

**DESIGN PROPOSAL AGREEMENT
OSU CASCADES ACADEMIC BUILDING 2
OREGON STATE UNIVERSITY**

THIS AGREEMENT is made as of _____, between

the Architect:

and the Owner: Oregon State University
 Construction Contracts Administration
 644 SW 13th Ave
 Corvallis OR 97333

WHEREAS, the Owner desires to obtain the professional services of the Architect for the development of a Design Proposal for the Oregon State University Cascades Academic Building 2 project (the “Project”), Bend, Oregon; and

WHEREAS, the Architect is willing and able to perform professional services in connection with such work, hereinafter called the Design Proposal;

NOW, THEREFORE, the Owner and the Architect, for the considerations hereinafter named, agree as follows:

SERVICES

The Artist agrees to provide a Design Proposal for artistic renderings including a large interior flexible event space, the outdoor amphitheater, and a conceptual layout of each floor, elevations of two (2) sides of the building and a list of cost effective design solutions that align to the Long Range Development Plan (LRDP) Guidelines for the OSU Cascades Academic Building 2 (AB2) on the Oregon State University Cascades campus in Bend, Oregon. The services are further described in the Request for Proposals #197800, Section 11 issued by the Owner. The Architect should develop this proposal in alignment with a direct construction budget of \$21.4M. The Design Proposal will be reviewed by the Selection Committee.

INDEMNITY

The Architect shall save, defend and hold harmless the Owner, its officers, agents, employees, and members, from all claims, suits or actions of whatsoever nature resulting from or arising out of the

activities of the Architect or its subcontractors, agents or employees under this Agreement. This agreement in no way obligates Owner to further contract with Architect regarding design or any work planned under this Agreement.

COMPLETION

The Design Proposal is to be completed and ready for presentation to the Selection Committee by April 4, 2019.

COMPENSATION

The Owner agrees to compensate the Architect \$10,000.00, which constitutes full compensation for all services, materials, delivery, and other related costs necessary to be furnished and supplied under the terms of this Agreement and must be responsive to the Request for Proposals issued by the Owner.

This fee is to be paid upon completion and presentation of the Design Proposal.

For this payment, the Architect must submit an invoice (including a taxpayer identification or social security number) to the Owner at the following address:

Administrative Services Accounting
Oregon State University
3015 SW Western Blvd.
Corvallis, OR 97333

The Artist will perform no services for which an additional cost or fee would be charged without a signed amendment to this Agreement prior to the services.

OWNERSHIP OF DOCUMENTS/MODELS

All studies, drawings, designs, and models prepared and submitted under this Agreement shall be returned to the Architect and shall belong to the Architect.

WORKERS' COMPENSATION

Architect, its sub-consultants, if any, and all employers working under this Agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017 and provide the required Oregon workers' compensation coverage, unless such employers are exempt under ORS 656.126. Architect shall ensure that each of its sub-consultants and subcontractors complies with these requirements. Architect shall require proof of such workers' compensation by receiving and keeping on file a certificate of insurance from each sub-consultant or anyone else directly employed by either Architect or the sub-consultants.

ARCHITECT AS INDEPENDENT CONTRACTOR

The Architect certifies not to be employee of the State of Oregon. The Architect is engaged as an independent contractor and will be responsible for any State or Federal taxes applicable to payment under this Agreement; and the Architect will not be eligible for any benefit of Federal Social Security, State Workers' Compensation, unemployment insurance or the Public Employees Retirement System as a result of payment under this Agreement.

TERM

This Agreement 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 Services shall be performed or payment made prior to the Effective Date. The Architect shall perform its obligations according to this Agreement, unless terminated or suspended. Termination or suspension shall not extinguish or prejudice Owner's right to enforce this Agreement with respect to any breach of Architect's performance that has not been cured.

COMPLIANCE WITH APPLICABLE LAW

The Architect agrees to comply with all Applicable Laws. The Architect specifically agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations including the Americans with Disabilities Act of 1990 (Pub. L. No. 101-336), title VI of the civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws. Failure or neglect on the part of the Architect to comply with all Applicable Laws shall not relieve the Architect of its obligations or any other requirements of this Agreement. Architect shall not discriminate against Disadvantaged, Minority, Women or Emerging Small Business enterprises, as those terms are defined in ORS 200.005, or a business enterprise that is owned or controlled by or that employs a disable veteran, as that term is defined in ORS 408.225, in the awarding of subcontracts.

CHOICE OF LAW; JURISDICTION AND VENUE

This Agreement will be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between Owner and Architect that arises out of or relates to performance of this Agreement will be brought and conducted solely and exclusively within the Circuit Court for Benton County, in the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it will be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no way will this section be construed as a waiver by Owner of any form of defense or immunity, whether it is sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States, or otherwise, from any claim or from the jurisdiction of any court. The Architect, by execution of this Agreement, hereby consents to the in personam jurisdiction of the above courts.

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

_____, Architect

Oregon State University, Owner

By _____

By _____

Title _____

Rebecca L. Johnson
Vice President – OSU Cascades

Date _____

Date _____

Tax ID _____