



Oregon State University

REQUEST FOR PROPOSAL (RFP) #2023-010826

O.H. HINSDALE WAVE RESEARCH LABORATORY (HINSDALE WAVE RESEARCH LAB) ADDITIONS DESIGN SERVICES

ISSUE DATE: February 24, 2023

NON-MANDATORY PRE-PROPOSAL
RESPONSE CONFERENCE:
March 6, 2023 at 1:00 PM Pacific Time (PT) via
Zoom. Email

ConstructionContracts@oregonstate.edu for
admittance to the Zoom meeting. Request to join
Zoom Meeting must be before March 6, 2023 at
12:30 PM Pacific Time (PT)

RFP DUE DATE/TIME: March 23, 2023 at 2:00 PM
Pacific Time (PT)

Via electronic submission to Bids@oregonstate.edu

QUESTION DEADLINE: March 9, 2023 at 10:00 AM Pacific Time (PT)

PROJECT NUMBER: 2317-22

CONTRACT ADMINISTRATOR:

Shoshana Shabazz, Purchasing Analyst
Construction Contracts Administration
Oregon State University
644 SW 13th St.
Corvallis, Oregon 97333
Phone: 541-737-0922

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AWARD DECISION APPEALS:

Hanna Emerson, Construction Contracts Manager
Construction Contracts Administration
Oregon State University
644 SW 13th St.
Corvallis, Oregon 97333
Phone: (541) 737-7694

Email: hanna.emerson@oregonstate.edu

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”) is conducting a competitive **ONE-STEP** or **TWO-STEP** RFP to retain ONE (1) Firm to provide Design Services for the Hinsdale Wave Research Lab Additions project (the “Project”). Firms interested in providing these services to OSU may submit a Proposal to this Request for Proposals (“**RFP**”). The Proposals for this RFP will be evaluated/scored by a qualified committee which may include other non-scoring members who serve as advisors but do not score Proposals.

Oregon State University’s College of Engineering (COE) is proposing to add a simulator lab inside its existing O.H. Hinsdale Wave Research Laboratory facility and to reconfigure and remodel some of its existing spaces, interior and exterior to the existing buildings. The existing facilities are located at 3550 SW Jefferson Way. The proposed project will include design services through documents phase for the work described, meeting the goals below (the Project).

The Project will provide complete project design, meeting the following goals:

- Design incorporating a new simulator lab on the west side of the west wing of the Wave Research lab for OSU Safety Research program, with storage space above accessed by a staircase.
- Create a fenced research yard for fire studies research, at the location of a previous Rivers Research program on the west side of the facilities. This will include modification of the concrete pit, piping, and electrical panel to create a below grade structural fire testing apparatus and materials staging.
- Improve wayfinding and safety in the wave lab, including a pathway to the simulator labs on the west side of the building. Also provide new concrete sidewalk from public walk at Jefferson Way, to the front doors of the Wave Lab.
- Reconfiguration of the existing second floor space in the west wing, including the control room and cubicle area, in order to accommodate displaced research teams.
- Improvement to various building systems within the wave lab facilities, including replacing interior asphalt with reinforced concrete to support large equipment and 40-ton cranes; addition of electrical receptacles along the existing wave flume; and improve air circulation within the flume area.

Project Priorities - The first priority of the Project includes completion of the new simulator lab space, wayfinding and safety improvements, and fire studies research yard. Completion of design documents is desired before Fall of 2023.

OSU is looking for a design team experienced in remodels of industrial type facilities to work corroboratively with University staff to provide a flexible design meeting the project priorities and goals, while allowing COE to choose what design alternatives to construct with the project budget.

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 (OSU will not be responsible for submittals being missed by not using the naming conventions below):

E-Mail Subject Line: RFP 2023-010826 O.H. HINSDALE WAVE RESEARCH LABORATORY (HINSDALE WAVE RESEARCH LAB) ADDITIONS DESIGN SERVICES - FIRM NAME

Uploaded document One (1) pdf titled the same as listed above.

NON-MANDATORY PRE-PROPOSAL RESPONSE CONFERENCE - A Non-Mandatory Pre-Proposal Response Conference will be held at March 6, 2023 at 1:00 PM Pacific Time (PT) via Zoom. Email ConstructionContracts@oregonstate.edu for admittance to the Zoom meeting. Request to join Zoom Meeting must be before March 6, 2023 at 12:30 PM Pacific Time (PT).

All questions shall be submitted via e-mail to constructioncontracts@oregonstate.edu by the Question Deadline in order to be addressed. **Naming convention details for the e-mail questions/clarifications submission are as follows (OSU will not be responsible for missed questions/clarifications because the naming convention below was not used):**

E-Mail Subject Line: RFP 2023-010826 O.H. HINSDALE WAVE RESEARCH LABORATORY (HINSDALE WAVE RESEARCH LAB) ADDITIONS DESIGN SERVICES - FIRM NAME

1.2 Background. Oregon State University in Corvallis, Oregon is located within the traditional homelands of the Mary's River or Ampinefu Band of Kalapuya. Following the Willamette Valley Treaty of 1855 (Kalapuya etc. Treaty), Kalapuya people were forcibly removed to reservations in Western Oregon. Today, living descendants of these people are a part of the Confederated Tribes of Grand Ronde Community of Oregon (<https://www.grandronde.org>) and the Confederated Tribes of the Siletz Indians (<https://ctsi.nsn.us>).

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, and 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.

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 Location. O.H. Hinsdale Wave Research Laboratory is located at 3550 S.W. Jefferson Way, Corvallis Oregon 97331. The O.H. Hinsdale Wave Research Laboratory has been in operation since 1972, was expanded in 1989, and has had several expansions from 2001 to 2016, when the current driving and bicycling simulator was constructed. More information can be found at: <https://engineering.oregonstate.edu/wave-lab>

1.4 Summary of Work. COE intends to renovate the Hinsdale Wave Research Lab to accommodate Engineering programs and research.

The research programs that will be housed in this space are the O.H. Hinsdale Wave Research Laboratory, MDU Resource Group Construction Safety Lab, coastal and ocean engineering space, and structural engineering space. The project will increase the safety of the existing facilities and replace failing building systems.

COE Goals

- Further the Safety Research Program at OSU and honor, in good faith, donor contributions and grants
- Co-locate compatible research activities
- Accommodate displaced activities
- Match existing interior aesthetic
- Improve wayfinding and safety in the Hinsdale Wave Research Laboratory (HWRL)
- Improve human comfort levels within the feasible range considering the building architecture limitations
- Replace failing elements within Hinsdale

Interior Lab Additions

- Reconfigure existing 2nd floor control room and cubicle area to accommodate research team of 4 displaced by trailer removal, create guest researcher and grad O.H. Hinsdale Wave Research Laboratory student working areas.
- Safety Lab - approximately 1854 GSF, double-door from interior of lab arranged to accommodate an Optitrack simulator in approximately 24'x24'x16' space with a control room, observation room, and a construction equipment simulator. Heating and cooling. Power to adequately support the simulators and supporting computer equipment, server space, and data ports.
- Storage –Roof of Safety lab able to support 125 lbs. per sf with stairwell.

Building systems

- Paving – replace interior asphalt with reinforced concrete that holds large material trucks and cranes (40-ton)
- Insulation – replace failing insulation
- Climate Control – Heating and cooling for new built environments. Also add method for air circulation in flume area.

Circulation and Access

- Signage program – Signs to indicate path to MDU Safety lab. Signs to indicate safe path to restrooms. Signs to warn visitors of activities (i.e. forklift activity). Signs to indicate restricted areas and areas of special PPE
- Striped access to MDU Safety lab
- Concrete sidewalk from the public right-of-way to front door of HWRL, with ADA accommodations.

Exterior

Create a fenced research yard utilizing the infrastructure of the defunct Rivers Facility optimizing for fire studies research as approved by the Infrastructure working group.

Removal of existing pipes and fittings from the project area, coordinating with OSU recycling. Remove existing guard fencing at the perimeter of existing rivers facility. Install new 6' Tall chain link fence to enclose fire study test area with 2- 14' wide gates. Modify existing rivers hydraulics test tank to meet fire studies testing requirements. Cut out section of 10-18" Thick Tank floor slab. Core opening between sections of the existing tank. Provide safety Guard railing with lift out panels at perimeter of the tank - must be fire/heat resistant. Provide drainage sump pump system to drain both existing tanks. Weatherize outdoor electrical service and provide mobile heat shielding.

1.5 Scope of Services. Using the provided programming and conceptual design documentation (see Exhibit B), consultant should provide:

Design Development and Construction Documents. Additionally, some support will be required to work with University Land Use Planning and the City of Corvallis to determine any limitations of the Land Development code. The proposing firm is free to sub-contract as necessary to ensure a complete design team, including but not limited to structural, mechanical, electrical, and civil engineering. A cost consultant should be included with the team.

At minimum, the scope of services must include a Kick-off Meeting, Existing Conditions Review, Conceptual Design Verification, Design Development and Construction Documents with Cost Estimates at DD and CD phases. Offerors will work with OSU to determine appropriate phases or bid packages in order to meet OSU's schedule and budget requirements. For level of effort estimating purposes, assume two bid packages, each with several alternates. Construction budget will range between \$3M and \$8M.

1.6 Project Schedule. Program verification and schematic design verification should begin immediately following contract execution with design completion by Fall of 2023, which must include, at a minimum, the simulator lab and fire lab facilities. Other phases or alternates may be included in construction, or may be delayed in progressing to construction pending the available funding.

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

2.0 SCHEDULE

Issue Date	February 24, 2023
NON-MANDATORY PRE-PROPOSAL RESPONSE CONFERENCE	March 6, 2023 at 1:00 PM Pacific Time (PT) via Zoom. Email ConstructionContracts@oregonstate.edu for admittance to the Zoom meeting. Request to join Zoom Meeting must be before March 6, 2023 at 12:30 PM Pacific Time (PT)
Question Deadline	March 9, 2023 at 10:00 AM Pacific Time (PT)
Final Addendum Issuance (if necessary)	March 16, 2023
RFP Due Date/Time	March 23, 2023 at 2:00 PM Pacific Time (PT)

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

Estimated notification of finalists (If Applicable)	Week of March 27, 2023
Presentations/Interviews (If applicable)	Week of April 3, 2023
Notice of Intent to Award	By April 10, 2023
Estimated Contract execution	By May 5, 2023
Estimated Notice to Proceed	By May 5, 2023

OSU will make every effort to adhere to the above schedule. It is however, subject to change.

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 via email to constructioncontracts@oregonstate.edu no later than the **Question Deadline** as stated in Section 2.0. If an Offeror 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 Offerors 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. 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.

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 Design Professional’s Agreement is included as Exhibit A and contains contract terms and conditions applicable to the work. The sample contract may contain certain notes or alternative provisions. Those alternative provisions will be included at the sole discretion of OSU.

6.0 RESERVED

7.0 INSTRUCTIONS TO OFFERORS

7.1 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.

7.2 Pre-Proposal Conference and Site Visit.

7.2.1 The Offeror is encouraged to attend the Non-Mandatory Pre-Proposal Response Conference. Attendance will be documented by OSU.

Offerors who arrive more than five (5) minutes after start time of the meeting (as stated in the RFP and by OSU's clock) or after the discussion portion of the meeting, (whichever comes first) will not have access to the Pre-Proposal Response Conference.

7.2.2 No statement made by any officer, agent, or employee of OSU in relation to the physical conditions pertaining to the Work site will be binding on OSU, unless included in writing in the documents included as exhibits to this RFP or an Addendum.

7.2.3 Date and Time of a Pre-Proposal Conference is located on the cover sheet of this RFP.

7.2.4 RESERVED

7.2.5 Should on campus site visits occur, the COVID Safety and Success Policy is located here: <https://covid.oregonstate.edu/safety-policies>

7.3 Proposal Submission.

7.3.1 Submit **one (1) electronic version via email** to be received by the Due Date/Time listed in this document to Bids@oregonstate.edu as stated in this RFP. **Electronic versions must be sized appropriately for transfer (under 10 mb).**

7.3.2 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.

7.4 Proposal Submission Requirements.

7.4.1 Your Proposal must be contained in a document **not to exceed twenty (20) pages**, including pictures, charts, graphs, tables and text the Offeror deems appropriate to be part of OSU's of your Proposal. Resumes of key individuals proposed to be involved in this Project are exempted from the twenty (20) page limit and should be **appended to the end of your Proposal**. No supplemental information to the twenty (20) page Proposal will be allowed. Appended resumes of the proposed key individuals, along with a transmittal letter, table of contents, front and back covers, and blank section/numerical dividers, and references will not be counted in the twenty (20) page limit.

7.4.2 Your Proposal must follow the format outlined in 7.4.3, 7.4.4, 7.4.5, 7.4.6, 7.4.7, and 7.4.8, 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. An email address must be included on the Transmittal/Cover letter for communication purposes.

7.4.3 Your Proposal format must also be in order of the Evaluation Criteria in 7.8.

7.4.4 The electronic Proposal should be **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 should be presented in standard business font size, and reasonable margins.

7.4.5 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.

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

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

7.4.8 Each Proposal shall be emailed to bids@oregonstate.edu. Proposals must be received at the time and in the format specified herein. Naming convention details for the e-mail submission are as follows: E-Mail Subject Line: RFP 2023-010826 O.H. HINSDALE WAVE RESEARCH LABORATORY (HINSDALE WAVE RESEARCH LAB) ADDITIONS DESIGN SERVICES RFP – FIRM NAME. Only those Proposals received at this email address by the 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 Respondent confirm receipt of the email with the **Contract Administrator**. **The Contract Administrator or their designee** 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 overall responsiveness.

7.5 Acceptance or Rejection of Proposals by OSU.

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

7.5.2 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.

7.6 **Withdrawal of Proposal.**

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

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

7.7 Evaluation Process. The written response to this RFP is **potentially** the only step in the selection of a firm for this Project. The Proposals received in response to this RFP will be evaluated by a Selection Committee.

The members of the Selection Committee will discuss the strengths and weaknesses of all Offerors. The members of the Selection Committee will then score the Offerors based on all information received and presented in the Proposals. Optional Reference Checks may be undertaken to aid in final scoring. Upon completion of final scoring, an Intent to Award will be issued identifying the Apparent Successful Offeror and negotiations may commence with the Apparent Successful Offeror in order to finalize a contract in accordance with Section 7.12 below.

OR

The written response to this RFP is the first in a **potential** two-step process in the selection of a firm for this Project. The Proposals received in response to this RFP will be evaluated by a Selection Committee with the top scoring firms being invited to advance to further evaluation steps including virtual Proprietary Discussions and Presentations/Interviews should the committee determine they are necessary.

Presentations/Interviews will include a **Twenty (20) minute** presentation period, immediately followed by a separate **Thirty (25) minute** Q&A session.

After all of the Presentations/Interviews are completed, the members of the Selection Committee will discuss the strengths and weaknesses of the finalists. The members of the Selection Committee will then score the finalists based on all information received, presented and heard during the Presentations/Interviews. Optional Reference Checks may also be undertaken to aid in final scoring. Upon completion of final scoring, negotiations may commence with all Offerors submitting responsive Proposals or all Offerors in the competitive threshold.

Final scoring of the Interviews will be **separate and not cumulative** from the short-listing.

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

7.8.1 Firm Background and Experience (20 points)

Provide a brief description of your firm and the focus of the practice. List the projects your firm is currently contracted for and at what stage the projects are in terms of completion. Also include your firm's total dollar volume for each of the last five years. Explain relevant experience particularly with working on projects of similar size, type, or scope for public entities. Identify the firm's strengths and any special capabilities that may be appropriate to this Project.

7.8.2 Key Personnel (30 points)

Identify key personnel, including project designer and project manager along with those of any sub consultants proposed. Include proposed key personnel's project experience, with specific project examples, and identify their roles in example projects of similar type, size or scope. Indicate current availability, proposed percentage of project involvement per project phase and indicate whether the proposed team has worked together on previous projects. Identify the strengths and skills or special capabilities of each key team member and how these skills will benefit this project. Explain how each project example relates to the key design components for the project.

7.8.3 Design Management and Schedule (15 points)

Provide a milestone schedule from project verification through end of construction. This project may have schedule challenges. Provide information on how your team can work to meet aggressive timelines to keep the project on track. Describe how your team can work with a divergent customer base to meet the varying programmatic needs from different groups.

7.8.4 Workforce Diversity Plan (15 Points)

(a) Provide a description and identification of Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Emerging Small Business (ESB), or Disabled Service Veterans (DSV) certifications for your team and a description of your nondiscrimination practices. Provide historical information on MBE, WBE, ESB, or DSV Joint Ventures, subcontracting or mentoring plan, and utilization history for projects completed by your firm within the past three (3) years.

(b) 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/sub consultants needing or requesting such services.

The Consultant must perform the Work according to the means and methods described in the workforce plan described in its Proposal, unless changes are requested and approved in writing in advance by OSU or are required by applicable laws, ordinances, codes, regulations, rules or standards.

7.8.5 Fee Proposal (20 Points)

Provide a FEE PROPOSAL on a time and materials cost reimbursement basis up to a maximum not-to-exceed amount for each phase of design (Validation, Design Development, and Construction Documents. Clearly identify the amount for Basic Services for each phase and a Reimbursable Expenses allowance.

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 based on the proposed scope listed in Section 1.0. Pricing shall include all design elements from initial design through Construction Documents. Bidding/Permitting and Construction Administration fees will be negotiated after completion of design.

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

NOTE: Formula for scoring Fee Points will be as follows: Lowest Fee for each of the price related items will receive full points with higher cost price related items receiving proportionally lower points according to this formula: **(Lowest Fee Proposal or Lowest Fee Proposal%/Proposal Fee or Proposal Fee%) x Points Available=Points Awarded**

7.9 Point Summary Table.

Criteria	Point Value
Firm Background and Experience	20 Points
Key Personnel	30 Points
Design Management and Schedule	15 Points
Workforce Diversity Plan	15 Points
Fee Proposal	20 Points

7.10 Optional Interview (40 Points).**7.10.1 Presentations/Interviews (40 Points)**

Presentations/Interviews may be conducted to aid in determining the Apparent Successful Offeror. Proprietary Discussions may also be conducted with all finalists prior to Presentations/Interviews. Information regarding the Proprietary Discussions and Presentations/Interviews will be provided to the short-listed firms following the initial review and scoring. Final scoring of the Presentations/Interviews will be cumulative with written proposal scoring.

7.10.2 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.

7.11 Equity Contracting. OSU will require the successful Offeror 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.

7.12 Negotiations.

7.12.1 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.

7.12.2 RESERVED

7.12.3 RESERVED

7.12.4 RESERVED

7.12.5 If OSU and the Apparent Successful Offeror are unable to reach agreement on contract terms and conditions, OSU may cease negotiations with the Apparent Successful Offeror and enter negotiations with the next highest scoring Offeror, etc.

8.0 MISCELLANEOUS

8.1 Financial Responsibility.

8.1.1 OSU reserves the right to investigate, at any time prior to execution of the contract, the Offerors 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 Offerors, 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.

8.1.2 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.

8.2 Project Termination.

8.2.1 OSU reserves the right to terminate the Project or contract during any phase in the Project.

8.3 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.

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

8.5 AA/EEO Employer. OSU is an AA/EEO employer.

8.6 Compliance with Applicable Law. Offeror agrees to comply with all federal, state, county, and local laws, ordinances, and regulations as well as all applicable OSU Standards and Policies while on campus.

8.6.1 Smoke and Tobacco Free Campus. Owner's grounds and premises are smoke and tobacco free. Contractor and Contractor's employees, agents, Subcontractors, if any, agree not to smoke or use tobacco products while on Owner property.

8.6.2 Sexual Misconduct Policy. OSU has policies that prohibit sexual misconduct against members of the university community and in keeping with those policies Contractor and Contractor's employees, agents, and Subcontractors are prohibited from engaging in sexual misconduct against members of the university community.

8.6.3 Firearms Policy. The Owner has adopted a policy that prohibits Contractor and Contractor's employees, agents and Subcontractors from possessing firearms on Owner's property.

8.7 RESERVED

8.8 Execution of Agreement.

8.8.1 The Offeror shall be required to execute the Contract as provided, within any time period provided in an award notification. The Contract Documents shall be delivered to OSU in the manner stated in an award notification.

8.8.2 Work/Services Commencement. Work/Services shall not commence until execution of a Contract and subsequent issuance of a notice to proceed letter with the selected Offeror.

9.0 EXHIBITS

- Exhibit A Sample Design Professional's Agreement
- Exhibit B Hinsdale Wave Laboratory Existing and Proposed Floor Plans
- Exhibit C Hinsdale Wave Laboratory Improvement Study
- Exhibit D Hinsdale Wave Research Lab Remodel Pre-Design Study

END OF RFP

DESIGN PROFESSIONAL'S AGREEMENT

PROJECT NAME

CONTRACT NUMBER

OREGON STATE UNIVERSITY

This DESIGN PROFESSIONAL'S AGREEMENT (the "Agreement") is made between

the "Design Professional": Design Professional Name
Design Professional Address
Design Professional Address

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

(The Design Professional and the Owner are referred to collectively as the "Parties" and individually as a "Party")

WHEREAS, the Owner desires to have the assistance of the Design Professional to provide _____ Services for the Project identified as _____ for Oregon State University at City, Oregon (the "Project"); and

WHEREAS, the Design Professional, with the aid of certain consultants (the "Consultants"), is willing and able to perform such Services in connection with the Project;

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

I. RELATIONSHIP BETWEEN THE PARTIES

A. Project Background.

_____.

B. Scope of the Project. The scope of the Project includes the following:

_____.

C. Scope of Services. The scope of Services to be performed under this Agreement includes the following: Provide programming, schematic design, design development, construction documents, bidding/permitting, and construction administration which includes record documentation and project closeout services in support of the Project.

The scope is further described in the Design Professional's proposal dated XXXX, signed by XXXX attached hereto and incorporated herein by this reference as "Exhibit 1".

D. Critical Date Schedule. The Design Professional shall perform the Services according to the following critical date schedule:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

E. Effective Date. This **Agreement** is effective on the date it has been signed by every **Party** hereto (the "**Effective Date**"). No **Services** shall be performed or payment made prior to the **Effective Date**.

F. Defined Terms. In addition to any terms defined elsewhere in the body of this **Agreement**, certain terms that are capitalized or set forth in bold letters throughout the **Agreement** are defined as follows:

"**Additional Services**" means additional **Services** performed by the **Design Professional** that are beyond the scope of the **Basic Services** described in **Section VII**, based on hourly rates for **Design Professional** personnel or **Consultants**, plus **Reimbursable Expenses**, in accordance with an agreed-upon schedule of charges, and performed by the **Design Professional** after the **Owner** has given prior written authorization to proceed with performance of the **Services** and the **Parties** have executed an amendment or supplement to this **Agreement**, as more particularly described in **Section VIII** of this **Agreement**.

"**Basic Services**" are those **Services** more particularly described in **Subsections A., B., C., D. and E. of Section VII.** of this **Agreement**.

"**Construction Budget**" means the **Construction Contract** amount, inclusive of **Direct Construction Cost**, general conditions costs and **CM/GC/Contractor** fee.

"**Construction Contract**" is defined as the contract entered into between the **Owner** and the **Contractor** to provide all **Work** necessary to construct the **Project**, including the original base contract for construction of the **Project**, and all exhibits to the contract for construction, any amendments to the **Construction Contract** and all approved change orders.

"**Construction Documents**" means drawings, specifications and other documents setting forth in detail the requirements for construction of the **Project**, as well as the documents pertaining to bidding and contracting for the construction of the **Project**.

"**Contractor**" is defined as the general contractor/construction manager ("**CM/GC**") or the person or entity that is awarded the contract to construct the **Project**.

"**Design and Construction Standards**" means the OSU Construction Standards in effect at the time of the **Effective Date** of this **Agreement**. Current OSU Construction Standards can be found here: <http://fa.oregonstate.edu/cpd-standards>.

"**Direct Construction Cost**" means the cost to the **Owner** of all divisions of construction, including portable equipment only if designed or specified by the **Design Professional** for inclusion in the construction specifications.

"**Diverse Business**" shall include minority business enterprises (MBE), women owed business enterprises (WBE), emerging small businesses (ESB), and service disabled veteran owned businesses (SDVOB) as described by the State of Oregon (www.oregon.gov/das/OPM/Pages/cobid.aspx).

"**Diverse Business Report**" means an accurate report by the **Design Professional** to the **Owner** describing Diverse Business participation . The Diverse Business Report shall include the total number of contracts and subcontracts awarded to state certified or self-certified diverse business enterprises with

specific diversity category identified and the dollar value of their respective contracts and subcontracts during the course of the **Project**.

