



Date: July 6, 2015

Subject: Request for Qualifications (RFQ) for Oregon Bach Festival  
Addition to the School of Music and Dance

Dear Prospective Consultant:

The University of Oregon (the "Owner") is soliciting qualifications from architecture firms for architectural services related to the Oregon Bach Festival Addition to the School of Music and Dance (the "Project"). This letter contains the information required to respond to this RFQ. I know how much work is involved in developing a submittal of this type, and I would like to thank you in advance for taking time to respond.

## PROJECT SUMMARY

The Oregon Bach Festival (OBF) began in 1970 as a conductors' workshop sponsored by the School of Music and Dance (SOMD). It was founded by Royce Saltzman and Helmuth Rilling. In the early years the office was in the SOMD and it was known as the University of Oregon Summer Festival of Music. The Festival gradually expanded, and in 1979 it was re-named The Oregon Bach Festival. In 1982 the large scale performances were moved over to the new Hult Center for the Performing Arts. OBF moved to Agate Hall in the early 1990s and was required to move again to their current location at 1600 Millrace. Given university planning needs and the needs of the other units on campus, OBF is in a bit of a nomadic position at the moment. This new building will give OBF a stable home.

In 2014, OBF received a large endowment gift from Andrew and Phyllis Berwick to initiate a new Academy for the study of Historically Informed Performance. This Academy will consist of an orchestra of 35 young professional musicians and 10 internationally respected tutors who will provide detailed instruction on all the orchestral instruments, all under the direction of Matthew Halls. In planning the curriculum and Academy schedule for 2015, OBF realized that facilities at the Frohnmyer Music Building, home to SOMD cannot handle the extra activity, as the school has to reserve space for summer courses and summer camps. A new facility will be needed to accommodate the Academy.

The new building will also allow OBF to explore programming during times of the year that would be very natural for the music of Bach. For example, the St. Matthew Passion and St. John Passion of J.S. Bach are most appropriately performed during the week before Easter. Having this facility will allow the OBF to program rehearsal, lectures, and other events during that week. This building will also bring OBF closer to their roots at the SOMD. OBF and SOMD already collaborate on several programs each year. They co-manage the Chamber Music at Beall series of six concerts with the School of Music. OBF frequently presents concerts during the academic year at Beall Hall. And each year, artistic director Matthew Halls is in residence at the SOMD conducting the orchestra and chorus.

## CAMPUS PLANNING, DESIGN & CONSTRUCTION

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OBF also shares ownership of several very expensive keyboard instruments that are used during the academic year as well as the summer festival.

We are very excited by this project and we feel it will be of tremendous benefit to the Oregon Bach Festival and to the School of Music and Dance.

The project goals include the following:

- Create a new home for the OBF office and administration, a prominent presence on campus and in relation to the School of Music and Dance (SOMD);
- Create a new and inspiring, multi-functional performance space; a beautiful and functional rehearsal room with state of the art acoustics, acoustically tuned for musicians to hear each other and the conductor to hear each instrument;
- Provide meeting space for the OBF Board of Directors;
- Create a “front door” for the Oregon Bach Festival, a public face to campus and to the community;
- Meet the requirements of the Oregon Model of Sustainable Development and achieve LEED Gold certification;
- Highlight the important indoor-outdoor relationships between indoor and outdoor program spaces, between existing SOMD and new addition. Be sensitive to existing conditions, the Pioneer Cemetery, 18th Ave traffic patterns and existing entrances to campus and buildings;
- Encourage a positive working environment. Encourage engagement of SOMD students, faculty and staff to feel welcome in this new facility. Provide careful integration and separation of the OBF offices and administrative spaces in regard to the public overflow / circulation and meeting spaces; and
- Reflect and integrate the rich history of the Oregon Bach Festival and historically informed music as a fabric through all public spaces.

Location: The project site is located on Parking lot 22 at the Southeast corner of the Frohnmayr Music building. The site faces south to 18<sup>th</sup> Ave, a heavily trafficked thoroughfare on the south side of campus; faces east to the Pioneer Cemetery, which is privately owned; and faces west and north to the Frohnmayr Music building, home to the School of Music and Dance.

Funding: The project is fully donor funded. The total project budget has been set at \$8,725,000, which includes a total direct construction budget of \$6,178,000.

Planning: The UO engaged TBG Architects and Planners to develop a conceptual study and budget that was completed in February 2015. The study conceptualized a new two-story building of approximately 14,000 gross square feet to house the OBF offices, meeting space and a 2,300 square foot rehearsal space. Since then a project user group was formed and further clarified the assumptions and design requirements for this project. The result is a new two-story building of approximately 11,000 gross square feet to align with the above-

mentioned budget. The addition will be the 'public face' of the organization to the campus and the community.

The Project will start as soon as an architect agreement is executed, anticipated to begin at the start of fall term 2015. The selected firm will work collaboratively with a Project User Group. The selected firm must be ready to commit key personnel to the Project immediately following selection and must be able to perform the work within the projected schedule. Occupancy is scheduled for March 2017 in time for the 2017 Festival season.

The University will use the Construction Manager/General Contractor (CM/GC) project-delivery method for this Project. It is anticipated that the CM/GC will be hired during or shortly after the selection of the architect and will participate with the Owner and the architect in an integrated design team throughout the design process.

#### **BASIS FOR EVALUATING QUALIFICATIONS.**

*Firms must be licensed or have an application in process to practice architecture in Oregon.* Additionally the selected firm must maintain an office within Oregon and perform the work within Oregon. This firm will have primary responsibility for the work.

The Owner will select a firm based on the factors identified below in addition to the licensure criteria. Your submittal should respond as well to the following criteria:

1. Demonstrating overall design skill and ability to create buildings and landscapes that would be excellent additions to the University campus—in particular, experience that showcases skill and ability with expansion projects that breathe new life into old buildings, provide excellent energy-efficient enhancements, and creative yet sound results that will benefit the University through the development of a safe and maintainable building for decades to come.
2. Creating buildings, systems, and spaces likely to be found in this Project, including:
  - a. Acoustically designed performance or rehearsal spaces of comparable size identified within the Project Description, see Attachment 1: OBF Project Description;
  - b. Creation of a building center—a building hearth—providing connection to entry, to programs, and to adjacent structures;
  - c. Effective, creative design using daylight, in particular providing daylight in challenging locations; and
  - d. Stand-alone and/or additions with difficult space design and construction constraints.
3. Designing exterior environments likely to be found in this Project, including specifically:
  - a. Landscapes that rejuvenate the existing site and building conditions, and attract use year-round;
  - b. Broad, complex site considerations that include multiple building entries, bike and pedestrian and vehicle thoroughfares, area pathway links, view corridors, and gateways; and

- c. Building design in adjacency or connected to buildings with widely differing architectural styles.
4. Designing buildings meeting the standards similar to those of the institution and the State of Oregon, including:
  - a. Highly sustainable projects that push the envelope for sustainable design in ways that maximize environmental performance without excessive cost:
    - Policies similar to the University of Oregon Model for Sustainable Development (OMSD) as described in *Campus Plan* Policy 10 (<http://uplan.uoregon.edu/plandoc/CampusPlan/CampusPlan.html>); and
    - Experience with LEED certification at Gold level or higher.
  - b. Projects designed within the framework of the University's *Campus Plan* or similar requirements.
5. Demonstrating experience with the processes expected to be followed by this Project, including specifically:
  - a. Creating design concepts through a high level of involvement of a large number of diverse users, in particular through user groups as customarily practiced at the University (described in *Campus Plan* Policy 1, pages 16 and 19);
  - b. Exhibiting the ability to listen to user needs and communicate effectively with a broad spectrum of communities using a wide range of media—written, graphic, and oral;
  - c) Designing projects with multiple construction phases and adjacent occupied spaces;
  - d) Practicing creative and effective project, schedule, and cost management techniques to accurately predict total building costs within the local area and to ensure that the University's resources are used most effectively without compromising the core values of the Project; and
  - e) Working collaboratively using integrated design principles with an owner, contractor (preferably in a CM/GC situation), and others to create the best possible project within an owner's budget and schedule.
6. Including in the submittal a one-page essay describing how you and your design team strive to achieve spectacular results while using much less? The university understands that the performance/rehearsal space could be a highly detailed and expensive component, and while the value we place on the success of this facility is extremely high, the project's budget resources are limited.

If submitting with another architecture firm, provide the information requested above regarding the experience of each firm and also provide the experience of both firms in working in association with other architecture firms.

#### **SUBMISSION REQUIREMENTS AND PROCEDURES.**

To be considered responsive, a digital copy of your submittal in a manageable size and in pdf format must be received via email to Martina Oxoby, Planning Associate in Campus Planning, Design and Construction at [moxoby@uoregon.edu](mailto:moxoby@uoregon.edu) no later than 4:00 P.M. PST, Thursday, July 23, 2015.



**Your submission of qualifications must be no more than 18 pages of materials** (including cover letter, not including blank pages, covers, or dividers devoid of meaningful content), in an 8-1/2" x 11" format. Foldouts up to 11" x 17" are permitted. The University may, at its option, remove excess pages. The submittal must include the following:

- the firm's responses to the criteria in the "Basis for Evaluating Qualifications" section;
- the submitting firm's name, address and phone number (must be an Oregon firm as described in "Basis for Evaluating Qualifications" above);
- the contact person within the firm and that person's electronic mail address;
- a list of the firm's personnel by discipline who will be available to provide the capacity to perform the required services for the Project;
- the name and Oregon registration number of the Project architect who would serve as the architect of record;
- illustrations or photographs of at least three relevant projects; and
- at least three appropriate (similar size and scope) project references, each including:
  - a. size of the referenced project (dollars and physical size);
  - b. date of project completion;
  - c. location of the project;
  - d. whether or not the project was completed on schedule and on budget;
  - e. responsibilities and qualifications of those who would work on our Project; and
  - f. current name, address, and telephone number of one or two people most appropriate to discuss your firm's performance on the project, preferably including building occupants.

Firms may, at their choice, list consultant firms they might select to work on this Project (such as mechanical and structural engineers, landscape architects and acoustic engineers). Firms not providing this information at this time will not be penalized. While other consultants will be a part of the consultant's design team, the University expects to be involved in the selection of all consultants.

The Owner may reject any submission not in compliance with all requirements and may cancel this RFQ or reject for good cause any or all responses, without liability to the Owner, upon a finding by the Owner that it is in the public interest to do so.

Please note that throughout this procurement process, the Owner will not accept submissions or inquiries that require the Owner to pay the cost of production or delivery or any other costs.

### **SELECTION AND CONTRACTING PROCESS.**

The Oregon Administrative Rule (OAR) 580-063-0020 and -0030 enumerate the University's rules and procedures for contracting with professional consultants.

From the firms responding to this RFQ the Owner will select the most responsive, responsible firm it believes best meet the criteria listed above under "Basis for Evaluating Qualifications" and the information submitted under "Submission Requirements and Procedures". If necessary, the Owner may choose to invite two or more firms to interview and will furnish them with an interview packet containing additional programmatic

information and requirements. The Owner may also include a form of design competition as a part of the interview process for those firms selected to interview. If a design competition is pursued, firms selected for interviews may or may not be compensated for expenses related to participating in the design competition.

Firms selected for interviews will be notified by telephone and letter no later than 8 working days in advance of the interviews, tentatively scheduled for **August 13, 2015**. Interview times will be based on the order in which the submittals were received via email to Campus Planning, Design & Construction, with the earliest received having first choice.

After interviewing the finalist firms, the Owner may schedule additional interviews with firms selected from the finalists.

The Owner will select the firm it believes best meets the criteria identified in this RFQ and will enter into negotiations with that firm. If the negotiations are successful, the Owner will enter into an agreement substantially similar to the attached standard architect's agreement. If the negotiations are not successful, the Owner reserves the right to enter into negotiations with another of the remaining firms.

#### **CONTRACT.**

The Owner uses a standard contract form for architect agreements (see Attachment 3: Draft Architect's Agreement). Before submitting your firm's qualifications to the Owner, please carefully review this contract, which will form the basis of contract negotiations with the selected firm.

#### **PROTESTS.**

Protests regarding the solicitation and Request for Qualifications must be made in writing to Fred Tepfer, Project Planning Manager in Campus Planning, Design & Construction at [ftepfer@uoregon.edu](mailto:ftepfer@uoregon.edu) by July 20, 2015.

Protests regarding the selection of firms to interview must be made in writing to Fred Tepfer, Project Planning Manager in Campus Planning, Design & Construction at [ftepfer@uoregon.edu](mailto:ftepfer@uoregon.edu) no later than five calendar days after the date of notification of the interview list.

Protests regarding the selection of the firm for the Project from the submissions or interview list must be made in writing and received by Fred Tepfer, Project Planning Manager in Campus Planning, Design & Construction at [ftepfer@uoregon.edu](mailto:ftepfer@uoregon.edu) no later than five calendar days after the date of the notification of that firm.

Protests must comply with the requirements of and will be addressed as provided in the OUS Administrative Rules in OAR 580, Division 61.

#### **PROPRIETARY INFORMATION.**

The University shall retain this RFQ, one copy of each submittal received in response to it, and copies of all documents pertaining to the award of a contract. These documents will be made part of a file or record, which shall be open to public inspections after a firm is

selected and award is announced. If a submission contains any information that is considered a trade secret under ORS 192.501(2), mark each sheet of such information with the following legend: "This data constitutes a trade secret under ORS 192.501(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192."

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

In order to facilitate public inspection of the non-confidential portions of the submittal, material designated as confidential shall accompany the submittal, but shall be readily separable from it, **although such pages will be included within the overall page limitation.** Prices, makes, models, or catalog numbers of items offered, scheduled delivery dates, and terms of payment may be publicly available regardless of any designations to the contrary. Any submittal marked as a trade secret in its entirety shall be considered non-responsive and will be rejected.

#### **EQUAL EMPLOYMENT COMPLIANCE; SEXUAL HARASSMENT.**

By submitting qualifications, the submitter certifies conformance to the applicable federal, state, and local laws, acts, executive orders, statutes, administrative rules, regulations, ordinances, and related court rulings concerning Affirmative Action toward Equal Employment Opportunities. All information and reports required by the Federal, Oregon State, or local Governments having responsibility for the enforcement of the foregoing shall be supplied to the Owner upon request for purposes of investigation to ascertain compliance with the foregoing.

The Owner is committed to increasing opportunities for Emerging Small Businesses and Minority and Women Owned Businesses, and the University strongly encourages its contractors to use these businesses in providing services and materials for University contracts and projects.

Pursuant to OAR 580-061-0030, by submitting qualifications, the submitter certifies that the submitter has not discriminated against Minority, Women or Emerging Small Business Enterprises in obtaining any required subcontracts.

Pursuant to OAR 580-061-0040, submitters are hereby notified that The University of Oregon has adopted policies applicable to consultants and contractors that prohibit sexual harassment and that proposers and their employees and agents, and subcontractors and their employees and agents, are required to adhere to the University's policies prohibiting sexual harassment in their interactions with members of the University's community.

#### **TAX CERTIFICATION.**

By submission of your qualifications the signatory certifies under penalty of perjury that the signatory is authorized to act on behalf of the submitter and that the submitter is, to the

best of the signatory's knowledge, not in violation of any Oregon tax laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and ORS 403.200 to 403.250 and ORS Chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620.

**ADDITIONAL INFORMATION.**

A Non - Mandatory tour of the Project site will take place on **Thursday, July 9 between 11:00 A.M.-noon**. The group will meet at Parking lot 22 at the south side of the Frohnmayer Music Building. This tour is entirely optional, and participation will not be considered when the qualifications of those submitting are reviewed. Firms participating will not be advantaged, and those not participating will not be disadvantaged.

Questions should be directed to:  
Martina S. Oxoby  
Campus Planning, Design & Construction  
Telephone: (541) 346-5880  
E-mail: [moxoby@uoregon.edu](mailto:moxoby@uoregon.edu)

Sincerely,



Martina S. Oxoby, Planning Associate  
Campus Planning, Design & Construction

**Attachments:**

- Attachment 1: OBF Project Description
- Attachment 2: Draft Architect's Agreement



# Oregon Bach Festival Addition to the School of Music and Dance

## Project Description

Campus Planning, Design and Construction  
University of Oregon  
July 2015





This document was created with thanks to the following project members:

**User Group:**

Michael Anderson, Director of Artistic Administration, OBF; serving as Project Sponsor and User Group co-chair  
Nathan Bick, Director of Development, OBF  
Cole Blume, Student, GTF, Music  
Sandy Cummings, Business Accountant, OBF  
Brad Foley, Dean, School of Music; serving as User Group co-chair  
Fritz Gearhart, Assoc Professor of Violin, Music; served as Campus Planning Committee representative  
David Goudy, Interim Dir of Education, OBF  
Richelle Krotts, License Analyst, student Record Coordinator, College of Education; and Fritz Gearhart as Campus Planning Committee representative  
John Manotti, Assoc VP Advancement and International Programs  
David Mason, Dir of Facilities Services, Music  
Dick Romm, OBF Volunteer, Community Member  
Alison Snyder, Assoc Professor, Architecture; serving as Architecture & Allied Arts representative

**Project Staff:**

Martina Oxoby, Planning Associate, Campus Planning, Design and Construction  
Annie Chiang, GTF, Campus Planning, Design and Construction

CAMPUS PLANNING, DESIGN AND CONSTRUCTION  
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SOMD Beall Hall



Silva Hall, Hult Center



SOMD Aasen-Hull Hall, a performance and rehearsal space



# Introduction

The University of Oregon is seeking architectural firms and consultants and a construction manager/general contractor (CM/GC) to perform design services for the Oregon Bach Festival (OBF) project. This document describes the project as the university best understands it at this time. As such, it serves to inform prospective architects about the project, as well as to establish the relationship between the user group and the design team that is ultimately selected for the project. The following information should be a beginning rather than an end.

## History and Project Overview

OBF began in 1970 as a conductors workshop sponsored by the School of Music and Dance (SOMD). It was founded by Royce Saltzman and Helmuth Rilling. In the early years the office was in the SOMD and it was known as the University of Oregon Summer Festival of Music. The Festival gradually expanded, and in 1979 it was re-named The Oregon Bach Festival. In 1982 the large scale performances were moved over to the new Hult Center for the Performing Arts.

OBF moved to Agate Hall in the early 1990s and was required to move again to their current location at 1600 Millrace. Given university planning needs and the needs of the other units on campus, OBF is in a bit of a nomadic position at the moment. This new building will give OBF a stable home.

In 2014, OBF received a large endowment gift from Andrew and Phyllis Berwick to initiate a new Academy for the study of Historically Informed Performance. This Academy will consist of an orchestra of 35 young professional musicians and 10 internationally respected tutors who will provide detailed instruction on all the orchestral instruments, all under the direction of Matthew Halls. In planning the curriculum and Academy schedule for 2015, OBF realized that facilities at the Frohnmyer Music Building, home to SOMD cannot handle the extra activity, as the school has to reserve space for summer courses and summer camps. A new facility will be needed to accommodate the Academy.

The new building will also allow OBF to explore programming during times of the year that would be very natural for the music of Bach. For example, the St. Matthew Passion and St. John Passion of J.S. Bach are most appropriately performed during the week before Easter. Having this facility will allow the OBF to program rehearsal, lectures, and other events during that week. This building will also bring OBF closer to their roots at the SOMD. OBF and SOMD already collaborate on several programs each year. They co-manage the Chamber Music at Beall series of six concerts with the School of Music. OBF frequently presents concerts during the academic year at Beall Hall. And each year, artistic director Matthew Halls is in residence at the SOMD conducting the orchestra and chorus. OBF also shares ownership of several very expensive keyboard instruments, that are used during the academic year as well as the summer festival.

We are very excited by this project and we feel it will be of tremendous benefit to the Oregon Bach Festival and to the School of Music and Dance.



