

**RETAINER CONTRACT SUPPLEMENT
OSU RETAINER CONTRACT FOR PROFESSIONAL CONSULTANTS
SUPPLEMENT NO.: OSU-xxx-P-15-xx
CAMPUS ROOF REPLACEMENT DESIGN 2016**

This Retainer Contract Supplement dated _____ (the “Supplement”) is entered into between:

“Consultant”:

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

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

1. DESCRIPTION OF THE PROJECT: The project to which this Supplement pertains is described as follows: Campus Roof Replacement Design 2016 (the “**Project**”).

2. SERVICES TO BE PERFORMED: The Consultant shall perform the following services on the Project: provide design services including schematic design, design development, construction documents, and construction administration as requested by OSU to replace roofs at six (6) on the Oregon State University Corvallis Campus. Provide all plan sheets necessary to permit and construct roofs to all applicable local and state building codes. At a minimum, this would include: architectural layout, site management, construction notes, and details; structural sheets as required; mechanical layout, schedules, and details; and electrical layout, schedules, and details. Buildings to receive reroofing design are: Oak Creek Building, Bates Hall, Agriculture and Life Sciences (ALS) Building, Burt Hall North, Snell High Rise and Cordley Hall.

A. Programming/Schematic Design Phase

In consultation with the Owner, and in compliance with the Design Criteria, the Consultant shall:

1. Identify applicable building codes, administrative, and permit processing requirements as relevant;
2. Verify, by on-site inspection unless specifically stated otherwise by the Owner, existing conditions and systems, including but not necessarily limited to architectural and electrical systems, to confirm that these conditions and systems are of adequate condition and capacity to support the Work to be executed on the Project;

3. In consultation with Owner's representatives and other designated persons, use all available information to evaluate the program requirements, and with appropriate data and graphics propose two or three concepts for improvements deemed necessary and desirable to satisfy the program requirements, including; budget, effect of codes and ordinances, safety and energy requirements, handicapped access to all spaces, etc. and present to Owner for selection of approved concept;
4. Based on the approved concept, develop Schematic Design studies consisting of drawings, and other documents for the Owner's approval;
5. Submit to the Owner an estimate, prepared by an independent cost estimator, of the probable Direct Construction Cost of the Project based upon current area, volume or other appropriate unit costs. The Parties understand and agree that the Owner may be obtaining a separate, independent cost estimate of probable Direct Construction Cost of the Project, and the Consultant will consult with the Owner in comparing and reconciling the two independent cost estimates. The Consultant shall have the responsibility to meet the Project budget requirements;
6. Submit to the Owner the following documents, information and other data:
 - a. written report of the results of a Fire and Life Safety review with City of Corvallis;
 - b. colors, materials and finishes recommendations;
 - c. a project schedule delineating the estimated time required for the Consultant to complete the Design Development and Construction Documents Phases of the Project;
 - d. recommendations by the Consultants (electrical, mechanical, structural) of the technical requirements necessary to implement the Program Requirements;
 - e. preliminary plans, elevations, and other drawings necessary to describe the entire scope of the Project. These drawings may be used for local municipal review and campus review. This includes preparation of materials for use by Owner in the City of Corvallis Historical Review Committee process and attendance by Consultant staff at one HRC hearing.
7. Perform those design Services during this phase of the design for fine arts and crafts to be identified and incorporated into the Project, pursuant to the State of Oregon "1% For Art Program", set forth in ORS 276.073 to 276.090, as amended, relating to the acquisition of fine arts or crafts to be part of the Project and consisting of consultations with the Owner on selection of artwork, commissioning and/or completion of the artwork and integration with the overall design of the Project, as applicable.