“**Punch List**” means a document prepared near the end of the **Construction Administration** phase **Services** listing **Work** not conforming to the **Construction Documents** that the **Contractor** or **CM/GC** must complete prior to final completion under the **Construction Contract**.

“**Reimbursable Expenses**” are those expenses described in **Sub-section B. of Section III** of this **Agreement**.

“**Services**” are all those services to be performed by the **Design Professional** under the terms of this **Agreement**.

“**Work**” is defined as the furnishing of all materials, labor, equipment, transportation, services, and incidentals for the construction of the **Project** by the **Contractor** that is eventually awarded the **Construction Contract** for the **Project**.

G. Directives for Performance of the Services.

1. The **Design Professional** shall provide, with the assistance of the **Consultants**, the professional **Services** more particularly described in **Section VII** below for this **Project**.

2. The **Design Professional** shall provide a schedule for the performance of the **Services** upon execution of this **Agreement**. **Time is of the essence in the performance of this Agreement.**

3. The **Construction Budget** for the **Project** is currently estimated at \$ _____. **Design Professional** shall design **Project** to _____% of **Construction Budget**.

4. The **Design Professional** shall fully cooperate with **Owner** to meet all **Project** budgets. **Owner** understands that **Design Professional**, in providing opinions of probable construction cost, has no control over the cost or availability of labor, equipment, or materials, or over market conditions or **Contractor's** method of pricing, and that **Design Professional's** opinions of probable construction costs are made on the basis of **Design Professional's** professional judgment and experience. **Design Professional** makes no warranty, express or implied, that the bids or the negotiated cost of the **Work** will not vary from **Design Professional's** opinion of probable construction cost. In the event the **Design Professional's** opinion of probable construction cost exceeds the budget for the **Project** listed in **Sub-section 3** above by any amount during the design phase, or in the event the bids or negotiated cost of the **Work** exceed the budget for the **Project** listed earlier in this Section by more than 10 percent, **Design Professional**, upon notice from **Owner** and prior to the award of the **Construction Contract**, agrees to modify, at **Design Professional's** sole expense, **Design Professional's** schematic design documents, design development documents or construction documents (or with **Owners** approval those portions of those documents where opinions of probable construction costs or bids exceeded the budget or stipulated percentage). This redesign effort shall constitute **Design Professional's** sole responsibility with respect to its opinions of probable construction cost, and **Design Professional** agrees to cooperate with **Owner** in revising the **Project** scope and quality in order to reduce the opinion of probable construction cost, or the bids or negotiated price, so that they do not exceed the **Project** budget.

5. The **Design Professional** shall provide all **Services** for the **Project** in accordance with the terms and conditions of this **Agreement**. The **Design Professional's** performance of **Services** shall be as a professional Design Professional to the **Owner** to perform the professional services necessary for the **Project**, and to provide the technical documents and supervision required to achieve the **Owner's Project** objectives.

6. In administering this **Agreement**, the **Owner** may employ the services of an independent project manager and other consultants as needed to fulfill the **Owner's** objectives.
7. The **Design Professional** shall designate a project manager, who shall represent the **Design Professional** throughout all phases of the **Project**, and to whom all communication pertaining to the **Project** shall be addressed. The designated project manager shall be experienced and capable in effectively coordinating a multi-disciplined **Consultant** team.
8. The **Design Professional** shall utilize the key personnel and **Consultants** identified on the attached **Exhibit 2** in the performance of the **Services** for the **Project**. The key personnel must include the project manager required in paragraph 7 above. In addition to the full names, titles/positions and a summary of the duties and Services to be performed by the key personnel and **Consultants** that are included in the attached **Exhibit 2**, the **Design Professional** agrees to promptly provide such additional information on the professional background of each of the assigned key personnel and **Consultants** as may be requested by the **Owner**. The **Design Professional** acknowledges that the **Owner's** award of this **Agreement** to the **Design Professional** was made on the basis of the unique background and abilities of the **Design Professional's** key personnel and **Consultants** originally identified in the **Design Professional's** solicitation response. Therefore, the **Design Professional** specifically understands and agrees that any attempted substitution or replacement of a key person or **Consultant** by the **Design Professional**, without the written consent of the **Owner**, shall constitute a material breach of this **Agreement**. In the event that key personnel or **Consultants** become unavailable to the **Design Professional** at any time, **Design Professional** shall replace the key personnel and **Consultants** with personnel or **Consultants** having substantially equivalent or better qualifications (including applicable professional licensing) than the key personnel or **Consultants** being replaced, as confirmed and approved by **Owner**. Likewise, the **Design Professional** shall remove any individual or **Consultant** from the **Project** if so directed by **Owner** in writing following discussion with the **Design Professional**, provided that **Design Professional** shall have a reasonable time period within which to find a suitable replacement. **The Design Professional represents and warrants that the key personnel and Consultants that are considered professional-in-charge (stamping architect(s) or engineer(s) in their respective discipline and identified on the attached Exhibit 2 are fully licensed to perform the particular Services assigned to them on the Project.**
9. **Design Professional** shall make no news release, press release or statement to a member of the news media regarding this **Project** without prior written authorization from **Owner**.

II. DESIGN PROFESSIONAL'S STANDARD OF CARE; REPRESENTATIONS AND WARRANTIES

By execution of this Agreement, the Design Professional agrees that:

- A. Standard of Care.** The **Design Professional** shall perform the **Services** in accordance with the professional skill, care and standards of other professionals performing similar services under similar conditions; and will perform such **Services** pursuant to the standard of care set forth in this **Section II**.
- B.** When applicable law requires that **Services** be performed by licensed professionals, the **Design Professional** shall or shall require its **Consultants** to provide those **Services** through qualified professionals licensed in Oregon. Wherever a deliverable is identified as "Engineered" or "Stamped", or any item is described as "Engineered", the deliverable shall have been at a minimum reviewed, agreed to, signed and stamped by a professional engineer ("PE") licensed in the state of Oregon. In addition, and when required by Oregon Structural Specialty Code, a Structural Engineer ("SE") licensed in the state of Oregon shall stamp applicable deliverables. The PE or SE, as applicable, signing a document shall be licensed and experienced in the appropriate branch of engineering for the deliverable. Where the PE or SE, as applicable, experience is not directly relatable, a subject matter expert may review and sign the delivery in addition to the PE or SE, as applicable sign off. Upon request from the **Owner**, the **Design Professional** shall provide full Curriculum Vitae's (showing their experience/expertise in the area) for all PE's and SE's, as applicable, and subject matter experts who sign off on

deliverables. The **Owner** understands and agrees that the services of the **Design Professional**, and **Consultants** are performed for the benefit of the **Owner**.

C. Performance Requirements. In addition to performing the **Services** in accordance with the professional skill, care and standards of other professionals performing similar services under similar conditions, the **Design Professional** shall perform the **Services** in accordance with the following requirements:

1. All plans, drawings, specifications, and other documents prepared by the **Design Professional** shall be prepared in accordance with its standard of care set forth in this Agreement in an effort to accurately reflect, incorporate, and comply with all applicable laws, rules, and regulations and shall be complete and functional for the purposes intended (except as to any deficiencies which are due to causes beyond the control of **Design Professional**);
2. All plans, drawings, specifications, and other documents prepared by the **Design Professional** pursuant to this **Agreement** shall accurately reflect existing conditions for the scope of the **Services** to be performed;
3. The **Project**, if constructed in accordance with the intent established by such plans, drawings, specifications, and other documents, shall be structurally sound and a complete and properly functioning facility suitable for the purposes for which it is intended;
4. The **Design Professional** shall be responsible for any negligent inconsistencies or omissions in the plans, drawings, specifications, and other documents prepared by the **Design Professional** and its **Consultants**. While **Design Professional** cannot guarantee that the various documents required under this **Agreement** are completely free of all minor human errors and omissions, it shall be the responsibility of **Design Professional** throughout the period of performance under this **Agreement** to use due care and perform with professional competence. **Design Professional** will, at no additional cost to **Owner**, and regardless of the time of discovery of errors and omissions, correct any and all errors and omissions in the plans, drawings, specifications, and other documents prepared by **Design Professional** and its **Consultants**. Except as provided in **Section VIII** of this **Agreement** and at no additional cost, **Design Professional** further agrees to render assistance to **Owner** in resolving other problems relating to the design of, or specified materials used in, the **Project**;
5. Any review or acceptance by the **Owner** of **Services**, plans, drawings, specifications and other documents prepared by the **Design Professional** will not relieve the **Design Professional** of any responsibility for complying with the standard of care set forth herein. The **Design Professional** is responsible for all **Services** to be performed under this **Agreement**, and agrees that it will be liable for all its negligent acts, errors, or omissions, if any, relative to the **Services**.
6. The representations and warranties set forth in this Section are in addition to, and not in lieu of, any other representations or warranties provided.
7. The **Design Professional** shall ensure that the **Project** complies with (1) all applicable codes; (2) the most current as of the date of permit submittal ADA Standards for Accessible Design, employing universal design principles as described in the **Design and Construction Standards**; (3) Requirements for Sustainable Development (“**RSD**”), as described in the **Design and Construction Standards**; and (4) applicable OSU Standards and policies. In addition the **Design Professional** shall ensure that the **Project** allows for access to programs, activities, and services in the most integrated setting possible;

D. Design Professional's Representations and Warranties. **Design Professional** represents and warrants to **Owner** that:

1. **Design Professional** has the power and authority to enter into and perform this **Agreement**;

2. When executed and delivered, this **Agreement** shall be a valid and binding obligation of the **Design Professional** enforceable in accordance with its terms;
3. **Design Professional** shall, at all times during the term of this **Agreement** be duly licensed to perform the **Services**, and if there is no licensing requirement for the profession or **Services**, be duly qualified and competent;
4. The **Design Professional** is an experienced Design Professional firm having the skill, legal capacity, and professional ability necessary to perform all the **Services** required under this **Agreement** and to design or administer a project having this scope and complexity;
5. The **Design Professional** has the capabilities and resources necessary to perform the obligations of this **Agreement**;
6. The **Design Professional** either is, or in a manner consistent with the Standard of Care set forth in this **Agreement** will become, familiar with all current OSU Standards and policies, laws, rules, and regulations which are applicable to the design and construction of the **Project**.

III. COMPENSATION

The maximum, not-to-exceed, total amount payable under this **Agreement** is \$ _____ (the "**Maximum Compensation**"), for the combination of **Basic Services** and **Reimbursable Expenses**. The **Maximum Compensation** cannot be increased without a fully executed amendment to this **Agreement**. **Design Professional** progress payments shall be made according to the provisions and schedule set forth in **Section IV** of this **Agreement**. The **Maximum Compensation** is more particularly described as follows:

- A. **Basic Services:** The **Design Professional** shall perform the **Basic Services**, directly or through the **Consultants**, on a time and materials basis not to exceed \$ _____ .
 1. **Fee for Consultants Services:** **Owner** shall only reimburse **Design Professional** for the actual, direct costs of **Services** performed by its **Consultants**, and shall not reimburse **Design Professional** for any overhead or mark-up of costs added to the direct cost of a **Consultants Services** at any tier.
- B. **Reimbursable Expenses:** The **Owner** shall reimburse the **Design Professional** for any allowable **Reimbursable Expenses**, up to a maximum amount of \$ _____ .
 1. **Reimbursable Expenses** for the **Project** mean actual direct expenditures (without overhead, fee, markup or profit) made by the **Design Professional** and its **Consultants** in the interest of the **Project** for the following items: long-distance communications; reproductions (when approved in advance by the **Owner**), postage and handling of plans, drawings, specifications and other documents (excluding reproductions for the office use of the **Design Professional** and its **Consultants**); mileage and travel expenses more particularly described in **Exhibit 3**; data processing and photographic production techniques; and renderings, models and mock-ups requested by the **Owner**. The **Reimbursable Expenses** will be reimbursed at cost, except travel expenses. Charges for travel expenses will be reimbursed at cost, but not in excess of the rate allowed Oregon State University employees. Travel expenses are only reimbursable when **Services** are rendered in excess of 25 miles from **Design Professional's** or **Consultant's** office. Reimbursement for reproductions must be pre-approved by the **Owner**.
- C. **Additional Services:** The **Owner** will compensate the **Design Professional** for **Additional Services** performed by the **Design Professional**, whether directly or through its **Consultants**, beyond the scope of the **Basic Services** described in **Section VII**, based on hourly rates for **Design Professional** personnel or **Consultants**, plus **Reimbursable Expenses**, in accordance with the hourly rates identified in **Exhibit 4** for the

duration of this **Agreement** (except in the case of a suspension and reactivation of performance beyond the date agreed to by the **Parties**, as more particularly described in **Section XX**, but only when the **Owner** has given prior written authorization and the **Parties** have executed an amendment to this **Agreement**).

1. **Fee for Consultants Services: Owner** shall only reimburse **Design Professional** for the actual, direct costs of **Additional Services** performed by its **Consultants**, and shall not reimburse **Design Professional** for any overhead or mark-up of costs added to the direct cost of a **Consultants Additional Services** at any tier.
2. The hourly rates contained in **Exhibit 4** shall also be used to determine amounts owed the **Design Professional** in the event this **Agreement** is terminated as provided in **Section XIX, D.1**, or suspended pursuant to **Section XX**. Any amounts so derived may not exceed the limitations for each phase as specified by **Section IV** hereof.

IV. PAYMENTS

Monthly progress payments shall be made following **Owner's** review and approval of the invoices and required documentation, acceptance of the **Services** performed, and approval of **Reimbursable Expenses** incurred during the preceding month to the following address:

Oregon State University (OSU)
 OSU Financial Services
 University Facilities, Infrastructure and Operations
 Western Building
 850 SW 35th Street
 Corvallis, OR 97333
 Email: Facservcontracts@oregonstate.edu

Invoices shall be submitted to the **Owner** no later than the 20th of the month for the work completed in the previous month. Payment may not be made for **Reimbursable Expenses** incurred in excess of 90 Days after actual charged incurred.

Payment requests shall be submitted in the form and format stipulated by the **Owner**.

Per OSU Standards, overdue claims are those that have not been paid within forty-five (45) days on the later of the date of receipt of an accurate invoice and required supporting documentation or the date the claim is made certain by agreement of the parties or by operation of law. However, overdue account charges will not accrue during time of civil emergency or in the event of a natural disaster that prevents the timely payment of accounts. In such instances, accounts will be paid in as timely a manner as possible. The maximum overdue charge will be at a rate of two-thirds of one percent per month, but not more than eight percent per annum.

Payments to the **Design Professional** for such **Services** performed and invoiced will be made for each phase as follows, with final payment for each phase subject to written acceptance of the phase by the **Owner**. The total of all payments for **Basic Services** shall not exceed the maximum amount set forth in **Section III.A.** for **Basic Services**, and the total of all payments for **Reimbursable Expenses** shall not exceed the maximum amount set forth in **Section III.B.** for **Reimbursable Expenses**. 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 below for each phase, subject to **Owner's** acceptance of the **Services** and any deliverables for each phase. Notwithstanding "not to exceed" limits established below for each phase of **Services**, should an individual phase of design, beginning with pre-design/schematic design, 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 through a fully executed amendment. At the completion of the **Project**, any remaining balance will revert to the **Owner** through a fully executed amendment.

- A. **Pre-Design/Schematic Design Phase:** not to exceed \$ _____
- B. **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 \$ _____

No deduction shall be made from the **Design Professional's** fee on account of penalty, liquidated damages, or other sums withheld from payment to the **Contractor**.

Upon completion of all Services under this **Agreement** and precedent to **Owner's** obligation to make final payment, **Design Professional** shall certify, in writing, that the **Design Professional** has completed **Design Professional's** obligations under the **Agreement** by indicating "Final Billing" on final invoice to **Owner**.

F. Diverse Business Report Requirement. **Design Professional** shall deliver to **Owner** the **Diverse Business Report** described in Section I.F. Timely receipt of **Diverse Business Report** shall be a condition precedent to **Owner's** obligation to pay any final payments otherwise due.

- 1. **Design Professional** shall submit a **Diverse Business Report** as a condition of final payment. The **Diverse Business Report** shall include the total number of contracts and subcontracts awarded to **Diverse Business** enterprises as **Consultants** and the dollar value of their respective contracts and subcontracts during the course of the **Project**.

V. SERVICES OF DESIGN PROFESSIONAL'S CONSULTANTS

The **Consultants** shall be paid by the **Design Professional** out of the **Maximum Compensation**, and the **Parties** understand and agree that the **Owner** has no direct or indirect contractual obligation or other legal duty to pay the **Consultants** or ensure that the **Design Professional** makes full and timely payment to the **Consultants** for **Consultant** services rendered on the **Project**. Services performed by the **Design Professional** through the **Consultants** shall be included on **Design Professional** invoices at the **Design Professional's** cost, without markup. The **Design Professional** shall provide to the **Owner** copies of the **Consultant's** invoices submitted to the **Design Professional**, along with the **Design Professional's** requests for payment that are submitted to the **Owner** under this **Agreement**.

VI. TIME OF PERFORMANCE

This **Agreement** shall take effect on the **Effective Date** and **Design Professional** shall perform its obligations according to this **Agreement**, unless terminated or suspended, through final completion of Project construction and completion of all warranty work.

VII. DESIGN PROFESSIONAL'S SERVICES

A. Pre-Design/Schematic Design Phase

In consultation with the **Owner**, and in compliance with the **Design and Construction Standards**, the **Design Professional** 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, structural, mechanical 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 **Consultant** team, **Owner** 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; space needs, budget, availability of utilities, effect of codes and ordinances, safety and energy requirements, access to all spaces for all people, historical character of the building, and any other factors and design criteria identified by Owner, Consultant team or Design Professional.;
 4. based on the most recent Owner approved program requirements, develop schematic design studies consisting of drawings, and other documents for the **Owner's** approval;
 5. provide documents suitable for submission to the City of Corvallis for the Oregon State University Pre-Development Plan Review, as required the Owner;
 6. provide to the **Owner** the required documents for the approval of various governmental agencies having jurisdiction over the **Project**; **Owner** shall pay for all required appeals and plan review fees;
 7. submit to the **Owner** an estimate, consistent with the requirements of **Section I.G.4** above and prepared by an independent cost estimator, of the probable **Construction Budget** of the **Project** based upon current area, volume or other appropriate unit costs, and compare and reconcile this independent cost estimate with a separate, independent cost estimate obtained by the **Owner**;
 8. if the **Contractor** for the **Project** is a **CM/GC**, the **Design Professional** shall perform the following **Services** associated with preparation of the probable **Construction Budget** of the **Project**:
 - a. In lieu of performing the **Construction Budget** estimating **Services** described in **Section VII.A.7** above, provide cost verification **Services** related to the probable **Construction Budget** estimates that will be prepared by the **CM/GC**, including but not limited to the following:
 - 1) Review and verify the **Construction Budget** estimates provided by the **CM/GC** during, or at the end of, the schematic design phase of the **Project**; and
 - 2) Coordinate these cost verification **Services** with the **Construction Budget** estimating services to be provided by the **CM/GC**, in order to provide timely and accurate cost information to the **Owner**, in the most efficient manner reasonable under the circumstances.
 - b. Otherwise fully cooperate with the **CM/GC** for alignment of the scope of **Work** with the **Construction Budget**, constructability reviews, and otherwise during the design phase(s) and the construction phase(s) of the **Project**; and
 - c. In the event the **Construction Budget** estimates prepared by the **CM/GC** exceed the **Owner's Construction Budget**, revise the **Project** design to allow construction of the **Project** within **Owner's** budget.
- OR**
- a. In performing the **Construction Budget** cost estimate described in **Section VII.A.7** above, coordinate the **Design Professional's** performance of those **Services** with the **CM/GC** that will be performing **Construction Budget** cost estimate verification services under the **CM/GC's** contract with the **Owner**; and

- b. Otherwise collaborate fully with the **CM/GC** to reconcile the scope of Work and estimated cost to the **Construction Budget** during the Schematic Design phase of the **Project**.
 9. submit to the **Owner** the following documents, information and other data:
 - a. preliminary fire life safety review document and associated plans;
 - b. general exterior materials and interior finishes recommendations, if applicable;
 - c. a **Project** schedule delineating the estimated time required for the **Design Professional** to complete the design development, construction documents, permitting and construction administration phases of the **Project**;
 - d. recommendations by the **Consultants** (structural, mechanical, electrical) of the technical requirements necessary to implement the program requirements;
 - e. provide documentation indicating how **Design Professional** intends to meet **Owner RSD** on **Owner** provided form; and
 - f. 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. The types of documents may include but are not limited to:
 - 1) Site Plan including civil and landscape design
 - 2) Floor plans with room names and room square footage
 - 3) Roof Plan
 - 4) Primary exterior elevations
 - 5) Primary building section(s)
 - 6) Concept furniture plan
 - 7) Outline specifications
 - 8) For Renovations only – Path of travel accessibility scoping recommendations.
 - g. provide narrative for systems descriptions as necessary to describe and identify all systems associated within Project scope, including, but not limited to (and as applicable):
 - 1) MEP
 - 2) Preliminary energy analysis
 - 3) Fire detection and protection systems required for intended occupancy of the building
 - 4) Structural
 - 5) Proposed building materials
 - 6) Scope of finishes
 - 7) Furnishings and equipment (“**FFE**”)
 - 8) Scope of communication systems and Audio/Visual equipment
 - 9) Scope of access and security
 - 10) Site work issues including exterior utility connections.
 10. verify, by on-site inspection unless specifically stated otherwise by the **Owner**, prior to completion of the schematic design phase, existing conditions as required to address significant constructability issues;
 11. prepare up to xxx schematic design options illustrating the scale and relationship of **Project** components for approval by the **Owner**;
 12. perform those design **Services**, in consultation with Consultant(s), during this phase of the design, as necessary for “**Works of Art**” 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 acquisition of **Works of Art** to be part of the **Project** and consisting of consultations with the **Owner** on selection of artwork, commissioning and completion of the artwork and integration with the overall design of the **Project**;

13. perform those design **Services** as they relate to various governmental agency requirements and or provide relevant information during this phase of the design and or attend meetings with **Owner**, various governmental agencies and others as required in support of the **Project**; and

14. provide meeting agenda and presentations (to be pre-approved by Owner's Authorized Representative), and meeting minutes for review within 5 business days of the meeting (to be approved by the Owner's Authorized Representative prior to distribution) for all meetings with the **Owner**.

B. Design Development Phase

Upon notification of the **Owner's** approval of the **Services** performed by the **Design Professional** under the pre-design/schematic design phase, and upon written authorization from the **Owner** to proceed, the **Design Professional**, in consultation with the **Owner** and in compliance with the **Design and Construction Standards**, shall:

1. prepare drawings and other documents to fix and describe the size and character of the entire **Project** as to architectural, site development, structural, mechanical, acoustical 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 design development phase, existing conditions as required to address significant constructability issues;
3. submit to the **Owner**, for approval, one independent cost estimate of probable **Construction Budget** of the **Project** consistent with the requirements of **Section I.G.4** above and based upon the current unit costs referred to above, as applied to the final design, and compare and reconcile this independent cost estimate with a separate, independent cost estimate obtained by the **Owner**;
4. if the **Contractor** for the **Project** is a **CM/GC**, the **Design Professional** shall perform the following **Services** associated with preparation of the probable **Construction Budget** of the **Project**:
 - a. Review and verify any adjustments made by the **CM/GC** to the previous estimates of probable **Construction Budget** for the **Work** based upon unit costs referred to above, which might be indicated by changes in requirements or general market conditions, and report the **Design Professional's** findings to the **Owner**.