## Project Goals

- Create a new home for the OBF office and administration, a prominent presence on campus and in relation to the School of Music and Dance (SOMD).
- Create a new and inspiring, multi-functional performance space; a beautiful and functional rehearsal room with state of the art acoustics, acoustically tuned for musicians to hear each other and the conductor to hear each instrument.
- Provide meeting space for the OBF Board of Directors.
- Create a “front door” for the Oregon Bach Festival, a public face to campus and to the community.
- Meet the requirements of the Oregon Model of Sustainable Development and achieve LEED Gold certification
- Highlight the important indoor outdoor relationships between indoor and outdoor program spaces, between existing SOMD and new addition. Be sensitive to existing conditions, the Pioneer Cemetery, 18th Ave traffic patterns and existing entrances to campus and buildings
- Encourage a positive working environment. Encourage engagement of SOMD students, faculty and staff to feel welcome in this new facility. Provide careful integration and separation of the OBF offices and administrative spaces in regard to the public overflow / circulation and meeting spaces
- Reflect and integrate the rich history of the Oregon Bach Festival and historically informed music as a fabric through all public spaces.
- The goals are further refined in the project-specific patterns described on pages 14 through 20.



## OREGON BACH FESTIVAL PROJECT DESCRIPTION

University of Oregon

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## Schedule

The UO will enter contract negotiations with the selected architecture firm and hire a construction manager/general contractor (CM/GC) during summer 2015. The project is anticipated to begin design with the user group at the beginning of Fall term 2015. Occupancy is scheduled for March 2017 in time for the 2017 Festival season.

## Budget/Funding

The project is fully donor funded. The total project budget has been set at \$8,725,000 which includes a total direct construction budget of \$6,178,000.

## Work to Date

The UO engaged TBG Architects and Planners to develop a conceptual study and budget that was completed in February 2015. The study conceptualized a new two-story building of approximately 14,000 gross square feet to house the OBF offices, meeting spaces and a 2,300 square foot rehearsal space. The addition will be the 'public face' of the organization to the campus and the community. See Attachments for the Conceptual Floor plans.

A full user group was formed and held three project meetings between April-June in which the program has been updated to approximately 11,000 sf to align with the current project budget. The project is still conceived of as a 2-storey building, however, the university is considering wood framed construction with a concrete or masonry structure around the performance/rehearsal volume to acoustically support that key program. The university is also strongly considering that the performance/rehearsal space be located on the ground level to strengthen an indoor/outdoor connection and aid in the logistics of large instrument transfer between the addition and other SOMD performance spaces. The physical addition to the Frohnmayer Music Building is currently viewed as a light arcade connection. The user group created a series of project-specific patterns to further explore the ideas since the conceptual study. This Project Description is the evolution of the conceptual study and the project-specific patterns, goals, and program are the current direction for the OBF project.





# Preliminary Program

Oregon Bach Festival JULY 2015	Net Square Footage	Space / Occupancy / Furniture Needs	Adjacency	Spatial Qualities	Technology Needs	Notes
<b>PUBLIC &amp; EVENTS SPACES</b>						
Reception/Lobby	•	200 Function for small receptions, flexible furniture, lounge	Exterior entry(s)	natural light, upscale public entry, hearth	showcase displays, flexible exhibition, integrated history of the program	
Performance/Rehearsal room	•	2300 35-seat orchestra, 60-member rehearsal and possible ensemble quartet or septet performance with some temporary staging and 100-seat audience; 50-seat Music classroom.	Outdoor Courtyard, Board Room, Main floor, 2nd floor balcony, overflow space	multifunctional, flexible, natural light, physical connection to outdoors, high volume, visible by community. See Project Specific Pattern #5	security access control; after-hours access; acoustic attenuation required for musicians to hear each other and conductor to hear each instrument; projector and screen, showcase displays, flexible exhibition, integrated history of the program	Functions include in order of acoustic priority: 1. Small performance, 2. Rehearsal, 3. SOMD music classes. Comparable space: Music room 173.
Board Room / Seminar Room	•	700 Flexible furniture - possibly 50 seated for dinner; 20-30 seated at a board meeting table typically 5 or 6pm	Performance/Rehearsal room	multipurpose, flexible, natural light, noise bleed consideration	security access control; after-hours access; TV screen, showcase displays, flexible exhibition, integrated history of the program	Functions include in order of space quality: 1. Meeting space, 2. Small rehearsal space, 3. Small SOMD music classes, 4. Reception Room, 5. Serve as Green Room.
Library	•	450 Storage for books, music; workstation for Librarian	Lobby, Offices, Artistic Director	Enclosed, quiet room	Music listening, showcase displays, flexible exhibition, integrated history of the program	
Flexible, impromptu spaces	included in grossing factor	Outside of the traffic flow, soft seating, small tables	Performance/ Rehearsal room, Board Room, Offices	Wide circulation paths with eddies for impromptu meetings, collaboration, conversation, natural light	Outlets, outlets, outlets, showcase displays, flexible exhibition, integrated history of the program	
<b>EVENTS SUPPORT SPACES</b>						
Kitchen(s)						
Kitchenette/break room	•	200 lounge furniture, dining tables/chairs	Offices	Comfortable lunch area, break space	fridge, dishwasher, microwave, sink	
Catering prep nook	•	25	Board Room and Performance/ Rehearsal room, within storage room (?)	plug-in, set up space for UO Catering during events	to discuss with UO Catering, sink, power	
Storage B	•	750 Festival equipment, banners, posters, archival: 8 Gorilla racks and 10 file cabinets	SF can be divided into Storage C, D	more long term storage		
Storage C	•	SF part of Storage B	Performance/ Rehearsal Room		Secure, keypad	need simultaneous storage ?
Storage D	•	SF part of Storage B	Performance/ Rehearsal Room		Secure, keypad; consider temperature control	need simultaneous storage ?

## OREGON BACH FESTIVAL PROJECT DESCRIPTION

University of Oregon

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# Preliminary Program, continued

OFFICES									
Leadership Staff			L-shape desk with side table to meet with 2 people (typical)	Offices spaces should be separated/secured from after hours access of rehearsal room and board meeting room (typical)	views, natural light, privacy (typical)	2 duplex Power outlets, 2 Data jacks (typical)			
Exec. Director	•	250							
Artistic Director	•	120							
audition/piano room	•	200		adjoining the Artistic Director's office		AV to function as a listening room or auditions room; baby grand piano; acoustic treatment requested			
Business	•	90	L-shape desk with side table	Offices spaces should be separated/secured from after hours access of rehearsal room (typical)	views, natural light, privacy (typical)	2 duplex Power outlets, 2 Data jacks (typical)			
Artistic Admin	•	90	to meet with 2 people (typical)						
Communications	•	90							
Corp and Donor Rel	•	90							
Education	•	90							
Development	•	90							
Support Staff									
1 Executive Assistant	•	80							
2 Contract Administrator	•	80							
3 Education Assistant	•	80							
4 Development asstnt	•	80							
5 Marketing asstnt	•	80							
6 Volunteer Coordinator	•	80							
7 [future]	•	80							
8 [future]	•	0							
OFFICE SUPPORT SPACES									
Work room	•	400	Daily function: Layout space; assembly of packets, mailings, publications, program book proofing; seat 15 at a table.	Offices	Flexible, small working conference room with small workstations (counters?) for seasonal interns/students				
Shared copy room		100	Printer, fax, copy machine, staff mailboxes, supplies	Offices	Open space, either spread out printing/copy stations or consolidate in center of offices				
Storage A	•	200	Shared office storage, shelves/cabinets outside offices/corridors	Offices	Daily access				
Total net square feet		6795							
TOTAL BUILDING AREA NEEDED		11,325	accounts for restrooms (include a single-user Gender Inclusive Restroom), circulation, stairs, etc.						
EXTERIOR PROGRAM NEEDS									
Outdoor Spaces	•		Room for people to gather before/after performances,	Performance/ Rehearsal space, SOMD entrance	Sunny Courtyards, spill out/overflow for Performance/ Rehearsal space		See Patterns #2, #4		
Parking	•	25 spaces	Relocate 18 onsite parking spaces and add 7 spaces		onsite, careful consideration for bike/ped/vehicle safety with the firelane and 18th Ave intersection				



## OREGON BACH FESTIVAL PROJECT DESCRIPTION

University of Oregon

Page 7

# OBF Project Policies and Process

## *Campus Plan*

The *Campus Plan* contains a policy framework to guide the development of the University of Oregon. The *Plan* is a process for making development decisions on an on-going basis rather than a static fixed-image master plan; given that the exact nature and magnitude of future changes cannot be predicted with any degree of certainty, and object-oriented plans based on explicit assumptions about the future become outdated as the “future” becomes known.

Policies, which apply to all projects within the *Campus Plan*’s jurisdiction, describe the University’s requirements with respect to physical development and the application of the *Plan* to projects.

### *Campus Plan* Policies:

- Policy 1: Process and Participation
- Policy 2: Open-space Framework
- Policy 3: Densities
- Policy 4: Space Use and Organization
- Policy 5: Replacement of Displaced Uses
- Policy 6: Maintenance and Building Services
- Policy 7: Architectural Style and Historic Preservation
- Policy 8: Universal Access
- Policy 9: Transportation
- Policy 10: Sustainable Development
- Policy 11: Patterns
  - Campus-wide Patterns List
  - Project Specific Patterns
    - History and Identity
    - Gateway to Campus
    - A Front Door
    - Series of Outdoor Courtyards
    - Building Within a Building Within a Complex
- Policy 12: Design Area Conditions

Please refer to the *Campus Plan* for the full text of each policy.



On April 15, 2015 the Campus Planning Committee identified key *Campus Plan* policies, patterns, and other appropriate campus design issues from the *Plan* for consideration by the OBF project user group and the architect during project design. The committee agreed to recommended to the president the following actions related to the OBF Project:

1. Thoughtfully consider ways to improve the service drive so that it is more pedestrian and bike friendly.
2. Thoughtfully consider ways to improve the safety of the 18th Avenue pedestrian crossing.
3. Carefully consider ways to improve the cemetery edge.
4. Carefully address how the addition fronts 18th Avenue and relates to the existing SOMD building. Take advantage of the opportunity to activate the public edge. The resulting design should ensure that it feels like a “front,” not a “back.”
5. Clarify wayfinding. More clearly define entrances and how / where to access SOMD, OBF, and Beall Hall, whether they are shared or separate access points.
6. Look into the potential to shift the service drive further east to enhance the development site and increase options to resolve pedestrian, bike, and vehicular conflicts.
7. Pay particular attention to trees in the vicinity.
8. Carefully consider the impacts on the existing building, in particular natural light and views.

Please see attachments for the full Campus Planning Committee Meeting 1 notes.

### Policy 1: Process and Participation

The structured and effective manner in which the university’s planning process functions stems from the principles described in The Oregon Experiment. The cornerstone of the process is the principle of participation, which is an extension of an established tradition in Oregon generally and at the University of Oregon in particular.

The process is designed to ensure that:

- meaningful opportunities exist for participation in the planning and design process,
- decisions are based upon a policy framework that preserves and enhances the essence of the campus as described in the *Campus Plan*, and
- planning decisions are coordinated and based upon overall institutional objectives.



## Policy 2: Open-space Framework

The University of Oregon campus is organized as a system of quadrangles, malls, pathways, and other open spaces and landscapes. This organizational framework works well and serves as a physical representation of the university's heritage.

The design would focus on improving the campus edge and bike/pedestrian/vehicular circulation. The design team would work with Campus Operations to ensure that Campus Tree Plan requirements are addressed. Please see attachments for a tree atlas of the project site.

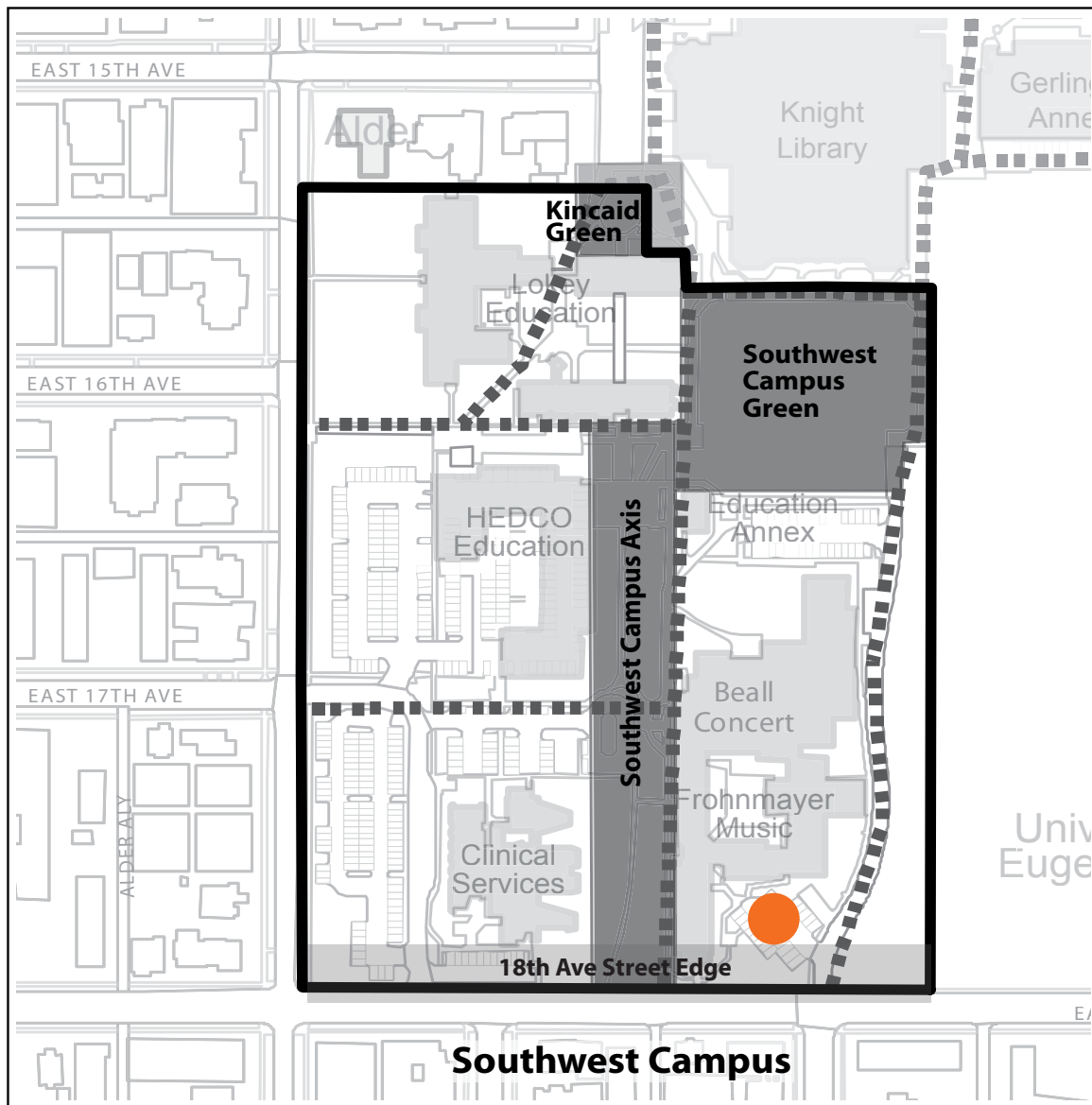


Diagram of Southwest Campus pathways, open spaces, and street edges (pg.94 of *Campus Plan*)



## Policy 5: Replacement of Displaced Uses

All university uses are important to the university. A new use must not benefit at the expense of an existing use. The replacement of vehicle parking should be sited to serve the same general area. The project's goal is to replace disrupted parking on site, likely along the western edge of the Pioneer Cemetery, working closely with the cemetery association.

## Policy 6: Maintenance and Building Service

Service and delivery access would be retained, including service to the existing Music Courtyard. Each service area should provide facilities for loading and package delivery, garbage and trash collection, recycling, and parking for maintenance and service vehicles.

## Policy 7: Architectural Style and Historic Preservation

The UO School of Music encompasses four different eras of building. Beall hall 1920's The west wing was built in the 1950's, the north wing was built in the 1970's, and there was a recent addition completed in the late 2000's. The architectural style of the School of Music will be considered as the design is developed to ensure compatibility. Sensitivity of not matching SOMD

## Policy 8: Universal Access

The university is committed to making all new facilities welcoming and accessible to all users without discriminating on the basis of ability. This inclusive environment enables all users to participate equally in the university's programs, activities, and services. Substantial grade changes in the area makes universal access challenging in this project. The project goal is to have ADA access from 18th Avenue to the new building addition.

## Policy 9: Transportation

Bike parking will be relocated on site. It is likely additional bike parking would be provided.







School of Music and Dance courtyard

## Policy 10: Sustainable Development

Environmental sustainability is highly important to the UO community, and the OBF Project provides an opportunity to push the envelope of sustainable and energy efficient design.

In addition to the legal and policy mandates that apply to this Project, the UO will, early in the design process, engage the design team and CM/GC in an integrated design process to describe specific areas of environmental concern; to identify strategies to address those concerns; to set environmental performance goals; to agree on areas needed for research and decision-making; and to establish methods and metrics to predict the building performance relative to those goals. As the Project develops, we will revisit the strategies and their predicted performance and possibly revise or choose among strategies based on performance data.

The UO expects to be an active participant in all phases of these discussions through policy and user-related decisions in the context of the User Group supplemented by staff support on technical details.

The Project will seek LEED Gold certification and meet the requirements of the Oregon Model for Sustainable Development.



View of south of SOMD from 18th Avenue





## Campus Plan Policy 11: Patterns and Project Specific Patterns

Patterns are statements about the built environment that describe and analyze design issues and suggest possible ways to resolve them. Articulating long-lasting, shared traditions and understandings that adapt well to development needs, patterns emphasize long-range planning and continuity of development decisions over time and at the same time enable user groups to respond quickly to opportunities for facilities improvements as they emerge.

Each pattern, consisting of a title, identification of an issue, and a policy statement, identifies the essence of an issue and suggests ways to resolve it. Certain issues may involve more than one pattern; however, not all problems that need to be resolved are covered by patterns. Finally, the solution suggested by a pattern may not be the only answer. In these cases, an alternative means of resolving the issue is called for.

### Campus-wide Pattern List

As prescribed in the *Campus Plan*, patterns in **bold typeface** must be considered for every project and if not included must be explained to the Campus Planning Committee at the Schematic Design review. The full text for these patterns can be found in the *Campus Plan*. Below is a list of patterns that are especially relevant to the OBF project.

#### LARGE SCALE CAMPUS

Campus Trees  
Good Neighbor  
Main Gateways  
**Open-Space Framework**  
Open University  
Outdoor Classroom  
**Sustainable Development**  
**Universal Access**  
**Welcoming to All**

#### TRANSPORTATION

Bike Paths, Racks, and Lockers  
**Local Transport Area**  
Looped Local Roads  
Paths and Goals  
Pedestrian Pathways  
Peripheral Parking  
Shielded Parking and Service Areas  
Spillover Parking  
Road Crossings

#### SITE ARRANGEMENT

Activity Nodes  
**Building Complex**  
**Connected Buildings**  
**Existing Uses/Replacement**  
Family of Entrances  
**Main Building Entrance**  
**Positive Outdoor Space**  
Public Outdoor Room  
**Quiet Backs**  
Seat Spots  
**Site Repair**  
Sitting Wall  
**South Facing Outdoors**  
Tree Places  
**Use Wisely What We Have**

#### BUILDING DESIGN

**Four-Story Limit**  
**Architectural Style**  
**Operable Windows**  
**Flexibility and Longevity**  
**Future Expansion**  
**Wholeness of Project**  
**Wings of Light**  
**Quality of Light**  
**Organizational Clarity**  
**Building Hearth**  
Office Connections  
Public Gradient  
Fabric of Departments  
No Signs Needed  
Faculty-Student Mix  
Places to Wait  
Enough Storage  
Building Character and Campus Context  
Arcades  
Pools of Light  
Materials and Operations



## Project Specific Patterns

As a user group defines a project, the list of *Campus Plan* patterns grows to include new patterns developed by the user group. The patterns that follow are specific to the needs and issues the group wishes the project and design team to respond to during the design of the OBF addition.

