



Oregon State University

REQUEST FOR PROPOSAL (RFP) #2020-003063

COMMUNITY HALL SLOPE DESIGN SERVICES

ISSUE DATE: MARCH 23, 2020

RFP DUE DATE/TIME:
April 9, 2020 at 2:00 PM Pacific Time via
electronic submission to bids@oregonstate.edu

QUESTION DEADLINE: APRIL 2, 2020 at 5:00 PM
PT. E-mail all questions to
constructioncontracts@oregonstate.edu

PROJECT NUMBER: 2283-20

CONTRACT ADMINISTRATOR:

Matt Hausman, Construction Contracts Officer
Construction Contracts Administration
Oregon State University
644 SW 13th Street.
Corvallis, OR 97333
Phone: (541) 737-3401
Email: constructioncontracts@oregonstate.edu

APPEALS:

Hanna Emerson, Construction Contracts Manager
Construction Contracts Administration
Oregon State University
644 SW 13th Street
Corvallis, OR 97333
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Email: hanna.emerson@oregonstate.edu

It is the Proposer's responsibility to continue to monitor the [OSU Business and Bid Opportunities](#) website for Addenda. Failure to acknowledge any Addenda in the Transmittal Letter may cause your Proposal to be considered non-responsive.

OSU standards and policies govern this solicitation ([Procurement Thresholds and Methods, Procurement Solicitations and Contracts](#)) unless otherwise referenced or stated.

1.0 INTRODUCTION

1.1 Oregon State University (“OSU” and/or “Owner”) is conducting a competitive **ONE-STEP** Comprehensive Reserve RFP process to retain **ONE** (1) firm from the OSU Professional Consultant Reserve Contracting Program to provide consultant services for the Community Hall Slope Design Services project.

PLEASE NOTE: THERE IS NO PRE-PROPOSAL CONFERENCE FOR THIS PROJECT. PLEASE SUBMIT ALL QUESTIONS BY THE QUESTION DEADLINE TO: ConstructionContracts@oregonstate.edu.

OSU WILL ONLY BE ACCEPTING SEALED PROPOSALS ELECTRONICALLY.

Proposals are to be Submitted to bids@oregonstate.edu by the Due Date/Time.

Naming convention details for the e-mail submission are as follows:

**E-Mail Subject Line – RFP 2020-003063 Community Hall Slope Design Services – FIRM NAME
Uploaded document – One (1) pdf titled the same as listed above.**

The consultant team is free to sub-contract as necessary to ensure a complete consultant team, including but not limited to space planning, technology, demographics/forecasting/strategists, and cost estimating.

Scope of services will include design development, Cost Estimating, Construction Documents, Bidding/Permitting Assistance and Construction Administration including Record Documentation and Project Closeout.

Firms not currently in the Professional Consultant Reserve Program can apply for entry into the program by responding to the RFQ contained at the following link: <https://bid.oregonstate.edu/>

1.2 Background. Founded in 1868 as Oregon’s land grant institution, OSU serves the state, the nation and the world as a premier 21st-century research university. OSU is committed to exceptional research, discovery, innovation and engagement — and to integrating its research and engagement mission with the delivery of a high-quality, globally relevant and affordable education for the people of Oregon and beyond. OSU is one of only two land, sea, space and sun grant universities in the U.S. and is the only university in Oregon to have earned both Carnegie Classifications for Very High Research Activity and Community Engagement.

OSU is one of seven public universities in Oregon. Since 2014, OSU has been served by an independent institutional Board of Trustees, appointed by the governor. The Board of Trustees of Oregon State University governs Oregon’s only university with a statewide presence and helps guide OSU’s mission to serve the state and the needs of its citizens in a growing global economy. The university has been continuously accredited since 1924 and is currently accredited by the Northwest Commission on Colleges and Universities. Many of the university’s degree programs are also approved by other specialized accrediting associations.

OSU welcomes an increasingly diverse student body of more than 32,000 students, including over 5,000 graduate students, from across Oregon, all 50 states and more than 100 countries. The

university continues to serve its land grant mission, with Oregon residents making up over 71 percent of degree-seeking undergraduates on the Corvallis campus and 57.4 percent overall. Domestically underrepresented students make up more than 25 percent of OSU's overall enrollment, and international students represent 11 percent of total enrollment.