OR

 - a. Fully cooperate and coordinate with the **CM/GC** in the **Design Professional's** preparation of the **Construction Budget** estimates provided for in Sub-section 4 above.
5. assist the **Owner** to file the required documents for the approval of various governmental agencies having jurisdiction over the **Project** and at the **Design Professional's** expense revise such documents if required for approval of the Plan by the Authorities Having Jurisdiction (“**AHJ**”) (**Owner** shall pay for all required appeals and plan review fees);
6. submit to the **Owner** the following documents, information and other data:
 - a. preliminary recommendations for interior colors, finishes, and materials;

- b. building finishes package;
- c. **Project** furniture package;
- d. color boards as may be required by Project scope;
- e. mechanical systems design(s) including, but not limited to:
 - 1) mechanical plans;
 - 2) mechanical room layouts;
 - 3) mechanical equipment schedule;
 - 4) plumbing plans;
 - 5) plumbing isometrics for water, sanitary and gas piping;
 - 6) plumbing fixture schedule;
 - 7) cutsheets;
 - 8) building control systems
- f. electrical systems design(s) including, but not limited to:
 - 1) electrical plans;
 - 2) lighting schedule;
 - 3) cutsheets;
 - 4) low voltage.
- g. project manual including draft technical specifications;
- h. recommendations for additive alternates equivalent to approximately 10% of the **Construction Budget**;
- i. updated project schedule including identification of long lead time items, and recommendations for construction phasing to ensure continued operation of **Owner's** activities;
- j. equipment layouts showing location, size, and configuration of all equipment in the **Project**.
Develop the following to a degree that illustrates the building systems, materials, final appearances and nature of the structure of the building:
 - 1) structural;
 - 2) mechanical;
 - 3) plumbing;
 - 4) electrical;
 - 5) communication systems;
 - 6) audio/visual equipment;
 - 7) access/security;
- k. completed code analysis including, but not limited to reference of applicable codes and editions. Note occupancy, construction type, egress conditions and other information required by code and or the **AHJ**. Prepare initial fire life safety sheet(s) with code review to **Owner** for issuance to the **AHJ**. Issue to **AHJ** upon request by **Owner**;
- l. verification of compliance with **Design and Construction Standards**, guidelines and codes;
- m. arc flash analysis report;
- n. energy analysis including modeling and report;

- o. fire protection and detection drawings; and
 - p. structural drawings including design loads.
7. perform those design **Services**, in consultation with Consultant(s), during this phase of the design, as necessary for **Works of Art** 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 acquisition of **Works of Art** to be part of the **Project** and consisting of consultations with the **Owner** on selection of artwork, commissioning and completion of the artwork and integration with the overall design of the **Project**;
 8. perform those design **Services** as they relate to various governmental agency requirements and or provide relevant information during this phase of the design and or attend meetings with **Owner**, various governmental agencies and others as required in support of the **Project**;
 9. provide meeting agenda and presentations (to be pre-approved by Owner's Authorized Representative), and meeting minutes for review within 5 business days of the meeting (to be approved by the Owner's Authorized Representative prior to distribution) for all meetings with the **Owner**.

C. Construction Documents Phase

Upon notification of the **Owner's** approval of the **Services** performed by the **Design Professional** under the design development phase and upon written authorization from the **Owner** to proceed, the **Design Professional**, in consultation with the **Owner** and in compliance with the **Design and Construction Standards**, 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;
 - a. all revisions to drawings and specifications identified during design development and subsequent intermediate reviews shall be completed and incorporated prior to issuing construction documents for bidding purposes.
2. 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;
3. prepare specifications setting forth descriptions of materials and equipment, methods of installation, and standards of workmanship, and a complete listing of all warranties required under the technical portions of the specifications;
4. develop all required bidding information, except for Division 00;
 - a. if the **Contractor** for the Project is a **CM/GC**, the **Contractor** will provide Division 00
 - b. The **Owner** may elect to provide Division 01 in any delivery method;
5. provide the **Owner** an electronic set of the 100% complete **Construction Documents** for completion review and approval prior to advertising the **Project** for bid;
6. in addition to the electronic set of 100% complete **Construction Documents** required in 5 above, provide **Owner** a separate electronic set specifically for bid and permit (plan check) submittal. Drawings, in .pdf format, shall be separated into sets by discipline as required by the **AHJ** for submission of a permit;
7. submit to the **Owner**, for approval, a second independent cost estimate of probable **Construction Budget** of the **Project**, consistent with the requirements of **Section I.G.4** above, as applied to the final

design, and compare and reconcile this independent cost estimate with a separate, independent cost estimate obtained by the **Owner**;

8. if the **Contractor** for the Project is a **CM/GC**, the **Design Professional** shall perform the following **Services** associated with preparation of the probable **Construction Budget** of the **Project**:

a. Review and verify any adjustments made by the **CM/GC** to the previous estimates of probable **Construction Budget** for the **Work** based upon unit costs referred to above, which might be indicated by changes in requirements or general market conditions, and report the **Design Professional's** findings to the **Owner**.

OR

a. Fully cooperate and coordinate with the **CM/GC** in the preparation of the **Construction Budget** estimates provided for in Sub-section 7 above.

9. 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);

10. prepare bidding documents with approximately 10% additive alternates, in addition provide deductive alternates as required based on **Design Professional's** understanding of current bid climate;

11. 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;

d. electrical system design load calculations;

e. if the **Contractor** for the Project is not a **CM/GC**, provide updated project schedule; otherwise, coordinate with **CM/GC** to provide updated project schedule;

f. final updates to **RSD** spreadsheet; and

g. color boards and material samples;

h. written confirmation to **Owner** that **Construction Documents** are in compliance with **OSU Design and Construction Standards**;

12. perform those design **Services** during this phase of the design for **Works of Art** to be identified and incorporated into the Project, pursuant to the **1% For Art Program**, set forth in ORS 276.073 to 276.090, as amended, relating to acquisition of **Works of Art** 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**;

13. perform those design **Services** as they relate to various governmental agency requirements and or provide relevant information during this phase of the design and or attend meetings with **Owner**, various governmental agencies and others as required in support of the **Project**; and

14. provide meeting agenda and presentations (to be pre-approved by **Owner's** Authorized Representative), and meeting minutes for review within 5 business days of the meeting (to be approved by the **Owner's** Authorized Representative prior to distribution) for all meetings with the **Owner**.

D. Bidding Phase

Upon notification of the **Owner's** approval of the **Services** performed by the **Design Professional** under the construction documents phase, and upon written authorization from the **Owner** to proceed, the **Design Professional** shall:

1. assist the **Owner/CM/CG** in the bidding and award process;
2. if requested by the **Owner**, review the bids and assist in recommending the award of **Construction Contract(s)** for the **Work**;
3. coordinate with the **Owner** to ensure that all plan review/building permit criteria are reflected in the final bid documents including completion of forms required by **AHJ**;
4. attend the pre-bid conference and site visits, as applicable, at the **Project** site; and
5. If the **Contractor** for the **Project** is not a **CM/GC**, and if the lowest acceptable bid exceeds the **Construction Budget** authorized by the **Owner** by 10%, then at the **Owner's** request, and at no additional cost to the **Owner**, the **Design Professional** shall modify the drawings and specifications in order that new bids may be solicited and a **Construction Contract** award may be made within the **Construction Budget**, consistent with the requirements of **Section I.G.4** above.
6. If the **Contractor** for the **Project** is a **CM/GC**, the **Design Professional** shall perform the following **Services** associated with this bidding phase and preparation of the probable **Construction Budget** of the **Project**:
 - a. Assist the **Owner** and the **CM/GC** in soliciting subcontractor bids; and
 - b. In the event the **CM/GC's** subcontractor bids exceed the **Owner's Construction Budget** by 10%, the **Design Professional** shall, upon request of the **Owner**, and at no additional cost to the **Owner**:
 - i. revise the **Project** design to allow construction of the **Project** within **Owner's** budget;
 - ii. cooperate with and participate as necessary for the **CM/GC** to rebid or negotiate with subcontractors;
 - iii. revise **Project** program, scope or quality as required to reduce construction costs; or
 - vi. work with **Owner** to find another mutually acceptable alternative.
7. perform those design **Services** as they relate to various governmental agency requirements and or provide relevant information during this phase of the design and or attend meetings with **Owner**, various governmental agencies and others as required in support of the **Project**;
8. provide conformed set of **Construction Documents** updated to include all addenda, incorporation of all **AHJ** plan check comments and selected alternates;
9. from the conformed set of **Construction Documents**, provide a 2-dimensional CAD drawing (internally referred to as "bookplan drawing") in a simple format for each floor (and roof) – in coordination with **Owner** Space Management Office and as further detailed in the **Design and Construction Standards**.

E. Construction Administration Phase

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

1. attend the pre-construction conference at the **Project** site, or virtually, as applicable;
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** within five (5) business days after each visit, with copies of each report to the **Contractor**;
4. arrange for periodic visits of **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 as to not cause delay in the **Work**;
6. prepare any responses to requests for information, architectural supplemental information, 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. check proposed costs of any modifications to the **Construction Contract** and recommend acceptance or rejection to the **Owner** (**Owner** will prepare written change orders);
9. endeavor to guard the **Owner** against defects and deficiencies in the **Work** of the **Contractor**;
10. 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 **Design Professional's** opinion, it may be necessary for the proper performance of the **Construction Contract**.
11. provide confirmation to the **Owner** in writing when the final **Punch List** has been fulfilled to the **Design Professional's** satisfaction;
12. conduct on-site observations to assist the **Owner** in determining the date of final completion;
13. assist the **Owner** in the implementation of the **1% For Art Program**, as applicable;
14. upon completion of the **Work**, the **Design Professional** shall, at no additional cost to the **Owner**, update CAD drawings and submit the appropriate electronic files in PDF format, AutoCAD format, and BIM (REVIT) model - compatible with AutoCAD Release latest version, drawings reflecting significant changes in the **Work** made during construction based on marked-up **Contractor** supplied as-built documentation, drawings and other data furnished by the **Contractor** to the **Design Professional** (the "**Record Documents**"), as further detailed in the **Design and Construction Standards**;
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**; and

16. perform those design **Services** as they relate to various governmental agency requirements and or provide relevant information during this phase of the design and or attend meetings with **Owner**, various governmental agencies and others as required in support of the **Project**.

VIII. ADDITIONAL SERVICES

A. Copies of Construction Documents. The **Design Professional** shall furnish hard copies of all **Construction Documents** upon the written request of the **Owner**. The **Owner** shall reimburse the **Design Professional** at the actual cost of reproduction.

B. Conditions Required to Support Additional Compensation. The **Design Professional** shall be paid, subject to executed amendments, for extra expenses and services involved if:

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 **Construction Budget** of the **Project** within the allowance specified in **Section I**);
2. damage occurs as a result of fire or other casualty to the structure;
3. the **Contractor** becomes delinquent or insolvent and the delinquency or insolvency creates additional work for the **Design Professional**;
4. the **Design Professional's** attendance is required at **AHJ** public and planning board presentations;
5. 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;
6. the **Owner** requests the selection, specification, coordination, and or installation of new or existing furniture, fixtures or equipment ("**FFE**") outside the scope of the **Project**;
7. the **Owner** requests **Additional Services** not identified under the **Basic Services** provision of this **Agreement**, such as study models, renderings, etc.;
8. the **Owner** requests that the **Design Professional** perform **Services** related to:
 - a. preparation of other **Owner** requested agency forms;
 - b. preparation of way finding or donor signage.

IX. SURVEY, BORINGS AND TESTS

The **Owner** shall, so far as the **Services** under this **Agreement** may require, furnish the **Design Professional** the following information:

A. Survey. A complete and accurate survey of the **Project** site, giving the grades and lines of streets, pavements, and adjoining properties and/or scale drawings reasonably representing existing conditions;

B. Project Site Conditions; Utilities. The rights, restrictions, easements, boundaries, and contours of the **Project** site and full information as to sewer, water, gas and electrical service, existing utility tunnels, lines, etc. on site;

C. Geotechnical Reports. Geotechnical investigation reports with recommendations for soil bearing capacities.

The **Owner** will pay for chemical, mechanical or other tests when required. The **Owner** does not warrant the accuracy of any of the information so provided. The **Design Professional** will not be held responsible for errors due to inaccuracy of any of the information so provided.

X. DESIGN PROFESSIONAL'S RESPONSIBILITIES IN REGARD TO ASBESTOS AND OTHER HAZARDOUS SUBSTANCES

The **Owner** anticipates that the **Services** under this **Agreement** will not involve the removal of and destruction of asbestos, asbestos-related materials, hazardous substances or other hazardous materials (collectively the "**Hazardous Substances**"). The **Owner** shall contract separately for the identification and removal of any **Hazardous Substances**, either prior to the commencement of this **Project** or at such time as such **Hazardous Substances** are detected. The **Design Professional** shall not and does not prescribe any safety measure or abatement procedure and is not responsible for any act or omission relating to the acts of the **Owner**, consultant hired by the **Owner**, the contractor, or subcontractor which the **Owner** selects relating to the abatement of such **Hazardous Substances**.

XI. INSURANCE PROVISIONS

During the term of this **Agreement**, **Design Professional** shall maintain in full force and at its own expense each insurance coverage or policy noted below, from insurance companies or entities with an A.M. Best rating of A-VII or better that are authorized to transact the business of insurance and issue coverage in the State of Oregon. **Design Professional** shall ensure that each of its **Consultants** and subcontractors complies with the requirements of this **Section XI**:

A. Workers' Compensation - All employers, including **Design Professional**, that employ subject workers who work under this **Agreement** in the State of Oregon shall comply with ORS 656.017 and provide the required Oregon workers' compensation coverage, unless such employers are exempt under ORS 656.126. All employers, including **Design Professional**, that employ workers who work under this **Agreement** outside of Oregon shall provide Worker's Compensation coverage under the laws applicable to such workers.

B. Commercial General Liability - Design Professional shall secure Commercial General Liability insurance with a limit of not less than \$2,000,000 each occurrence and \$4,000,000 aggregate for bodily injury, up to and including death, property damage liability, personal/advertising injury, products and completed operations coverage and contractual liability coverage for the indemnity provided under this **Agreement**. The policy shall include a waiver of subrogation clause and a separation of insureds clause (cross liability). **Design Professional** shall ensure that each of its **Consultants** and subcontractors secures and maintains Commercial General Liability insurance with a limit not less than \$1,000,000 each occurrence and \$2,000,000 annual aggregate.

C. Automobile Liability - Design Professional shall secure Automobile Liability insurance with a combined single limit of not less than \$1,000,000 per accident, for bodily injury and property damage, including coverage for all owned, hired, or non-owned vehicles, as applicable. This coverage may be written in combination with the Commercial General Liability Insurance. .

D. Professional Liability/Errors & Omissions - Design Professional shall provide the **Owner** with proof of coverage for Professional Liability/Errors & Omissions insurance covering any damages caused by any negligent error, omission, or any act for the **Project**, its plans, drawings, specifications or project manual, and all related work product of the **Design Professional**. The policy may be either a practice based policy or a policy pertaining to the specific **Project**. Professional Liability insurance to be provided shall have limits of not less than \$3,000,000 each claim, incident or occurrence and \$3,000,000 annual aggregate. **Design Professional** shall ensure that each of its major **Consultants** and subcontractors (including structural, civil, mechanical, plumbing,

electrical engineering, survey, geotechnical and materials testing) secures and maintains Professional Liability/Errors & Omissions with limits not less than \$2,000,000 each claim, incident or occurrence and \$2,000,000 annual aggregate. All other **Consultants** and subcontractors not listed above shall have limits not less than \$1,000,000 each claim, incident or occurrence and \$1,000,000 annual aggregate.

E. "Tail" Coverage. If any of the required liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of the **Agreement** for a duration of thirty-six (36) months or the maximum time period available in the marketplace if less than thirty-six (36) months. **Design Professional** will be responsible for furnishing certification of "tail" coverage as described or continuous "claims made" liability coverage for thirty-six (36) months following **Owner's** acceptance of and final payment for the **Design Professional's Services**. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of this **Agreement**. This will be a condition of the final acceptance of **Work or Services** and related warranty, if any.

F. Certificate of Insurance. Upon request by the Owner, OR [Prior to the signature by the **Owner** to this **Agreement**], **Design Professional** shall furnish to the appropriate university official Certificates of Insurance and required endorsements as evidence of the insurance coverages required under this **Agreement**. The insurance policies will be endorsed/amended so that the insurance company or companies shall give a thirty (30) calendar day notice (without reservation) if the applicable policy is suspended, voided, canceled or materially changed, or if the aggregate limits have been reduced, except when cancellation is for non-payment, then a ten (10) days' notice may be given, to the **Owner's** Representative set forth in **Section XXX** below. The certificate(s) should state specifically that the insurance is provided for this **Agreement**. Policies will be endorsed to show required cancellation provisions, and copies of the endorsement will be attached to the certificate of insurance. Insuring companies are subject to acceptance by the **Owner**.

G. Additional Insureds. All policies, except for Workers' Compensation and Professional Liability/Errors & Omissions, shall be endorsed so that the **Owner**, and its officers, trustees, agents, and employees are Additional Insureds with respect to the **Design Professional's Services** to be provided under this **Agreement**.

H. Waiver of Subrogation. Except as respects to Professional Liability/Errors and Omissions, the **Design Professional** agrees to waive all rights of subrogation against the **Owner** and its trustees, officers, employees and agents for losses arising from the work performed under this **Agreement**.

XII. INDEMNITY

A. Indemnification. **Design Professional** shall indemnify, hold harmless and defend the **Owner** and its trustees, officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses, including reasonable attorneys' fees and costs, of whatsoever nature (Claims) resulting in any way from, arising out of, or relating to the activities, including professional services, of the **Design Professional** or the **Design Professional's Consultants**, partners, joint venturers, subcontractors, officers, agents or employees, or caused by any willful or negligent error, omission, or act of the **Design Professional**, or any person employed by it, or anyone for whose acts the **Design Professional** is legally liable while acting under or pursuant to this **Agreement** or any supplement or amendment hereto. The **Design Professional's** obligation to indemnify and hold harmless the **Owner** and its trustees, officers, employees and agents does not include a duty to defend for Claims arising from professional services.

B. Owner Defense Requirements. Notwithstanding the foregoing defense obligations of the **Design Professional**, neither the **Design Professional** nor any attorney engaged by the **Design Professional** shall defend any claim in the name of the **Owner**, nor purport to act as legal representative of the **Owner**, without the prior written consent of the **Owner's** General Counsel. The **Owner** may, at any time at its election assume its own defense and settlement in the event that it determines that the **Design Professional** is prohibited from defending the **Owner**, that **Design Professional** is not adequately defending the **Owner's** interests, that an important governmental principle is at issue, or that it is in the best interests of the **Owner** to do so. The **Owner** reserves all

rights to pursue any claims it may have against the **Design Professional** if the **Owner** elects to assume its own defense.

C. Consultants Agreements. Each agreement with **Consultants** at every tier shall provide that the **Owner** is and shall be a third-party beneficiary of such subcontract, purchase order and similar agreement, and that the **Owner** shall have the right, but not the obligation, to assert claims directly against **Consultants** for breach of contract, breach of express warranties, breach of implied warranties, including but not limited to warranties of merchantability and of fitness for a particular purpose, negligence and other claims arising out of or related to the work or the **Project**. The **Owner** and **Design Professional** acknowledge and agree that the purpose of this **Section** is to enable the **Owner**, at its discretion, and in addition to the **Design Professional**, to assert claims for damages and indemnification directly against **Consultants** that are or may be responsible for breach of the contract, defects in the work, and other damaged incurred by the **Owner** arising out of or related to the work or the **Project**.

XIII. LIMITATION OF LIABILITIES

Except for any liability of the **Design Professional** arising under or related to the **Design Professional's** failure to perform according to the standard of care or any other liability arising under or related to the **Design Professional's** representations and warranties under **Section II** of this **Agreement**, or as otherwise provided by this **Agreement**, neither **Party** shall be liable for any indirect, incidental, consequential or special damages under this **Agreement** or any damages of any sort arising solely from the termination of this **Agreement** in accordance with its terms.

XIV. RESERVED

XV. OWNERSHIP AND USE OF WORK PRODUCT OF DESIGN PROFESSIONAL

A. Work Product. Copies of plans, specifications, reports, or other materials required to be delivered under this **Agreement** ("**Work Product**") shall be the exclusive property of **Owner**. The **Owner** and the **Design Professional** intend that such **Work Product** is "Work made for Hire", of which the **Owner** shall be deemed the author. The **Design Professional** hereby irrevocably assigns to the **Owner** all of its right, title and interest in and to any and all of such **Work Products**, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. The **Design Professional** shall execute such further documents and instruments as the **Owner** may reasonably request in order to fully vest such rights in the **Owner**. The **Design Professional** forever waives any and all rights relating to such **Work Product**, including without limitation, any and all rights arising under 17 USC 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use of subsequent modifications.

B. Design Professional's Use of Work Product. The **Design Professional**, despite other conditions of this **Section**, shall have the right to utilize such **Work Product** on its brochures or other literature that it may utilize for its sales and in addition, unless specifically otherwise exempted, the **Design Professional** may use standard line drawings, specifications and calculations on other unrelated projects.

C. Owner Reuse or Modification of Work Product. If the **Owner** reuses or modifies the **Work Product** without the **Design Professional's** involvement or prior written consent, the **Owner** shall indemnify, in an amount up to two times the **Maximum Compensation** to be paid under this **Agreement**, the **Design Professional** against liability for damage to life or property arising from the **Owner's** reuse or modification of the **Work Product**, provided the **Owner** shall not be required to indemnify the **Design Professional** for any such liability arising out of the wrongful acts of the **Design Professional** or the **Design Professional's** officers, employees, **Consultants**, subcontractors, or agents.

XVI. SUCCESSORS AND ASSIGNS

The provisions of this **Agreement** shall be binding upon and shall inure to the benefit of the **Parties** and their respective successors and assigns. After the original **Agreement** is executed, **Design Professional** shall not enter into any new design professional agreements for any of the **Services** scheduled under this **Agreement** or assign or transfer any of its interest in or rights or obligations under this **Agreement**, without **Owner's** prior written consent. In addition to any additional provisions **Owner** may require, **Design Professional** shall include in any permitted **Consultant** agreement under this **Agreement** a requirement that the **Consultant** be bound by **Sections XI-INSURANCE, XII-INDEMNITY, XIII -LIMITATION OF LIABILITIES, XV-OWNERSHIP AND USE OF WORK PRODUCT OF DESIGN PROFESSIONAL, XVIII-MEDIATION, XIX-TERMINATION OF AGREEMENT; NON-AVAILABILITY OF FUNDS, XX-SUSPENSION OF AGREEMENT, XXII-FOREIGN CONTRACTOR, XXIII-COMPLIANCE WITH APPLICABLE LAWS, XXIV-GOVERNING LAW; VENUE; CONSENT TO JURISDICTION, XXV-INDEPENDENT CONTRACTOR STATUS OF DESIGN PROFESSIONAL, XXVI-ACCESS TO RECORDS and XXIX-NO WAIVER** of this **Agreement**.

XVII. NO THIRD PARTY BENEFICIARIES

Owner and **Design Professional** are the only **Parties** to this **Agreement** and are the only **Parties** entitled to enforce its terms. Nothing in this **Agreement** gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this **Agreement**.

XVIII. MEDIATION

Design Professional and **Owner**, in an effort to resolve any conflicts that may arise during the design or construction of the **Project** or following the completion of the **Project**, agree that all disputes between them arising out of or relating to this **Agreement** or any supplements hereto, shall be submitted to non-binding mediation unless the **Parties** mutually agree otherwise. **Design Professional** further agrees to include a similar provision in all agreements with **Consultants** retained for the **Project**, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements. All **Parties** agree to exercise their best effort in good faith to resolve all disputes in mediation.

Each **Party** will pay its own costs for the time and effort involved in mediation. The cost of the mediator shall be shared equally by all **Parties** to the dispute.

XIX. TERMINATION OF AGREEMENT; NON-AVAILABILITY OF FUNDS

- A. Mutual Agreement.** The **Owner** and the **Design Professional**, by mutual written agreement, may terminate this **Agreement** at any time. **Design Professional**
- B. Termination by Owner for Convenience.** **Owner** may terminate this **Agreement** in whole or in part whenever **Owner** determines that termination of the **Agreement** is in the best interest of the **Owner** or the public. The **Owner** shall provide the **Design Professional** with seven (7) Days prior written notice of a termination for **Owner's** convenience or when in the public's interest..
- C. Termination by Owner for Cause.** **Owner** may terminate this **Agreement**, in whole or in part, immediately upon notice to **Design Professional**, or at such later date as **Owner** may establish in such notice, upon the occurrence of any of the following events:
- Owner** fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to pay for the **Design Professional's Services**;

2. Federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the **Services** performed under this **Agreement** are prohibited or **Owner** is prohibited from paying for such **Services** from the planned funding source;
3. **Design Professional** no longer holds any license or certificate that is required to perform the **Services**;
4. **Design Professional** commits any material breach or default of any covenant, warranty, obligation or agreement under this **Agreement**, fails to perform the **Services** under this **Agreement** within the time specified herein or any extension thereof, or fails to perform the **Services** so as to endanger **Design Professional's** performance under this **Agreement** in accordance with its terms, and such breach, default or failure is not cured within 10 business days after delivery of **Owner's** notice, or such longer period of cure as **Owner** may specify in such notice.