### Project Specific Pattern #1

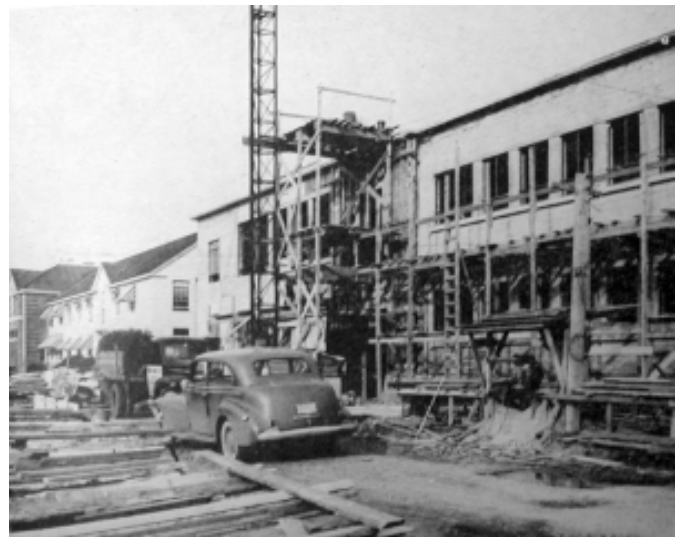
#### HISTORY AND IDENTITY

**ISSUE:** The Oregon Bach Festival program has largely been seen as an off campus program, “We’ve been so private for so long”... but now the OBF offices and rehearsal space will be returning to the SOMD.

**DISCUSSION:** This is the opportunity for the program to have a true presence on campus as well as a public face to the community at the south campus edge on East 18th Avenue.

**THEREFORE:** The new presence of OBF and the new addition to the SOMD should proudly announce the homecoming of the world renowned Oregon Bach Festival. The building should help strengthen OBF’s connection to campus and to the SOMD. It should create a public identity for OBF, an identity that is inviting and pulls in faculty, staff, students and community members. It should engage those interested in learning the history of this program and of Bach music, learning how to become involved in the future of the festival, and learning why the OBF is a leader in historically informed performances.

(identify in goals too) This should be a building where the OBF will continue to grow roots for future generations, strengthen the program’s identity as an educational program for students, and continue to be a leader in historically informed performances. It should play to the audible, physical, and visual experience as a living exhibit dispersed throughout the building. It should integrate the richness of music similar to the integration of math at Fenton Hall or physics at Willamette Hall.



South addition of SOMD under construction, 1947

#### *Campus Plan Related Patterns:*



##### *No Signs Needed*

Some buildings seem to have been planned to need signs so that people can find their way. Alternatively, a building can be designed to be self guiding, making it as easy as possible to negotiate through.

Therefore: Plan buildings to be as self guiding as possible so the signs are used to supplement good planning rather than to overcome bad planning.



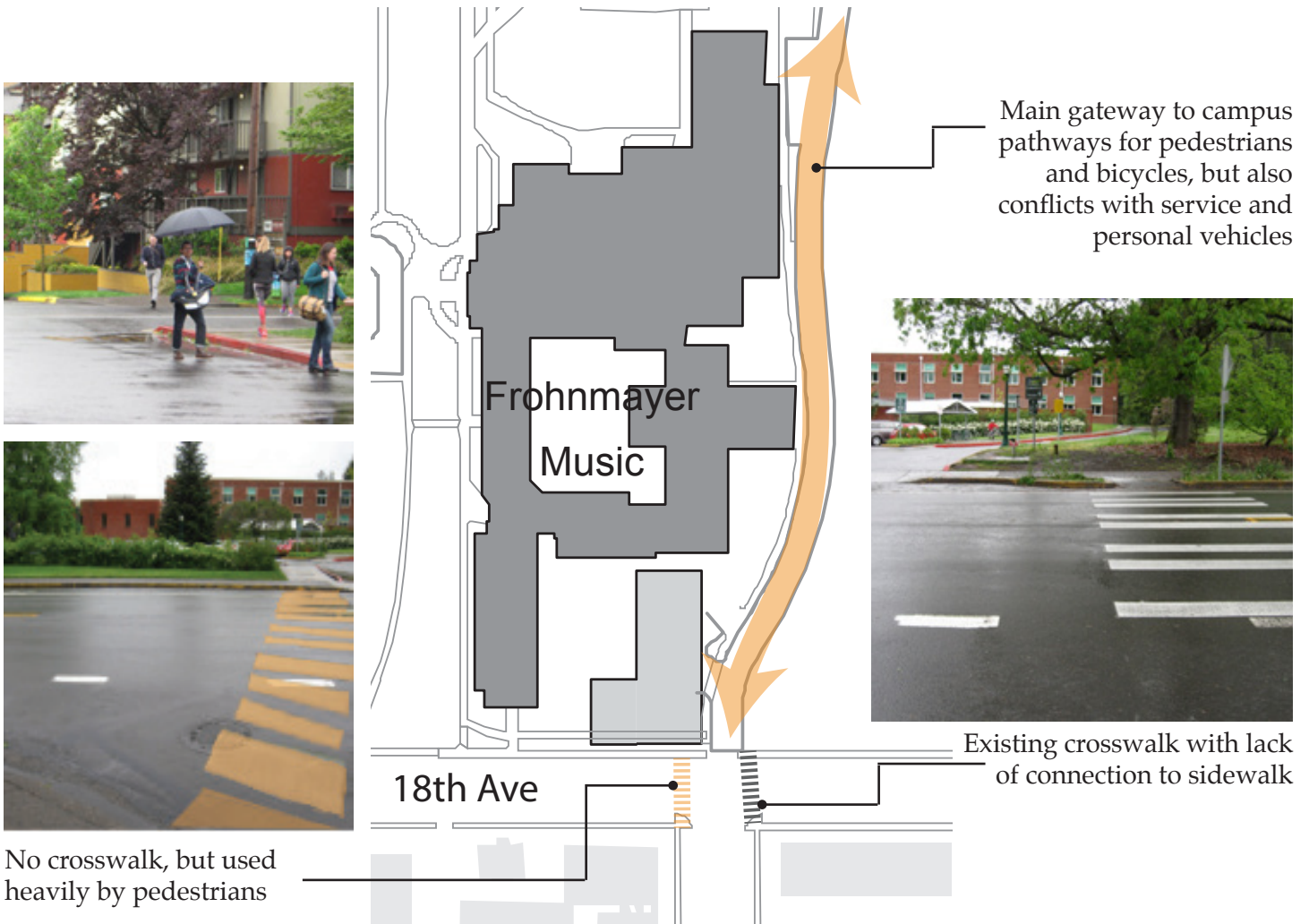
## Project Specific Pattern #2

### GATEWAY TO CAMPUS

**ISSUE:** 18th Ave is a heavily trafficked thoroughfare on the south side of campus. There is a current pedestrian crossing but it may be in the wrong location with pedestrian patterns. Harris Street continues across 18th Ave and becomes a service drive and fire lane into campus. This route also functions as a main gateway to the campus pathways for pedestrians and bicycles. This route is also the access point for deliveries and personal vehicles to park in lot 22.

**DISCUSSION:** Keep in mind that many of the patrons of the School of Music and Dance and OBF events are elderly patrons and many events are held during the evening hours.

**THEREFORE:** Work with campus grounds crew and the City of Eugene to improve this intersection and gateway to campus. Improve current issues related to access, grading, bike/pedestrian/vehicle conflicts and other hazards to create an entrance that is easily accessible, safe, welcoming and functional.



## Campus Plan Related Patterns:

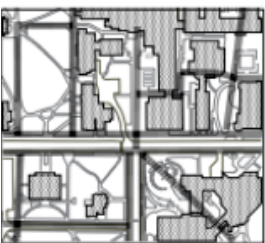


### *Road Crossings*

Where paths cross roads, cars have the power to frighten and subdue pedestrians, even when the pedestrians have the legal right-of-way.

Therefore: At a point where a pedestrian path crosses a road make a “knuckle” at the crossing; narrow the road to the width of the through lanes only; use different paving materials to continue the pedestrian path through the crossing and raise it above the roadway; and/or install islands. Be careful to consider the safety of blind people.

Make pedestrian movement more of a priority than car movement.



### *Pedestrian Pathways*

Pedestrian travel should be encouraged as an essential component of the campus experience. Pedestrian activity creates an environment that encourages interaction and discourages automobile use.

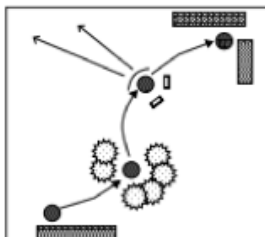
Therefore: Promote walking by creating a system of interconnected pathways as an alternative to street sidewalks. This pathway system will be considered part of the campus open-space framework.



### *Main Gateways*

Any part of an area - large or small - that is to be identified by its users as a precinct of some kind will be reinforced or made more distinct and more vivid if the paths crossing its boundary are marked by gateways.

Therefore: Mark every campus boundary that has important meaning with great welcoming gateways where the major entering paths cross the boundary.



### *Paths and Goals*

The layout of paths will seem right and comfortable only when it is compatible with walking (and walking is far more subtle than one might imagine).

Therefore: To lay out paths, first place goals at natural points of interest. Then connect the goals to one another to form the paths. The paths may be straight or gently curving between goals; their paving should swell around the goal.





## Project Specific Pattern #3

### A FRONT DOOR

**ISSUE:** The main entrance to the School of Music and Dance (SOMD) is not easy to find.

**DISCUSSION:** The new OBF addition will function as a public face for the program and for campus to the broader public on the south side of campus. The new addition will need a clear front door without confusing it for the front door of SOMD or acting as the front desk for SOMD visitors.

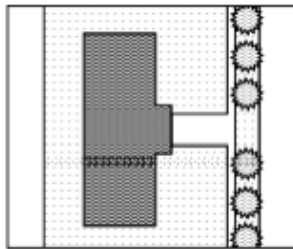
**THEREFORE:** Create an entry court between the SOMD and the OBF addition. A welcoming place that gives the public and visitors a sense of arrival to the UO Campus and to the new music complex. The physical entrances to both programs should be clear, welcoming and easily accessible.

#### **Campus Plan Related Patterns:**

##### *Main Building Entrance*

Placing the main entrance(s) is perhaps the single most important step taken during the evolution of a building plan.

Therefore: Place the main entrance(s) of the building at a point immediately visible from the main avenues of approach, and give it a bold shape in the front of the building.

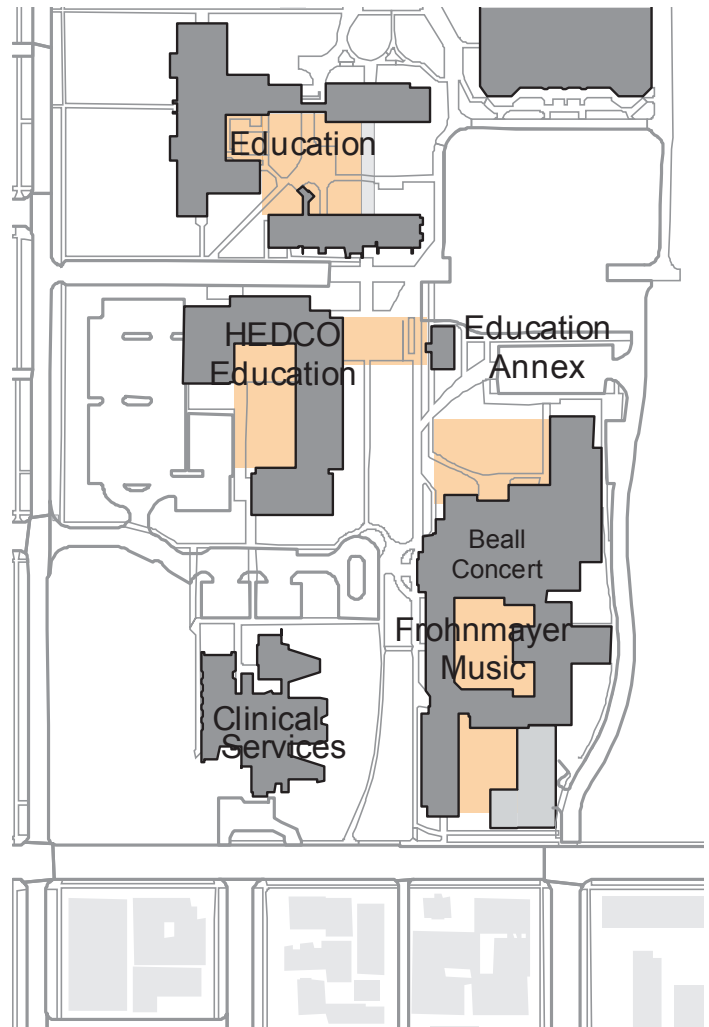
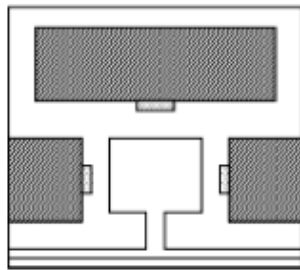


##### *Family of Entrances*

When people enter a complex of buildings, they may experience confusion unless the whole collection of entries is laid out so they can see the entrance to the place they are going.

Therefore: Lay out the entrances to form a family. This means:

1. They form a group, are visible together, and each is visible from all the others.
2. They are all clearly recognizable as entrances.



Existing and proposed family of courtyards and entrances



## Project Specific Pattern #4

### SERIES OF OUTDOOR COURTYARDS (See *Positive Outdoor Spaces*)

**ISSUE:** In general, outdoor spaces that are merely “left over” between buildings will not be used.

**DISCUSSION:** The OBF and School of Music hold large public events and need adequate spill out space.

**THEREFORE:** Place the building so that it embraces the outdoor spaces it forms with the School of Music. Design the landscape so that some sides of the outdoor space are defined by buildings and some sides by arcades, trees, or low walls. Be sure to leave entrances to the outdoor “room” at several points so people can pass freely through the space and travel to other connected outdoor spaces. Create an outdoor room to connect to the series of outdoor courtyards that connect the School of Music, HEDCO Education and Lokey Education complexes. Outdoor rooms should welcome, gather, collect, provide rest for OBF and Music guests during intermissions, for catered events under a tent, and for students, faculty and staff between classes or meetings.

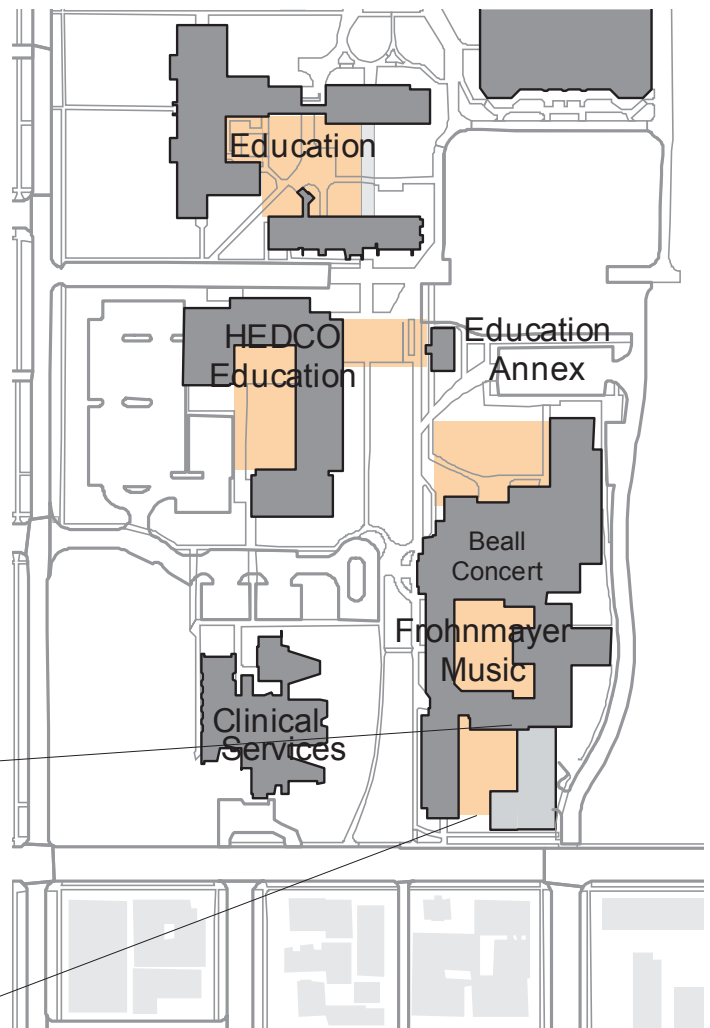
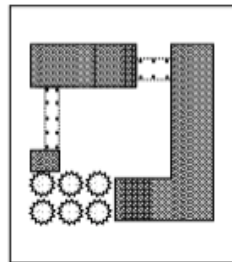
#### **Campus Plan Related Patterns:**



##### *Arcades*

Arcades at the edges of buildings - partly inside partly outside the building - play a vital role in the way group territory and the society-at-large interact. Our climate is especially suited for sitting or walking outside

under cover on a rainy day. South-facing arcades create wonderful micro-climates during most of the year. Therefore: Whenever possible, create arcades along the sides of buildings or between their wings, and open building interiors to these arcades. As possible, knit these arcades together with campus paths so they form a semi-covered system of paths throughout the campus.



Existing and proposed family of courtyard entrances





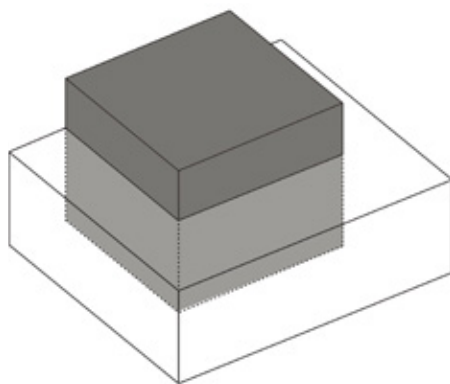
## Project Specific Pattern #5

### A BUILDING WITHIN A BUILDING WITHIN A COMPLEX

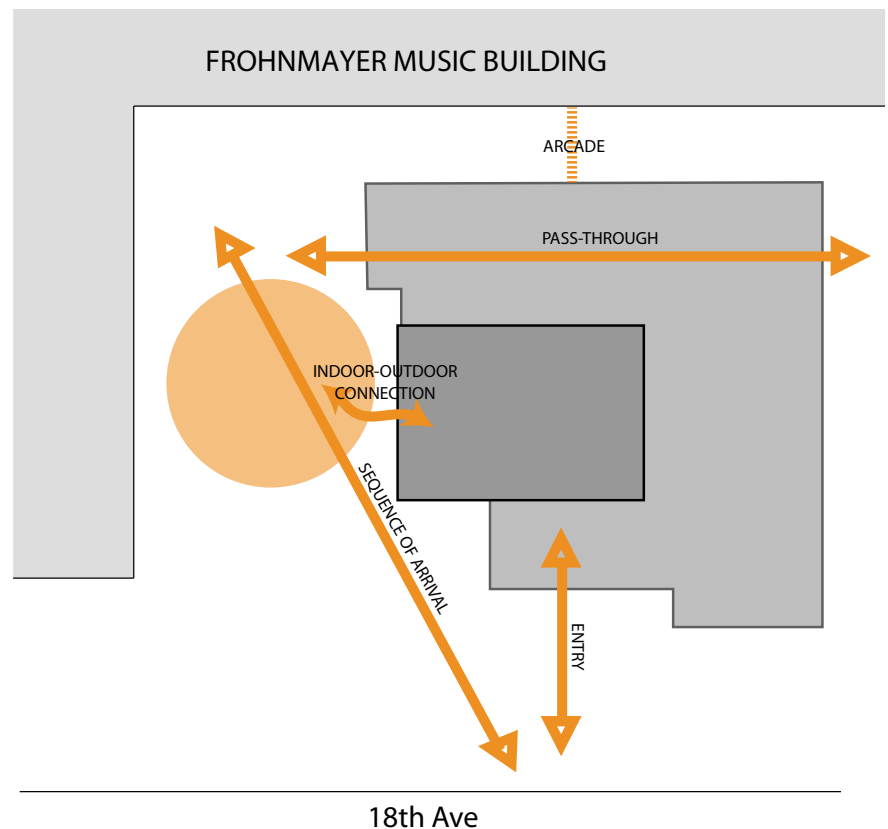
**ISSUE:** Many of the instruments and musicians will be moving between the OBF addition for rehearsal and SOMD for performances. The elevator nearest to the OBF is not large enough to hold the hill harpsichord.