Students can choose from more than 200 undergraduate and 100 graduate degree programs, including more than 50 degree and certificate programs offered online. OSU has a national and international reputation for its programs in creative writing, public policy, forestry, oceanography, mycology, marine biology, agriculture, robotics and natural resources. Programs are offered through 11 colleges, the Graduate School and the Honors College, one of only a handful of degree-granting honors programs in the U.S. OSU maintains a rigorous focus on academic excellence, particularly in three signature areas: the science of sustainable Earth ecosystems, health and wellness, and economic prosperity and social progress.

The university's 570-acre main campus is located in the city of Corvallis, a vibrant college town of nearly 58,000 in the heart of Western Oregon's Willamette Valley. Corvallis consistently ranks among the safest, most highly educated and greenest small cities in the nation.

1.3 Project Description. Oregon State University (OSU) is committed to providing a fully accessible campus. The Community Hall area is a portion of the original thirty-five acres of land acquired in 1871 as part of the original Land Grant acquisition. This portion of campus is not fully accessible primarily due to its topography. The project site is within the Oregon State University National Historic District, and it contains protected natural features.

OSU is seeking proposals from qualified design teams for the design, permitting and construction administration of a project that will provide optimal accessibility and interconnectedness within the project area and with the rest of campus. The project will include sidewalks, ramps, stairs, paths; parking and service areas, including a portion of Jefferson Way; lawns and planted areas; sitting areas and retaining walls; plazas and courtyards; and site lighting. The project will be fully designed to be built in four to five construction phases to be determined collaboratively with the consultant and OSU based on funding availability and associated projects. All construction phases shall end without leaving any grade breaks.

In July 2019, OSU completed a project to develop a schematic site plan for the Community Hall area, which will serve as the basis of design for this project. The schematic site plan is provided in a project appendix.

The project area is bound by Campus Way on the north, 14th Street to the east, Jefferson Way on the south, and the north-south path on the east side of the Valley Library and Valley Library Quad. The project area shall also include the Kerr Administration West Lot. The intent of the project is to provide an ADA accessible Path of Travel both within the project area as well as to the surrounding buildings, streets, and pathways. Existing and proposed accessible features, including parking, pathways and building entrances, shall be interconnected.

There are five buildings located within the project area boundary including Community Hall, Hattie Redmond Women & Gender Center, Furman Hall (Education Hall), Pharmacy Building, and Gladys Valley Gymnastics Center.

The final construction plan shall take into consideration the historic characteristics of the project area as well as the surrounding area. It shall also be consistent with the OSU’s planning documents, including the Corvallis Campus Vision, Campus Master Plan, Transportation Plan, and comply with City of Corvallis Land Development Code requirements, specifically those pertaining to the OSU Zone, Historic Preservation Provisions, and Highly Protected Significant Vegetation.

Upon request the Campus Master Plan, Historic Preservation Plan, OSU Transportation Plan, Campus Pedestrian Facilities ADA Assessment and Survey, OSU Construction Standards and other reference material will be provided.

Lighting design shall be integral to the design of the Circulation Plan and shall comply with OSU construction standards and the city’s Land Development Code.

1.4 Design Standards. The design of the Project must follow [OSU’s Design Standards](#), including OSU’s requirements for sustainable development.

1.5 Compensation. Compensation will be based on a total “not-to-exceed” amount for services and reimbursable expenses, with “not-to-exceed” maximums

2.0 SCHEDULE

Issue Date	3/23/2020
Question Deadline	4/2/2020
Issuance of Final Addenda (if necessary)	4/6/2020
Proposal Due Date/Time	4/9/2020

The following dates are tentative and subject to change without notice:

Notice of Intent to Award	Week of 4/20/2020
Estimated Contract Execution	5/1/2020
Estimated Notice to Proceed	5/1/2020

3.0 QUESTIONS, SOLICITATION REVISION REQUESTS, CHANGE OR MODIFICATION, APPEALS

3.1 Questions.

3.1.1 All questions and contacts with OSU regarding any information in this RFP must be addressed in writing or email to the **Contract Administrator** at the address or email listed in this document no later than the **Question Deadline** as stated in Section 2.0. If a Proposer is unclear about *any* information contained in this document or its exhibits (Project, scope, etc.), they are urged to submit those questions for formal clarification.