B. Design Development Phase

Upon notification of the Owner's approval of the Services performed by the Consultant under the Schematic Design Phase, and written authorization from the Owner to proceed, the Consultant shall, in consultation with the Owner, and in compliance with the Design Criteria:

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1. Prepare drawings and other documents to fix and describe the size and character of the entire Project as to architectural and electrical systems, materials and appearances, and such other essentials as may be appropriate and in accordance with governing codes and ordinances;
2. Verify, by on-site inspection unless specifically stated otherwise by the Owner, prior to completion of the Construction Documents Phase, existing conditions as required to address significant constructability issues;
3. Ensure that the Project complies with the State of Oregon Structural Specialty Code and with the American with Disabilities Act Accessibility Guidelines (ADAAG), 2010 version plus OSU best practices, and allows for access to programs, activities, and services in the most integrated setting possible (the Owner will be responsible for review of accessibility and interpretation of ADAAG for compliance with Federal requirements);
4. Submit to the Owner, for approval, an independent cost estimate of probable Direct Construction Cost of the Project based upon the current unit costs referred to above, as applied to the final design, and, should Owner obtain a separate cost estimate, consult with and assist the Owner in comparing and reconciling the independent cost estimate with the Owner's separate cost estimate, and be responsible to meet the Project budget requirements;
5. Assist the Owner to file the required documents for the approval of various governmental agencies having jurisdiction over the Project (the Owner shall pay for all required appeals and plan review fees);
6. Submit to the Owner the following documents, information and other data:
 - a. one-line diagrams for electrical system design(s);
 - b. one-line diagrams for mechanical systems design(s);
 - c. complete outline specification and Project manual;
 - d. interior colors, materials and finishes recommendations;
 - e. recommendations by the Consultant's sub-consultants (structural, mechanical, electrical) of the technical requirements necessary to implement the program requirements;
 - f. preliminary plans, elevations, and other drawings necessary to describe the entire scope of the Project, suitable for local municipal review and campus review;
 - g. recommendations for construction phasing to ensure continued operation of Owner's activities;
 - h. equipment layouts showing location, size, and configuration of all equipment in the Project as applicable; and
 - g. an up-date of the Fire and Life Safety requirements resulting from previous reviews with the City of Corvallis.
7. Furnish the Owner with electronic sets of the final Design Development Project Manual including specifications and drawings, for printing by Owner, review and use; and

8. Perform those design Services during this phase of the design for fine arts and crafts to be identified and incorporated into the Project, pursuant to the State of Oregon "1% For Art Program", set forth in ORS 276.073 to 276.090, as amended, relating to the acquisition of fine arts or crafts to be part of the Project and consisting of consultations with the Owner on selection of artwork, commissioning and/or completion of the artwork and integration with the overall design of the Project, as applicable.

C. Construction Documents Phase

Upon notification of the Owner's approval of the Services performed by the Consultant under the Design Development Phase and upon written authorization from the Owner to proceed, the Consultant shall, in consultation with the Owner and in compliance with the Design Criteria:

1. Prepare working drawings and specifications, setting forth all necessary plans, elevations, and construction details, descriptions of materials and equipment, methods of installation, and standards of workmanship;
2. Ensure that the Project complies with the State of Oregon Structural Specialty Code and with the American with Disabilities Act Accessibility Guidelines (ADAAG), 2010 version plus OSU best practices, and allows for access to programs, activities, and services in the most integrated setting possible (the Owner will be responsible for review of accessibility and interpretation of ADAAG for compliance with Federal requirements);
3. Prepare Construction Documents as may be required to expedite the Work in phases so as to take maximum advantage of weather and availability of facilities for demolition and reconstruction;
4. Prepare specifications setting forth descriptions of materials and equipment, methods of installation, and standards of workmanship, and include in the appropriate section of Division 1 of the specifications a complete listing of all warranties required under the technical portions of the specifications;
5. Develop all required bidding information;
6. Provide the Owner electronic sets of the 100% complete Project manual including specifications and drawings, for review and approval prior to advertising the Project for bid;
7. Submittal to the Owner, for approval, of a cost estimate of probable Direct Construction Cost of the Project, as applied to the final design, and, should Owner obtain a separate cost estimate, consult with the Owner in comparing and reconciling the cost estimate with the Owner's separate cost estimate, and be responsible to meet the Project budget requirements;

8. Assist Owner to file the required documents for the approval of various governmental agencies having jurisdiction over the Project. Owner shall pay for all required plan review fees;
9. Prepare bidding documents with 10% additive alternates.
10. Submit to the Owner the following documents, information and other data:
 - a. final recommendations for interior colors, materials, and finishes;
 - b. structural calculations;
 - c. heat gain/loss and HVAC system design calculations; and
 - d. electrical system design load calculations.
11. Perform those design Services during this phase of the design for fine arts and crafts to be identified and incorporated into the Project, pursuant to the State of Oregon "1% For Art Program", set forth in ORS 276.073 to 276.090, as amended, relating to the acquisition of fine arts or crafts to be part of the Project and consisting of consultations with the Owner on selection of artwork, commissioning and/or completion of the artwork and integration with the overall design of the Project, as applicable.