**DISCUSSION:** The rehearsal space has the most opportunity for synergy and cross utilization between the OBF and SOMD, but also has separate architectural needs from the rest of the OBF office functions.

**THEREFORE:** Consider the placement and location of the rehearsal space to facilitate ease of access for instruments, patrons, musicians, and the physical connection between the OBF and SOMD. The rehearsal space serves a more public function whereas the OBF offices should be secured after hours and function more as a purposeful destination. The rehearsal space also has separate functions and spatial relationship from the OBF offices in terms of volume and acoustic needs. Consider a rehearsal building within or surrounded by an office building. Consider the synergy the rehearsal space has with an open courtyard for events or intermission receptions.



Conceptual 2-storey Building Mass



## Campus Plan Related Patterns (Continued):



### *Universal Access*

In addition to complying with applicable federal and state requirements, the university is committed to making all new facilities welcoming and accessible for all users without discriminating on the basis of ability. This inclusive environment enables all users to participate equally in the university's programs, activities, and services.

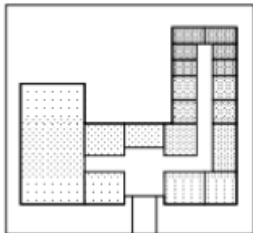
Therefore: Design improvements to the campus in ways which ensure welcoming, graceful access for all members of its community.



### *Welcoming to All*

Built environments in which the greatest range of diverse people feel welcome and comfortable promote learning opportunities and encourage an open exchange of ideas.

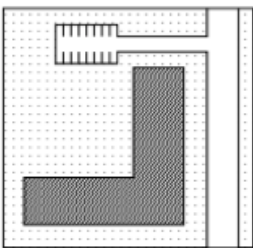
Therefore: Create a campus that addresses the issues of diversity and equity in the built environment, for example, in landscapes, building layout, design details, and



### *Public Gradient*

Unless the spaces in a building are arranged in a sequence that corresponds to their degree of privateness, the visits made by strangers or guests may be a little awkward.

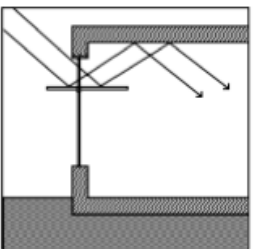
Therefore: Lay out the spaces in a building to create a sequence that begins with the most public parts of the building near the entrance, then leads into the slightly more private areas, and finally leads to the most private domains.



### *Spillover Parking*

Parking systems adopted for the campus should avoid creating parking problems for surrounding residential neighborhoods.

Therefore: Provide appropriately placed, adequate off-street parking in conjunction with any new institutional use that creates demand for parking that cannot be met by current parking supplies. Take steps to gain better use of existing off-street parking areas, and work with the City of Eugene to discourage long-term storage of vehicles on the residential streets surrounding the campus.



### *Quality of Light*

Daylight, the use of which results in energy savings, is an important aspect to wellness and psychological comfort for building users; it is also beneficial to many of the tasks performed by building occupants. However, glare from daylighting may cause eye strain for employees who use computer monitors.

Therefore: Provide ample opportunities for daylight throughout the building in both private and public areas. When possible and appropriate, opportunities to bring natural light into areas further from the perimeter of the building should be considered. Provide appropriate shading and defusing devices and furniture arrangement to eliminate glare on computer screens.



## Performance/Rehearsal Space Inspiration

The Performance/Rehearsal space should have a high ceiling and allow for natural light, which aids creativity and inspiration. Consider views from passersby on the street or sidewalk to see the activity within. The volume of the space should be designed to support optimal acoustic levels. Gallery seating is an ideal design element to strive for though we realize it is likely in excess of our current budget.



Mozarteum Rehearsal Hall. The stage is on the length of the hall, opposite is seating on two levels: one below the stage, the other a balcony that overlooks the stage.



Kings Place Concert Hall in London is a good example of a small space with floor and gallery seating.



St. Luke's in London is a good example of how gallery seating could be used in a small space. If the main purpose of the room is a rehearsal hall, the gallery seating is the best option.





## SOMD Comparable Spaces:

### Room 163 - Choral/Thelma Schnitzer Hall

### Room 173 - Band/Jazz Rehearsal

- 2,104 sf
- seats 70 member bands
- no fixed seating
- chair racks and stand racks in the rooms, not in closets
- not usually used for performances
- capacity of 100
- performance area of 12'x16' for a string quartet
- four storage closets of 5'x12', one of 6'x20', for percussion

### Room 171 -Storage

- 115 sf of AV storage

### Room 172 - Storage

- 175 sf of piano storage

### Room 173A - Storage

- 118 sf of percussion storage

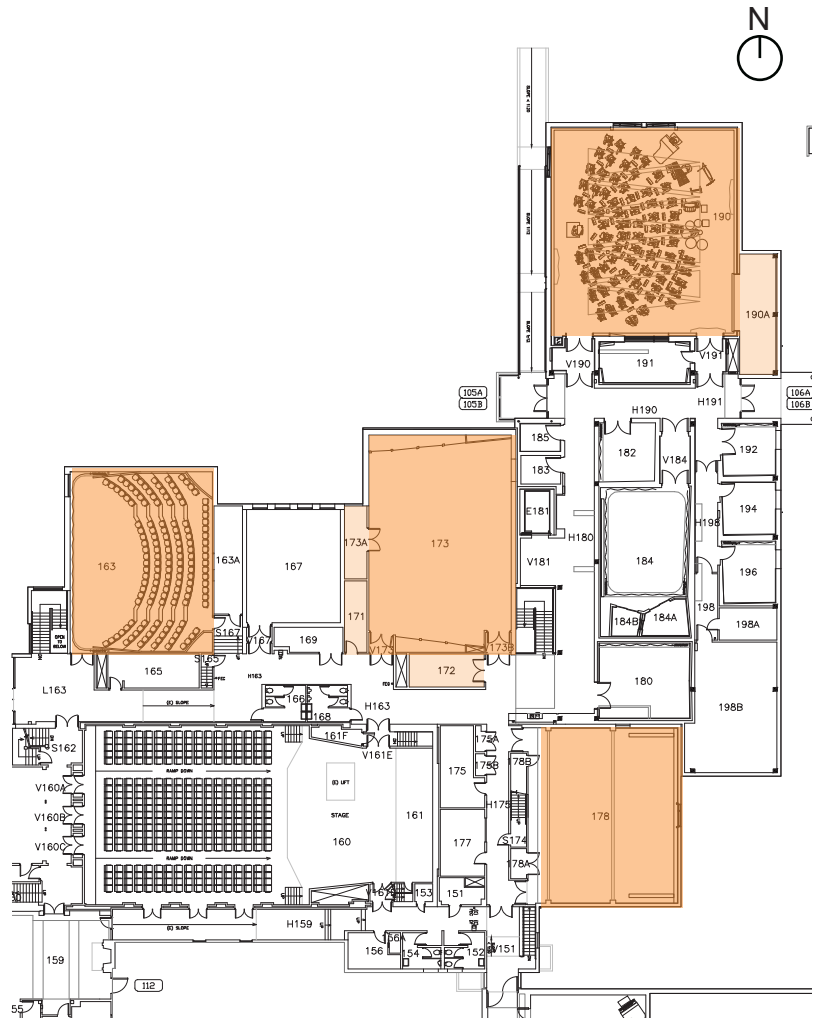
### Room 178 - Multipurpose Classroom and Rehearsal Space

### Room 190 - Performance Space

- 2,795 sf
- no fixed seating
- chair racks and stand racks in the rooms, not in closets
- seats 80 for orchestra rehearsal
- room for large percussion set up
- performances common
- capacity for an audience of 120
- performance area of 24'x20'
- one storage closet of 12'x25' for percussion
- not enough storage

### Room 190A -

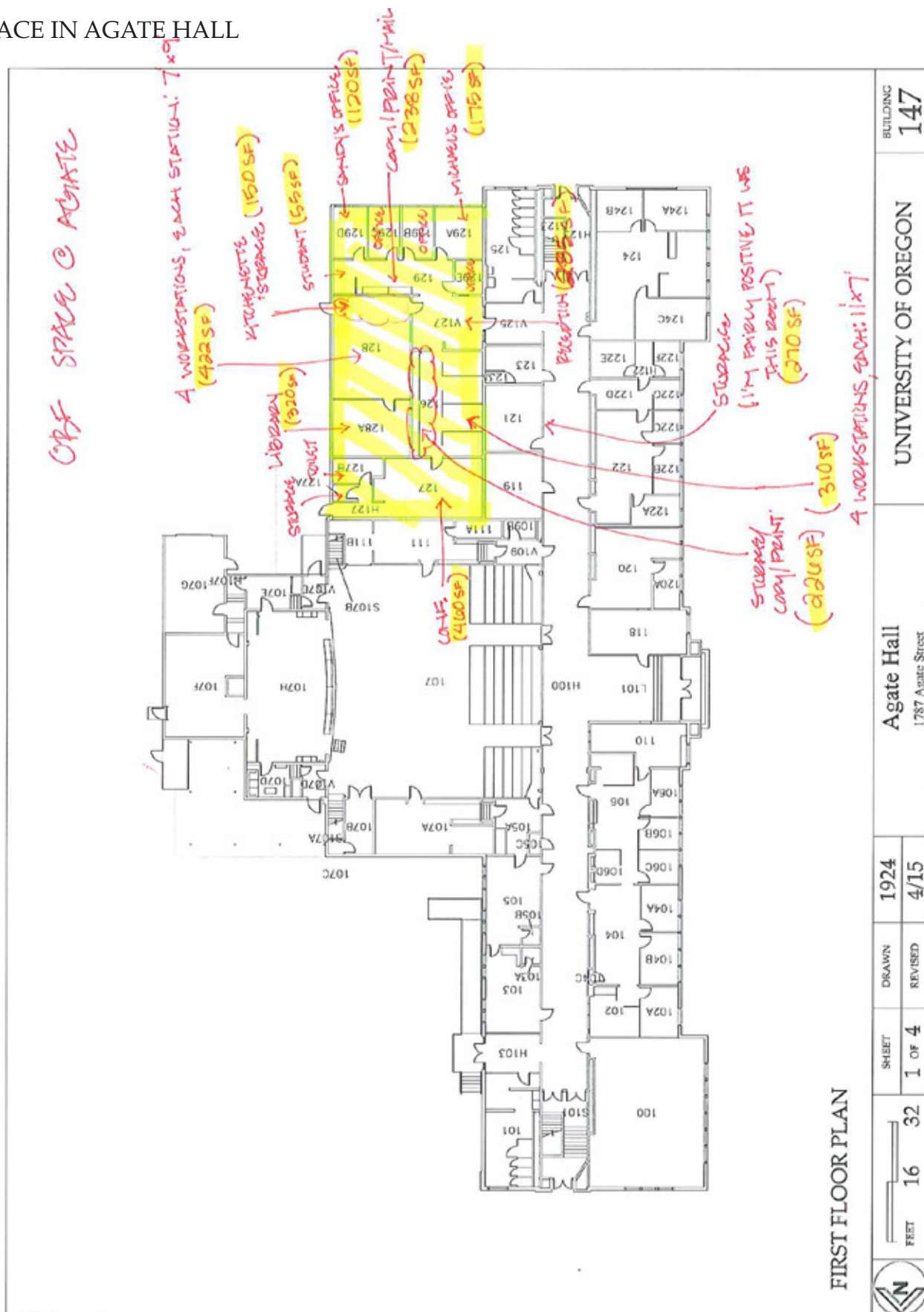
- 310 sf of percussion storage





# Attachments





UNIVERSITY OF OREGON  
CAPITAL PLANNING, DESIGN & CONSTRUCTION  
1511 3462270  
1511 3462270





PROJECT NAME  
**OBF RELOCATION**  
1600 MILLRACE, SUITE 200  
EUGENE, OR 97403

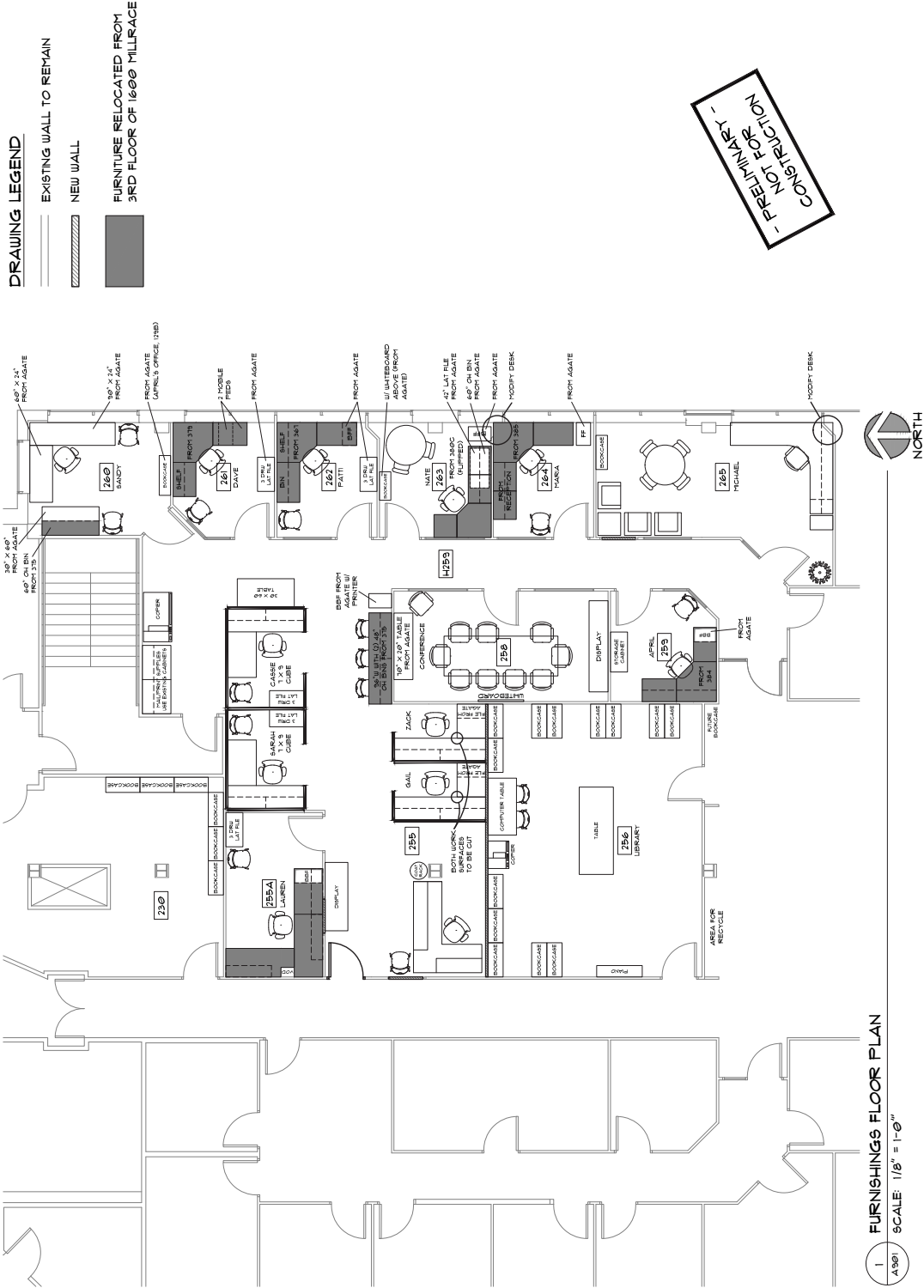
REVISION NOTES  
DATE  
BY  
REASON  
DATE