3.2 Solicitation Process Revision Requests.

3.2.1 Proposers may submit a written request for change of particular solicitation process provisions to the Construction Contracts Manager at the address or email listed in this document. Such requests for change shall be received no later than the **Question Deadline** listed above.

3.2.2 Such requests for change shall include the reasons for the request and any proposed changes to the solicitation process provisions.

3.3 Change or Modification.

3.3.1 Any change or modification provided by the Owner for this RFP or the documents included as exhibits to this RFP shall be made by a duly issued Addendum made available to all firms on the [OSU Business and Bid Opportunities](#) website. It is the responsibility of each Proposer to visit the website and download any addenda. No information received in any manner different than as described herein shall serve to change the RFP in any way, regardless of the source of the information. Any request for clarification or change or appeal of anything contained in an addendum not received by the date and time stated in the addendum will not be considered.

3.3.2 OSU will not be responsible for any other explanation or interpretation of this RFP or the documents included as exhibits to this RFP.

3.4 Appeals.

3.4.1 Appeals related to the OSU solicitation process and award decisions and actions shall be pursuant to OSU Standards ([Procurement Thresholds and Methods, Procurement Solicitations and Contracts](#)). All written appeals must be delivered to the **Construction Contracts Manager**, at the address given in this RFP.

4.0 PUBLIC RECORD

4.1 OSU will retain this RFP and one electronic copy of each Proposal received, together with electronic copies of all documents pertaining to the award of a contract. These documents will be made a part of a file or record, which shall be open to public inspection after OSU has announced its intent to award a contract. If a Proposal contains any information that is considered a trade secret under ORS 192.345(2), you must mark each trade secret with the following legend: **“This data constitutes a trade secret under ORS 192.345(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.”**

4.2 The Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies only “unless the public interest requires disclosure in the particular instance.”

4.2.1 Therefore, non-disclosure of documents or any portion of a document submitted as part of a Proposal may depend upon official or judicial determination made pursuant to the Public Records Law.

4.3 In order to facilitate public inspection of the non-confidential portion of the Proposal, material designated as confidential shall accompany the Proposal, but shall be readily separable from it. Prices, makes, model or catalog numbers of items offered, scheduled delivery dates, and terms of payment shall be publicly available regardless of any designation to the contrary. Any Proposal marked as a trade secret in its entirety may be considered non-responsive and be rejected.

5.0 FORM OF AGREEMENT

A Sample OSU Consultant Reserve Supplement is included as Exhibit 1. The sample agreement may contain certain notes or alternative provisions. Those alternative provisions will be included at the sole discretion of OSU.

6.0 INSTRUCTIONS TO OFFERORS

6.1 Summary of Work. The Work contemplated in this document shall be for OSU in connection with the Project described in Section 1.0 of this document.

6.2 Electronic Proposal Submission.

6.2.1 Submit **one (1) electronic version** to be received by the Due Date/Time listed in this document to bids@oregonstate.edu. **Electronic versions must be sized appropriately for transfer (under 10 mb).**

6.2.2 All Proposals must be received by OSU before the Due Date/Time. OSU's official clock shall prevail in any time conflict. Any Proposal received after the Due Date/Time will be rejected and will be retained and made part of OSU's archive records in accordance with OSU Standards.

6.3 Proposal Submission Requirements.

6.3.1 Your Proposal must be contained in a document not to exceed **FIFTEEN (15) pages** including pictures, charts, graphs, tables and text you deem appropriate to be part of OSU's review of your Proposal. Resumes of key individuals proposed to be involved in this Project are exempted from the page limit and must be appended to the end of your Proposal. No supplemental information to the page limit will be allowed. Appended resumes of the proposed key individuals, along with a Transmittal letter, table of contents, front and back covers, references, exceptions and blank section dividers will not be counted in the **FIFTEEN (15)** page limit.

6.3.2 Your Proposal must follow the format outlined below and include a Transmittal/Cover Letter signed by an officer of your firm(s) with the authority to commit the firm(s) and must also acknowledge receipt of all addenda. **Include an email address** for communication purposes.

Naming convention details for the e-mail submission are as follows:

E-Mail Subject Line – RFP 2020-003063 Community Hall Slope Design Services – FIRM NAME
Uploaded document – One (1) pdf titled the same as listed above.

6.3.3 The electronic Proposal **should be sized appropriately for transfer (under 10 MB)** and formatted with page size of **8 ½ x 11 inches** with no fold-outs [except for project schedule or other large format document required by evaluation criteria]. The basic text information of the Proposal should be presented in standard business font size, and reasonable margins.