D. Effect of Termination. In the event of termination of this **Agreement**:

1. Pursuant to **Sub-sections A, B, C.1 or C.2** above, the **Owner**, using the schedule of hourly rates set forth in **Section III**, and within the limitations specified in **Section V** shall compensate the **Design Professional** for all **Services** performed prior to the termination date, together with reimbursable expenses then due, and such amounts shall immediately become due and payable.
2. Pursuant to **Sub-sections C.3 or C.4** above, the **Owner** shall have any remedy available to it under this **Agreement** or at law or in equity. Such remedies are cumulative and may be pursued separately, collectively and in any order.
3. For any reason, the **Design Professional** shall immediately cease performance of **Services** under this **Agreement**, unless **Owner** expressly directs otherwise in the notice of termination, and shall provide to the **Owner** all plans, specifications, CAD drawings in electronic format and all documents, information, works-in-progress or other property that are or would be deliverables had this **Agreement** been completed.
4. For any reason, the **Design Professional** shall be responsible to the **Owner** for the quality of its **Services** and work product through the date of termination.

XX. SUSPENSION OF AGREEMENT

A. Suspension of Agreement by Owner. The **Owner** may suspend the **Parties'** performance of this **Agreement** in the event any of the following circumstances arise:

1. **Owner** fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient, as contemplated by OSU's budget and OSU determination, in its assessment and ranking of the policy objectives explicit or implicit in OSU's budget, to pay for the **Design Professional's Services**;
2. Federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the **Services** performed under this **Agreement** are prohibited or **Owner** is prohibited from paying for such **Services** from the planned funding source;
3. **Design Professional**, or one of **Design Professional's Consultants** currently performing **Services**, no longer holds any license or certificate that is required to perform the **Services**; or
4. The public interest otherwise requires suspension of performance of the **Agreement**, as reasonably determined by the **Owner**.

B. Suspension is not Termination. Any suspension of performance under this provision constitutes a temporary stoppage of performance of the **Agreement**, and does **not** constitute a termination of the **Agreement** pursuant to **Section XIX** of this **Agreement**. In the event that the condition(s) causing the suspension have been rectified and suspension is no longer required, the **Parties** will take all actions necessary to reactivate performance of the **Agreement**. In the event that the **Owner** determines that the conditions causing suspension of the **Agreement** are not likely to be rectified in a reasonable amount of time, the **Owner** retains the right to terminate this **Agreement**, pursuant to **Section XIX**. In the event of a suspension of performance pursuant to this Section of the **Agreement**, the **Design Professional** agrees to remain contractually obligated to perform the **Services** under this **Agreement** for the same hourly rates set forth in **Section III.C** of this **Agreement** for a period of three years after the **Effective Date** of the **Agreement**. If the **Agreement** is reactivated and the **Design Professional** is required to perform **Services** beyond this date or such other time period agreed to by the **Parties**, the **Parties** may negotiate updated hourly rates for the **Design Professional** and any **Consultants** and amend this **Agreement** accordingly.

C. Payments at the time of Suspension. If any **Services** performed by the **Design Professional** are suspended, the **Design Professional** shall be paid for the **Services** rendered, under the provisions and limitations of **Section I.G** and **Section IV**, in proportion to the amount of **Services** performed at the time of suspension if the suspension does not result from a design error of the **Design Professional**, a bid overrun, or other breach or default by the **Design Professional**.

XXI. SMOKE FREE CAMPUS; SEXUAL HARRASSMENT; FIREARMS

A. Smoke and Tobacco Free Campus. **Design Professional** acknowledges and agrees **Owner's** grounds and premises are smoke and tobacco free. **Design Professional** and **Design Professional's** employees, agents, **Consultants**, if any, agree not to smoke or use tobacco products while on **Owner** property.

B. Sexual Misconduct Policy. The **Owner** has policies that prohibit sexual misconduct against members of the university community and in keeping with those policies **Design Professional** and **Design Professional's** employees, agents, and **Consultants** are prohibited from engaging in sexual misconduct against members of the university community.

C. Firearms Policy. The **Design Professional** acknowledges **Owner** has adopted a policy that prohibits the possession of firearms on **Owner's** Property and agrees that **Design Professional's** employees, agents and **Consultants** will comply with such policy.

XXII. DISCLOSURE OF SOCIAL SECURITY NUMBER

Design Professional must provide **Design Professional's** Social Security number unless **Design Professional** provides a federal tax ID number. This number is requested pursuant to ORS 305.385 and OAR 150-305.0010. Social Security numbers provided pursuant to this authority will be used for the administration of state, federal and local tax laws.

XXIII. FOREIGN CONTRACTOR

If **Design Professional** is not domiciled in or registered to do business in the State of Oregon, **Design Professional** shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this **Agreement**. **Design Professional** shall demonstrate its legal capacity to perform the **Services** under this **Agreement** in the State of Oregon prior to entering into this **Agreement**.

XXIV. COMPLIANCE WITH APPLICABLE LAW

Design Professional shall comply with all OSU Standards and policies, and federal, state, county, and local laws, ordinances, and regulations applicable to the **Services** to be provided under this **Agreement**. **Design Professional** specifically agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. **Design Professional** also shall comply with the Americans with Disabilities Act of 1990 (Pub L No. 101-336), ORS 659a.142, and all regulations and administrative rules established pursuant to those laws. Failure or neglect on the part of **Design Professional** to comply with any or all such laws, ordinances, rules, and regulations shall not relieve **Design Professional** of these obligations nor of the requirements of this **Agreement**. **Design Professional** further agrees to make payments promptly when due, to all persons supplying to such **Design Professional** labor or materials for the performance of the **Services** to be provided under this **Agreement**; pay all contributions or amounts due the Industrial Accident Fund from such contractor incurred in the performance of this **Agreement**; not permit any lien or claim to be filed or prosecuted against **Owner** on account of any labor or material furnished; and pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If **Design Professional** fails or refuses to make any such payments required herein, the **Owner** may pay such claim. Any payment of a claim in the manner authorized in this Section shall not relieve the **Design Professional** or **Design Professional's** surety from obligation with respect to any unpaid claims. Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act and the Oregon Building Codes require all new construction to be accessible to people with physical limitations. **Owner** requires that all spaces in designs for new facilities and in remodel projects will be accessible to people with physical limitations.

XXV. GOVERNING LAW; VENUE; CONSENT TO JURISDICTION

This **Agreement** is to be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "**Claim**") between **Owner** and **Design Professional** that arises from or relates to this **Agreement** shall be brought and conducted solely and exclusively within the Circuit Court of Benton County for the State of Oregon; provided, however, if a **Claim** must be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by **Owner** of any form of defense or immunity, whether based on sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the United States Constitution or otherwise. **DESIGN PROFESSIONAL, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.**

XXVI. INDEPENDENT CONTRACTOR STATUS OF DESIGN PROFESSIONAL

- A. Design Professional as Independent Contractor.** **Design Professional** shall perform all required **Services** as an independent contractor. Although **Owner** reserves the right (i) to determine (and modify) the delivery schedule for the **Services** to be performed and (ii) to evaluate the quality of the completed performance, **Owner** cannot and will not control the means or manner of **Design Professional's** performance. **Design Professional** is responsible for determining the appropriate means and manner of performing the **Services**.
- B. Agency Status.** **Design Professional** is not an officer, employee, or agent of the State or **Owner** as those terms are used in ORS 30.265.
- C. Benefits; Payment of Taxes.** **Design Professional** is not a contributing member of the Public Employee's Retirement System and will be responsible for any federal or state taxes applicable to any compensation or payments paid to **Design Professional** under this **Agreement**. **Design Professional** will not be eligible for any benefits from these **Agreement** payments of federal Social Security, unemployment insurance or worker's compensation, except as a self-employed individual. If this payment is to be charged against federal funds, the **Design Professional** certifies that it is not currently employed by the federal government.

XXVII. ACCESS TO RECORDS

For not less than three (3) years after the termination or full performance of this **Agreement**, the **Owner**, and its duly authorized representatives shall have access to the books, documents, papers, and records of the **Design Professional** and the **Consultants** which are directly pertinent to this **Agreement** for the purpose of making audit, examination, excerpts, and transcripts. If for any reason, any part of this **Agreement**, or any resulting construction contract(s) is involved in litigation, **Design Professional** shall retain all pertinent records for not less than three years or until all litigation is resolved, whichever is longer. The **Design Professional** will provide full access to such documents in preparation for and during any such litigation.

XXVIII. SEVERABILITY

If any term or provision of this **Agreement** is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the **Parties** shall be construed and enforced as if the **Agreement** did not contain the particular term or provision held to be invalid.

XXIX. FORCE MAJEURE

Neither **Party** shall be held responsible for delay or default caused by an act that prevents the Party from performing its obligations under this Agreement where such cause is beyond the Party's reasonable control and the nonperforming party has been unable to avoid or overcome the act by the exercise of due diligence. Such acts or events include without limitation fire, riot, acts of nature, pandemic, epidemic or other health emergency as declared by a health authority, acts of God, terrorist acts, and other acts of political sabotage or war. The nonperforming **Party** shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this **Agreement**.

XXX. NO WAIVER

The failure of the **Owner** to enforce any provision of this **Agreement** shall not constitute a waiver by the **Owner** of that or any other provision.

XXXI. NOTICE; PARTIES' REPRESENTATIVES

Except as otherwise expressly provided in this **Agreement**, any notices to be given hereunder shall be given in writing by email followed by personal delivery, or mailing the same, postage prepaid, to **Design Professional** or **Owner** at the address set forth below, or to such other addresses or numbers as either **Party** may hereafter indicate pursuant to this Section. Any notice so addressed and mailed shall be deemed to be given seven (7) calendar days after the date of mailing. Any notice by personal delivery shall 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.

Representatives for the **Design Professional** and the **Owner** for purposes of notice and for other specific purposes provided for under this **Agreement** are:

Design Professional: Principle's Name, Title
Design Professional Name
Design Professional Address

Owner: Bruce Daley
Associate Vice President for Capital Planning and
Facilities Services
Oregon State University

850 SW 35th Street
Corvallis Oregon 97331

With a Copy to: OSU Project Manager, Project Manager
Capital Planning & Development
850 SW 35th Street
Corvallis Oregon 97331

And a Copy to: Construction Contracts Administration
Oregon State University
644 SW 13th Street
Corvallis, Oregon 97333

XXXII. CONFIDENTIALITY

Design Professional shall maintain the confidentiality of information of **Owner**, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent **Design Professional** from establishing a claim or defense in an adjudicatory proceeding. **Design Professional** shall require the **Consultants** to execute similar agreements to maintain the confidentiality of information of **Owner**.

XXXIII. CONFLICT OF INTEREST

Except with **Owner's** prior written consent, **Design Professional** shall not engage in any activity or accept any employment, interest or contribution that would or would reasonably appear to compromise **Design Professional's** professional judgment with respect to this **Project**, including without limitation, concurrent employment on any project in direct competition with the **Project**, and will provide copies of any such agreements within ten (10) days of the full execution of such agreements.

XXXIV. SURVIVAL

All rights and obligations shall cease upon termination or full performance of this **Agreement**, except for the rights and obligations set forth in **Sections II** Design Professional's Standard of Care; Representations and Warranties, **XII** Indemnity, **XIII** Limitation of Liabilities, **XV** Ownership and Use of Work Product of Design Professional, **XIX** Termination of Agreement; Non-Availability of Funds, **XXV** Governing Law; Venue; Consent to Jurisdiction, **XXVII** Access to Records, **XXXII** Confidentiality, and **XXXIV** Survival and as otherwise explicitly set forth in this Agreement

XXXI. COUNTERPARTS

This **Agreement** may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all **Parties**, notwithstanding that all **Parties** are not signatories to the same counterpart. Each copy of the **Agreement** so executed shall constitute an original.

XXXVI. MERGER CLAUSE

THIS AGREEMENT AND ANY ATTACHED EXHIBITS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES ON THE SUBJECT MATTER HEREOF. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY THE PARTY TO BE BOUND. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE

Project Name
Design Professional's Agreement #2020-00XXX
Page 27 of 31

ONLY IN THE SPECIFIED INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. **DESIGN PROFESSIONAL**, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS **AGREEMENT** AND THE **DESIGN PROFESSIONAL** AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

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

Design Professional Name, Design Professional

Oregon State University, Owner

By: _____

By: _____

Printed Name: _____

Printed Name: Bruce Daley

Title: _____

Title: Associate Vice President for Capital Planning and Facilities Services

Date: _____

Date: _____

Federal Tax ID # _____

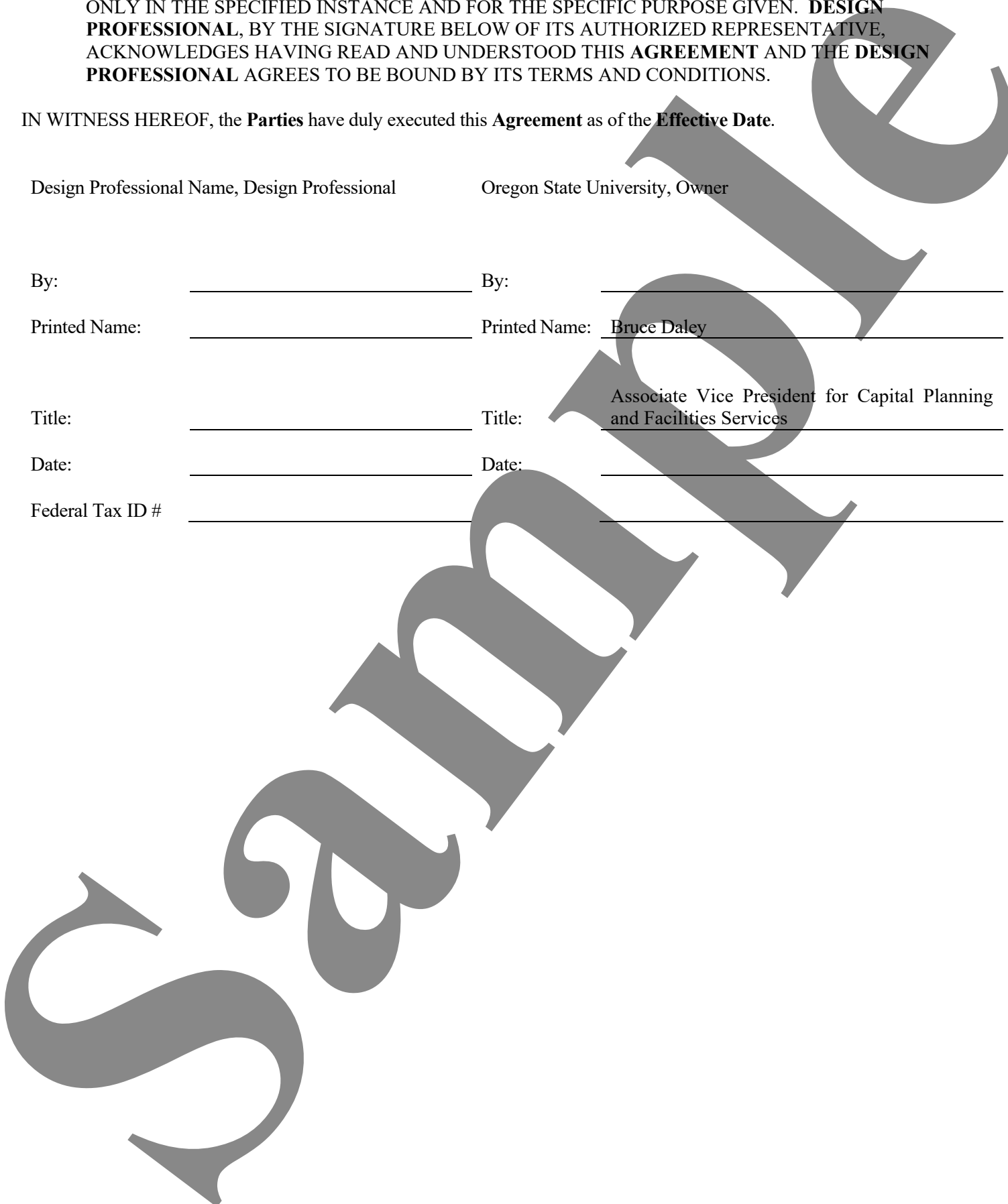


EXHIBIT 1

DESIGN PROFESSIONAL PROPOSAL

Sample

EXHIBIT 2

DESIGN PROFESSIONAL'S KEY PERSONNEL AND CONSULTANTS

Key Personnel:

Principal: _____

Senior Architectural Designer: _____

Architectural Designer: _____

Urban Designer: _____

Senior Project Manager: _____

Project Manager: _____

Production Personnel/Project Architect: _____

Senior Interior Designer: _____

Interior Designer: _____

Clerical: _____

Consultants:

Name _____

Name _____

Name _____

Name _____

Name _____

Name _____

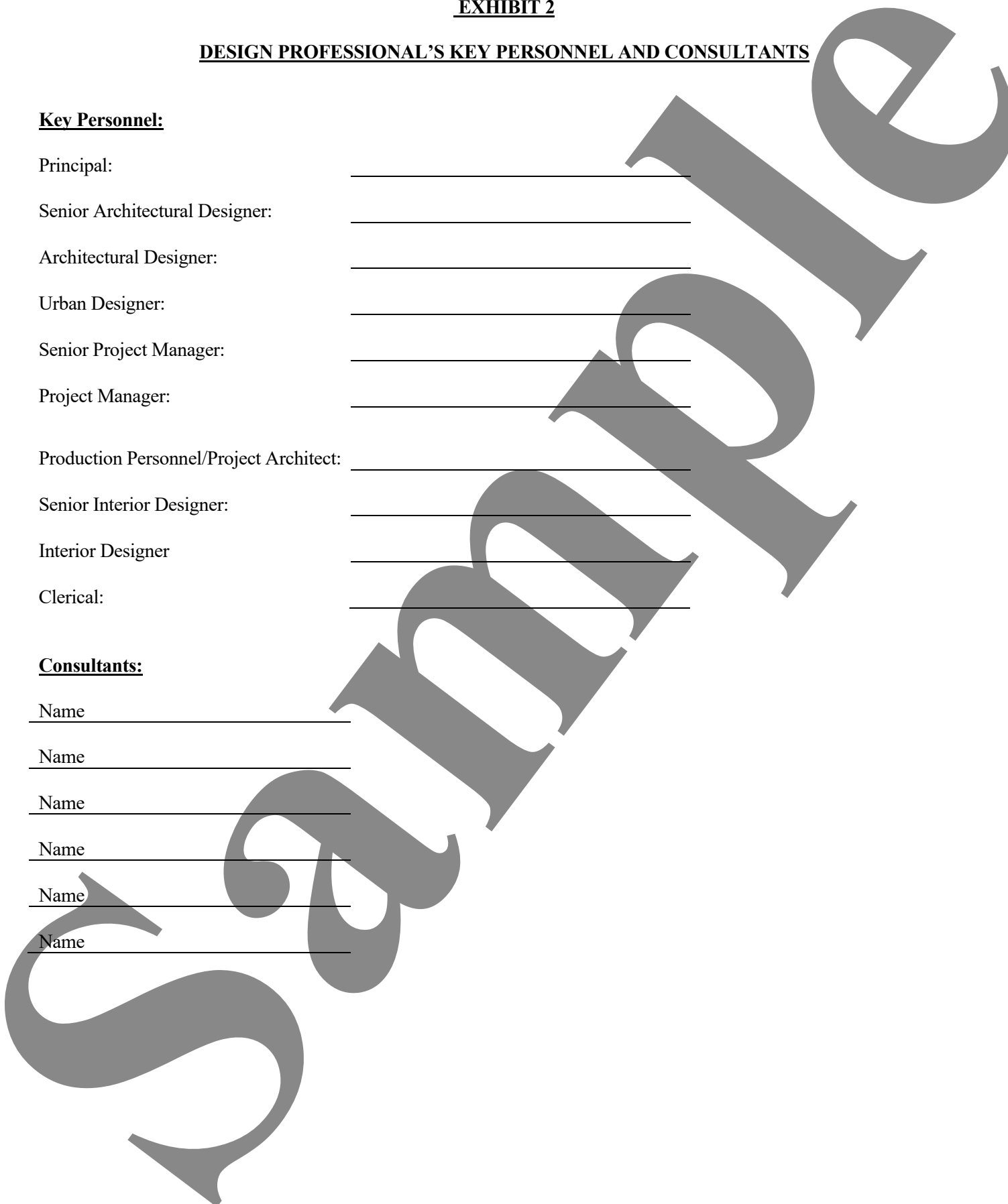


EXHIBIT 3

REIMBURSABLE EXPENSE RATES

Reimbursable Expenses shall be reimbursed by the Owner at the following rates:

- (i) cost;
- (ii) the rate allowed Oregon State University employees; or
- (iii) the following rates:

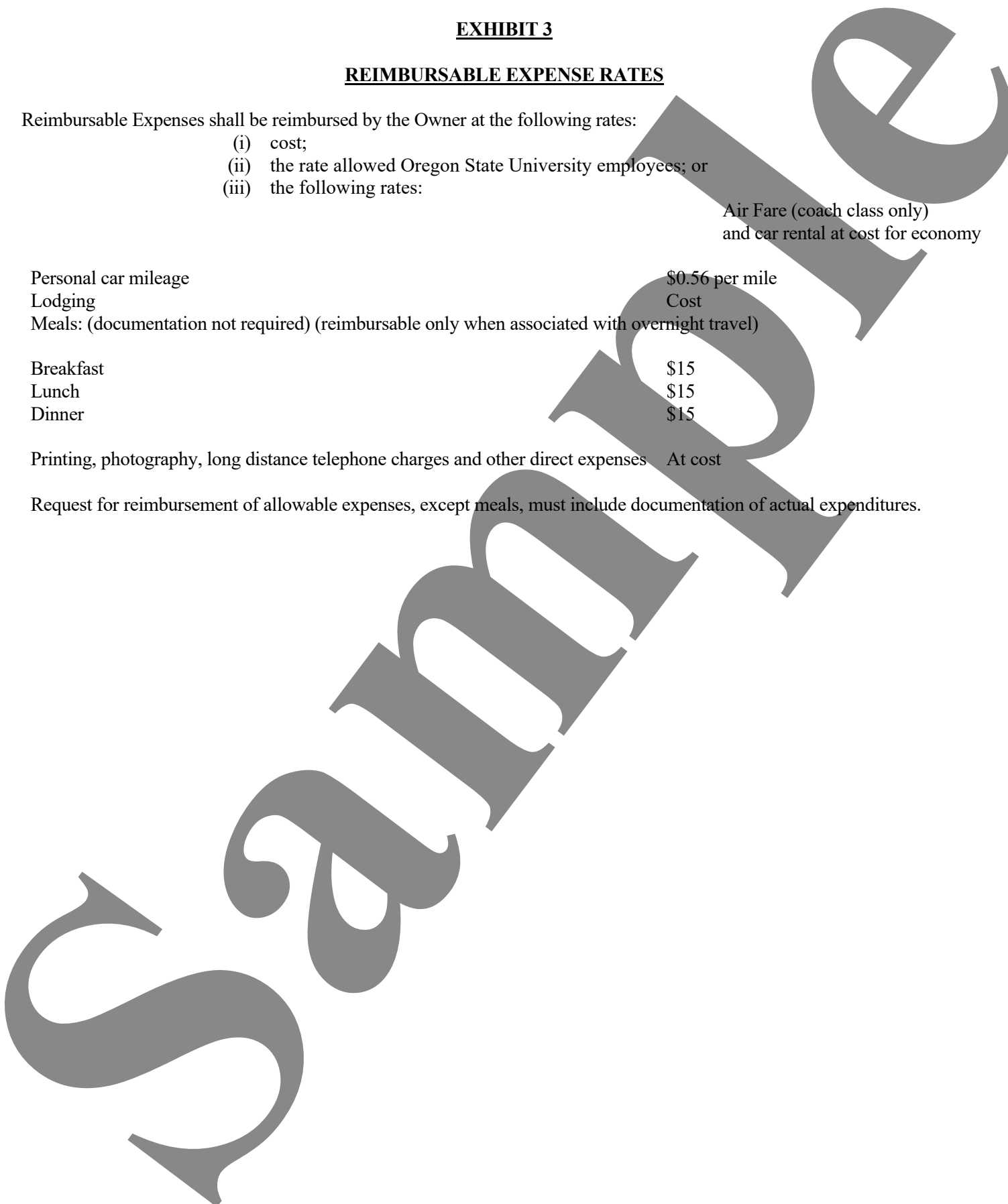
Air Fare (coach class only)
and car rental at cost for economy

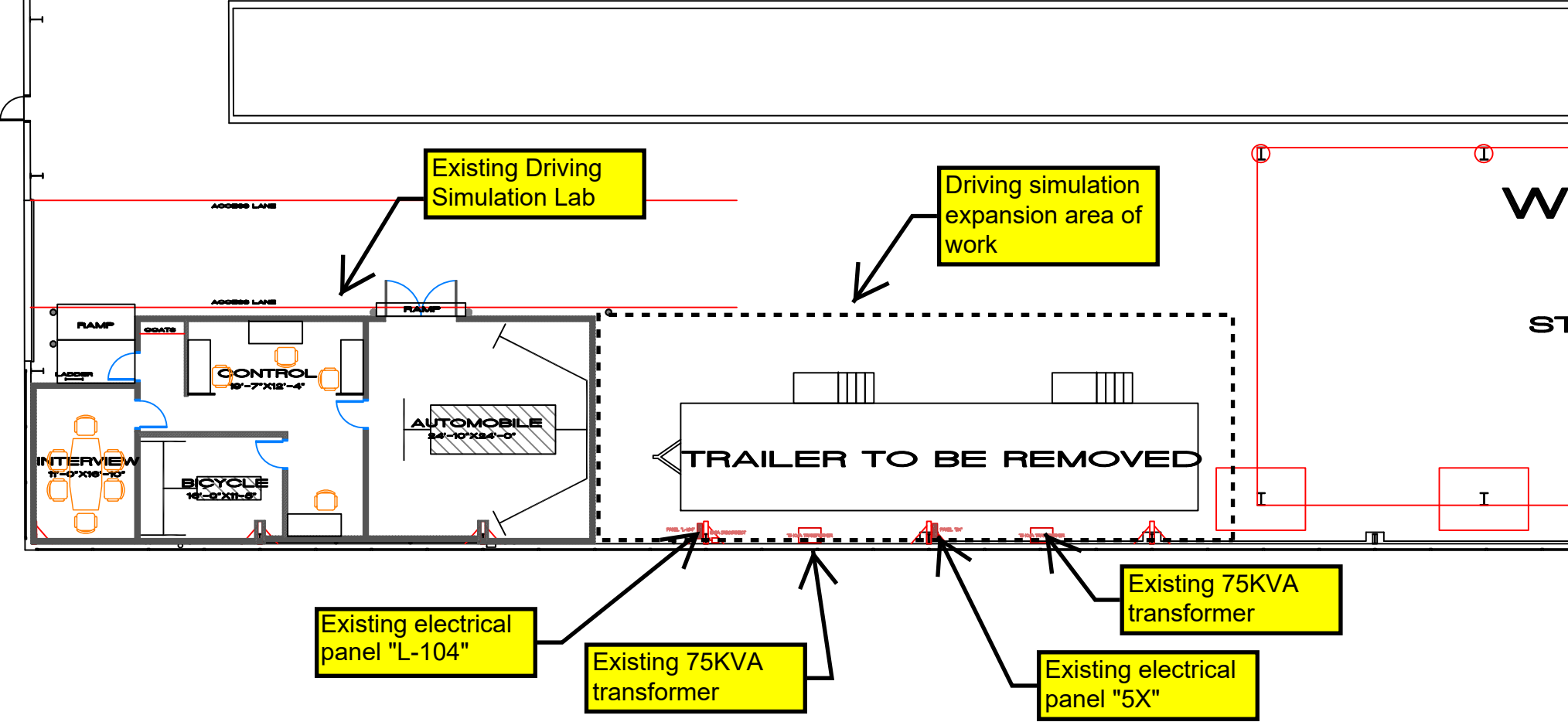
Personal car mileage	\$0.56 per mile
Lodging	Cost
Meals: (documentation not required) (reimbursable only when associated with overnight travel)	

Breakfast	\$15
Lunch	\$15
Dinner	\$15

Printing, photography, long distance telephone charges and other direct expenses At cost

Request for reimbursement of allowable expenses, except meals, must include documentation of actual expenditures.