PROJECT NO.  
CP18-004

DATE  
3.4.2018

DRAWING TITLE  
**FURNISHING PLAN**

DRAWING NO.  
**A301**

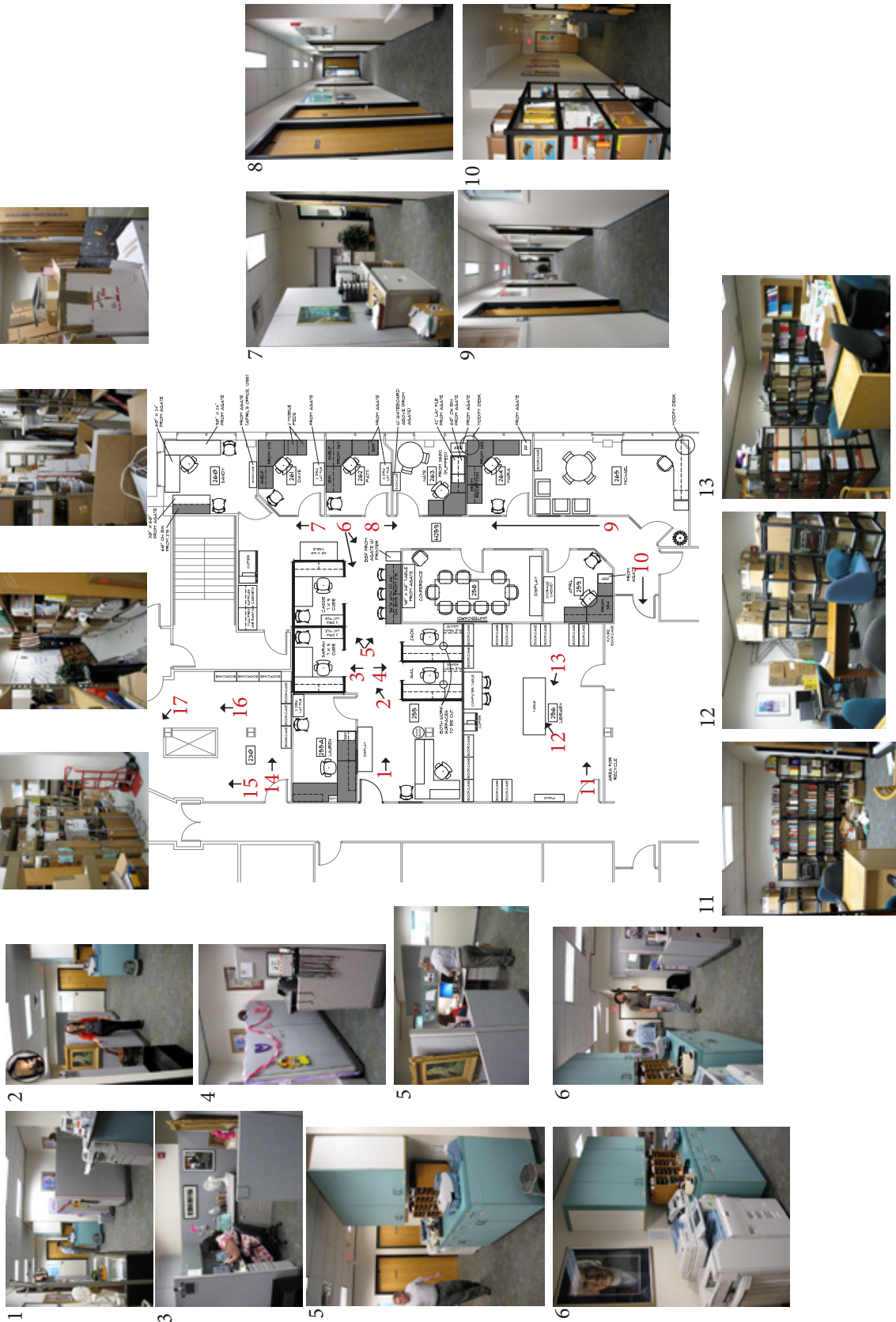


F-NAME: J/DESIGN SERVICES/SHOP/1600 MILLRACE/PROJECTS/SUITE200 OBF MOVE/OBF MOVE 1600 MILLRACE SUITE 200.DWG

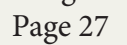


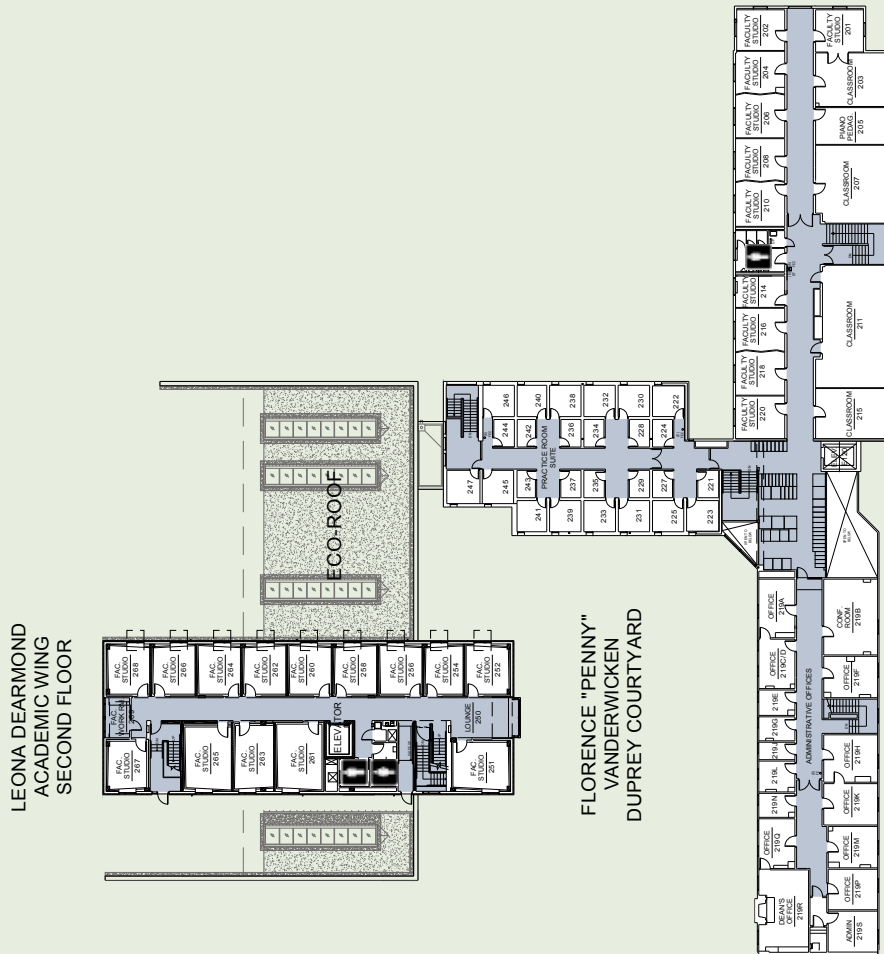
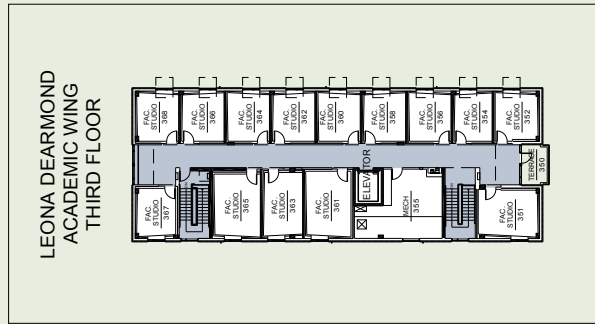
# OBF PHOTO MAP OF 1600 MILLRACE

## Suite 200- Oregon Bach Festival





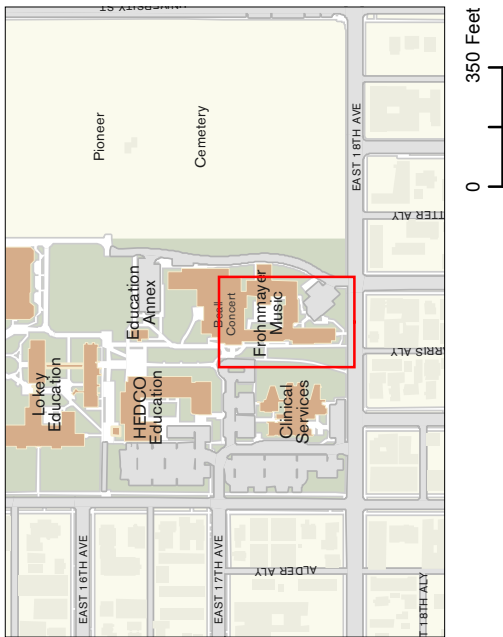




**Second + Third Floors**  
 MarAbel B. Frohnmayer Music Building  
 University of Oregon  
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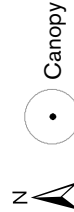
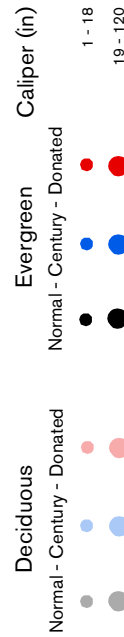
ATLAS OF TREES

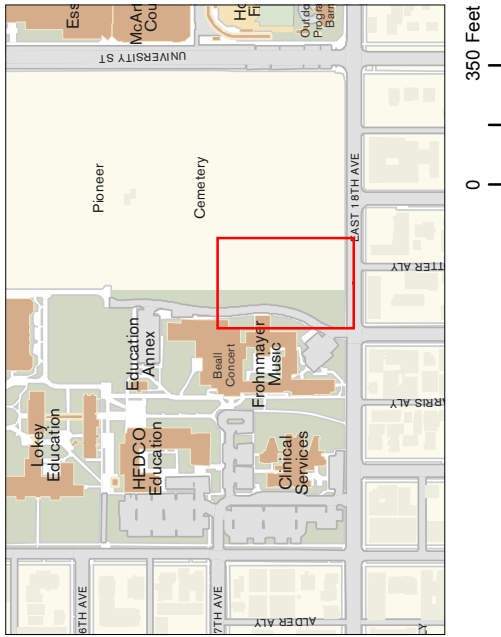


Coniferous Trees



Broadleaf Trees

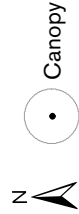




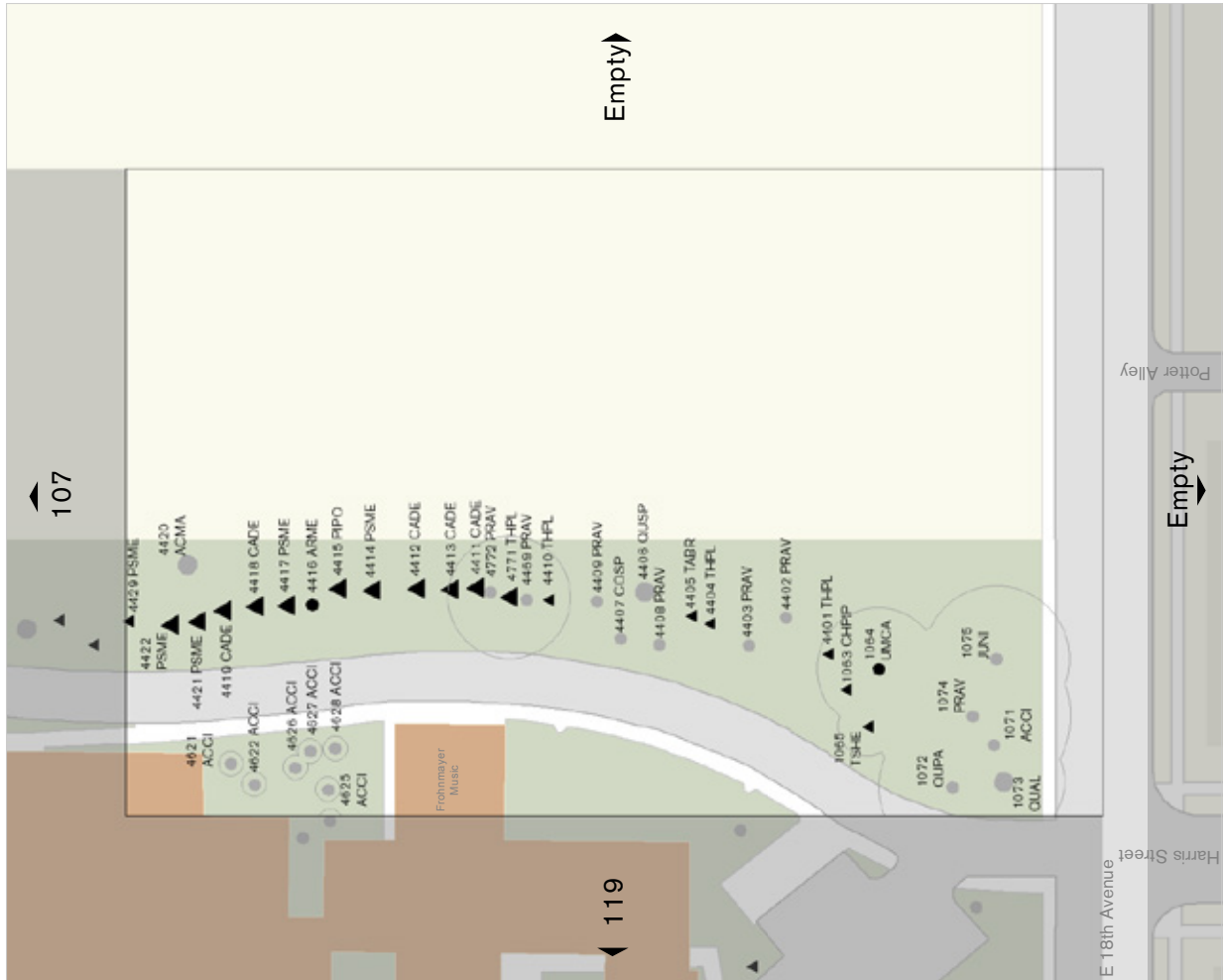
### Coniferous Trees



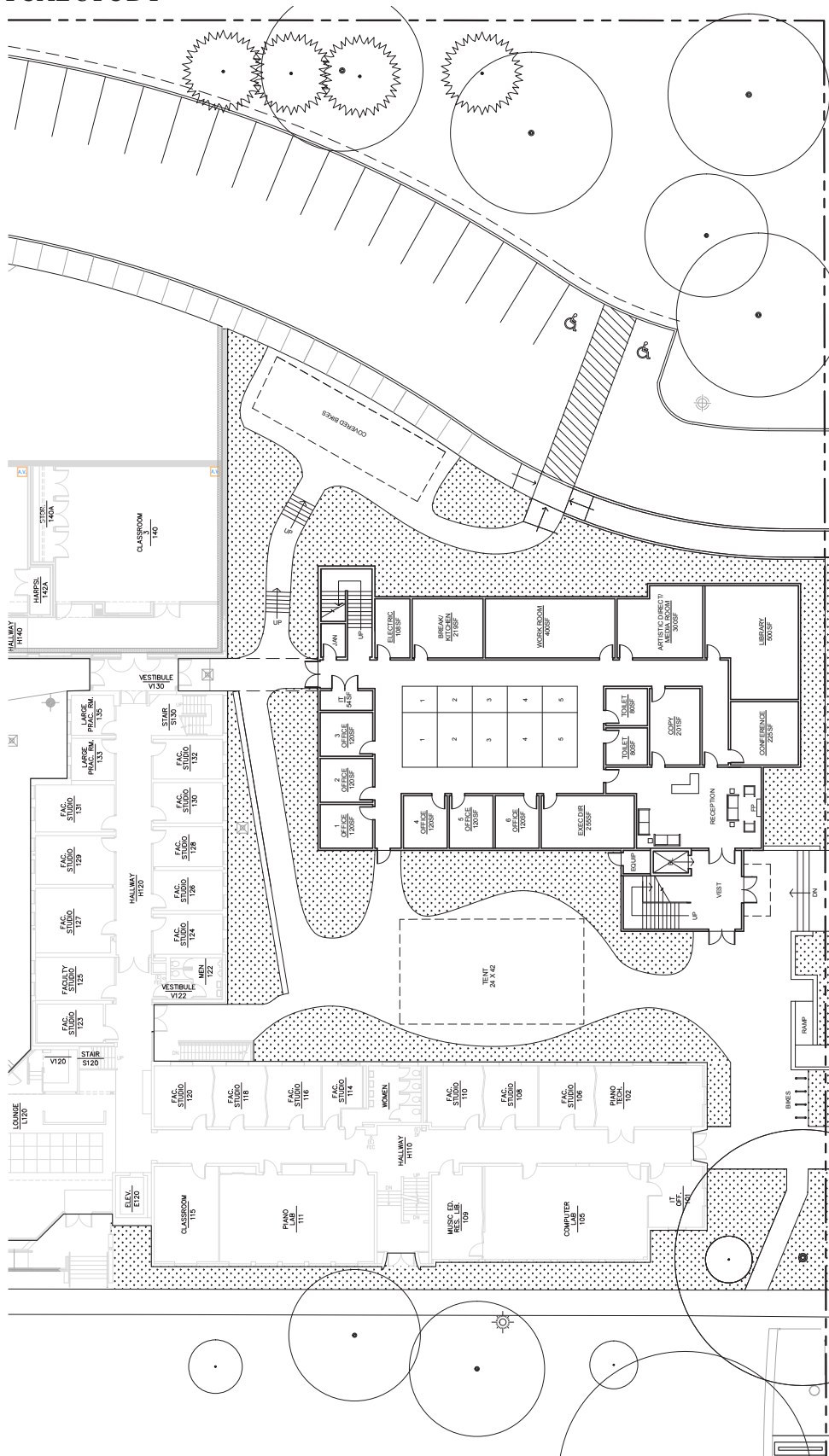
### Broadleaf Trees



### ATLAS OF TREES





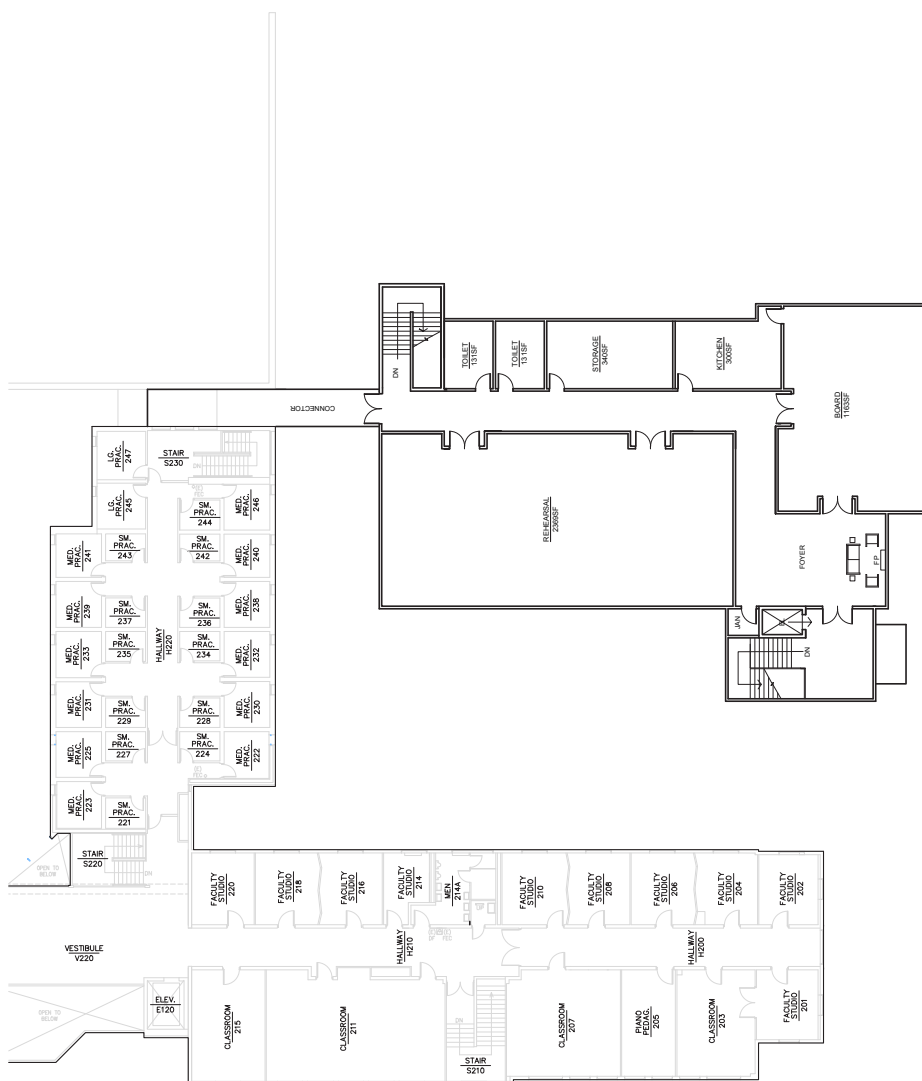


1ST FLOOR 6,947SF  
2ND FLOOR 6,496SF  
CONNECTION 344SF  
TOTAL 13,787SF

# SCHEME 3 (DRAFT) - FIRST FLOOR PLAN

OREGON BACH FESTIVAL OFFICES STUDY  
UO SCHOOL OF MUSIC  
JANUARY 20, 2015





## SCHEME 3 (DRAFT) - SECOND FLOOR PLAN

OREGON BACH FESTIVAL OFFICES STUDY  
 UO SCHOOL OF MUSIC

JANUARY 20, 2015





April 23, 2015

MEMORANDUM

To: Campus Planning Committee

From: Christine Taylor Thompson  
Campus Planning, Design & Construction (CPDC)

Subject: **Record** of the April 15, 2015 Campus Planning Committee Meeting

Attending: Rob Thallon (Chair), Miriam Bolton, Hilary Gerdes, Alicia Going, Mike Hahn, George Hecht, Peter Keyes, Graham Kribbs, Richelle Krotts, Gregg Lobisser, Jeff Madsen, Andrzej Proskurowski, Chris Ramey, Shannon Sardell, Cathy Soutar, Ed Teague

Staff: Christine Taylor Thompson (CPDC)

Guests: Michael Anderson (OBF), Jane Brubaker (Campus Ops), Sandy Cummings (OBF), Brad Foley (SOMD), David Mason (SOMD), Martina Oxoby (CPDC), Alison Snyder (Architecture)

**Agenda:**

**1. Oregon Bach Festival (OBF) Music Building Addition Project – Meeting One**

Background: Staff introduced the purpose of Meeting One and summarized requested Campus Planning Committee actions as described in the meeting mailing.

Michael Anderson, Project Sponsor from Oregon Bach Festival (OBF), introduced the project and its purpose as described in the meeting mailing. He said the proposed addition would provide the OBF with a permanent home that has a public presence and strong connections to the School of Music and Dance (SOMD). The addition would provide space for rehearsals, lectures, other events, and board of directors meetings. The space would be shared with the SOMD.

Martina Oxoby, project manager from Campus Planning, Design and Construction, reviewed the scope of the project and presented the proposed makeup of the user group as described in the background materials. She said the user group does not include a student representative due to limited student activities included in the proposed project scope.

Martina reviewed key *Campus Plan* patterns and policies, highlighting issues related to the proposed project including the following:

**CAMPUS PLANNING, DESIGN AND CONSTRUCTION**

1276 University of Oregon, Eugene OR 97403-1276 T (541) 346-5562 [www.uoregon.edu/~uplan](http://www.uoregon.edu/~uplan)

*An equal-opportunity, affirmative-action institution committed to cultural diversity and compliance with the Americans with Disabilities Act*



**OREGON BACH FESTIVAL PROJECT DESCRIPTION**

University of Oregon

Page 33

- Policy 2: Open-space Framework - The design would focus on improving the campus edge and bike/pedestrian/vehicular circulation. The design team would work with Campus Operations to ensure that Campus Tree Plan requirements are addressed.
- Policy 5: Replacement of Displaced Uses - The project's goal is to replace disrupted parking on site, likely along the western edge of the Pioneer Cemetery, working closely with the cemetery association.
- Policy 6: Maintenance and Building Service - Service and delivery access would be retained, including service to the existing Music Courtyard.
- Policy 7: Architectural Style and Historic Preservation - The architectural style of the 1970's wing will be considered as the design is developed to ensure compatibility.
- Policy 8: Universal Access - Substantial grade changes in the area makes universal access challenging. However, the goal is to have ADA access from 18th Avenue to the new building addition.
- Policy 9: Transportation – Bike parking will be relocated on site. It is likely additional bike parking would be provided.
- Policy 10: Sustainable Development – The project would comply with the Oregon Model for Sustainable Development.
- Policy 11: Patterns Most patterns apply. Staff will work with the User Group to add more patterns specific to the project.