6.3.4 OSU may reject any Proposal not in compliance with all applicable OSU solicitation procedures and requirements, and may cancel this solicitation or reject for good cause, all Proposals upon a finding by OSU that it is in the public interest to do so.

6.3.5 Note that throughout this procurement process, OSU will not accept Proposals that require OSU to pay the cost of production or delivery.

6.3.6 Telephone or facsimile transmitted **Proposals will not be accepted**. Proposals received *after* the Due Date/Time **will not be considered**.

6.3.7 Each Proposal shall be emailed to bids@oregonstate.edu. Proposals must be received at the time and in the format specified herein. The email subject line should contain the RFP No., RFP Title and Firm Name. Only those Proposals received at this email address by the Proposal Due Date/Time shall be considered responsive. Proposals submitted directly to the **Contract Administrator**, either in physical format or via email will NOT be considered responsive. It is highly recommended that the Proposer confirms receipt of the email with the **Contract Administrator**. **The Contract Administrator** may open the email to confirm receipt but will NOT verify the integrity of the attachment(s), answer questions related to the content of the Proposal, or address the overall responsiveness of the Proposal.

6.4 Acceptance or Rejection of Solicitation Responses by OSU.

6.4.1 The procedures for Contract awards shall be in compliance with the provisions of OSU standards and policies adopted by OSU.

6.4.2 OSU reserves the right to reject any or all Proposals and to waive minor informalities in compliance with the provisions of OSU standards and policies adopted by OSU.

6.5 Withdrawal of Solicitation Response.

6.5.1 At any time prior to the Due Date/Time, a Proposer may withdraw its Proposal in accordance with OSU Standards. This will not preclude the submission of another Proposal by such Proposer prior to the Due Date/Time.

6.5.2 After the Due Date/Time, Proposers are prohibited from withdrawing their Proposal, except as provided by OSU Standards.

6.6 Evaluation Process. The written response to this RFP is the first in a one-step process in the selection of a Consultant for this Project. The Proposals received in response to this RFP will be evaluated by a selection committee.

Optional Reference Checks may also be undertaken to aid in final scoring. Upon completion of final scoring, negotiations may commence with all Proposers submitting responsive proposals or all Proposers in the competitive threshold.

6.7 Evaluation Criteria. The following items constitute the evaluation criteria for the selection committee to score Proposals. For ease in reviewing, provide delineation between each of the following criteria:

6.7.1 Relevant Experience and Qualifications (30 Points)

Describe your interest in this project. Describe your experience in providing similar services to what will be required for this project. Indicate why you feel you are the most qualified firm to perform the required services.

6.7.2 Firm Background and Project Team (25 Points)

Provide a brief description of your firm. Identify specific people who will work on the project and their respective areas of expertise. Identify any sub-consultants you propose to use and their area(s) of expertise. Tell us if you've worked together before, and if so, in what capacity.

6.7.3 Project Schedule (20 Points)

Prepare a proposed Project schedule that identifies milestones and duration for each proposed activity.

6.7.4 Fee Proposal (15 Points)

Utilizing your OSU Professional Consultant Reserve Contracting Program rates, provide a **FEE PROPOSAL** for the required services on a time and materials cost reimbursement basis up to a maximum not-to-exceed amount. Please clearly identify the amount for Basic Services and a Reimbursable Expenses allowance.

Please include a breakdown of the costs including a listing of the types of personnel participating in the work, an estimate of their hours and rates charged for their services for these items:

Scoring will be based solely on the total maximum not-to-exceed amount.

NOTE: Formula for scoring Fee Points will be as follows: Lowest Fee for the Fee Proposal will receive full points with higher Fee Proposals receiving proportionally lower points according to this formula: **(Low Fee or Fee%/ Fee or Fee%) x Points Available**

6.7.5 Workforce Diversity Plan (10 Points)

- Provide a description and identification of Minority Business Enterprise (MBE), Women Business Enterprise (WBE) or Emerging Small Business (ESB) certifications for your firm and a description of your nondiscrimination practices. Provide historical information on MBE, WBE or ESB Joint Ventures, subcontracting or mentoring plan, and utilization history for projects completed by your firm within the past three (3) years. Provide a narrative description of your current workforce diversity program/plan, and the plan for obtaining subcontracting, consulting, and supplier diversity for this Project. Include a description of the outreach program or plan, including a schedule of events and specific steps that will be taken to maximize broad based and inclusive participation and the plan to provide mentoring, technical or other business development services to subcontractors needing or requesting such

services.