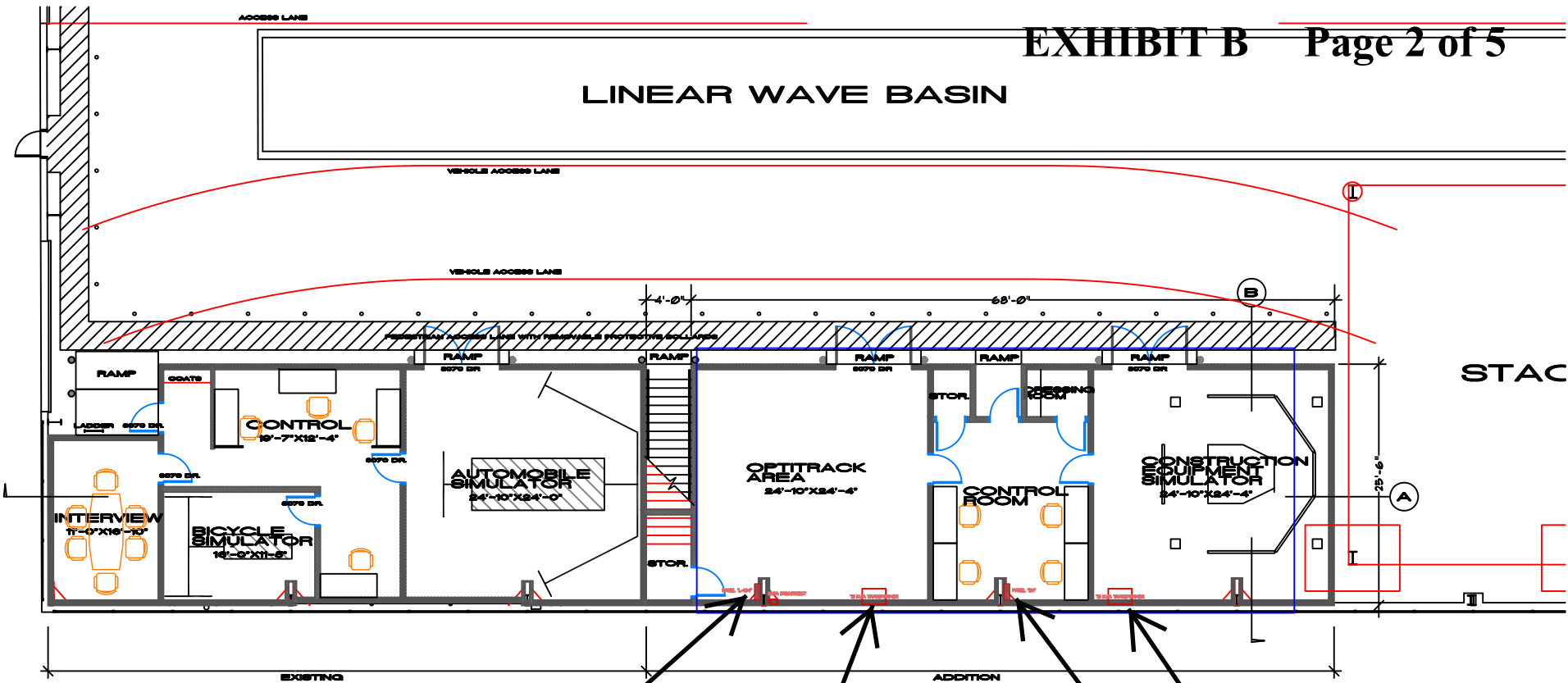




EXISTING FIRST FLOOR PLAN



LINEAR WAVE BASIN



Existing electrical panel "L-104"

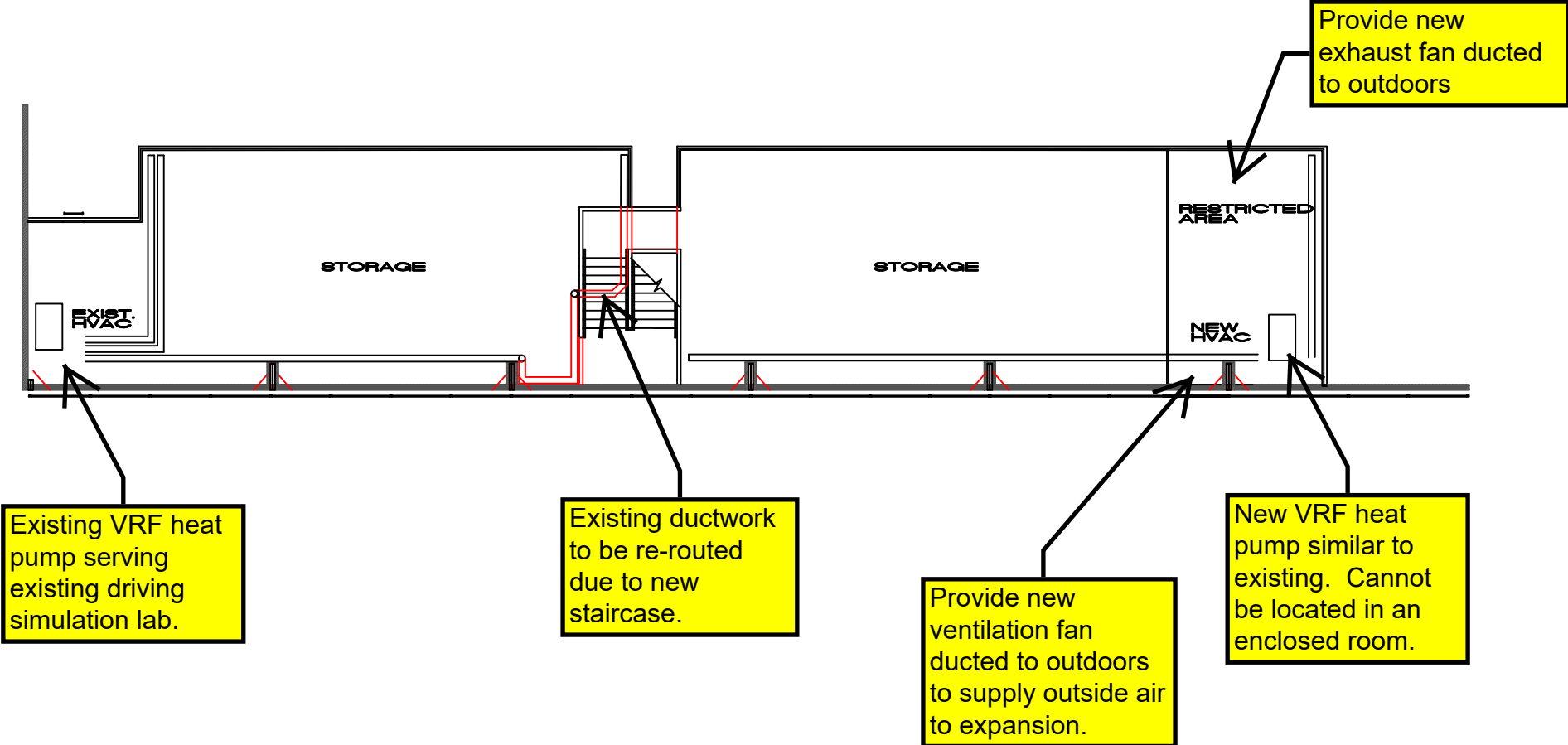
Existing 75KVA transformer

Existing 75KVA transformer

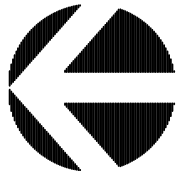
Existing electrical panel "5X"

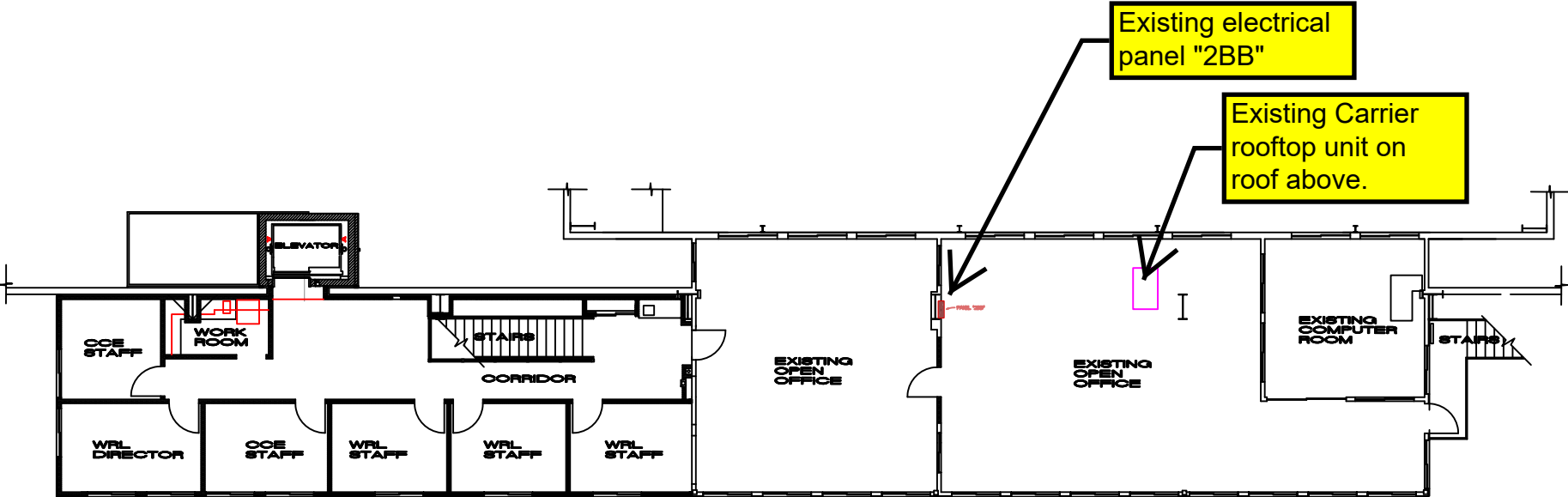
PROPOSED SIM LAB FIRST FLOOR PLAN





PROPOSED SIM LAB SECOND FLOOR PLAN

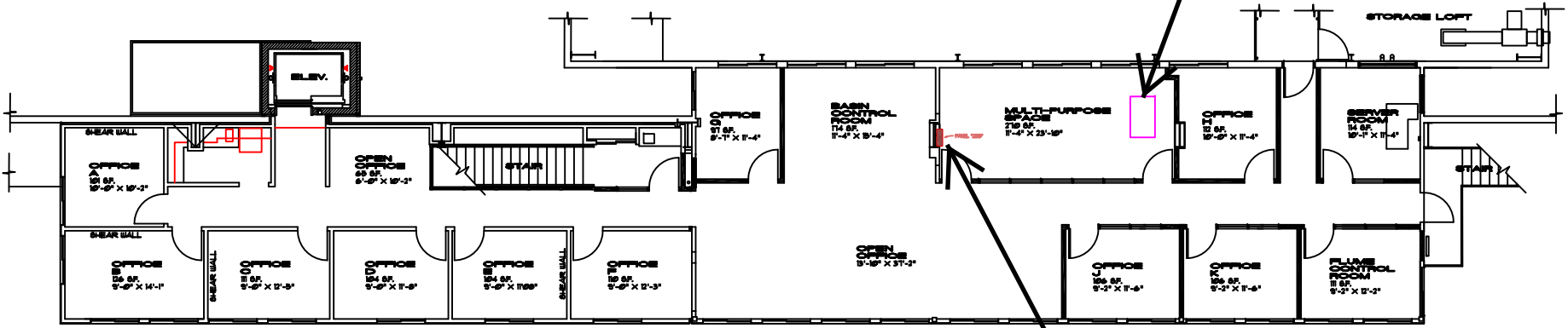




EXISTING SECOND FLOOR PLAN



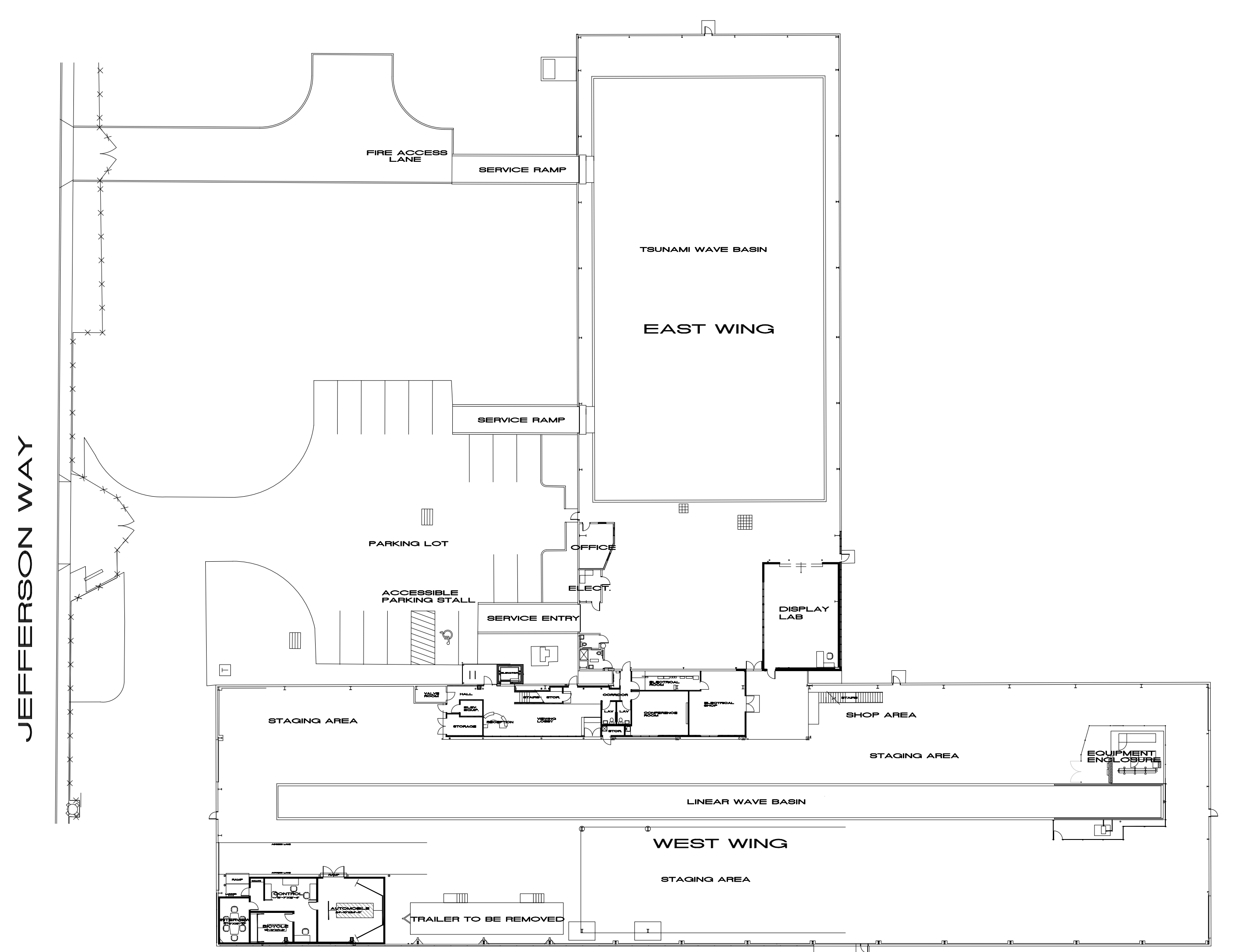
Existing Carrier room unit on roof above recommended to be replaced.



Existing electrical panel "2BB", which can serve the remodel area.