Brad Foley, School of Music and Dance (SOMD), added that this project is an incredible opportunity to enhance collaboration between OBF and the SOMD. The Music Building is very full so additional space is very welcome.

Discussion: Members discussed the proposed user group composition. They encouraged the addition of a student representative and a community member. In addition, they suggested the addition of an adjacent neighbor, for example from the College of Education, if it appears that proposed changes would directly affect them (e.g., parking relocation). It was noted, however, that the overall size of a user group should not get too large.

In response to a member's question, Michael explained that OBF is a separate department from SOMD. It reports directly to the provost.

Martina confirmed that the service drive, which is also a fire access route, would remain. A member noted the importance of thoughtfully considering ways to improve the service drive so that it is more bike friendly. Another member added that the drive should be more pedestrian friendly as well.

A member supported the proposed location of the addition. It presented many opportunities to improve the area, but also a number of challenges. One challenge is to properly respect the cemetery edge. While it is necessary to replace displaced vehicular parking, it should not further degrade the cemetery edge or make the service drive less pedestrian friendly.

Also, the project should carefully address how it fronts 18th Avenue. Another member added that this project presents an opportunity to activate the public edge. The resulting design should ensure that it does not feel like a "back."





A member said the resulting design should clearly indicate how to access the SOMD and OBF, whether they are shared or separate entrances. Another member added that wayfinding can be a challenge in this area. This project presents an opportunity to clarify how / where to enter to access SOMD, OBF, and Beall Hall.

A member observed that the development site could be enhanced if the service drive was shifted further east. This may increase options to resolve pedestrian, bike, and vehicular conflicts in the area (both crossing 18th Avenue and along the service drive). Another member noted that the city likely would not permit such a change.

Dave Mason from SOMD shared that the rear parking lot accessed via the service drive (lot #21) has a large number of service vehicle parking spaces that appear to be underutilized. It might be possible to remove and / or move some of spaces to alleviate the need to build so many new parking spaces along the cemetery edge.

A member said it would be important to pay particular attention to trees in the vicinity.

A member observed that the new addition could affect natural light and views in the existing building. These possible impacts should be addressed.

Action: The committee agreed, with fifteen in favor and one abstention, to recommend to the president the following actions related to the **Oregon Bach Festival (OBF) Music Building Addition Project:**

- A. Support the identified user group representation for the project but encourage the addition of a student representative and a community member. In addition, including an adjacent neighbor, for example the College of Education, is suggested if it appears that proposed changes would directly affect the neighbor (e.g., parking relocation).
- B. Support the identified *Campus Plan* patterns and policies for the project with the understanding that the following comments will be considered as the project moves forward:
  1. Thoughtfully consider ways to improve the service drive so that it is more pedestrian and bike friendly.
  2. Thoughtfully consider ways to improve the safety of the 18<sup>th</sup> Avenue pedestrian crossing.
  3. Carefully consider ways to improve the cemetery edge.
  4. Carefully address how the addition fronts 18th Avenue and relates to the existing SOMD building. Take advantage of the opportunity to activate the public edge. The resulting design should ensure that it feels like a "front," not a "back."
  5. Clarify wayfinding. More clearly define entrances and how / where to access SOMD, OBF, and Beall Hall, whether they are shared or separate access points.
  6. Look into the potential to shift the service drive further east to enhance the development site and increase options to resolve pedestrian, bike, and vehicular conflicts.
  7. Pay particular attention to trees in the vicinity.
  8. Carefully consider the impacts on the existing building, in particular



natural light and views.

Please contact this office if you have questions.

cc. Michael Anderson, Oregon Bach Festival  
Steven Asbury, Fairmount Neighbors  
Bill Aspegren, South University Neighbors  
Camilla Bayliss, Fairmount Neighbors  
Gwen Bolden, Parking & Transportation  
Jane Brubaker, Campus Ops  
Sandy Cummings, Oregon Bach Festival  
Patrick Deegan, Fairmount Neighbors  
Darin Dehle, CPDC  
Will Dowdy, Eugene Planning  
Brad Foley, SOMD  
Beatriz Gutierrez, ASUO  
Terri Harding, Eugene Planning  
Debra Healey, West University Neighbors  
Herb Horner, UOPD  
Robin Hostick, Eugene Planning  
Dave Hubin, President's Office  
Karen Hyatt, Community Relations  
Carolyn Jacobs, South University Neighbors  
Robert Kyr, University Senate  
John Manotti, University Advancement  
David Mason, SOMD (Music Building Manager)  
Carolyn McDermid, UOPD  
Pamela Miller, South University Neighbors  
Eric Owens, Education (Building Manager)  
Martina Oxoby, CPDC  
Brett Rogers, Campus Operations  
Tom Shepard, CPDC  
Alison Snyder, Architecture  
University Senate Executive Coordinator



## ATTACHMENT 2

**UNIVERSITY OF OREGON  
ARCHITECT'S AGREEMENT  
FOR ARCHITECTURAL AND PLANNING SERVICES  
NAME OF PROJECT  
CONTRACT NO. VVVVVV-CT-YY-NNN**

**[CERTAIN SECTIONS REQUIRE PROJECT-SPECIFIC ADDITIONS OR REVISIONS]**

This ARCHITECT'S AGREEMENT (the "Agreement" is made between

the Architect:

**Vendor Name**

Address

Address

Telephone

Email

and the Owner:

**The University of Oregon**

**c/o Campus Design & Construction**

1295 Franklin Blvd / 1276 University of Oregon

Eugene, OR 97403-1276

(541) 346-2282

capcon@uoregon.edu

(Architect and Owner are referred to collectively as the "Parties" and each as a "Party".)

**WHEREAS**, the Owner desires to have the assistance of Architect to provide all professional Services for the Project; and

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

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

### **1. RELATIONSHIP BETWEEN THE PARTIES.**

**A. Scope of Project.** The Parties understand and agree that, for purposes of this Agreement, the scope of the Project includes the following:

Architect will work collaboratively with the Project user group, Construction Manager/General Contractor (the "CM/GC") and Owner, utilizing the Owner-generated Project Description and programmatic information to **--Description--**

**B. Scope of Services.** The Parties understand and agree that, for purposes of this Agreement, the scope of Services to be performed under this Agreement includes the following: Schematic Design, Design Development, Construction Documents, Bidding, Construction Administration, and Post-construction Services as more particularly described in **Section 7** below.

**C. Critical Date Schedule.** The Parties agree that this Agreement shall be performed according to the following critical date schedule:

(1) **[Schematic Design completion:....]**

(2) **[Design Development completion:....]**

(3) **[Construction Documents completion:....]**

(4) **[etc....]**

**D. Effective Date.** This agreement is effective on the date it has been signed by every Party hereto and all necessary University of Oregon ("Owner") approvals have been obtained (the "Effective Date"). No services shall be performed or payment made prior to the Effective Date.

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

**"Additional Services"** means additional Services performed by the Architect that are beyond the scope of the Basic Services described in **Section 7, "Architect's Services,"** based on hourly rates for Architect personnel or Consultants, plus Reimbursable Expenses, in accordance with an agreed-upon schedule of charges, and performed by the Architect 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 8, "Additional Services,"** of this Agreement.

**"Basic Services"** are those Services generally described in **Section 7, "Architect's Services,"** of this Agreement, as well as such additional Basic Services as may be established by amendment.

**"Bidding Phase"** means the Services described in **Section 7(x)** below together with such additional Services as directed by the Owner.

**"Construction Administration Phase"** means the Services described in **Section 7(x)** below together with such Additional Services as directed by the Owner.

**"Construction Contract"** is defined as the contract entered into between the Owner and the CM/GC to provide all Work necessary to construct the Project, including the original base contract for construction of the Project, the University of Oregon General Conditions For CM/GC Contracts, any supplemental general conditions to the Construction Contract, any amendments to the Construction Contract, the CM/GC's performance bond and payment bond, the plans, specifications, approved shop drawings, all approved change orders, any solicitation documents, and the accepted offer by a successful proposer in connection to any such solicitation documents.

**"Construction Documents Phase"** means the Services described in **Section 7(x)** below together with such Additional Services as directed by the Owner.

**"Construction Manager/General Contractor" or "CM/GC"** means the firm that will perform both contract management and construction services for the Project. The terms CM/GC and contractor shall be used interchangeable herein.

**"Contract Documents"** include the Construction Contract, any general conditions and supplementary general conditions to the Construction Contract, any amendments to the Construction Contract, the CM/GC's performance bond, the plans, specifications, approved shop drawings, all approved change orders, any solicitation documents, and the accepted offer by a successful proposer in connection to any such solicitation documents.

**"Contractor"** is defined as the general contractor that is awarded the contract to construct the Project.

**"Design Development Phase"** means the Services described in **Section 7(x)** below together with such Additional Services as directed by the Owner.

**"Direct Construction Cost"** means the cost to Owner of all divisions of construction, including portable equipment only if designed or specified by Architect for inclusion in the construction specifications. The Direct Construction Cost will not exceed the Guaranteed Maximum Price (the "GMP") established for the Project.

**"Post-construction Phase"** means the Services described in **Section 7(x)** below together with such Additional Services as directed by the Owner.

**"Schematic Design Phase"** means the Services described in **Section 7(x)** below together with such Additional Services as directed by the Owner.

**"Reimbursable Expenses"** are those expenses described in **Section 3B** of this Agreement.

**"Services"** are all those services to be performed by Architect 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 or Construction Manager/General Contractor that is eventually awarded the Construction Contract for the Project.

**F. Directives of Performance of the Services.**

(1) Architect agrees to provide, with the assistance of the Consultants, the professional Services more particularly described in **Section 7, "Architect's Services,"** below for this Project.

(2) The Architect shall provide a schedule for the performance of the Services upon execution of this Agreement. **The Architect agrees that time is of the essence in the performance of this Agreement.**

(3) The estimated Direct Construction Cost of the Project is \$\_\_\_\_\_ to \$\_\_\_\_\_. [OR] The construction budget for the Project is currently estimated at \$\_\_\_\_\_.

(4) [This section is for independent cost estimator process.] Architect agrees to fully cooperate with Owner to meet all Project budgets. Owner understand that Architect, in providing opinions of probably construction cost [and working collaboratively with the Owner's independent cost estimator and the CM/GC to establish the GMP], has no control over the cost or availability of labor, equipment, or materials, or over market conditions or [the Owner's independent cost estimator an the Contractor's] [OR] [CM/GC's] method of pricing, and that Architect's opinions of probably construction costs [and the GMP] are made on the basis of Architect's professional judgment and experience. Architect makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from Architect's opinion of the probably construction cost. In the event the Architect's opinion of probably construction cost [and the estimated GMP] exceeds the budget for the Project listed in **subsection 3** above by any amount during the design or construction phases, or in the event the bids or negotiated [cost of the work] [OR] [GMP for the work] exceed the budget for the Project listed earlier in this Section by more than 10 percent, Architect, upon notice from Owner and prior to the award of the Construction Contract, agrees to modify, at Architect's sole expense, Architect's Schematic Design documents, Design Development documents or Construction Documents (or with owners approval those portions of those documents where opinions of probably construction costs or [bids] [OR] [negotiated GMP] exceeded the budget or stipulated percentage). This redesign effort shall constitute Architect's sole responsibility [in collaboration with the Owner's independent cost estimator and the CM/GC] with respect to its opinions of probable construction cost [and the GMP], and Architect 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] [OR] [GMP], so that they do not exceed the Project budget.

(5) As part of the [initial phase of] design services authorized under this Agreement, the Architect shall provide design services coordinated with and supporting an analysis of the building energy use through efficient implementation strategies for cost effective Energy Conservation Measures (the "ECMS") at the Project, and all other design services related to energy-efficient design, as more particularly described in **Section 7** of this Agreement.

(6) Architect shall provide all Services for the Project in accordance with the terms and conditions of this Agreement. Architect's performance of Services shall be as a professional Architect to Owner to perform the Services necessary for the Project, and to provide the technical documents and supervision required to achieve Owner's Project objectives.

(7) 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.

(8) Architect agrees to utilize the key personnel and consultants identified on the attached **Exhibit 1** in the performance of the Services for the Project. 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 1**, the Architect agrees to promptly provide such additional information on the professional background of each of the assigned personnel and Consultants as may be requested by the Owner. The Architect acknowledges that

the Owner's award of this Agreement to the Architect was made on the basis of the unique background and abilities of the Architect's key personnel and Consultants originally identified in the Architect's RFP proposal or cost proposal. Therefore, the Architect specifically understands and agrees that any attempted substitution or replacement of a key person or Consultant by the Architect, 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 Architect at any time, Architect shall replace the key personnel and Consultants with personnel or Consultants having substantially equivalent or better qualifications than the key personnel or Consultants being replaced, as confirmed and approved by Owner. Likewise, the Architect shall remove any individual or Consultant from the Project if so directed by Owner in writing following discussion with the Architect, provided that Architect shall have a reasonable time period within which to find a suitable replacement. **The Architect represents and warrants that the key personnel and Consultants identified on the attached Exhibit 1 are fully licensed to perform the particular Services assigned to them on the Project.**

(9) Architect 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.

**G. Suspension of Agreement by Owner.** The Parties understand and agree that 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 to pay for the Architect'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) Architect, or one of Architect's Consultants currently performing Services, no longer holds any license or certificate that is required to perform the Services; and
- (4) The public interest otherwise requires suspension of performance of the Agreement, as reasonably determined by the Owner.

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 18, "Termination of Agreement; Non-availability of Funds,"** 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 18**. In the event of a suspension of performance pursuant to this Section of the Agreement, the Architect agrees to remain contractually obligated to perform the Services under this Agreement for the same hourly rates set forth in **Section 3.C., "Compensation/Additional Services,"** of this Agreement until [REDACTED], 200[REDACTED]. If the Agreement is reactivated and the Architect 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 Architect and any Consultants and amend this Agreement accordingly.

## **2. ARCHITECT'S STANDARD OF CARE; REPRESENTATIONS AND WARRANTIES.**

**A. Standard of Care.** By execution of this Contract, the Consultant agrees that Consultant and any other persons or entities for whom Consultant is responsible shall exercise a high degree of care, diligence, skill and judgment in the rendition of all services, which shall be no less than that exercised by Consultants of similar reputation performing work for projects of a size, scope and complexity similar to the work for which the Consultant is retained.

**B. Performance Requirements.** By execution of this Agreement, the Architect specifically agrees to perform the Services in accordance with the following requirements:

- (1) All plans, drawings, specifications, and other documents prepared by the Architect shall accurately reflect, incorporate and comply with all applicable statutes, rules, regulations, ordinances and other laws which are applicable to the design and construction of the Project, and shall be complete and functional for the purposes intended (except as to any deficiencies which are due to causes beyond the control of Architect);
- (2) All plans, drawings, specifications, and other documents prepared by the Architect 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 Architect shall be responsible for any negligent inconsistencies or omissions in the plans, drawings, specifications, and other documents. While Architect 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 Architect throughout the period of performance under this Agreement to use due care and perform with professional competence. Architect will, at no additional cost to Owner, correct any and all errors and omissions in the plans, drawings, specifications, and other documents prepared by Architect. Except as provided in **Section 8, "Additional Services,"** of this Agreement and at no additional cost, Architect further agrees to render assistance to Owner in resolving other problems relating to the design of, or specified materials used in, the Project;
- (5) The Owner's review or acceptance of documents, or authorization to continue to the next phase of design, bidding process participation, or construction administration, shall not be deemed as approval of the adequacy of the plans, drawings, specifications, or other documents. Any review or acceptance by the Owner will not relieve the Architect of any responsibility for complying with the standard of care set forth herein. The Architect 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; and
- (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.

**C. Architect's Representations and Warranties.** Architect represents and warrants to Owner that:

- (1) Architect 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 Architect enforceable in accordance with its terms;
- (3) Architect 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 Architect is an experienced architecture 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 Architect has the capabilities and resources necessary to perform the obligations of this Agreement; and
- (6) The Architect either is, or in a manner consistent with the standard of care set forth in this Agreement will become, familiar with all current laws, rules, and regulations which are applicable to the design and construction of the Project.

**3. 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 and approved amendment or supplement to this Agreement. Architect progress payments shall be made according to

the provisions and schedule set forth in **Section 4, "Payments,"** of this Agreement. The Maximum Compensation is more particularly described as follows:

**A. Basic Services:** The Architect shall perform the Basic Services, directly or through the Consultants, for the [fixed fee] [OR] [not to exceed] of \$ \_\_\_\_\_.

**B. Reimbursable Expenses:** The Owner shall reimburse the Architect for any allowable Reimbursable Expenses, up to a maximum amount of \$ \_\_\_\_\_.

Reimbursable expenses for the Project mean actual direct expenditures (without overhead, fee, markup or profit) made by Architect and the Consultants in the interest of the Project for the following items: long-distance communications; reproductions, postage and handling of plans, drawings, specifications and other documents (excluding reproductions for the office use of Architect and the Consultants); mileage and travel expenses more particularly described below; data processing and photographic production techniques; and renderings, models and mock-ups requested by 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 State of Oregon employees. Travel expenses are only reimbursable when services are rendered in excess of 25 miles from Architect's or Consultant's office. As of the date of this Agreement, these rates are as follows: [Rates as of 01/01/14]

Airfare (coach class only) and car rental:	At cost.
Personal car mileage:	\$0.56 per mile.
Lodging:	\$118 per night (excluding tax).
Meals: (reimbursable only when associated with overnight travel) (documentation not required)	\$52 (breakfast/lunch \$13 dinner \$26).
Printing, photography, long distance telephone charges and other allowable direct expenses (no markup or overhead):	At cost.

Architect must retain documentation of actual expenditures when requesting reimbursement of allowable expenses, except meals. No documentation of Reimbursable Expenses is required at time of invoice, although Owner reserves the right to audit at any time (see **Section xx, "Access to Records,"** below).

**C. Additional Services:** Owner will compensate the Architect for Additional Services performed by the Architect, whether directly or through its Consultants, beyond the scope of the Basic Services described in **Section 7, " Architectural Services,"** based on hourly rates for Architect personnel or Consultants, plus Reimbursable Expenses, in accordance with the following schedule of charges 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 1.G., "Relationship Between the Parties/Suspension of Agreement by Owner")**, but only when the Owner has given prior written authorization and the Parties have executed an amendment or supplement to this Agreement.

**Architect:**

Principals	\$	hr
Designer	\$	hr
Architect I	\$	hr
Architect II	\$	hr
Secretarial	\$	hr

These charges shall also be used to determine amounts owed Architect in the event this Agreement is terminated as provided in **Section 18D(1), "Termination of Agreement; Non-availability of Funds."** Any amounts so derived may not exceed the limitations for each phase as specified by **Section 4, "Payments,"** hereof.

**4. PAYMENTS.** Monthly progress payments shall be made by Owner upon Owner's acceptance of the Services performed and upon Owner's review and approval of invoices and required documentation. Payment shall be based upon invoices submitted by Architect for Services rendered and/or Reimbursable



Expenses incurred during the preceding month. Provided, however, payments shall not exceed the maximum not-to-exceed total amounts payable set forth in **Section 3A and 3B**, which may be modified only by executed amendment(s) to this Agreement.

No documentation of Reimbursable Expenses is required at time of invoice, although Owner reserves the right to audit at any time (see **section [25]** below). Payment requests, invoices, and required documentation shall be submitted in the form and format stipulated by Owner. One copy of each invoice, together with required documentation, must be delivered to the following address:

The University of Oregon  
Campus Planning, Design & Construction  
1295 Franklin Blvd / 1276 University of Oregon  
Eugene OR 97403-1276.