The selected firm will provide the services with respect to diversity according to the means and methods described in the workforce plan described in the response, unless changes are requested and approved in writing in advance by OSU or are required by applicable laws, ordinances, codes, regulations, rules or standards.

6.8 Point Summary Table.

Criteria	Point Value
Relevant Experience and Qualifications	30 Points
Firm Background and Project Team	25 Points
Project Schedule	20 Points
Fee Proposal	15 Points
Workforce Diversity Plan	10 Points

6.9 Optional Reference Checks (10 Points).

6.9.1 Optional Reference Checks (10 Points).

In addition to responding to the evaluation criteria above, provide the names, addresses, phone numbers and e-mail addresses of three (3) references. Do not include references from any firms or individuals included in your consulting team for this Proposal or any OSU personnel. OSU may check with these references and with other references associated with past work of your firm.

OSU may check with these references or other references associated with past work of your firm.

6.10 Equity Contracting. OSU will require the successful Proposer to comply with OSU Standards, policies, rules and procedures requiring good faith efforts in subcontracting with minority, women, emerging small business or service-disabled veteran owned business enterprises.

6.11 Negotiations.

6.11.1 OSU may commence General and/or Best and Final Offer (BAFO) negotiations in accordance with OSU Standards ([Procurement Thresholds and Methods, Procurement Solicitations and Contracts](#)) following final scoring under either a one or two-step process.

6.11.2 Any/all exceptions to the Term and Conditions included in the Sample Contract including, but not limited to, general conditions shall be clearly identified and appended to the Proposal in order to be considered by OSU during the negotiation period.

6.11.3 OSU reserves the right to deny contract term negotiations with the Apparent Successful Proposer if such contract terms were not received by OSU in the Solicitation response pursuant to Section **7.12.2** above.

6.11.4 OSU reserves the right to defer decision(s) on requests for contract terms and conditions revisions until after a notice of intent to award is published.

6.11.5 If OSU and the Apparent Successful Proposer are unable to reach agreement, OSU may cease negotiations with the Apparent Successful Proposal and enter negotiations with the second-scoring Proposer, etc.

7.0 FINANCIAL RESPONSIBILITY

7.1 OSU reserves the right to investigate, at any time prior to execution of the contract, the Proposers financial responsibility to perform the anticipated services. Submission of a Proposal will constitute approval for OSU to obtain any credit report information OSU deems necessary to conduct the evaluation. OSU will notify Proposers, in writing, of any other documentation required, which may include, but need not be limited to: recent profit-and-loss history; current balance statements; assets-to-liabilities ratio, including number and amount of secured versus unsecured creditor claims; availability of short and long-term financing; bonding capacity and credit information. Failure to promptly provide this information may result in rejection of the Proposal.

7.2 OSU may postpone the selection of finalists or execution of a contract in order to complete its investigation and evaluation. Failure of a firm to demonstrate financial responsibility may render it non-responsible and constitute grounds for Proposal rejection.

8.0 PROJECT TERMINATION

OSU is seeking to award a contract to a Consultant off of the OSU Consultant Services Reserve Program listing for all phases; however, OSU reserves the right to terminate the Project or contract with other parties during any phase in the Project.

9.0 INSURANCE PROVISIONS

During the term of the resulting contract, the awardee will be required to maintain in full force, at its own expense, from insurance companies authorized to transact the business of insurance in the state of Oregon, each insurance coverage/policy as set forth in the contract.

10.0 NONDISCRIMINATION

By submission of a Proposal, the Proposer certifies under penalty of perjury that the Proposer will not discriminate against minority, women, emerging small business or service-disabled veteran owned business enterprises in obtaining any required subcontracts.