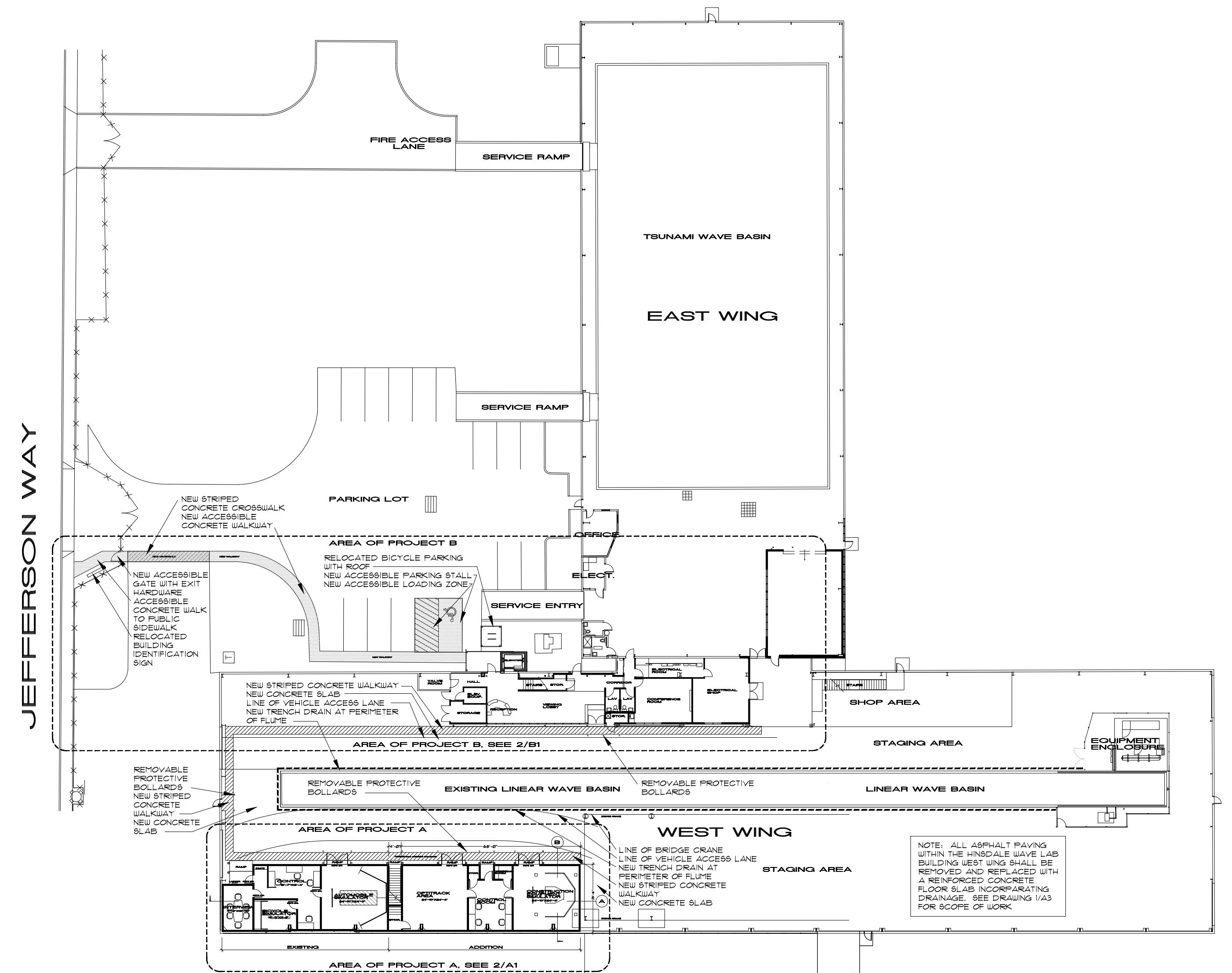
PROPOSED SECOND FLOOR PLAN





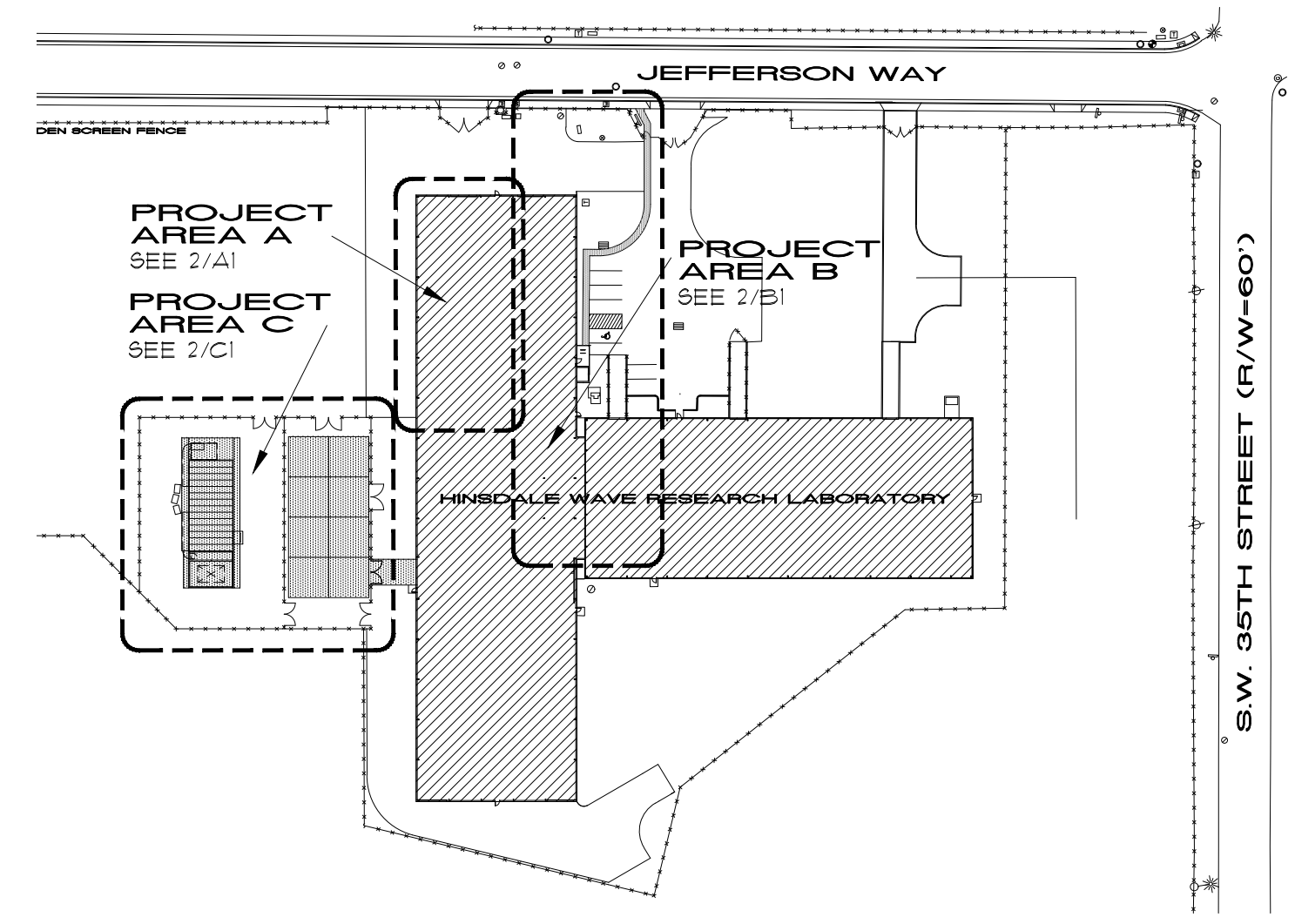
EXISTING FIRST FLOOR/SITE PLAN

1
SI
1/32" = 1'-0"



PROPOSED FIRST FLOOR/SITE PLAN

2
SI
1/32" = 1'-0"



PARTIAL PROPERTY PLAN

3
SI
N.T.S.

PROJECT SCOPE DESCRIPTIONS

- PROJECT A - SIMULATOR LAB EXPANSION** - SEE SHEET A-3 FOR DESCRIPTION OF MEP SYSTEM MODIFICATIONS
- A1) CONSTRUCTION OF A 1854 S.F. ADDITION TO THE SIMULATOR LABORATORY TO ACCOMMODATE THE CONSTRUCTION EQUIPMENT SIMULATOR (24'x24'x16' VOLUME), OPTITRACK SYSTEM (24'x24'x16' VOLUME), CONTROL ROOM, DRESSING ROOM AND STORAGE. FINISHES AND DETAILING SHALL MATCH THE EXISTING SIMULATOR LAB.
 - A2) DEVELOPMENT OF A 125 *85' LOAD CAPACITY STORAGE LOFT ABOVE THE LABORATORY EXPANSION.
 - A3) DEVELOPMENT OF A 4'-0" WIDE ACCESS STAIR TO SERVE THE EXISTING SIMULATION LAB AND THE NEW STORAGE LOFT ABOVE THE LABORATORY EXPANSION.
- PROJECT B - ADMINISTRATIVE OFFICE REMODEL** - SEE SHEET A-3 FOR DESCRIPTION OF MEP SYSTEM MODIFICATIONS
- B1) DEVELOPMENT OF ONE (1) ACCESSIBLE PARKING STALL MEETING CURRENT STANDARDS AT BUILDING ENTRY.
 - B2) DEVELOPMENT OF AN ACCESSIBLE WALKWAY FROM THE BUILDING ENTRY TO THE PUBLIC SIDEWALK INCLUDING SECURITY GATE IN PERIMETER FENCE.
 - B3) DEVELOPMENT OF A SECURITY ENCLOSURE TO ISOLATE NORTHERN STAIRS FROM THE SECOND FLOOR (INCLUDING EXIT DEVICE HARDWARE AT SECURITY DOOR).
 - B4) DEVELOPMENT OF FOUR (4) NEW ENCLOSED OFFICES.
 - B5) DEVELOPMENT OF ONE (1) SINGULAR OPEN WORKSPACE NEAR ELEVATOR.
 - B6) DEVELOPMENT OF ONE FLUME CONTROL ROOM OVERLOOKING FLUME.
 - B7) DEVELOPMENT OF ONE BASIN CONTROL SPACE OVERLOOKING THE WAVE BASIN BASIN.
 - B8) DEVELOPMENT OF A 270 S.F. MULTIPURPOSE WORK SPACE OVERLOOKING THE WAVE BASIN.
 - B9) RECONFIGURATION OF THE SERVER ROOM TO CREATE HALLS TO THE SECOND FLOOR EXIT ON THE SOUTH AND WAVE BASIN LOFT TO THE EAST.
 - B10) RELOCATION OF MECHANICAL EQUIPMENT PLATFORM LADDER AT SOUTH END OF SECOND FLOOR IN ORDER TO REPOSITION SECOND FLOOR EXIT DOOR.
 - B11) PROVIDE NEW INTERIOR FINISHES AT THE SOUTHERN TWO-THIRDS OF THE SECOND FLOOR. NEW FINISHES SHALL MATCH THE EXISTING NORTHERN THIRD OF THE SECOND FLOOR.
- PROJECT C - FIRE STUDIES TESTING AREA** - SEE SHEET A-3 FOR DESCRIPTION OF MEP SYSTEM MODIFICATIONS
- C1) REMOVAL OF EXISTING PIPES, SUPPORTS, FITTINGS AND EQUIPMENT WITHIN THE PROJECT AREA THAT IS NO LONGER IN USE.
 - C2) REMOVE GUARD FENCE AT PERIMETER OF EXISTING RIVER HYDRAULICS TEST TANK.
 - C3) INSTALL NEW 6' TALL CHAIN LINK FENCE TO ENCLOSE THE FIRE STUDY TEST AREA WITH TWO 14' WIDE GATES.
 - C4) INSTALL NEW 6' TALL CHAIN LINK FENCE TO ENCLOSE EXISTING CONCRETE WORK SLAB WITH TWO 14' WIDE GATES AND TWO 16' WIDE GATES.
 - C5) MODIFY EXISTING RIVER HYDRAULICS TEST TANK TO MEET FIRE STUDIES TESTING REQUIREMENTS.
 - A. CUT OUT SECTION OF 10-18" THICK TANK FLOOR SLAB TO ACCOMMODATE FIRE TESTS.
 - B. CORE OPENING BETWEEN TWO SECTIONS OF EXISTING CONCRETE TANKS.
 - C. PROVIDE 88' GUARD RAILING WITH TWO (2) ADJACENT 6' FOOT WIDE LIFT-OUT PANELS AT PERIMETER OF THE TWO EXISTING CONCRETE TANKS.
 - C6) PROVIDE DRAINAGE SUMP PUMP SYSTEM TO DRAIN BOTH EXISTING TANKS.
 - C7) PROVIDE MOBILE MODULAR FIRE/HEAT RESISTING BARRIER SYSTEM WHICH WILL SHIELD THE EXISTING ELECTRICAL SERVICE FROM HEAT GENERATED BY FIRE TESTS.
 - C8) CONSTRUCT A FIRE/HEAT RESISTANT ROOF SHELTER ABOVE THE EXISTING ELECTRICAL SERVICE PANELS.

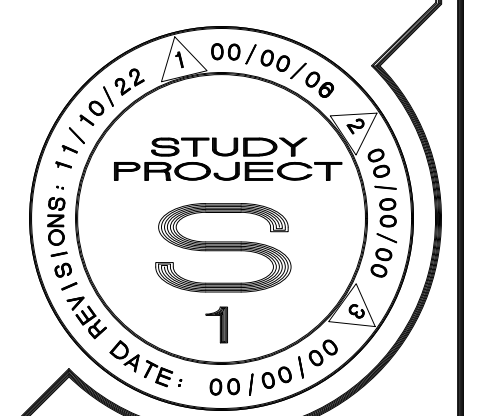
STUDY AUTHORS

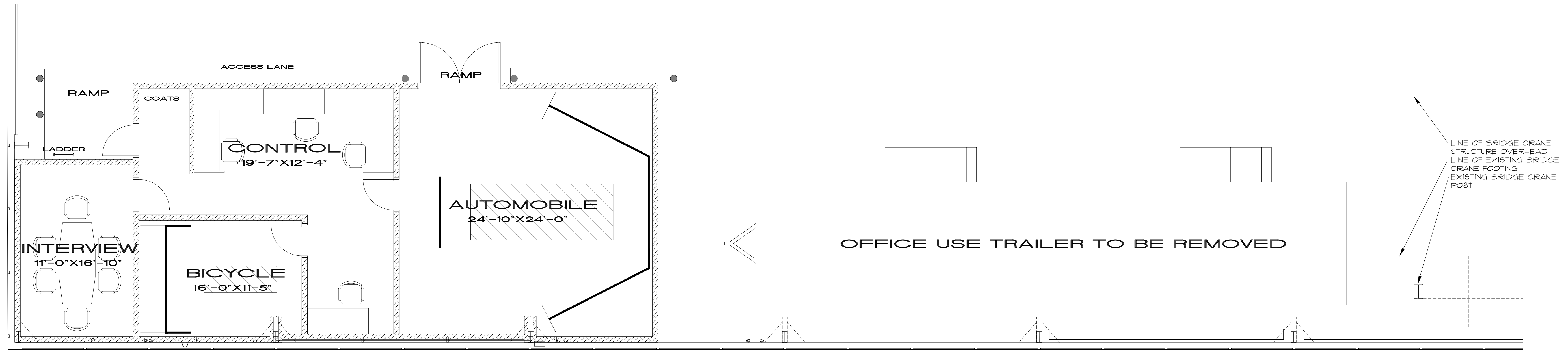
STUDY ARCHITECT: BENCHMARK ARCHITECTURAL SERVICES - GARY DAY R.A., 2897 FIRWOOD PLACE S.E., ALBANY, OREGON 97132 (541) 704-0619 benchmark@proaxis.com

STUDY MECHANICAL, ELECTRICAL, PLUMBING ENGINEER: INSITE GROUP, INC. DAVID BLACIG, P.E., 19 82ND DRIVE, SUITE 30 GLADSTONE, OREGON 97121 (503) 222-2044 www.insitegroup.net

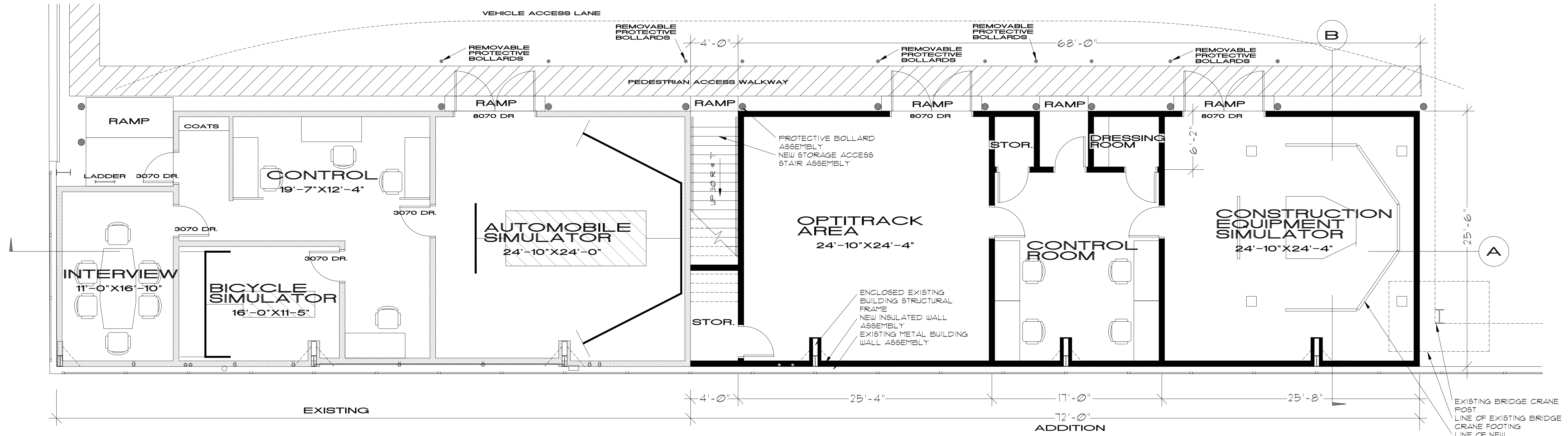
OREGON STATE UNIVERSITY
HINSDALE WAVE LABORATORY IMPROVEMENTS STUDY
FIRE STUDIES TEST SITE
HINSDALE WAVE RESEARCH LAB, OSU CAMPUS, CORVALLIS, OREGON

BENCHMARK ARCHITECTURAL SERVICES
 2897 FIRWOOD PLACE S.E., ALBANY, OREGON 97132. PHONE/FAX (541) 704-0619. benchmark@proaxis.com





1
A1
3/16" = 1'-0"
**PROJECT A
EXISTING FIRST
FLOOR PLAN**



2
A1
3/16" = 1'-0"
**PROJECT A
PROPOSED FIRST
FLOOR PLAN**

DESIGN ASSUMPTIONS

AN ELEVATOR IS NOT REQUIRED TO SERVE THE STORAGE LOFT LEVEL PER OSBC 1104.4, EXCEPTION 1 (LOFT AS 52 OCCUPANCY)

NO SEPARATION REQUIRED BETWEEN B AND 52 OCCUPANCIES AS THEY ARE BEING CONSIDERED NON-SEPARATED OCCUPANCIES (BUILDING PREVIOUSLY DESIGNED TO MORE RESTRICTIVE B OCCUPANCY STANDARDS)

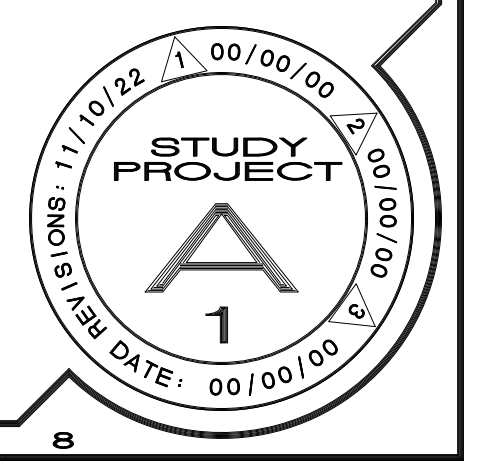
LINE OF BRIDGE CRANE STRUCTURE OVERHEAD
LINE OF EXISTING BRIDGE CRANE FOOTING
EXISTING BRIDGE CRANE POST

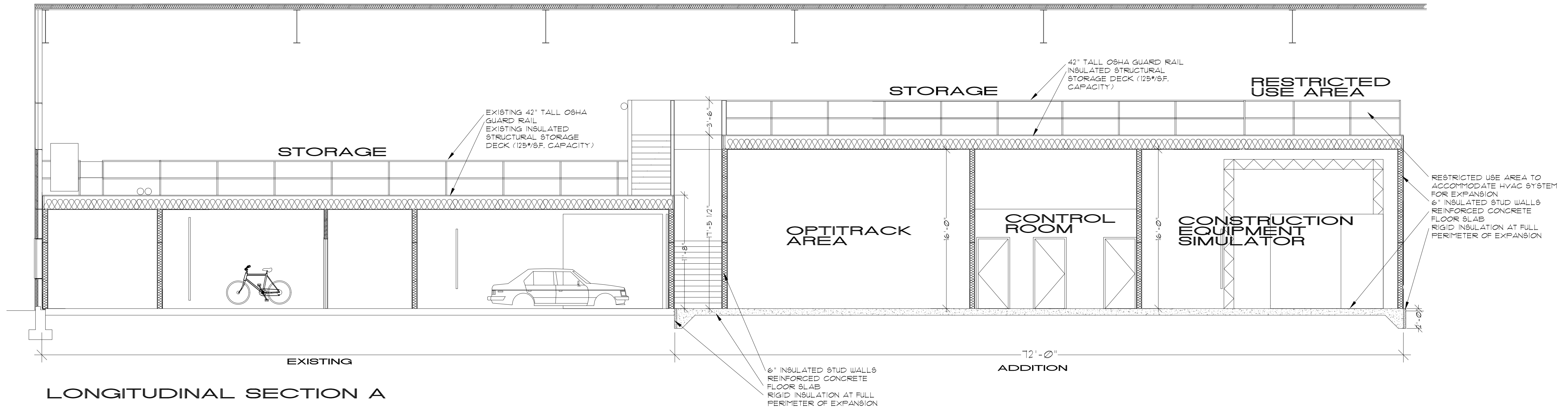
EXISTING BRIDGE CRANE POST
LINE OF EXISTING BRIDGE CRANE FOOTING
LINE OF NEW CONSTRUCTION EQUIPMENT SIMULATOR EQUIPMENT

OREGON STATE UNIVERSITY
HINSDALE WAVE LABORATORY IMPROVEMENTS STUDY
FIRE STUDIES TEST SITE
HINSDALE WAVE RESEARCH LAB, OSU CAMPUS, CORVALLIS, OREGON

BENCHMARK ARCHITECTURAL SERVICES

2897 FIRWOOD PLACE S.E., ALBANY, OREGON 97322. PHONE/FAX (541) 704-0619. benchmark@proaxis.com

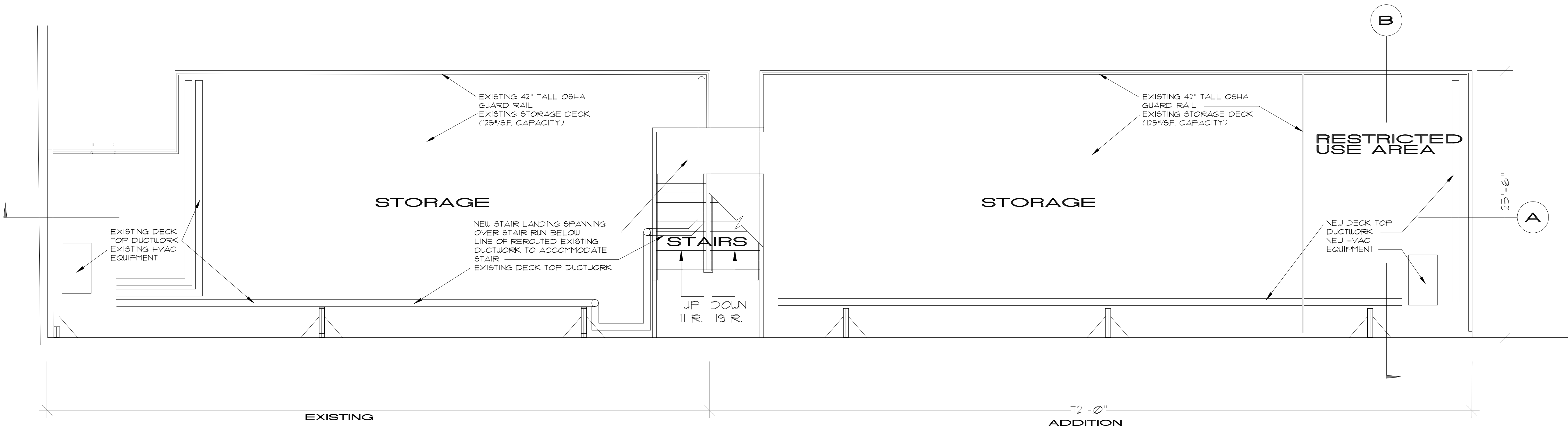




LONGITUDINAL SECTION A

PROJECT A PARTIAL BUILDING SECTION

3/16" = 1'-0"



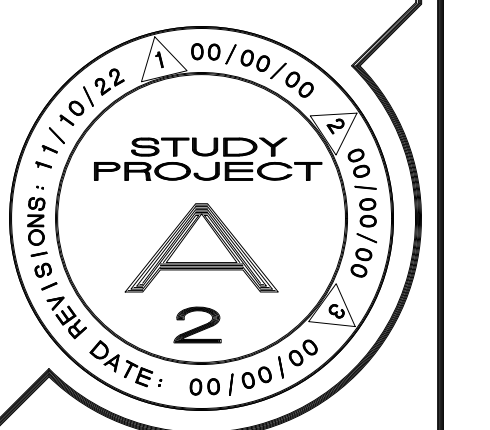
PROJECT A PROPOSED SECOND FLOOR EXPANSION PLAN

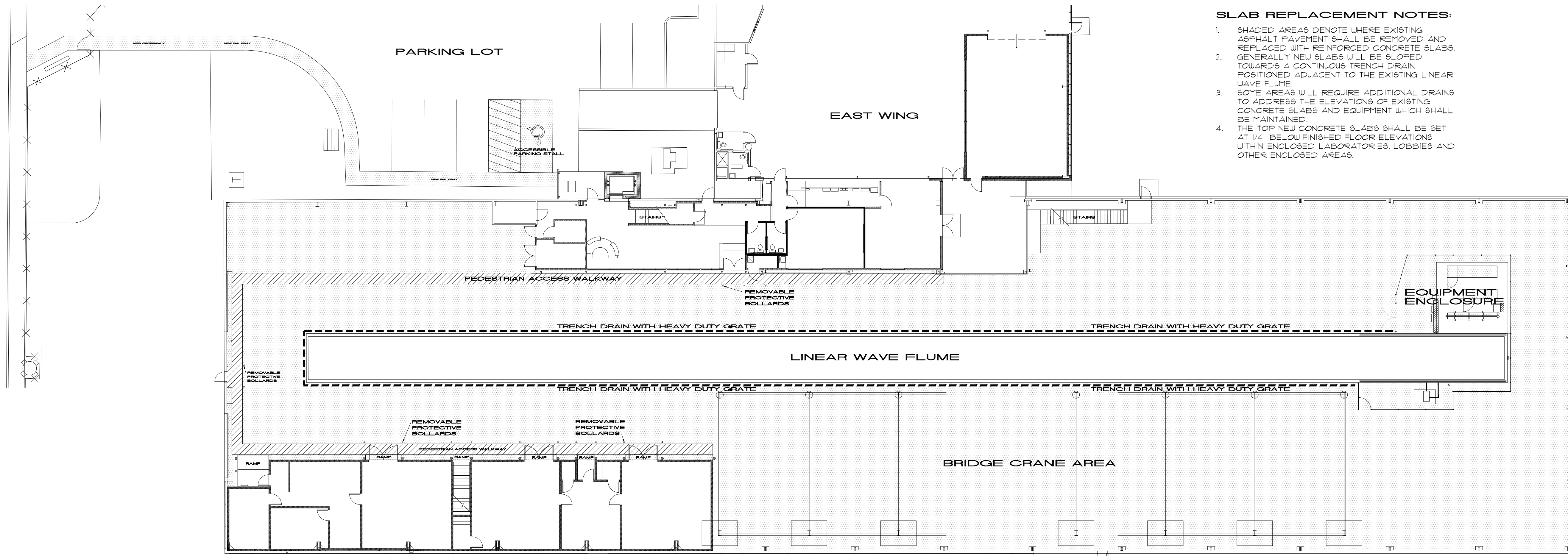
3/16" = 1'-0"



OREGON STATE UNIVERSITY
 HINSDALE WAVE LABORATORY IMPROVEMENTS STUDY
 FIRE STUDIES TEST SITE
 HINSDALE WAVE RESEARCH LAB, OSU CAMPUS, CORVALLIS, OREGON

BENCHMARK ARCHITECTURAL SERVICES
 2897 FIRWOOD PLACE S.E., ALBANY, OREGON 97322. PHONE/FAX (541) 704-0619. benchmark@proaxis.com





SLAB REPLACEMENT NOTES:

1. SHADED AREAS DENOTE WHERE EXISTING ASPHALT PAVEMENT SHALL BE REMOVED AND REPLACED WITH REINFORCED CONCRETE SLABS. GENERALLY NEW SLABS WILL BE SLOPED TOWARDS A CONTINUOUS TRENCH DRAIN POSITIONED ADJACENT TO THE EXISTING LINEAR WAVE FLUME.
2. SOME AREAS WILL REQUIRE ADDITIONAL DRAINS TO ADDRESS THE ELEVATIONS OF EXISTING CONCRETE SLABS AND EQUIPMENT WHICH SHALL BE MAINTAINED.
3. THE TOP NEW CONCRETE SLABS SHALL BE SET AT 1/4" BELOW FINISHED FLOOR ELEVATIONS WITHIN ENCLOSED LABORATORIES, LOBBIES AND OTHER ENCLOSED AREAS.

