

**CONSULTANT CONTRACT  
PURSUANT TO RETAINER AGREEMENT  
FOR PROFESSIONAL CONSULTING SERVICES  
SUPPLEMENT NO. OSU-\_\_\_-P-13-  
OREGON STATE UNIVERSITY**

**February 12, 2014**

This CONSULTANT CONTRACT (the “**Contract**”) is entered into between:

the Consultant

Phone:  
FAX:

and the Owner

The STATE OF OREGON acting by and through  
the STATE BOARD OF HIGHER EDUCATION on behalf of  
Oregon State University  
Capital Project Contract Administration                      Phone: (541) 737-9635  
3015 SW Western Blvd.  
Corvallis OR 97333    FAX: (541) 737-4810

(collectively, the “**Parties**”) pursuant to that certain Retainer Contract entered into between the Parties on February 1, 2013 (the “**Retainer Contract**”). All defined terms not defined herein shall be defined per the terms of the Retainer Contract. For good and valuable consideration, the Parties agree as follows:

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**DESCRIPTION OF THE PROJECT:** The project to which this Contract pertains is described as follows: SR3 Residential Housing Renovation Design (the “**Project**”).

**1. SERVICES TO BE PERFORMED:** The Consultant shall perform the following services on the Project: Programming/pre-design through Construction Administration for the renovation of three small dormitories into mixed-use facilities that will house multiple student and campus services, as well as an additional 1,800 square feet of shell space for other student or campus services. Work will include but not be limited to the addition of an elevator as well as other ADA upgrades to the buildings as required by Code and OSU Construction Standards; space renovations as required for the programs that will be using the buildings; exterior site improvements; parking improvements; fire sprinkler and detection system modifications/installation; security upgrades; data/telecom modifications; energy upgrades; interior finish upgrades; and other building infrastructure upgrades to meet program needs (the “**Services**”). The Consultant agrees to perform the Services according to the terms and conditions of this Supplement and the Retainer Contract, and the Parties agree that the Retainer Contract is incorporated into this Supplement, as if fully set forth herein. All design Services shall be performed in compliance with the Oregon State University Design Criteria in effect as of the date of this Supplement.

### **A. Programming/Pre-Design Phase**

In consultation with the Owner, the Architect shall:

1. Gather available documentation;
2. Perform field investigations;
3. Meet with Owner and major stakeholders to define and prioritize essential and desirable features and technology;
4. Prepare cost estimates;
5. Prepare a report including:
  - a. Project description
  - b. Cost estimates
  - c. Options for implementation
  - d. A project schedule delineating the estimated time required for the Architect to complete Schematic Design, Design Development, and Construction Documents phases of the Project; and;
6. Meet with the Owner to discuss the report and identify a final implementation approach.

### **B. Schematic Design/Design Development Phase**

In consultation with the Owner, and in compliance with the Construction Standards for OSU, 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, site development, structural, mechanical, and electrical systems, materials and appearances, and such other essentials as may be appropriate and in accordance with governing codes and ordinances, 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 a series of 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, historical character of the building exterior, etc.;

4. 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);
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, 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;
6. assist the Owner to file the required documents for the approval of various governmental agencies having jurisdiction over the Project and attend City of Corvallis Historic Review Committee meeting; and, at the Architect's expense, revise such documents if required for approval of the Plan by the City of Corvallis or other governmental agencies (Owner shall pay for all required appeals and plan review fees);
7. Submit to the Owner the following documents, information and other data:
  - a. preliminary recommendations for colors, finishes, and materials;
  - b. one-line diagrams for mechanical systems design(s);
  - c. one-line diagrams for electrical systems design(s);
  - d. complete outline specification and Project manual;
  - e. recommendations for additive alternates equivalent to 10% of the base bid estimate;
  - f. equipment layouts showing location, size, and configuration of all equipment in the Project;
  - g. recommendations for Fire and Life Safety requirements resulting from reviews with the City of Corvallis.

### **C. Construction Documents Phase**

Upon notification of the Owner's approval of the Services performed by the Consultant under the Schematic Design/Design Development Phase and upon written authorization from the Owner to proceed, the Consultant, in consultation with the Owner and in compliance with the Construction Standards for Oregon State University Projects provided by the Owner, shall:

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 American with Disabilities Act Accessibility Guidelines (ADAAG), 2010 version and 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 5 sets of the 100% complete Project manual including specifications and drawings, for review and approval prior to advertising the Project for bid;
7. submit to the Owner, for approval, an independent 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 independent 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 (including PIPC documentation as applicable) (Owner shall pay for all required plan review fees);
9. Submit to the Owner the following documents, information and other data:
  - a. final recommendations for colors, materials, and finishes;
  - b. structural calculations as applicable;
  - c. heat gain/loss and HVAC system design calculations; and
  - d. electrical system design load calculations.