11.0 AA/EEO EMPLOYER

OSU is an AA/EEO employer

12.0 (RESERVED)

13.0 EXHIBITS

Exhibit 1 – OSU Consultant Reserve Supplement

Exhibit 2 – Schematic Site Plan (July 2019)

END OF RFP

EXHIBIT 1

**RESERVE CONTRACT SUPPLEMENT
OSU RESERVE CONTRACT FOR PROFESSIONAL CONSULTANTS
SUPPLEMENT NO.:
PROJECT NAME**

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

“Consultant”:

and “Owner”:

OREGON STATE UNIVERSITY
Construction Contract Administration
644 SW 13th St.
Corvallis, OR 97333

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

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

2. SERVICES TO BE PERFORMED: The Consultant shall perform the following services on the Project: _____ (the “Services”). Consultant shall perform its Services according to the terms and conditions of this Supplement, the Reserve Contract, and Attachment 1, which are each incorporated herein by this reference.

All design Services will be performed in compliance with the Owner’s 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 Reserve 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 Reserve Contract and Exhibit 1, 2) the Reserve Contract excluding this Supplement and Exhibit 1, and 3) Exhibit 1 excluding this Supplement and Reserve Contract.

5. COMPENSATION [Owner will choose A/B].

[A] 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.

[B] Owner shall compensate Consultant for Services and Reimbursable Expenses incurred by the Consultant in the performance of the Services on a Fixed Price basis in accordance with the Reserve Contract 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 the Parties may agree to through subsequent execution of a Supplement Amendment, shall not exceed the maximum allowable under OSU Standards.

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 "Supplement Effective Date"). No Services shall be performed, or payment made, prior to the Supplement 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 Reserve 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 Reserve 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 this Supplement Effective Date, 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 comply with ORS 656.017, which requires such employers to provide Oregon Workers' Compensation coverage for all their subject workers working in Oregon unless it meets the exemption in ORS 656.126. Workers' Compensation coverage shall be maintained at all times with statutory limits and Employer's Liability insurance shall have minimum limits of \$500,000 each accident; \$500,000 disease-each employee; \$500,000 disease-policy limit.
- B. **Commercial General Liability** – The Consultant shall obtain, at the Consultant's expense, Commercial General Liability Insurance covering bodily injury and property damage. This insurance shall include personal injury, products and completed operations, contractual liability, premises liability, and coverage for the indemnity provided under the Reserve Contract and be made on an occurrence basis. Consultant shall provide proof of insurance demonstrating minimum limits indicated by the checked box below:
- \$2,000,000 per occurrence and \$4,000,000 in aggregate
 \$ per occurrence and \$ 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 with a minimum combined single limit of \$1,000,000 per occurrence or accident.
- D. **Professional Liability/Errors & Omissions** – The Consultant and sub-consultants, when applicable, shall provide Owner with proof of coverage for Professional Liability/Errors & Omissions insurance covering any damages caused by negligent error, omission, or any negligent 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 the amounts indicated by the checked box below:
- \$2,000,000 per occurrence and \$4,000,000 in aggregate
 \$ per occurrence and \$ in aggregate.

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

9. 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.

[Owner may Choose to omit] 10. PREVAILING WAGE RATES. Consultant will be compensated

for Services subject to prevailing wage rate law (“PWR Law”) according to the following formula: the hourly rate specified in the Consultant’s Schedule of Charges for that specific Service, plus the difference between the prevailing wage rate for that Service at the time this Supplement is executed and the prevailing wage rate for that Service at the time that all qualifications to perform the Services set forth on this Supplement were due.

All prevailing wage rates used to calculate Consultant’s compensation in this Section 10 will use the 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:

PREVAILING WAGE RATES for Public Works Contracts in Oregon, ____, 20__, as amended ____, 20__ [~~delete “as amended ____, 20__” if there have been no amendments since last rate change~~], which can be downloaded at the following web address:

[http://www.boli.state.or.us/BOLI/WHD/PWR/pwr_book.shtml]

The Work will take place in _____ County, Oregon.

All other Services under this Supplement will be compensated at rates specified in the Schedule of Charges.

[Owner may Choose to omit] 11. KEY PERSON(S). 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 Reserve Contract remain true and correct as of this Supplement Effective Date.

IN WITNESS HEREOF, the Parties have duly executed this Supplement on the dates indicated below.

, Consultant

OREGON STATE UNIVERSITY, Owner

By: _____

By: Anita Nina Azarenko

Title: _____

Title: Associate Vice President for
University Infrastructure and Operations

Date: _____

Date: _____

EXHIBIT 2

Schematic Site Plan (July 2019) available at the link below:

<https://oregonstate.box.com/s/fsm62op8p1zeprxzgf3irc5qfit0mavj>