WEST WING PAVEMENT REPLACEMENT DIAGRAM

1
A3
1/16"=1'-0"



DESCRIPTION OF PROJECTS MEP SYSTEM MODIFICATIONS

PROJECT A - EXTENSION OF EXISTING VEHICLE SIMULATOR LAB

A.1 GENERAL INFORMATION
WHAT FOLLOWS IS A DESCRIPTION OF SOME OF THE EXISTING AND PROPOSED SYSTEMS SERVING THE AREA WHERE THE EXISTING VEHICLE SIMULATION LAB WILL BE EXTENDED.

A.2 HVAC SYSTEMS
1. EXISTING HVAC SYSTEMS
HEATING AND COOLING IS PROVIDED TO THE EXISTING DRIVING SIMULATION LAB BY FIVE FAN COIL UNITS LOCATED WITHIN THE SPACE. ACCORDING TO MECHANICAL DESIGN DRAWINGS FROM 2016, THE FIVE FAN COILS HAVE A TOTAL SENSIBLE COOLING CAPACITY OF 97,753 BTU/H.

THE FAN COILS ARE SERVED BY A DAIKIN MODEL REYQ727TU VARIABLE REFRIGERANT FLOW (VRF) HEAT PUMP LOCATED ABOVE THE EXISTING DRIVING SIMULATION LAB. ACCORDING TO THE NAMEPLATE ON THIS UNIT, IT WAS MANUFACTURED IN SEPTEMBER 2016. THIS UNIT HAS A NOMINAL COOLING CAPACITY OF 72,000 BTU/H AND A RATED COOLING CAPACITY OF 67,000 BTU/H.

A VENTILATION FAN BRINGS UNCONDITIONED OUTSIDE AIR INTO THE EXISTING SIMULATION LAB. AIR IS EXHAUSTED FROM THE EXISTING SIMULATION LAB THROUGH AN EXHAUST FAN. THE VENTILATION AND EXHAUST AIR IS DISTRIBUTED THROUGH DUCTWORK. VENTILATION AIR PASSES INTO AND OUT OF THE SPACE BY SUPPLY DIFFUSERS AND EXHAUST GRILLES LOCATED IN THE CEILING.

2. PROPOSED HVAC SYSTEMS
SINCE THE EXISTING DAIKIN VRF HEAT PUMP SERVING THE EXISTING DRIVING SIMULATION LAB HAS ONLY ABOUT 9,000 BTU/H OF SPARE CAPACITY AVAILABLE, IT WILL NOT BE SUFFICIENT FOR COOLING AND HEATING THE ANTICIPATED EXPANSION OF THE DRIVING SIMULATION LAB. THEREFORE, A NEW HVAC SYSTEM WILL NEED TO BE PROVIDED FOR THE EXPANSION. THE PLANNED EXPANSION WILL HAVE A SIMILAR SQUARE FOOTAGE AS THE EXISTING DRIVING SIMULATION LAB, SO A NEW HVAC SYSTEM OF SIMILAR SIZE AND CAPACITY AS THE EXISTING SYSTEM CAN BE ANTICIPATED. A SIMILAR SYSTEM USING NEW FAN COIL UNITS, A HEAT PUMP, VENTILATION FAN, EXHAUST FAN, DISTRIBUTION DUCTWORK, SUPPLY DIFFUSERS, AND EXHAUST GRILLES COULD AGAIN BE UTILIZED. LIKE THE EXISTING VRF HEAT PUMP SERVING THE EXISTING DRIVING SIMULATION LAB, A NEW HEAT PUMP WILL NEED TO BE OPEN TO THE WEST WING STAGING AREA TO ALLOW HEAT TO BE REJECTED TO WAREHOUSE SPACE. THE NEW VRF HEAT PUMP CANNOT BE IN ENCLOSED IN A ROOM.

SOME EXISTING DUCTWORK SERVING THE EXISTING DRIVING SIMULATION LAB WILL NEED TO BE REROUTED TO ACCOMMODATE A NEW STAIRCASE FOR THE EXPANSION.

A.2 PLUMBING SYSTEMS
NO MODIFICATIONS TO THE EXISTING PLUMBING SYSTEMS ARE INCLUDED IN THE SCOPE OF THIS PROJECT.

A.3 FIRE SPRINKLER SYSTEMS
1. EXISTING FIRE SPRINKLER SYSTEMS
THE EXISTING AREA WHERE THE DRIVING SIMULATION EXPANSION IS LOCATED DOES NOT HAVE ANY EXISTING FIRE SPRINKLER SYSTEM.

2. PROPOSED FIRE SPRINKLER SYSTEMS
THE PROPOSED FIRE SPRINKLER SYSTEM WILL REQUIRE FIRE SPRINKLERS.

A.4 FIRE ALARM SYSTEM
1. EXISTING FIRE ALARM SYSTEMS
THE EXISTING AREA WHERE THE DRIVING SIMULATION EXPANSION IS LOCATED DOES NOT HAVE ANY EXISTING FIRE ALARM SYSTEM.

2. PROPOSED FIRE ALARM SYSTEMS
FIRE ALARM NOTIFICATION DEVICES MAY BE REQUIRED IN THE AREA OF WORK. THIS WOULD INCLUDE HORNS AND STROBES.

A.5 LIGHTING SYSTEMS

1. EXISTING LIGHTING SYSTEMS
THE AREA WHERE THE DRIVING SIMULATION EXPANSION IS LOCATED DOES NOT HAVE ANY EXISTING LIGHTING SYSTEM THAT CAN BE UTILIZED FOR THE EXPANSION.

2. PROPOSED LIGHTING SYSTEMS
IT IS RECOMMENDED THAT LED LIGHT FIXTURES BE INSTALLED IN ORDER TO MEET CURRENT ENERGY CODES AND REDUCE THE ENERGY CONSUMED BY THE LIGHTING. OCCUPANCY SENSORS ARE ALSO EXPECTED TO BE REQUIRED TO MEET CURRENT ENERGY CODES. ILLUMINATED EXIT SIGNS AND EMERGENCY LIGHTS WILL BE NEEDED ALONG THE PATH OF EGRESS.

A.6 ELECTRICAL DISTRIBUTION SYSTEMS
1. EXISTING ELECTRICAL DISTRIBUTION SYSTEMS
THE EXISTING DRIVING SIMULATION LAB IS SERVED BY PANEL "L-104", WHICH IS LOCATED JUST SOUTH OF EXISTING. THIS PANEL IS RATED 225 AMP, 120/208 VOLT, 3 PHASE. PANEL "L-104" IS SERVED BY #30 (200 AMP CAPACITY) FEEDER CONDUCTORS FROM A NEARBY STEP-DOWN 75 KVA TRANSFORMER WHICH IS SERVED BY PANEL "DP1". PANEL "L-104" CURRENTLY HAS EIGHT (8) 20 AMP, SINGLE POLE CIRCUIT BREAKERS THAT ARE TURNED OFF. THE EXISTING PANEL SCHEDULE FOR PANEL "L-104" LABELS THESE BREAKERS AS "SPARE" SO PRESUMABLY THEY COULD BE USED FOR THE DRIVING SIMULATION EXPANSION. ADDITIONALLY, PANEL "L-104" CURRENTLY HAS EIGHT (8) BLANK SPACES WHERE NEW CIRCUITS COULD BE INSTALLED. ACCORDING TO 2016 ELECTRICAL DRAWINGS FOR THE EXISTING DRIVING SIMULATION LAB, PANEL "L-104" HAD A DESIGN LOAD OF 16.7 KVA OR 46 AMPS AT 208 VOLTS, 3 PHASE.

2. PROPOSED ELECTRICAL DISTRIBUTION SYSTEMS
IT IS RECOMMENDED THAT EXISTING PANEL "L-104" BE USED TO PROVIDE POWER FOR THE DRIVING SIMULATION EXPANSION. PANEL "L-104" IS IDEAL FOR THIS PURPOSE BECAUSE IT HAS SPARE CIRCUIT BREAKERS, SPARE CIRCUIT SPACES, ABOUT 55 KVA (150 AMPS AT 208 VOLTS, 3 PHASE) OF SPARE CAPACITY, AND IS LOCATED PHYSICALLY CLOSE TO THE AREA OF WORK. PANEL "L-104" SHOULD BE ABLE TO ACCOMMODATE THE EXPECTED NUMBER OF ADDED NEW CIRCUITS AND ADDED ELECTRICAL LOAD FOR THE DRIVING SIMULATION LAB EXPANSION.

IT SHOULD BE NOTED THAT THE AREA FOR WORK THE DRIVING SIMULATION EXPANSION CURRENTLY CONTAINS TWO 75 KVA TRANSFORMERS AND ELECTRICAL PANEL "5X". THESE ITEMS COULD REMAIN WHERE THEY ARE, BUT IF IT IS DETERMINED THAT THEY WOULD INTERFERE WITH THE USE OF NEW SPACES THEN THEY WOULD NEED TO BE MOVED. THE EXPANSION PROJECT WOULD THEN NEED TO INCLUDE THE RELOCATION OF THESE ITEMS IN THE PROJECT BUDGET.

PROJECT B - REMODEL OF THE EXISTING WEST WING SECOND FLOOR AREA

B.1 GENERAL INFORMATION
WHAT FOLLOWS IS A DESCRIPTION OF SOME OF THE EXISTING AND PROPOSED SYSTEMS SERVING THE AREA WHERE THE EXISTING VEHICLE SIMULATION LAB WILL BE EXTENDED.

B.2 HVAC SYSTEMS
1. EXISTING HVAC SYSTEMS
THE SECOND FLOOR AREA OF WORK IS CURRENTLY SERVED BY A CARRIER MODEL 50TF006A-611 HEAT PUMP ROOF TOP UNIT. BASED ON THE MODEL NUMBER, THE UNIT HAS A NOMINAL COOLING CAPACITY OF 5 TONS. BASED ON INFORMATION ON THE EXISTING UNIT, IT HAS A MAX HEATING OUTPUT OF 87,032 BTU/HK. BASED ON THE SERIAL NUMBER ON THE UNIT, IT APPEARS THAT UNIT WAS MANUFACTURED IN FEBRUARY 2003.

CONDITIONED AIR IS DISTRIBUTED TO THE AREA OF WORK THROUGH DUCTWORK. AIR PASSES INTO AND OUT OF THE SPACE BY SUPPLY DIFFUSERS AND RETURN GRILLES THAT ARE RECESSED IN THE LAY-IN CEILING.

2. PROPOSED HVAC SYSTEMS
THE EXISTING CARRIER ROOF TOP UNIT IS 19 YEARS OLD AND HAS NEARLY EXCEEDED ITS EXPECTED SERVICE LIFE. IT IS RECOMMENDED THAT ROOF TOP UNIT BE REPLACED AS PART OF THE REMODEL.

SOME OF THE EXISTING DISTRIBUTION SUPPLY AND RETURN DUCTWORK CAN LIKELY BE REUSED AS PART OF THE REMODEL, BUT MODIFICATIONS WILL BE NECESSARY.

B.3 PLUMBING SYSTEMS
1. EXISTING PLUMBING SYSTEMS
WE ARE CURRENTLY NOT AWARE OF ANY EXISTING PLUMBING SYSTEMS LOCATED IN THE PROPOSED REMODEL AREA.

2. PROPOSED PLUMBING SYSTEMS
WE ARE CURRENTLY NOT AWARE OF ANY PLUMBING NEW WORK THAT WILL BE REQUIRED FOR THE PROPOSED REMODEL AREA.

B.4 FIRE SPRINKLER SYSTEMS
1. EXISTING FIRE SPRINKLER SYSTEMS
FIRE SPRINKLER HEADS INSTALLED IN THE LAY-IN CEILING WERE OBSERVED IN THE SECOND FLOOR AREA OF WORK.

2. PROPOSED FIRE SPRINKLER SYSTEMS
A FIRE SPRINKLER SYSTEM WILL BE REQUIRED FOR SECOND FLOOR AREA OF WORK. THE EXISTING FIRE SPRINKLER PIPING AND HEADS COULD POTENTIALLY BE REUSED. SOME LAY-IN CEILING TILES WERE OBSERVED TO HAVE WHAT APPEARED TO BE WATER STAINS. THIS MAY INDICATE THAT THERE IS SOME PIPING THAT IS LEAKING THAT NEEDS TO BE REPAIRED.

B.5 FIRE ALARM SYSTEM
1. EXISTING FIRE ALARM SYSTEMS
NO EXISTING FIRE ALARM NOTIFICATION DEVICES WERE OBSERVED IN THE AREA OF WORK.

2. PROPOSED FIRE ALARM SYSTEMS
FIRE ALARM NOTIFICATION DEVICES MAY BE REQUIRED IN THE AREA OF WORK. THIS WOULD INCLUDE HORNS AND STROBES.

B.6 LIGHTING SYSTEMS
1. EXISTING LIGHTING SYSTEMS
THE SECOND FLOOR AREA OF WORK IS CURRENTLY ILLUMINATED BY 2'x4' RECESSED FLUORESCENT LIGHT FIXTURES. ILLUMINATED EXIT SIGNS AND EMERGENCY LIGHTS WERE ALSO OBSERVED IN THE AREA OF WORK.

2. PROPOSED LIGHTING SYSTEMS
IT IS RECOMMENDED THAT LED LIGHT FIXTURES BE INSTALLED IN ORDER TO MEET CURRENT ENERGY CODES AND REDUCE THE ENERGY CONSUMED BY THE LIGHTING. OCCUPANCY SENSORS ARE ALSO EXPECTED TO BE REQUIRED TO MEET CURRENT ENERGY CODES. ILLUMINATED EXIT SIGNS AND EMERGENCY LIGHTS WILL BE NEEDED ALONG THE PATH OF EGRESS.

B.7 ELECTRICAL DISTRIBUTION SYSTEMS
1. EXISTING ELECTRICAL DISTRIBUTION SYSTEMS
POWER FOR THE SECOND FLOOR AREA OF WORK APPEARS TO BE PROVIDED BY PANEL "2B", WHICH IS LOCATED IN THE EXISTING SOUTH SECOND FLOOR OPEN OFFICE.

2. PROPOSED ELECTRICAL DISTRIBUTION SYSTEMS
POWER FOR THE SECOND FLOOR AREA OF WORK CAN CONTINUE TO BE PROVIDED BY PANEL "2B".

PROJECT C - EXTERIOR FIRE STUDIES TESTING AREA

C.1 GENERAL INFORMATION
WHAT FOLLOWS IS A DESCRIPTION OF SOME OF THE EXISTING AND PROPOSED SYSTEMS SERVING THE EXTERIOR TEST SLAB AREA WEST OF THE WEST WING.

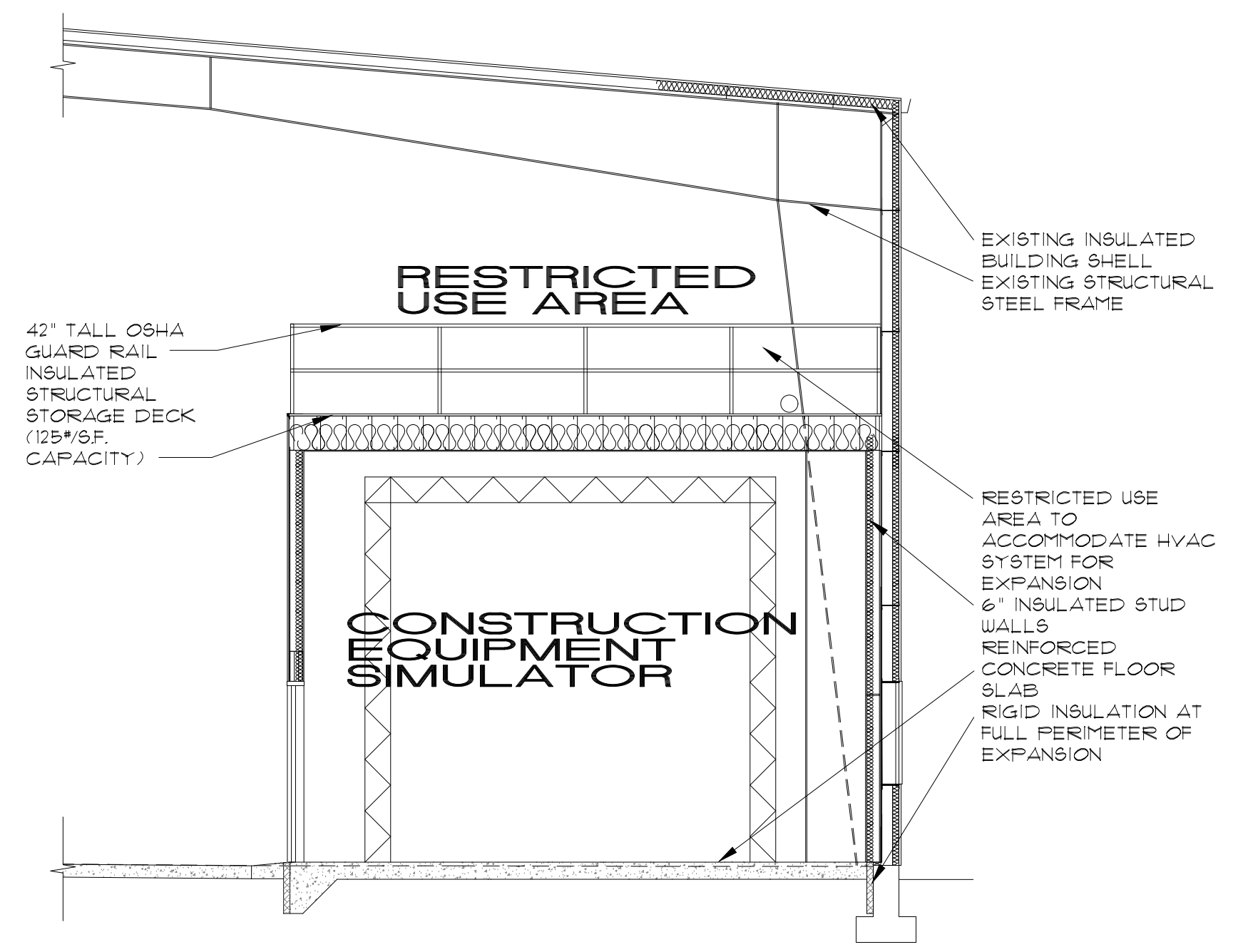
C.2 PLUMBING SYSTEMS
1. EXISTING PLUMBING SYSTEMS
THERE IS EXISTING LARGE PIPING FROM AN ABOVE GROUND STORAGE TANK TO AN EXISTING SUMP PIT. THIS PIPING IS CURRENTLY DISCONNECTED AND DISASSEMBLED AT SOME LOCATIONS.

2. PROPOSED PLUMBING SYSTEMS
THERE IS EXISTING LARGE PIPING FROM THE ABOVE GROUND STORAGE TANK TO AN EXISTING SUMP PIT IS TO BE REMOVED.

A NEW DRAINAGE SUMP PUMP ASSEMBLY IS TO BE PROVIDED FOR DRAINING THE EXISTING FIRE PIT AND ADJACENT SUMP PIT WELLS.

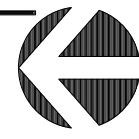
C.3 ELECTRICAL DISTRIBUTION SYSTEMS
1. EXISTING ELECTRICAL DISTRIBUTION SYSTEMS
TWO ELECTRICAL PANELS ARE LOCATED NEAR THE EXISTING TEST SLAB. ONE PANEL IS 125 AMP, 208 VOLT, 3 PHASE AND IS FEED BY BREAKER OUT OF PANEL "4X". THE OTHER PANEL IS 100 AMP, 208 VOLT, 3 PHASE AND IS FEED BY A 60 AMP BREAKER OUT OF PANEL "5X". THE TWO PANELS SERVE EXISTING PUMPS AT THE TEST SLAB THAT ARE TO BE REMOVED.

2. PROPOSED ELECTRICAL DISTRIBUTION SYSTEMS
POWER FOR THE NEW DRAINAGE SUMP PUMP COULD BE PROVIDED BY ONE OF THE PANELS LOCATED NEAR THE EXISTING TEST SLAB. SINCE THE EXISTING PUMPS AT THE TEST SLAB ARE TO BE REMOVED, THERE SHOULD BE SUFFICIENT CAPACITY AND BREAKER SPACE TO PROVIDE POWER FOR THE NEW DRAINAGE SUMP PUMP.



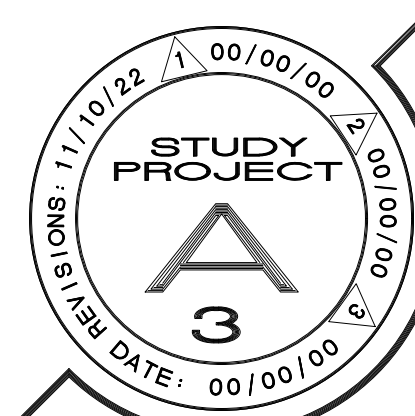
TRANSVERSE SECTION B

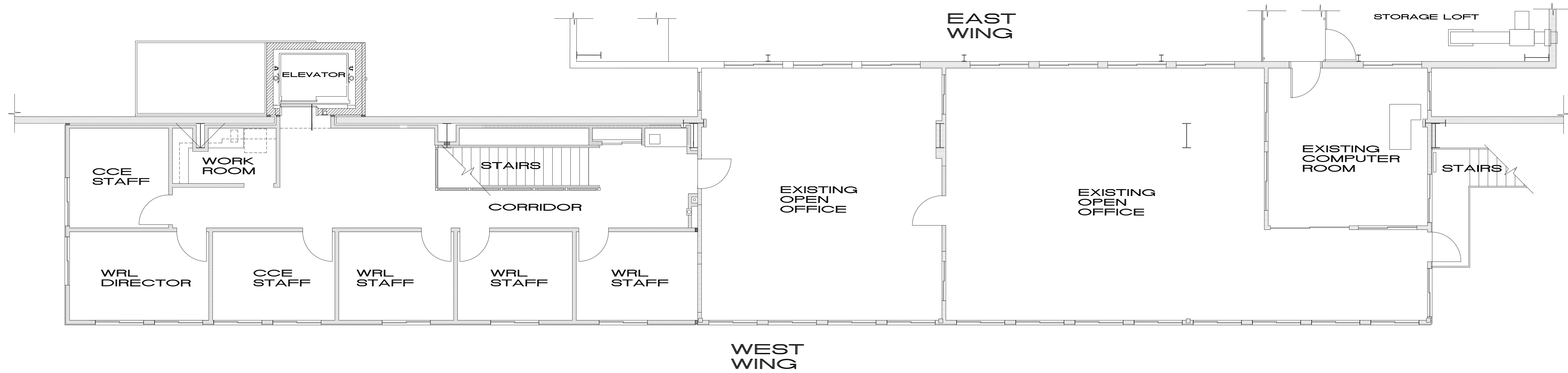
2
A3
1/16"=1'-0"



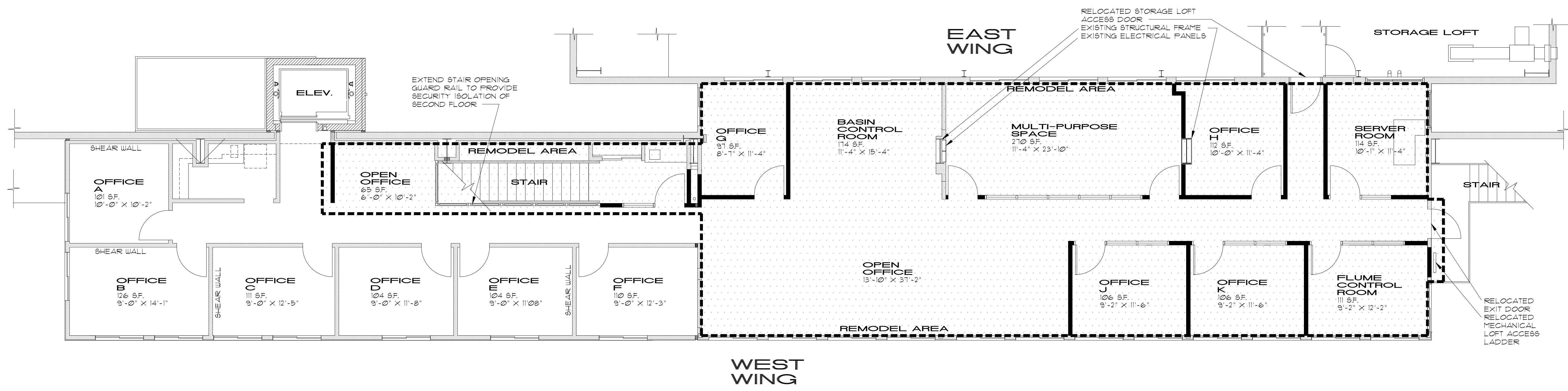
OREGON STATE UNIVERSITY
HINSDALE WAVE LABORATORY IMPROVEMENTS STUDY
FIRE STUDIES TEST SITE
HINSDALE WAVE RESEARCH LAB, OSU CAMPUS, CORVALLIS, OREGON
BENCHMARK ARCHITECTURAL SERVICES