D. Bidding Phase

Upon notification of the Owner's approval of the Services performed by the Consultant under the Construction Documents Phase, and upon written authorization from the Owner to proceed, the Consultant shall:

1. Furnish the Owner with one fully reproducible set of the Construction Documents, including working drawings and specifications, complete as required for bid and construction purposes, along with one complete set of the construction documents in digital form (PDF format at a minimum resolution of 400dpi) (for additional copies, see Additional Services);
2. Assist the Owner in soliciting bids;
3. Coordinate with the City of Corvallis to ensure that all plan review/building permit criteria are reflected in the final bid documents;
4. Attend the pre-bid conference at the Project site;
5. If the lowest acceptable bid exceeds the Direct Construction Cost allowance authorized by the Owner by 10%, then at the Owner's request, and at no additional cost to the Owner, modify the drawings and specifications in order that new bids may be solicited and a Construction Contract award made within said allowance.

E. Construction Administration Phase

Commencing with the Owner's issuance of a notice-to-proceed for construction of the Project, the Consultant shall:

1. Attend the pre-construction conference at the Project site;
2. Provide general administration of the Work as contemplated by the provisions of the Construction Contract including assisting the Owner with evaluation of the feasibility of the Contractor-provided project time schedule;
3. Make periodic visits to the Project site with such frequency as to ascertain the progress and quality of the Work, attend progress meetings with the Contractor, determine in general if the Work is proceeding in accordance with the Construction Documents, and submit a written report to the Owner's project manager a written report within five (5) business days of each visit, with copies of each report to the Contractor;
4. Arrange for periodic visits of Consultant's subconsultants to make similar determinations with respect to electrical and other Work, as applicable;
5. Review and approve or take appropriate action regarding shop drawings and samples submitted by the Contractor with reasonable promptness to cause no delay in the Work;
6. Prepare any supplemental drawings or large-scale details needed to clarify the Construction Documents;
7. Respond promptly to requests from the Contractor for assistance with unforeseen problems so as to minimize the Owner's exposure to claims for delay;
8. Advise and consult with the Owner, issuing appropriate instructions to the Contractor;
9. Check proposed costs of any modifications to the Construction Contract and recommend acceptance or rejection to the Owner (Owner will prepare written change orders);
10. Endeavor to guard the Owner against defects and deficiencies in the Work of the Contractor;
11. Notify the Owner of any Work which does not conform to the Construction Documents and recommend to the Owner that the Contractor stop the Work whenever, in the Consultant's opinion, it may be necessary for the proper performance of the Construction Contract;
12. Issue certification to the Owner and the Contractor when all terms of the Construction Contract have been fulfilled to the Consultant's satisfaction;

13. Conduct on-site observations to determine the date of final completion, receive written guarantees and related documents assembled by the Contractor and issue recommendation for final acceptance and payment;
14. Upon completion of the Work, the Architect shall, at no additional cost to the Owner, update CAD drawings and submit the appropriate compact discs (including "bookplans" of the construction area made to Oregon State University standards) - compatible with Autocad Release latest version - along with one set of archival-grade vellum, not exceeding 30x42", drawings reflecting significant changes in the Work made during construction based on marked-up prints, drawings and other data furnished by the Contractor to the Architect (the "Record Documents"), as further detailed in the OSU Construction Standards.