Payments to the Architect will be made following the Owner's review and approval of the invoices and required documentation and acceptance of the Services performed and approval of the Reimbursable Expenses incurred. Payments to the Architect 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 3.A.** for Basic Services, and the total of all payments for Reimbursable Expenses shall not exceed the maximum amount set forth in **Section 3.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 \_\_\_\_\_percent ( \_%) of the compensation limit set forth below for each phase, subject to Owner's acceptance of the Services and any deliverables for each phase.

**[DRAFTER'S NOTE: The % of retention needs to be completed. The University may want to establish a standard retention amount for all transactions.]**

- (1) Pre-Design/Schematic Design Phase: not to exceed \$ \_\_\_\_\_.
- (2) Design Development Phase: not to exceed \$ \_\_\_\_\_.
- (3) Construction Documents Phase: not to exceed \$ \_\_\_\_\_.
- (4) Bidding Phase: not to exceed \$ \_\_\_\_\_.
- (5) Construction Administration Phase: not to exceed \$ \_\_\_\_\_.
- (6) Post-construction Phase: not to exceed \$ \_\_\_\_\_.
- (7) Percent for Art: not to exceed \$ \_\_\_\_\_.

No deduction shall be made from Architect's fee on account of penalty, liquidated damages, or other sums withheld from payment to the CM / GC.

**5. SERVICES OF ARCHITECT'S CONSULTANTS.** The Consultants shall be paid by the Architect 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 Architect makes full and timely payment to the Consultants for Consultant services rendered on the Project. Services performed by the Architect through the Consultants shall be included on Architect invoices at the Architect's cost, without markup, at the request of the Owner. The Architect shall provide to the Owner copies of the Consultant's invoices submitted to the Architect, along with the Architect's requests for payment that are submitted to the Owner under this Agreement.

**6. TIME OF PERFORMANCE.** This Agreement shall take effect on the Effective Date and Architect shall perform its obligations according to this Agreement, unless terminated or suspended, through final completion of construction and completion of all warranty work.

**7. ARCHITECT'S SERVICES.** **[--Services determined by project.--]**

**A. Pre-Design/Schematic Design Phase.** In consultation with the Owner, and in compliance with the Owner's Design Criteria, Architect 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) **3a:** Verify existing space program with User Group and expand their understanding of programmatic needs as required to inform the design process.  
**3b:** Working with the user group and with the prospective occupants, create a program describing the functional and esthetic needs of the users, resulting in a written document describing the space requirements, the proximity relationships, the daily and weekly scheduling relationships, the lighting, thermal comfort, technology, equipment, electrical power, and acoustical needs of the users. Create a space table or spreadsheet that lists space needs by net area and increases this to a total building requirement of gross area. Include space requirements for mechanical, electrical, and plumbing systems to the extent that these can be predicted.
- (4) Establish a schedule for the entire project, and a detailed schedule for Pre-Design/Schematic Design indicating proposed meetings, milestones, cost estimates, review documents, and approvals.
- (5) With the Owner, identify Owner's Design Criteria documents that will be the basis of the design including but not limited to the Program, the Project Description, Campus Plan and its sub-plans, the Campus Construction Standards, the Bicycle Management Program, and the Owner's standards for accessibility;
- (6) Describe proposed deviations from Campus Construction Standards and supply information to Owner as to why these deviations are recommended. Record for distribution all deviation proposals, approvals and rejections. Continue recording into subsequent phases of design.
- (7) Based on the Project Description and Program Requirements, use an integrated design process to develop, through active participation of the User Group and with Owner's staff, Schematic Design studies consisting of drawings and other documents for the Owner's approval; Architect shall provide advance information [24 hr] before meetings (agendas, materials, etc., meeting minutes within 7 days after meetings, digital copies of all presentations, drawings, and meeting notes within 2 days, and/or establish project web site to make such information available to Owner. Owner will **[confirm or strike]** provide user meeting facilitation services during this phase;
- (8) Conduct **[or participate in]** a value analysis/value engineering session with the project User Group and Owner's technical staff early in the Schematic Design phase to establish cost/quality targets for major project elements;
- (9) Meet with Owner's staff to discuss initial selection of major building systems, including at a minimum structure, HVAC, exterior wall assemblies, roof assemblies, electrical service equipment, telecommunications equipment, interior finishes, and elevators;
- (10) Meet with City of Eugene ("City") staff, Owner's Campus Planning and Environmental Health and Safety staff, and Owner's Risk Management staff at a predevelopment meeting to review code compliance strategy addressing the overall Fire and Life Safety concept, preliminary fire access plan, historic preservation issues (if appropriate), and any Project-specific code items that have arisen during the design process; create and distribute summary notes within one week of this and other City meetings and phone calls. Identify possible areas that will require Alternative Means and Methods applications;

- (11) 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 appeals and plan review fees;
- (12) Working with the Owner's designated users, outline a Sustainability Plan that reflects the requirements of the Owner's sustainable design policies as described in the Campus Plan and as refined in meetings with the Owner. Including a summary of environmental values guiding the Project, environmental issues to be addressed, Project priorities and goals for each of those issues, metrics for evaluating the Project relative to those goals, and concepts for achieving the goals. Score the Project using the version of the U.S. Green Building Council's Leadership in Energy and Environmental Design (LEED) identified by Owner;
- (13) Coordinate with Owner and Owner's energy analyst of the Project; provide all documentation required for this analysis to the Owner for the Project. In coordination with Project's Sustainability Plan, establish energy performance targets at or above targets listed in the Campus Plan. Working with Owner and energy analyst, identify energy conservation measures for analysis, and describe how major building systems will work together to meet the energy performance goal. When completed, the Project shall exceed the State Building Code requirements for energy efficiency by 35% or more, and shall be a "model of energy efficiency" as that term is described in the above-referenced administrative rules. Coordination of the Energy Analyst and analysis process shall require specific members of the design team to attend all energy meetings;
- (14) Provide necessary coordination and documentation to support the University in their administration of the LEED Certification process and pursuit of targeted LEED Gold Certification.
- (15) Coordinate with Owner and Owner's energy Analyst in the energy analysis of the Project, provide all documentation required for this analysis to the Owner and Owner's energy analyst for the Project. In coordination with the Project's Sustainability Plan, establish energy performance targets at or above targets listed in the Campus Plan. Working with the Owner and Owner's Energy Analyst, identify energy conservation measures for analysis, and describe how major building systems will work together to meet the energy performance goal. When completed, the Project shall exceed the State Building Code requirements for energy efficiency by 35% or more, as stipulated in the Oregon Model for Sustainable Development, Campus Plan policy 10. Coordination and collaboration during this analysis process shall require specific members of the design team to participate in all energy meetings.
- (16) Coordinate with Owner, Owner's Commissioning Agent, and Energy Analyst in the analysis of the Project, provide all documentation required for this analysis to the Owner for the Project.
- (17) Collaborate with Owner in development of Owner's Project Requirements (OPR) document to be used as guiding principles throughout design, and as the basis for commissioning services review and verification. Support and adhere to the OPR in all subsequent phases of design and construction.
- (18) Review the estimates of the probable Direct Construction Cost of the Project prepared by an independent cost estimator commissioned by the Owner and by the CM/GC. The Architect will assist the Owner in comparing and reconciling the two independent cost estimates, and the Architect shall have the responsibility to meet the Project budget requirements, all consistent with the requirements of **Section 1F(4)** above. Alter the design as necessary to bring the Project within the Direct Construction Cost budget, if needed;
- (19) With the assistance of the Campus Planning Office, meet with Owner's Campus Planning Committee as often as required during the Schematic Design phase, and no less than upon completion of the Schematic Design Phase to obtain a positive recommendation to the University of Oregon president that the schematic design, based upon the final schematic design document, be accepted;

(20) Record for distribution all Owner, Owner's Consultants (Energy Analyst and commissioning Agent), and CM/GC review comments and Architect responses using an agreed tracking system. Continue to record for distribution all Owner, Owner's agents, and CM/GC review comments and Architect responses into subsequent phases of design.

(21) When the reconciled cost estimate is in balance with the project budget, prepare xxx (x) 8-1/2" x 11" (with 11" x 17" fold-outs) bound copies and a digital copy of the draft schematic design report for Owner review, consisting at a minimum of the following elements: [examine order]

- a. An approval / Signature section.
- b. Executive Summary;
- c. Record of Design Process. Include in the schematic design document the alternative schematic design studies, the project goals, and applicable Campus Plan and project-specific patterns. (Include patterns reviewed, verified, and possibly modified from the Programming Document and Project Description, as well as patterns developed during the Schematic Design Phase) [make as an ordered sub-list]; [meeting minutes & other backup to appendix]
- d. Program Summary, including a tabulation of space assignments for each activity compared to identified needs and relationship diagrams;
- e. Narrative Summary of the schematic design, including brief descriptions of each component (e.g., site design, structural, mechanical, and electrical systems, etc.);
- f. Reduced plans, sections, and elevations (and/or photographs of models);
- g. Project schedule;
- h. Reconciled Cost estimate and summary of strategies used to balance the cost with the budget;
- i. The building code analysis;
- j. An outline of a Sustainability Plan more particularly described above in Section 7B(8); and
- k. LEED Scorecard

(22) Meet with Owner's User Group, Planning Office, Campus Operations, and other UO entities to review the draft schematic design document report; revise it as necessary to reflect Owner's desires;

(23) Prepare modifications to the schematic design documents as may be required to obtain Owner's approval;

(24) Provide five (5) bound copies, one (1) unbound copy, and one (1) digital pdf file of the final Schematic Design documents legible in black-and-white, format not to exceed 11" x 17";

(25) Work in collaboration with the Owner and CM/GC in development of a BIM execution plan (BEP) describing processes and procedures that will be used to coordinate and deliver the BIM's and associated data requested by the Owner. The BEP will detail specific modeling requirements of the Owner and CM/GC in order to deliver a successful project and information to the Owner at a minimum Level of Detail (LOD) of 100 per AIA E202-2008, with major systems at a minimum level of 200:

- a. Timing of the BEP should allow for review and approval by Owner by the start of the SD phase, or within 45 days after the University contracts with a CM/GC; and
- b. Develop and coordinate architectural, structural, civil and MEP 3D models in Revit and Provide to CM/GC and Owner as required and included in the BEP and per the latest COBie standards published at the time of contract implementation.

**B. Design Development Phase.** Upon notification of the Owner's approval of the Pre-Design/Schematic Design Phase, and upon written authorization from the Owner to proceed, the Architect, in compliance with Owner's Design Criteria as specified in the Project Description, the architectural program as modified during the Schematic Design Phase, and the Basis of Design documents established in the previous phase, shall:



- (1) Update the schedule for the entire project, and develop a detailed schedule for the Design Development phase indicating proposed meetings, milestones, cost estimates, review documents, bid package dates, permit application dates, and approvals;
- (2) Work collaboratively with the User Group and Owner's technical operations staff to refine and complete the design for the project and select major materials and systems. Obtain User Group approval of that design; Architect shall provide advance information 24 hours before meetings (agendas, drawings, etc.), provide meeting minutes within 7 days after meetings, provide digital copies of all presentations, drawings, and meeting notes within 2 days, and/or establish project web site to make such information available to Owner;
- (3) Verify, by on-site inspection at the beginning of the Design Development Phase, existing conditions except information to be provided by Owner as required in **Section XXXXX; (x)**
- (4) Incorporate and respond to Owner's comments from the Schematic Design Phase using comment tracking system established in Schematic Design phase. Continue to record for distribution all Owner, Owner's Consultants (Energy Analyst and Commissioning Agent), and CM/GC review comments and Architect responses into subsequent phases of design.
- (5) Continue to record proposed deviations from Owner's Construction Standards and Owner response using tracking system established in Schematic design phase. Record for distribution all deviation proposals, approvals and rejections into subsequent phases of design
- (6) 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. Include diagrammatic representations of furniture arrangements;
- (7) Early in this phase, ensure that the Project complies with the 2010 American with Disabilities Act Standards for Accessible Design, latest version, and with Owner's published accessibility standards that support the Universal Access policies of the Campus Plan, and allows for access to programs, activities, and services in the most integrated setting possible. Review the project with an accessibility focus group and with the Owner's ADA compliance staff. The Owner will be responsible for interpretation of standards for compliance with Federal requirements;
- (8) Attend meetings with City of Eugene ("City") staff and Owner's Campus Planning, Risk Management, and Environmental Health and Safety staff to further review and refine the Fire and Life Safety concept, fire access plan, historic preservation issues (if appropriate), and all Project- specific code items that have arisen during the design process; create and distribute summary notes within one week of this and other City meetings. Draft all Alternative Means and Methods applications for Owner review. Ensure participation of Owner's Risk Management, Environmental Health, and Campus Planning staff in all meetings with the City, Copy Owner's staff on all communications with City staff;
- (9) The Architect shall perform the following Services associated with the Owner's independent cost estimator and the CM/GC preparation of the probable Direct Construction Cost of the Project:
  - a. Fully cooperate and coordinate with the Owner's independent cost estimator and the CM/GC in the preparation of the Direct Construction Cost estimates for the purpose of establishing a GMP estimate acceptable to Owner;
  - b. Review and verify any adjustments made by the CM/GC and the independent cost estimator to the previous estimates of probable direct construction costs for the Work, and report the Architect's findings and GMP estimate to the Owner;
  - c. In the event the Direct Construction Cost or GMP estimate prepared and reconciled by the Owner's independent cost estimator and the CM/GC exceeds the Owner's Direct Construction Cost budget, revise the Project design to allow

construction of the Project within Owner's budget; the Architect understands and agrees that the Owner's independent cost estimator and the CM/GC will be providing a separate, independent cost estimate of probable Direct Construction Cost or GMP for the Project, the Architect will collaborate with the Owner's independent cost estimator and the CM/GC and consult with the Owner in comparing and reconciling the two independent cost estimates [generated during this Phase of the Services] in an effort to establish an estimated GMP acceptable to Owner, and the Architect shall have the responsibility to meet the Project budget requirements, all consistent with the requirements of **Section 1.F.(4)** above;

(10) Assist the Owner to file 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. Provide data to Owner to predict Systems Development Charges and building permit fees;

(11) Coordinate with Owner and Owner's Energy Analyst in the energy analysis of the Project, provide all documentation required for this analysis to the Owner for the Project to measure energy performance relate to targets previously established. Identify additional energy conservation measures for the Energy Analyst to evaluated and describe how major building systems will work together to meet the energy performance goal. When completed, the Project shall exceed the State Building Code requirements for energy efficiency by 35% or more, and shall be a "model of energy efficiency" as that term is described in the above-referenced administrative rules. Coordination of the Energy Analyst and analysis process shall require specific members of the design team to attend all energy meetings;

(12) Assist Owner in negotiating rebates and incentives from utility companies (EWEB) for energy conservation measures identified by Consultants;

(13) Working with the Owner's designated users, complete the Sustainability Plan outlined in Schematic Design, including a summary of environmental values guiding the Project, environmental issues to be addressed, Project priorities and goals for each of those issues, metrics for evaluating the Project relative to those goals, strategies for achieving the goals, and predicted performance in these areas. Score the Project using the U.S. Green Building Council's Leadership in Energy and Environmental Design (LEED) version identified by Owner, Project shall be designed at a minimum to meet the point equivalent of a LEED Gold rating; [adjust this scope on each project based on division of LEED certification responsibilities between Owner and Architect]

(14) Provide necessary coordination and documentation to support the Owner in their administration of the LEED Certification process and pursuit of targeted LEED Gold Certification.

(15) Perform all necessary services related to the selection and installation of new furniture purchased by the Owner for the Project; [include/expand if furniture services are included in the contract]

(16) Work collaboratively with the User Group and Owner's designated representatives to further develop the Schematic Design furniture arrangements. Perform all necessary services related to the selection, specification, procurement and installation of new furniture purchased by the Owner for the project. Include in the furniture planning the potential use related to coordinating, moving, refinishing, and relocating existing furniture at the Project site.[include/expand if furniture services are included in the contract]

(17) Perform all necessary services related to the design, selection, procurement and installation of code-required signage purchased through the CM/GC for the Project.

(18) Invite Owner, CM/GC, and Owner's Consultants (Energy Analyst and Commissioning Agent) to attend all Architects' meetings with their consultants during this phase as well as subsequent phases. Consultants shall allow appropriate notice to allow Owner to attend all meetings;

- (19) Conduct Design Development review meetings with the Owner and the CM/GC to present the project systems and materials and to review the project with Owner's maintenance and technical staff; Participate in meetings with User Group to agree on final configuration of the design and processes to follow to request changes after this agreement has been signed; Review and respond in meetings to all Owner's comments; Describe deviations from Campus Construction Standards and supply information to Owner as to why these deviations are recommended;
- (20) At both 50%-complete Design Development drawings and specifications and 100%-complete Design Development documents, submit to the Owner xxx(x) copies and one (1) digital pdf files of the following documents, information and other data, with all PDF formatted documents to be searchable:
- a. Preliminary recommendations for interior colors, finishes, and materials and binders containing samples of proposed interior finishes and color;
  - b. One-line diagrams for mechanical systems design(s), proposed major mechanical equipment selections, mechanical room layouts, proposed plumbing fixtures;
  - c. One-line diagrams for electrical systems design(s), proposed light fixtures, electrical room layouts;
  - d. Complete outline specification and Project manual describing all building materials and systems;
  - e. Recommendations for deductive alternates equivalent to 10% of the base bid estimate;
  - f. Recommendations for construction phasing to ensure continued operation of Owner's activities;
  - g. Furniture and equipment layouts showing proposed location, size, and configuration of all public and common area furniture and all equipment in the Project;
  - h. Furniture and equipment outline specification, cut sheets, and preliminary budget estimate.
  - i. A Sustainability Plan, including LEED scorecard and supporting documentation, more particularly described above **Section in 7B(11)**;
  - j. An up-date of the Fire and Life Safety requirements resulting from design development phase meetings with the City of Eugene, including draft language for Alternative Means and Methods applications that will be needed to obtain a building permit; and
  - k. Electronic files of all documents submitted or presented in meetings, excluding samples, materials boards, and other such items including BIM models.
  - l. Coordinated architectural, structural, civil and MEP 3D models in Revit, including embedded equipment schedules and elements as detailed in the BEP, with overall minimum building LOD of 200 per AIA E202-2008, with major system as a minimum level of 300.
  - m. A BEP status report detailing specific steps taken in support of producing fully coordinated drawings and COBie data at the end of the CD phase.
- C. Construction Documents Phase.** Upon notification of the Owner's approval of the Services performed under the Design Development Phase and upon written authorization from Owner to proceed, Architect, in compliance with the Design Criteria for University of Oregon Projects provided by the Owner, shall:
- (1) Prepare working drawings and specifications for up to two construction packages, setting forth all necessary plans, elevations, and construction details, descriptions of materials and equipment, methods of installation, and standards of workmanship necessary to build the project design approved in the previous design phases;

- (2) Update the schedule for the entire project, and develop a detailed schedule for the Construction Documents phase indicating proposed meetings, milestones, cost estimates, review documents, bid package dates, permit application dates, and approvals;
- (3) Incorporate and respond to all of the Owner's, Owner's Consultants (Energy Analyst and Commissioning Agent), and CM/GC's comments from the Design Development Phase using the comment tracking system previously established for the project. Continue to record for distribution all above stated review comments and Architect responses to conclusion of Construction Documents phase;
- (4) Ensure that the Project complies with the 2010 American with Disabilities Act Standards for Accessible Design, latest version, and with Owner's published accessibility standards that support the Universal Access policies of the Campus Plan, and allows for access to programs, activities, and services in the most integrated setting possible. Review the project with Owner's ADA compliance staff. The Owner will be responsible for review of accessibility and interpretation of standards for compliance with Federal requirements;
- (5) Continue to record proposed deviations from Owner's Construction Standards and Owner responses using tracking system established in Schematic Design phase. Record for distribution all deviation proposals, approvals and rejections to conclusion of Construction Document phase.
- (6) Prepare Construction Documents as may be required to expedite the Work in phases developed in conjunction with Owner and CM/GC so as to take maximum advantage of weather and other factors to expedite the work and deliver greatest value; [add language describing assumed number of construction phases and/or bid packages]
- (7) Prepare specifications setting forth descriptions of materials and equipment, methods of installation, and standards of workmanship; Include in the appropriate section of Division 1 of the specifications a complete listing of all warranties required under the technical portions of the specifications;
- (8) Refine and complete the furniture and equipment design. Complete all necessary services related to the selection, specification, procurement and installation of new furniture purchased by the Owner for the Project and any existing refinished or relocated furnishings. Provide Owner with final specification information, furniture counts, and plans. Provide final furniture and equipment budget estimate. [Verify furniture is in the scope of the project]
- (9) Working with the Owner's designated representatives, update the Sustainability Plan developed in earlier phases to reflect changes during this phase, including updating LEED process documentation that addresses the Owner's environmental and energy efficiency goals. Monitor and update the previously established LEED path for a minimum of LEED Gold certification, and score the Project using the U.S. Green Building Council's Leadership in Energy and Environmental Design (LEED) version identified by Owner. [adjust this scope on each project based on division of LEED certification responsibilities between Owner and Architect]
- (10) Provide necessary coordination and documentation to support the University in their administration of the LEED Certification process and pursuit of targeted LEED Gold Certification.
- (11) Provide six (6) sets plus digital copies of 50%-complete Contract Documents for Owner and CM/GC review, with all PDF formatted documents to be searchable;
- (12) Submit to the Owner and CM/GC coordinated 50% CD-complete architectural, structural, civil and MEP 3D models in Revit, including embedded equipment schedules and elements.
- (13) Submit to the Owner a 50% CD-complete BEP status report detailing specific steps taken in support of producing fully coordinated drawings and COBie data at the end of the CD phase.



