms and conditions of this Contract and the Retainer Agreement, including its attachments, which are incorporated into this Contract by reference.

3. SCHEDULE. The CONTRACTOR will perform the Work according to the following schedule:
_____.

4. COMPENSATION. The OWNER will compensate the CONTRACTOR for Work *[in the firm, fixed-price amount of \$_____ [or [on a time and materials basis]* in accordance with the requirements of the OUS General Conditions. *[Insert if the Project is done on a time and materials basis: The CONTRACTOR's listing of wage rates, material unit costs and overhead charges for the Work is attached to this Contract.]*

The maximum compensation for the CONTRACTOR's performance of the Work under this Contract is \$_____. If this Contract is amended to include additional Work, the total maximum compensation must not exceed the greater of \$500,000 or the maximum allowable under OAR 580-050-0032.

5. TERM. This Contract is effective on the date it has been signed by every Party hereto and all necessary State approvals have been obtained (the "Effective Date"). No Work will be performed or payment made prior to the Effective Date. The CONTRACTOR will perform its obligations according to this Contract, unless terminated or suspended. Termination or suspension does not extinguish or prejudice OWNER's right to enforce this Contract with respect to any breach of CONTRACTOR's performance that has not been cured.



6. PERFORMANCE AND PAYMENT BONDS. Prior to issuance of a Project Contract Notice to Proceed, CONTRACTOR must provide to the Director of the Physical Plant/Facilities Services of the institution at which the Work will take place, a performance bond in a sum equal to the maximum amount of compensation in Section 4 and a separate payment bond in the same amount. *[Optional for for each Project with maximum compensation of less than \$100,000.]*

7. MINIMUM WAGE RATES. If the amount of maximum compensation for Work is more than \$25,000, the Contractor will comply with the provisions of ORS 279C.800 through 279C.870, Section C.1 of the OUS General Conditions and the BOLI Prevailing Wage Rates dated _____.

8. TAX COMPLIANCE CERTIFICATION. By signature on this Contract, the undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of the CONTRACTOR and that the CONTRACTOR is, to the best of the undersigned’s knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, “Oregon Tax Laws” means a state tax imposed by ORS 401.792 to 401.816, ORS chapters 118, 314, 316, 317, 318, 320, 321 and 323; the elderly rental assistance program under ORS 310.630 to 310.706; and local taxes administered by the Department of Revenue under ORS 305.620.

9. OTHER TERMS. Except as specifically modified for this Contract, all terms of the Retainer Agreement remain unchanged.

CONTRACTOR hereby confirms and certifies that the representations, warranties and certifications contained in the Retainer Agreement remain true and correct as of the Effective Date of this Contract.

IN WITNESS HEREOF, the Parties have duly executed this Contract as of the Effective Date.

Contractor Name

STATE OF OREGON ACTING BY AND THROUGH THE STATE BOARD OF HIGHER EDUCATION, on behalf of: **(University name)**

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____