II. ADDITIONAL SERVICES

- A. Copies of Construction Documents.** The Consultant shall furnish copies of all Construction Documents to the Owner upon written request, for which the Owner will reimburse the Consultant at the cost of reproduction if in excess of the number specified in Section D above.
- B. Conditions Required to Support Additional Compensation.** The Consultant shall be paid, subject to executed amendments or supplements, for extra expenses and services the Consultant incurs or provides due to any of the following:
 1. Substantial changes are ordered by the Owner after the Owner has acknowledged the acceptance of one or more of the planning phases described above (except changes which are ordered for the purpose of maintaining the Direct Construction Cost of the Project within the allowance specified above).
 2. Damage occurs as a result of fire or other casualty to the structure.
 3. The Contractor becomes delinquent or insolvent.
 4. The Owner requests detailed demolition drawings of existing structure(s) or if documentation must be made for salvage of existing materials, except as may be required to ensure that new construction may be fit to existing construction.
 5. The Owner requests the selection and specification of furnishing(s) outside the scope of the Projects' direct construction allowance;
 6. The Owner requests Additional Services not identified under the Basic Services provision of this Agreement, such as study models, renderings, etc.;
 7. The Owner requests that the Consultant provide design Services to have the Project LEED certified;
 8. The Owner requests that the Consultant provide design Services associated with specialized signage for the Project (the "Services").

The Consultant shall perform its Services according to the terms and conditions of this Supplement, the Retainer Contract, and Attachment 1, which are each incorporated herein by this reference.

All design Services will be performed in compliance with the Oregon State University Design Criteria in effect as of the date of this Supplement.

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

5. COMPENSATION.

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.

Total Maximum Compensation, including the cost of any Additional Services that may the Parties may agree to through subsequent execution of a Supplement Amendment, shall not exceed the greater of \$1,000,000 or the maximum allowable under OSU Standard 580-063-0025.

Payments to the Consultant for such Services performed and invoiced will be made for each phase, with final payment for each phase subject to written acceptance of the phase by the Owner. The total of all payments for Services shall not exceed the maximum amount set forth above, and the total of all payments for Reimbursable Expenses shall not exceed the maximum amount set forth above. The total of all such payments, for Services and Reimbursable Expenses, shall not exceed the Maximum Compensation. Owner reserves the right to retain up to five percent (5%) of the compensation limit set forth for each phase, subject to Owner's acceptance of the Services and any deliverables for each phase. Notwithstanding "not to exceed" limits established for each phase of Services, should an individual phase of design, beginning with Schematic Design and including Reimbursable Expenses, be completed without reaching

the not-to-exceed limit for that phase, the balance remaining will be transferred to the next phase of work in succession through Project completion. At the completion of the Project, any remaining balance will revert to the Owner.

A. Schematic Design Phase: not to exceed \$____.00.

B. Design Development Phase: not to exceed \$____.00.

Upon execution of amendment to this Supplement authorizing Construction Documents, Bidding and Construction Administration Services and Owner's written notice to proceed, the Maximum Compensation shall be negotiated and allocated to the categories of Services listed below. Notwithstanding "not-to-exceed" limits established for each phase of Services, should an individual phase of design, beginning with Construction Documents and including Reimbursable Expenses, be completed without reaching the not-to-exceed limit for that phase, the balance remaining will be transferred to the next phase of work in succession through Project completion. At the completion of the Project, any remaining balance will revert to the Owner.

C. Construction Documents Phase: not to exceed \$____.00.

D. Bidding Phase: not to exceed \$____.00.

E. Construction Administration Phase: not to exceed \$____.00.

The Owner will compensate the Consultant for Additional Services performed, whether directly or through its Consultants, beyond the scope of the Basic Services described above, based on hourly rates for Consultant personnel or Consultants, plus Reimbursable Expenses, in accordance with the **following schedule of charges**, but only when the Owner has given prior written authorization and the Parties have executed an amendment to this Supplement.

6. TERM. This Supplement is effective on the date it has been signed by every Party hereto and all required approvals have been obtained (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 Retainer 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 Retainer 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. 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 \$1,000,000.00 per occurrence and \$1,000,000.00 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.
- D. **Professional Liability/Errors & Omissions** - The Consultant shall provide Owner with proof of coverage for Professional Liability/Errors & Omissions insurance covering any damages caused by negligent error, omission, or any act in regard to the Project, its plans, drawings, specifications and project manual, and all related work products of the Consultant. The policy may be either a practice-based policy or a policy pertaining to the specific Project. The Consultant shall provide proof of insurance of not less than \$1,000,000.00 per occurrence and \$1,000,000.00 in aggregate.

8. 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.

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

10. 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.

11. KEY PERSONS. 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.
- 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 Retainer 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

Print Name: _____

Print Name: Anita Azarenko

Signature: _____

Signature: _____

Title: _____

Title: Special Assistant to the Vice President for
Finance and Administration

Date: _____

Date: _____