#### **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 (for additional copies, see Additional Services);
2. assist the Owner in soliciting bids, including attendance of the pre-bid conference at the Project site;
3. coordinate with the City of Corvallis to ensure that all plan review/building permit criteria are reflected in the final bid documents; and
4. 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 sub-consultants to make similar determinations with respect to mechanical 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 Consultant 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; and
15. review the completed Project near the end of any applicable warranty period(s) in order to identify defects of materials or workmanship and issue a written report to the Owner.

## **2. 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 I.D.
- 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 Project description, scope of the Services, and the fee breakdown are outlined in the proposal dated \_\_\_\_\_, signed by \_\_\_\_\_ (the “**Proposal**”). The Proposal is attached to this Supplement as **Exhibit 1** and is incorporated herein by this reference.

The Consultant shall perform the Services in order to achieve the construction schedule as follows:

\_\_\_\_\_

**3. INCORPORATED DOCUMENTS.** The Supplement, the Retainer Contract and the Proposal 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 the Proposal; 2) the Retainer Contract; and 3) the Proposal.

**4. COMPENSATION.** The Owner will compensate the Consultant for Services and reimburse the Consultant for direct expenses incurred by the Consultant in the performance of the Services (the “Reimbursable Expenses”) on a “time and materials” basis in accordance with the Retainer Contract and the provisions of the Supplement.

The Maximum Compensation for the Consultant’s Services including the Reimbursable Expenses is \$\_\_\_\_\_.00. This amount includes \$\_\_\_\_\_.00 for Basic Services and \$\_\_\_\_\_.00 for Reimbursable Expenses.

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. Programming/Pre-Design Phase:** not to exceed \$\_\_\_\_\_.

**B. Schematic Design/Design Development Phase:** not to exceed \$\_\_\_\_\_.

**C. Construction Documents Phase:** not to exceed \$\_\_\_\_\_.

**D. Bidding Phase:** not to exceed \$\_\_\_\_\_.

**E. Construction Administration Phase:** not to exceed \$\_\_\_\_\_.

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 Contract.

\_\_\_\_\_: (Consultant)

Principals.....\$ \_\_\_/hr

Senior Architectural Designer.....\$ \_\_\_/hr

Architectural Designer .....\$ \_\_\_ - \_\_\_/hr

Project Manager .....\$ \_\_\_ - \_\_\_/hr

Production Personnel/Project Architect .....\$ \_\_\_ - \_\_\_/hr

Clerical .....\$ \_\_\_/hr

**CONSULTANTS:**

\_\_\_\_\_ **[DRAFTER'S NOTE: CONSULTANT #1]**

.....\$ \_\_\_/hr



.....\$ /hr

.....**[DRAFTER'S NOTE: CONSULTANT #2, #3, ETC.]**

.....\$ /hr

.....\$ /hr

Total Maximum Compensation, including the cost of any Additional Services that may be added by amendment, shall not exceed the greater of \$1,000,000 or the maximum allowable under OAR 580-063-0025.

**5. KEY PERSONS.** The Consultant's personnel identified below shall be considered Key Persons and shall not be replaced during the Project without the written permission of Owner, which shall not be unreasonably withheld. If the 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, the 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. Once a replacement for any of these staff members is authorized, further replacement shall not occur without the written permission of Owner. The Consultant's Project Staff shall consist of the following personnel:

**6. TERM.** The 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. The Consultant shall perform its obligations according to the Supplement, unless terminated or suspended, through final completion of construction and completion of all warranty work. Termination or suspension shall 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. TAX COMPLIANCE CERTIFICATION.** The Consultant hereby affirms, under penalty of perjury as provided in ORS 305.385(6), that, to the best of the Consultant's knowledge, the Consultant 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.

**8. INSURANCE REQUIREMENTS.**

**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 coverages that are satisfactory to OWNER. This insurance shall include personal injury, products and completed operations, and contractual liability coverage for the indemnity provided under the Supplement and is made on an occurrence basis. Combined single limit per occurrence shall not be less than \$1,000,000.00 for each job site or location.

**C. Automobile Liability** – The Consultant shall obtain, at the Consultant’s expense, Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance. Combined single limit per occurrence shall not be less than \$1,000,000.00.

**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 Professional Liability insurance will have a combined single limit of not less than \$1,000,000.00.

**All insurance shall be maintained in full force and effect during the term of the Supplement.**

**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 shall be an original, all of which shall constitute the same instrument.

**The 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 Contract as of the Effective Date.

Consultant

STATE OF OREGON ACTING BY AND THROUGH THE STATE BOARD OF HIGHER EDUCATION, on behalf of Oregon State University, Owner

By \_\_\_\_\_

By: \_\_\_\_\_

Heather M. Cooney, CPPB  
Construction Contract Officer

Title \_\_\_\_\_

Date \_\_\_\_\_

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