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1
PROJECT B
EXISTING SECOND
FLOOR PLAN
 3/16" = 1'-0"

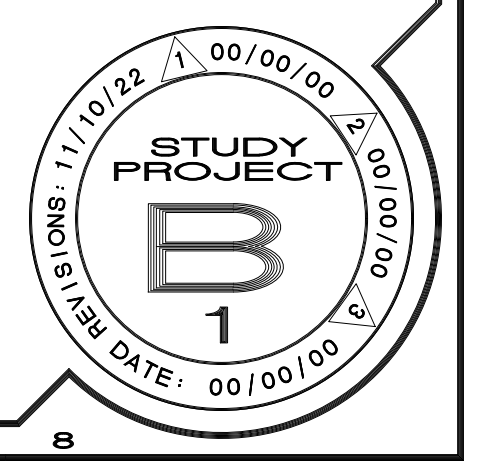


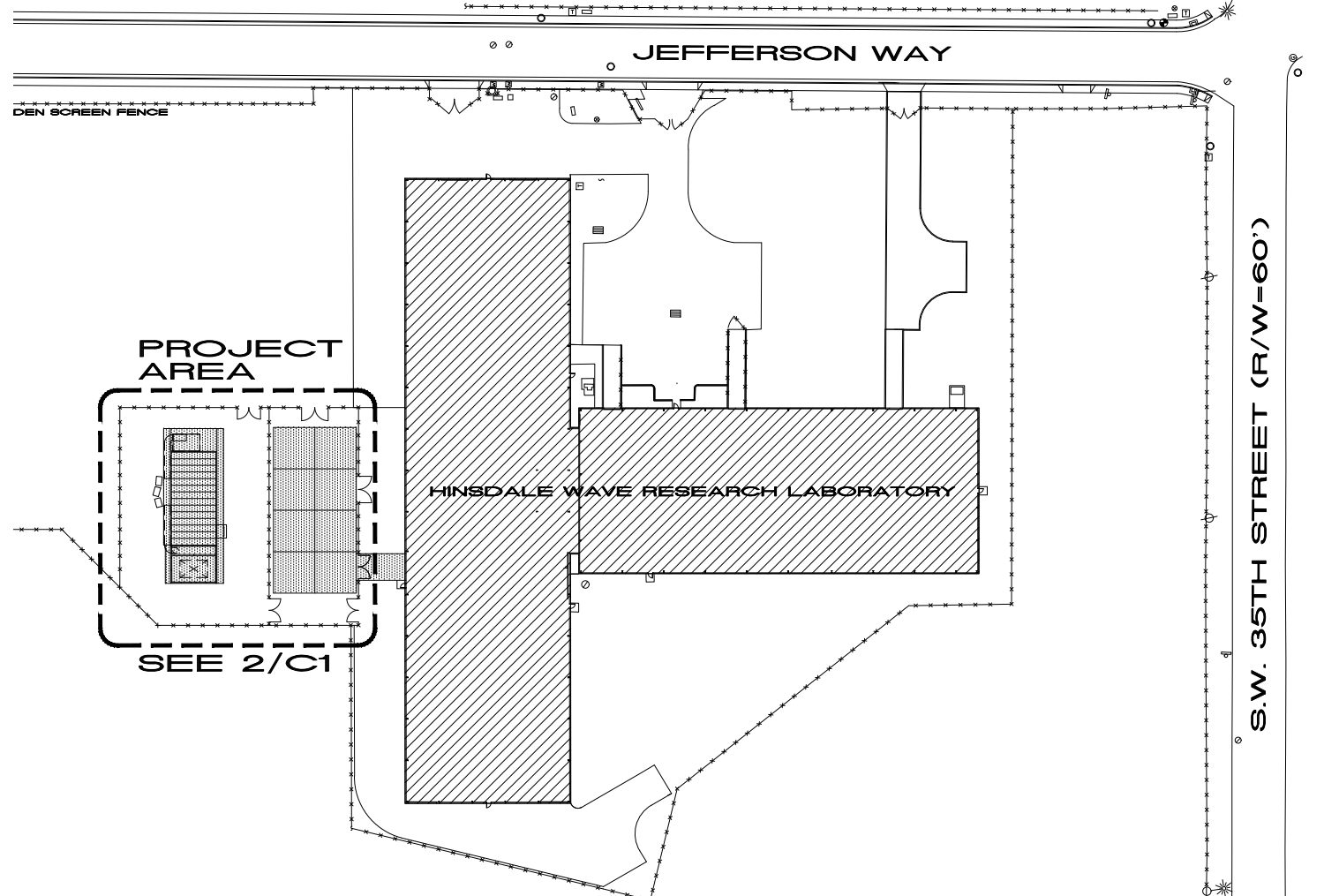
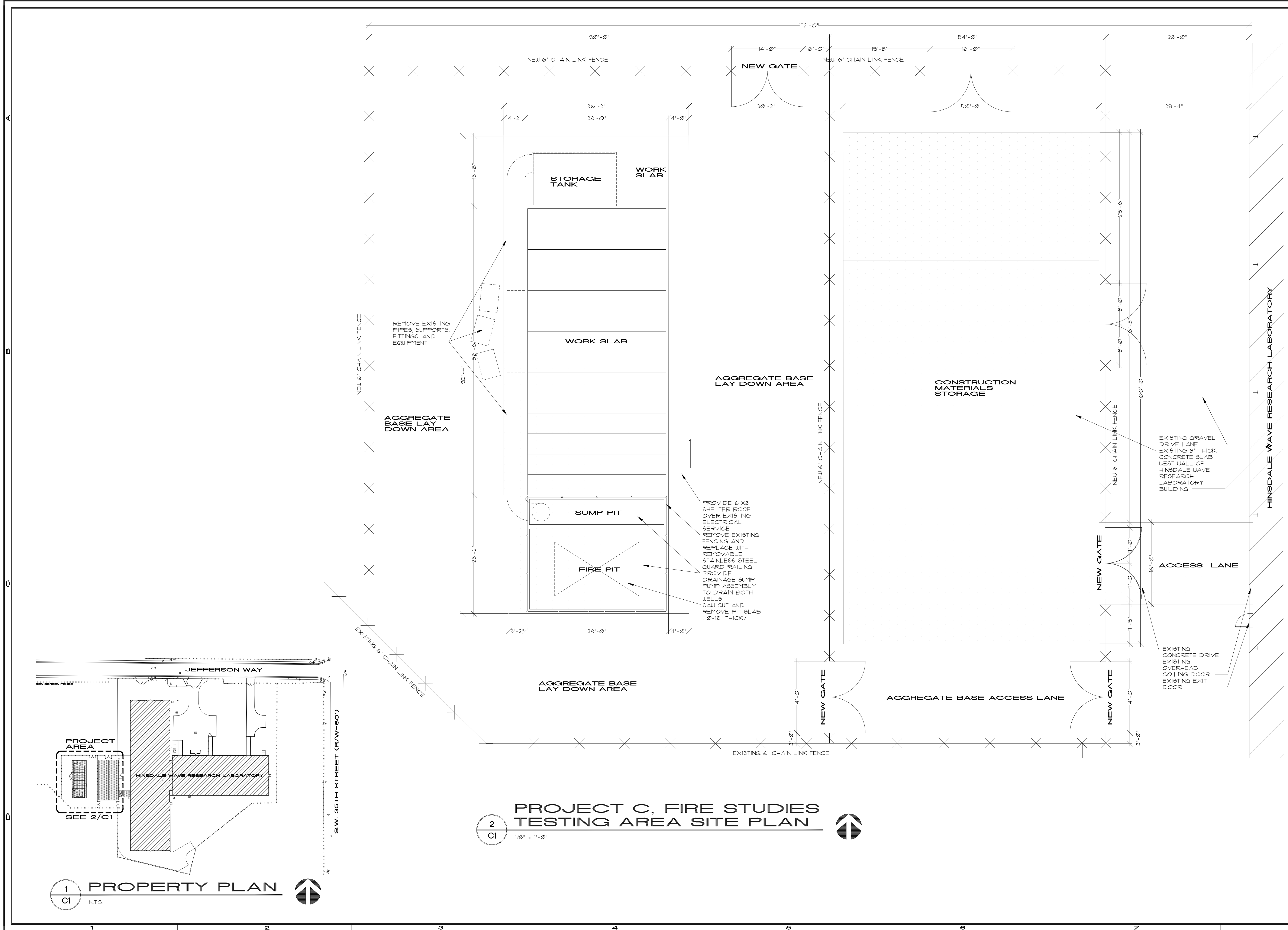
2
PROJECT B
PROPOSED SECOND
FLOOR PLAN
 3/16" = 1'-0"

WALL LEGEND

EXISTING WALLS	
NEW WALLS	
OVERHEAD FEATURE	
BELOW GRADE FEATURE	

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HINSDALE WAVE LABORATORY IMPROVEMENTS STUDY
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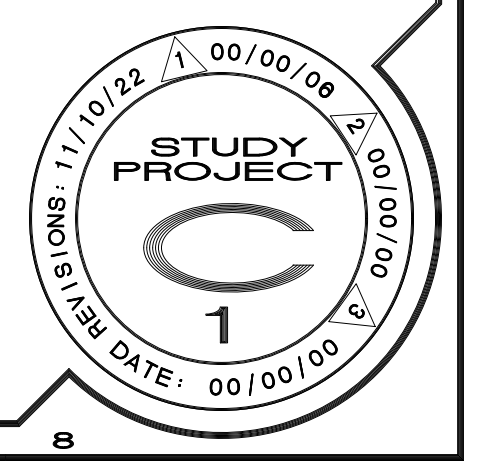




PROJECT C, FIRE STUDIES TESTING AREA SITE PLAN
 1/8" = 1'-0"
 2
 CI

OREGON STATE UNIVERSITY
 HINSDALE WAVE LABORATORY IMPROVEMENTS STUDY
 FIRE STUDIES TEST SITE
 HINSDALE WAVE RESEARCH LAB, OSU CAMPUS, CORVALLIS, OREGON

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Oregon State University

Hinsdale Wave Research Lab

Remodel Pre-Design Study

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Date: November 8, 2022

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Part I – Introduction**1.0 Introduction**

There are several primary purposes for this study:

- 1) To evaluate the existing mechanical, electrical, and plumbing systems currently serving the areas of the building to be remodeled.
- 2) To present recommendations for modifying the mechanical, electrical, and plumbing systems to support the areas of the building to be remodeled.
- 3) Identify any areas of concern.

The areas to be remodeled are in three separate, non-adjacent portions of the building. The needs for each area and the existing systems serving them vary. As a result, this study has been organized to address each of these areas individually.

This report is focused on evaluating heating, ventilating, and air conditioning (HVAC) systems, plumbing systems, fire sprinkler systems, fire alarm systems, lighting systems, and electrical systems. This document includes descriptions of existing and proposed systems, observations, and recommendations.

1.1 Scope and Sources of Information

This report is intended to be a general overview of existing and proposed systems rather than a detailed list of all existing items and all items necessary to implement the proposed systems. Information for this report was gathered from a variety of sources, including: observations made during a site visit and drawings from previous projects in the building.

1.2 Executive Summary

InSite Group has evaluated the existing HVAC systems, plumbing systems, fire sprinkler systems, fire alarm systems, lighting systems, and electrical systems serving the areas to be remodeled at the existing Hinsdale Wave Research Lab at Oregon State University. The following pages describe the existing conditions and give recommendations for the anticipated remodel projects.

Part II – Extension of Existing Vehicle Simulation Lab**2.0. General Information**

What follows is a description of some of the existing and proposed systems serving the area where the existing vehicle simulation lab will be extended. Photos of some of the existing systems are located in Appendix A at the end of this report.

2.1. HVAC Systems**A. Existing HVAC Systems**

Heating and cooling is provided to the existing driving simulation lab by five fan coil units located within the space. According to mechanical design drawings from 2016, the five fan coils have a total sensible cooling capacity of 57,753 BTU/h.

The fan coils are served by a Daikin model REYQ72TTJU Variable Refrigerant Flow (VRF) heat pump located above the existing driving simulation lab. According to the nameplate on this unit, it was manufactured in September 2016. This unit has a nominal cooling capacity of 72,000 BTU/h and a rated cooling capacity of 67,000 BTU/h.

A ventilation fan brings unconditioned outside air into the existing simulation lab. Air is exhausted from the existing simulation lab through an exhaust fan. The ventilation and exhaust air is distributed through ductwork. Ventilation air passes into and out of the space by supply diffusers and exhaust grilles located in the ceiling.

B. Proposed HVAC Systems

Since the existing Daikin VRF heat pump serving the existing driving simulation lab has only about 9,000 BTU/h of spare capacity available, it will not be sufficient for cooling and heating the anticipated expansion of the driving simulation lab. Therefore, a new HVAC system will need to be provided for the expansion. The planned expansion will have a similar square footage as the existing driving simulation lab, so a new HVAC system of similar size and capacity as the existing system can be anticipated. A similar system using new fan coil units, a heat pump, ventilation fan, exhaust fan, distribution ductwork, supply diffusers, and exhaust grilles could again be utilized. Like the existing VRF heat pump serving the existing driving simulation lab, a new heat pump will need to be open to the west wing staging area to allow heat to be rejected to warehouse space. The new VRF heat pump cannot be in enclosed in a room.

Some existing ductwork serving the existing driving simulation lab will need to be rerouted to accommodate a new staircase for the expansion.

2.2. Plumbing Systems**A. Existing Plumbing Systems**

We are currently not aware of any existing plumbing systems located in the proposed remodel area.

B. Proposed Plumbing Systems

We are currently not aware of any plumbing new work that will be required for the proposed remodel area.

2.3. Fire Sprinkler Systems**A. Existing Fire Sprinkler Systems**

The existing area where the driving simulation expansion is located does not have any existing fire sprinkler system.

B. Proposed Fire Sprinkler Systems

It is expected that the driving simulation expansion will require fire sprinklers.

2.4. Fire Alarm System**A. Existing Fire Alarm Systems**

The existing area where the driving simulation expansion is located does not have any existing fire alarm system.

B. Proposed Fire Alarm Systems

Fire alarm notification devices may be required in the area of work. This would include horns and strobes.

2.5. Lighting Systems**A. Existing Lighting Systems**

The area where the driving simulation expansion is located does not have any existing lighting system that can be utilized for the expansion.

B. Proposed Lighting Systems

It is recommended that LED light fixtures be installed in order to meet current energy codes and reduce the energy consumed by the lighting. Occupancy sensors are also expected to be required to meet current energy codes. Illuminated exit signs and emergency lights will be needed along the path of egress.

2.6. Electrical Distribution Systems**A. Existing Electrical Distribution Systems**

The existing driving simulation lab is served by panel "L-104", which located just south of existing This panel is rated 225 amp, 120/208 volt, 3 phase. Panel "L-104" is served by #3/0 (200 amp capacity) feeder conductors from a nearby step-down 75 KVA transformer which is served by panel "DP1". Panel "L-104" currently has eight (8) 20 amp, single pole circuit breakers that are turned off. The existing panel schedule for panel "L-104" labels

these breakers as “spare” so presumably they could be used for the driving simulation expansion. Additionally, panel “L-104” currently has eight (8) blank spaces where new circuits could be installed. According to 2016 electrical drawings for the existing driving simulation lab, panel “L-104” had a design load of 16.7 KVA or 46 amps at 208 volts, 3 phase.

B. Proposed Electrical Distribution Systems

It is recommended that existing panel “L-104” be used to provide power for the driving simulation expansion. Panel “L-104” is ideal for this purpose because it has spare circuit breakers, spare circuit spaces, about 55 KVA (150 amps at 208 volts, 3 phase) of spare capacity, and is located physically close to the area of work. Panel “L-104” should be able to accommodate the expected number of added new circuits and added electrical load for the driving simulation lab expansion.

It should be noted that the area for work the driving simulation expansion currently contains two 75 KVA transformers and electrical panel “5X”. These items could remain where they are, but if it is determined that they would interfere with the use of new spaces then they would need to be moved. The expansion project would then need to include the relocation of these items in the project budget.

Part III – Remodel of the existing second floor area on the east side of the West Wing

3.0. General Information

What follows is a description of some of the existing and proposed systems serving the area where the existing vehicle simulation lab will be extended. Photos of some of the existing systems are located in Appendix A at the end of this report.

3.1. HVAC Systems

A. Existing HVAC Systems

The second floor area of work is currently served by a Carrier model 50TFQ006-A-611 heat pump roof top unit. Based on the model number, the unit has a nominal cooling capacity of 5 tons. Based on information on the existing unit, it has a max heating output of 87,032 BTU/Hr. Based on the serial number on the unit, it appears that unit was manufactured in February 2003.

Conditioned air is distributed to the area of work through ductwork. Air passes into and out of the space by supply diffusers and return grilles that are recessed in the lay-in ceiling.

B. Proposed HVAC Systems

The existing Carrier rooftop unit is 19 years old and has nearly exceeded its expected service life. It is recommended that rooftop unit be replaced as part of the remodel.

Some of the existing distribution supply and return ductwork can likely be reused as part of the remodel, but modifications will be necessary.

3.2. Plumbing Systems**A. Existing Plumbing Systems**

We are currently not aware of any existing plumbing systems located in the proposed remodel area.

B. Proposed Plumbing Systems

We are currently not aware of any plumbing new work that will be required for the proposed remodel area.

3.3. Fire Sprinkler Systems**A. Existing Fire Sprinkler Systems**

Fire sprinkler heads installed in the lay-in ceiling were observed in the second floor area of work.

B. Proposed Fire Sprinkler Systems

A fire sprinkler system is expected to be required for second floor area of work. The existing fire sprinkler piping and heads could potentially be reused. Some lay-in ceiling tiles were observed to have what appeared to be water stains. This may indicate that there is some piping that is leaking that needs to be repaired.

3.4. Fire Alarm System**A. Existing Fire Alarm Systems**

No existing fire alarm notification devices were observed in the area of work.

B. Proposed Fire Alarm Systems

Fire alarm notification devices may be required in the area of work. This would include horns and strobes.

3.5. Lighting Systems**A. Existing Lighting Systems**

The second floor area of work is currently illuminated by 2'x4' recessed fluorescent light fixtures. Illuminated exit signs and emergency lights were also observed in the area of work.

B. Proposed Lighting Systems

It is recommended that LED light fixtures be installed in order to meet current energy codes and reduce the energy consumed by the lighting. Occupancy sensors are also expected to be required to meet current energy codes. Illuminated exit signs and emergency lights will be needed along the path of egress.

3.6. Electrical Distribution Systems**A. Existing Electrical Distribution Systems**

Power for the second floor area of work appears to be provided by panel "2BB", which is located in the existing south second floor open office.

B. Proposed Electrical Distribution Systems

Power for the second floor area of work can continue to be provided by panel "2BB".

Part IV – Exterior Test Slab Areas West of the West Wing**4.0. General Information**

What follows is a description of some of the existing and proposed systems serving the exterior test slab area west of the west wing. Photos of some of the existing systems are located in Appendix A at the end of this report.

4.1. Plumbing Systems**A. Existing Plumbing Systems**

There is existing large piping from an above ground storage tank to an existing sump pit. This piping is currently disconnected and disassembled at some locations.

B. Proposed Plumbing Systems

There is existing large piping from the above ground storage tank to an existing sump pit is to be removed.

A new drainage sump pump assembly is to be provided for draining the existing fire pit and adjacent sump pit wells.

4.2. Electrical Distribution Systems**A. Existing Electrical Distribution Systems**

Two electrical panels are located near the existing test slab. One panel is 125 amp, 208 volt, 3 phase and is feed by breaker out of Panel "4X". The other panel is 100 amp, 208 volt, 3 phase and is feed by a 60 amp breaker out of Panel "5X". The two panels serve existing pumps at the test slab that are to be removed.

B. Proposed Electrical Distribution Systems

Power for the new drainage sump pump could be provided by one of the panels located near the existing test slab. Since the existing pumps at the test slab are to be removed, there should be sufficient capacity and breaker space to provide power for the new drainage sump pump.

Part V – Receptacles Along Linear Wave Basin Flume in the West Wing**5.0. General Information**

What follows is a description of some of the existing and proposed systems serving the linear wave basin flume in the west wing.

5.1. Electrical Distribution Systems**A. Existing Electrical Distribution Systems**

Currently the existing linear wave basin flume does not have electrical receptacles along it. Existing electrical panels in the west wing include panel "4X", panel "5X", and electrical panels located in the west wing electrical room.

B. Proposed Electrical Distribution Systems

The existing linear wave basin flume is about 336 feet long and about 14 feet wide. Typical outdoor extension cords come in standard lengths of 25, 50, and 100 feet. Using a 50 foot extension cord as a basis for spacing receptacles along the flume and accounting for equipment that may suspended about 8 feet above the flume, receptacles are suggested to be located about every 40 feet along the flume. This would come out to 9 receptacles along

the length of the flume on each side, or 18 receptacles total. Typically, we will design for a max of 6 general use convenience receptacles on a single 20 amp, 120 volt circuit. If this convention is followed, then only 3 to 4 new circuits would be required for the new receptacles. Accommodating this number of new circuits should be fairly easy. It is recommended that the circuits be served by existing electrical panels in the west wing, such as panel "4X", panel "5X", and/or one of the existing panels in the west wing electrical room.

If equipment electrical loads along the linear wave basin flume are expected to be large, then reducing the number of receptacles per circuit may be required. This will especially be the case if multiple pieces equipment with large electrical loads are expected to operate simultaneously along the flume. Otherwise, potentially only one receptacle at a time may be utilized along the flume (depending on the power requirements of the equipment). Increasing the number of circuits to power the receptacles along the flume will increase costs but would provide more flexibility. If the number of circuits is increased significantly (such as 18 dedicated circuits), then a sub-panel may need to be added to provide the necessary breaker space. Also, if receptacles at a variety of voltages and phases are required (such as 208 volt, 480 volt, or 3 phase loads), then additional receptacles and circuits would be required. Therefore, the expected needs of the space should be discussed and carefully considered during final design.

Appendix A: Photos of Existing Systems



Existing VRF Heat Pump Serving Existing Driving Simulation Lab



Existing Exhaust Fan & Ductwork Serving Existing Driving Simulation Lab



Existing Ventilation Fan & Ductwork Serving Existing Driving Simulation Lab



Existing Exhaust Fan Existing Driving Simulation Lab (Alternate View)



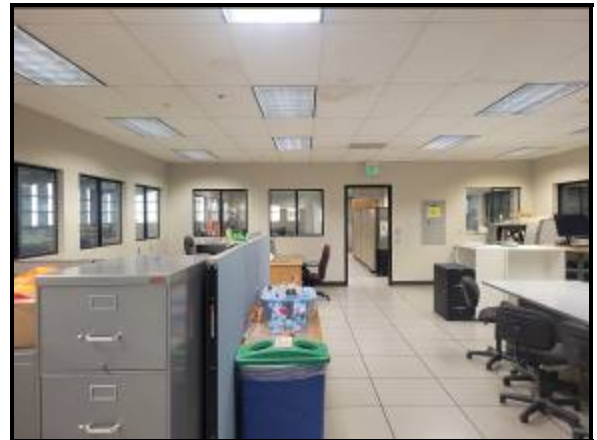
Existing Electrical Panel "L-104" Serving Existing Driving Simulation Lab



Existing 75 KVA Transformer in Area of Work for New Driving Simulation Lab Expansion



Existing 75 KVA Transformer Serving Panel "L-104"



Existing Second Floor Area on East Side of West Wing. Existing Electrical Panel "2BB" Can be Seen on the Right Side of the Image, Next to the Doorway. Note What Appears to be Water Damage on Ceiling Tiles.



Existing Electrical Panel "5X"



Existing Carrier Heat Pump Rooftop Unit Serving Second Floor Area on East Side of West Wing



Location for New Drainage Sump Pump in Existing Sump Pit Well



Existing Piping and Pumps to be Removed at Exterior Test Slab Area



Existing Piping and Pumps to be Removed at Exterior Test Slab Area. Existing Above Ground Storage Tank Can be Seen.



Existing Electrical Panels at Exterior Test Slab Area