- (14) Provide the Owner and the CM/GC xxx (x) sets and digital files of the 95% complete Project Contract Documents for review and approval prior to advertising the Project for bid;
  - (15) Submit to the Owner and CM/GC coordinated 95% CD-complete architectural, structural, civil and MEP 3D models in Revit, including embedded equipment schedules and elements.
  - (16) Submit to the Owner a 95% CD-complete BEP status report detailing specific steps taken in support of producing fully coordinated drawings and COBie data at the end of the CD phase.
  - (17) Submit to the Owner a BEP status report detailing specific steps taken in support of producing fully coordinated drawings and COBie data at the end of the CD phase.
  - (18) Submit xxx (x) sets of 100%-complete Contract Documents for final Owner and CM/GC review and approval and take responsibility for Owner's comments that are not made part of the 100%-complete Construction Documents;
  - (19) The Architect shall perform the following Services associated with preparation of the probable Direct Construction Cost of the Project:
    - a. Fully cooperate and coordinate with the Owner's CM/GC in the preparation of the Direct Construction Cost estimates;
    - b. Review and verify the CM/GC's estimate of probable Direct Construction Costs for the Work, and report the Architect's findings to the Owner;
    - c. In the event the Direct Construction Cost estimates prepared by the CM/GC exceed the Owner's Direct Construction Cost budget, revise the Project design to allow construction of the Project within Owner's budget;
  - (20) 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;
  - (21) Prepare bidding documents that include deductive alternates which, in combination with other budget elements identified by Owner, creates a 10% bidding contingency to ensure that if bids are 10% over the budget the project can be delivered within the budgeted amount without delay;
  - (22) Coordinate with Owner and Owner's energy analyst in the energy analysis of the Project, provide all documentation required for this analysis to the Owner and energy analyst. In coordination with the Project's Sustainability Plan, establish energy performance targets at or above targets listed in the Campus Plan. Working with the Owner and energy analyst, identify energy conservation measures for analysis and describe how major building systems will work together to meet the energy performance goal; When completed, the Project shall exceed the State Building Code requirements for energy efficiency by 35% or more, and shall be a "model of energy efficiency" as that term is described in the above-referenced administrative rules; Coordination of the Energy Analyst and analysis process shall require specific members of the design team to attend all energy meetings;
  - (23) Coordinate with Owner, Owner's Commissioning Agent and Energy Analyst in the analysis of the Project, provide all documentation required for this analysis to the Owner for the Project.
  - (24) Submit to the Owner the following documents, information and other data:
    - a. 2 copies of a binder with final recommendations for interior colors, materials, and finishes;
    - b. Structural calculations;
    - c. Heat gain/loss and HVAC system design calculations;
    - d. Electrical and lighting system design calculations; and
    - e. Electronic files of all published drawing sets and BIM files.
- D. Bidding Phase.** Upon notification of Owner's approval of the Construction Documents Phase and upon written authorization from the Owner to proceed, Architect shall:

- (1) Furnish CM/GC with one (1) fully reproducible set of the 100% construction Documents, including working drawings and specifications, complete as required for bid and construction purposes (for additional copies, see Section 8, "Additional Services") plus one (1) complete reproducible set of electronic files of the Construction Documents, with all PDF formatted documents to be searchable;
- (2) Furnish to Owner and CM/GC a fully coordinated architectural, structural, civil and MEP 3D model in Revit, including embedded equipment schedules and elements as detailed in the BEP, with overall building LOD of 300 per AIA E202-2008, and major systems at a minimum level of 400.
- (3) Attend the pre-bid conference at the Project site; and
- (4) Perform the following Services associated with this Phase and the Direct Construction Cost allowance of the Project:
  - a. Assist the Owner and the CM/GC in soliciting subcontractor bids; and
  - b. If the lowest acceptable bid exceeds the Direct Construction Cost allowance authorized by the Owner by 10%, then at the Owner's request, and at no additional cost to the Owner, the Architect shall modify the drawings and specifications in order that new bids may be solicited and a Construction Contract award made within said allowance, consistent with the requirements of **Section 1.F (4)** above.

**E. Construction Administration Phase**

Commencing with the award of a Construction Contract by Owner, Architect shall:

- (1) Attend the pre-construction conference at the Project site;
- (2) Furnish Owner and CM/GC with a conformed set of the Construction Documents, including working drawings and specifications, incorporating addenda, changes required by the permitting process, and alternates awarded in the bidding process. Provide this set in two paper copies to Owner plus one complete set of electronic files;
- (3) 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 CM/GC-provided project time schedule;
- (4) Attend progress meetings with the CM/GC and Owner on a weekly basis, or as needed and directed by the Owner. Site observation visits to be included as part of progress meetings. Submit to Owner's project manager a written report only if non-compliant, quality, and/or schedule issues are observed;
- (5) Arrange for periodic visits of Consultants to make similar determinations with respect to mechanical and other Work, as applicable;
- (6) Review and approve or take appropriate action regarding shop drawings and samples submitted by the CM/GC; such actions by Architect shall be taken with reasonable promptness to cause no delay in the Work;
- (7) Prepare any supplemental drawings or large-scale details needed to clarify the Construction Documents;
- (8) Respond promptly to requests from the CM/GC for assistance with unforeseen problems so as to minimize the Owner's exposure to claims for delay;
- (9) Advise and consult with the Owner, issuing appropriate instructions to the CM/GC;
- (10) Check proposed costs of any modifications to the Construction Contract and recommend acceptance or rejection to the Owner. Owner will prepare written change orders;
- (11) Endeavor to guard the Owner against defects and deficiencies in the Work of the CM/GC;
- (12) Notify the Owner of any Work which does not conform to the Construction Documents and recommend to the Owner that the CM/GC stop the Work whenever, in the Architect's opinion, it may be necessary for the proper performance of the Construction Contract;
- (13) Issue certification to the Owner and the CM/GC when all terms of the Construction Contract have been fulfilled to the Architect's satisfaction;

- (14) Conduct on-site observations to determine the date of final completion, receive written guarantees and related documents assembled by the CM/GC and issue recommendation for final acceptance and payment;
  - (15) Provide information to and assist with efforts of the Owner's contractors for testing and balancing, special inspections, commissioning, and energy analysis;
  - (16) Provide necessary coordination and documentation to support the University in their administration of the LEED Certification process and pursuit of targeted LEED Gold Certification.
  - (17) Upon completion of the Work, the Architect shall, at no additional cost to the Owner, update electronic drawings and submit the appropriate digital files as follows:
    - a. One (1) complete, full-size (no larger than 30" x 42"), reproducible drawing set on vellum reflecting significant changes in the Work made during construction based on marked-up prints, drawings and other data furnished by the CM/GC to the Architect;
    - b. One (1) complete, reproducible set of electronic drawing files, compatible with [insert version of Revit or AutoCAD], including full BIM model if BIM software is used;
    - c. One (1) complete Binders containing samples of proposed interior finishes and color-index of AutoCAD files and drawing layers;
    - d. One (1) complete set of digital files of drawings and specifications in PDF format;
    - e. Two (2) complete full-size reproducible drawing set on bond paper;
    - f. Two (2) complete sets of as-built specifications; and
    - g. Prepare floor plans (Book Plans) of the Project in the Owner's format for administrative and space record keeping.
- F. Post-Construction Phase.** Upon substantial completion of the Construction Administration Phase and continuing thereafter as necessary, the Architect shall:
- (1) Work with Owner's commissioning agent and with CM/GC during the 12-month period after occupancy of the project to assist in final adjustments and corrections necessary in the function of the project and of the systems that support it;
  - (2) Participate in an on-site review of the project near the end of the warranty period to identify all items with pending warranty issues;
  - (3) With the Owner, CM/GC, Owner's energy analyst, controls subcontractor, and Architect's mechanical and electrical consultants, participate in an after-care session during the twelfth month of the warranty period. Review system operating data including metering, trend logs, instantaneous flow measurements, and other information to ensure that the building mechanical and electrical systems are operating consistently with the design intent. Compare performance data to assumptions used during design. Identify control adjustments and other minor changes that would substantially reduce energy consumption or otherwise enhance system performance;
  - (4) Participate in post-occupancy reviews, including those related to design and construction processes, as conducted by the Owner.
  - (5) Provide necessary coordination and documentation to support the University in their administration of the LEED Certification process and pursuit of targeted LEED Gold Certification.
- G. Percent for Art.** Upon notification that the Oregon Arts Commission has established a committee for the Project's Percent for Art selection, the architect shall perform those design and coordination Services for the fine arts and crafts to be identified and incorporated into the Project, pursuant to the State of Oregon "1% for Art Program," set forth in ORS 276.090, as amended, relating to acquisition of fine arts or crafts to be part of the Project and consisting of the consultation with the Owner on selection of artwork, commissioning and/or completion of the artwork and integration with the overall design of the Project.

**8. ADDITIONAL SERVICES.**

**A. Copies of Construction Documents.** All copies of Construction Documents shall be furnished by Architect upon the written request of Owner, and will be reimbursed at the cost of reproduction if in excess of the number specified in **Section 7, "Architect's Services,"** above.

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

- (1) Substantial changes are ordered by Owner after Owner has acknowledged the acceptance of one or more of the planning phases described above (except changes which are ordered for the purpose of maintaining the Direct Construction Cost of the Project within the allowance specified in **Section 1, "Relationship Between Parties");**
- (2) Damage occurs as a result of fire or other casualty to the structure;
- (3) The CM/GC becomes delinquent or insolvent;
- (4) Architect's attendance is required at City of Eugene public and/or planning board presentations;
- (5) 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) Owner requests the selection and specification of furnishing(s) outside the scope of the Project's direct construction allowance;
- (7) 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 Architect provide design Services associated with specialized signage for the Project beyond that required for code compliance;
- (9) The Owner requests that the Architect perform all necessary Services related to the selection and installation of new furniture purchased by the Owner for the Project; or
- (10) The Owner requests that the Architect prepare any specifications required as part of the installation of the Owner's new furniture at the Project.

**C. Payments at the time of Abandonment or Suspension.** If any Services performed by Architect are abandoned or suspended, Architect shall be paid for the Services rendered, under the provisions and limitations of Section 4, "Payments," in proportion to the amount of Services performed at the time of suspension or abandonment, provided the initiative for such abandonment or suspension is by Owner and does not result from a design error of Architect, a bid overrun, or other breach or default by Architect.

**9. SURVEY, BORINGS AND TESTS.** Owner shall, so far as the Services under this Agreement may require, furnish Architect 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; and

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

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

**10. ARCHIECT'S RESPONSIBILITIES IN REGARD TO ASBESTOS AND OTHER HAZARDOUS SUBSTANCES.** It is envisioned that this Project will not involve the removal of



and destruction of asbestos, asbestos-related materials, hazardous substances or other hazardous materials (collectively the "Hazardous Substances"). It is understood and agreed that the Owner will 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. It is understood and agreed that the Architect 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 and/or professional consultant and/or the contractor and/or subcontractor which the Owner selects relating to the abatement of such Hazardous Substances.

**11. INSURANCE PROVISIONS.** During the term of this Agreement, Architect 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- or better that are authorized to transact the business of insurance and issue coverage in the State of Oregon:

**A. Workers' Compensation:** All employers, including Architect, 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. Architect shall ensure that each of its Consultants and subcontractors complies with these requirements.

**B. Commercial General Liability:** Architect shall secure Commercial General Liability insurance with a combined single limit of not less than \$1,000,000 each occurrence/\$2,000,000 annual aggregate for bodily injury and property damage. It shall include personal injury coverage and contractual liability coverage for the indemnity provided under this Agreement.

**C. Automobile Liability:** Architect shall secure Automobile Liability insurance with a combined single limit of not less than \$1,000,000 per occurrence, 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:** Architect 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 and/or project manual, and all related work product of the Architect. 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 a combined single limit of not less than \$1,000,000 per claim, incident or occurrence/\$2,000,000 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 24 months or the maximum time period available in the marketplace if less than 24 months. Architect will be responsible for furnishing certification of "tail" coverage as described or continuous "claims made" liability coverage for 24 months following completion. 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:** Prior to the signature by the Owner to this Agreement, Architect shall furnish to the appropriate university official Certificates of Insurance as evidence of the insurance coverages required under this Agreement. The certificate(s) shall provide that the insurance policies have been endorsed/amended so that the insurance company or companies shall give a 30 calendar day notice (without reservation) to the Owner's representative set forth in **Section 29, "Notice; Parties' Representatives,"** below if the applicable policy is canceled or materially changed, or if the aggregate limits have been reduced. The certificate(s) should state specifically that the insurance is provided for this Agreement. Insuring companies are subject to acceptance by the Owner.

**G. Additional Insureds:** The Certificates of Insurance, except for Workers' Compensation and Professional Liability/Errors & Omissions, shall provide that the policies have been endorsed/amended so that the State of Oregon, Owner, and its institutions, officers, and employees are Additional Insureds with respect to Architect's services to be provided under this Agreement.

**12. INDEMNITY.**

**A. Claims for Other Than Professional Liability.** Architect shall indemnify, hold harmless and defend the Owner and its officers, agents, employees and members from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of whatsoever nature resulting from, arising out of, or relating to the activities of the Architect or the Architect's Consultants, partners, joint venturers, subcontractors, officers, agents or employees acting under or pursuant to this Agreement or any supplement or amendment hereto.

**B. Claims for Professional Liability.** Architect shall save, defend, indemnify, and hold harmless Owner and its officers, agents, employees, and members from and against all claims, suits or actions, losses, damages, liabilities, costs, and expenses of whatsoever nature resulting from, arising out of, or relating to the professional negligent acts, errors, or omissions of Architect or its Consultants, partners, joint venturers, subcontractors, officers, agents, or employees acting under or pursuant to this Agreement or any supplement or amendment hereto.

**C. Owner Defense Requirements.** Notwithstanding the foregoing defense obligations of the Architect, neither the Architect nor any attorney engaged by the Architect shall defend any claim in the name of the Owner, the University of Oregon, nor purport to act as legal representative of the Owner, the University of Oregon, without the prior written consent of the General Counsel of the University of Oregon. The Owner may, at anytime at its election assume its own defense and settlement in the event that it determines that the Architect is prohibited from defending the Owner, that Architect is not adequately defending the Owner's interests, or 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 Architect if the Owner elects to assume its own defense.

**D. Agency's Actions.** Subsections A and B above do not include indemnification by the Architect of the Owner for the Owner's activities, whether related to this Agreement or otherwise.

**13. LIMITATION OF LIABILITIES.** Except for any liability of the Architect arising under or related to the Architect's failure to perform according to the standard of care or any other liability arising under or related to the Architect's representations and warranties under Section 2, "Architect's Standard of Care; Representations and Warranties," of 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.

**14. OWNERSHIP AND USE OF WORK PRODUCT OF ARCHITECT.**

**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. Owner and Architect intend that such Work Product be deemed "Work made for Hire," of which Owner shall be deemed the author. If for any reason such Work Products are not deemed "Work made for Hire," Architect hereby irrevocably assigns to 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. Architect shall execute such further documents and instruments as Owner may reasonably request in order to fully vest such rights in Owner. Architect 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. Architect's Use of Work Product.** Architect, despite other conditions of this Section, shall have the right to utilize such Work Product on its brochures or other literature that it may use for its sales and, in addition, unless specifically otherwise exempted, Architect may use standard line drawings, specifications, and calculations on other unrelated projects.

**C. Owner Reuse or Modification of Work Product.** If Owner reuses or modifies the Work Product without Architect's involvement or prior written consent, to the extent permitted by Article XI, Section 7 of the Oregon Constitution and by the Oregon Tort Claims Act, Owner shall indemnify, within the limits of the Tort Claims Act, Architect against liability for damage to life or property arising from the State's reuse or modification of the Work Product, provided Owner shall not be required to indemnify Architect for any such liability arising out of the wrongful acts of Architect or Architect's officers, employees, Consultants, subcontractors, or agents.

15. **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, Architect shall not enter into any new Consultant 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 provisions Owner may require, Architect shall include in any permitted Consultant agreement under this Agreement a requirement that the Consultant be bound by **Sections 11, "Insurance Provisions"; 12, "Indemnity"; 13, "Limitation of Liabilities"; 14, "Ownership and Use of Work Product of Architect"; 17, "Mediation"; 18, "Termination of Agreement; Non-availability of Funds"; 19, "Tax Compliance Certification"; 21, "Foreign Contractor"; 22, "Compliance With Applicable Law"; 23, Governing Law; Venue; Consent to Jurisdiction"; 24, "Independent Contractor Status of Architect"; 25, "Access To Records"; and 28, "No Waiver."**
16. **NO THIRD PARTY BENEFICIARIES.** Owner and Architect 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.
17. **MEDIATION.** Architect 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. Architect 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.
18. **TERMINATION OF AGREEMENT; NON-AVAILABILITY OF FUNDS.**
  - A. Mutual Agreement.** Owner and Architect, by mutual written agreement, may terminate this Agreement at any time. Owner, on 30 days written notice to Architect may terminate this Agreement for any reason deemed appropriate in its sole discretion.
  - B. Termination by Owner.** Owner may terminate this Agreement, in whole or in part, immediately upon notice to Architect, or at such later date as Owner may establish in such notice, upon the occurrence of any of the following events:

- (1) Owner fails to receive funding, or appropriations, limitations, or other expenditure authority at levels sufficient to pay for Architect'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) Architect no longer holds any license or certificate that is required to perform the Services; and
- (4) Architect 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 so fails to perform the Services as to endanger Architect'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.

**C. Owner Funding.** Owner reasonably believes that sufficient funds are anticipated to pay all amounts due hereunder and hereby covenants and agrees that it will use its best efforts to obtain and properly request and pursue funds from which payments hereunder may be made, including making provisions for such payments to the extent necessary in the budget submitted for the purpose of obtaining funds and using its best efforts to have such budget approved. It is Owner's intention to make all payments due hereunder if funds are legally available therefor and, in that regard, Owner represents and warrants to Architect that this Agreement is important to Owner's efficient and economic operation. If, despite the above, Owner is not allotted sufficient funds for the next succeeding fiscal period by appropriation, appropriation limitation, grant, or other funds source lawfully available to it for such purposes to continue the Project and make payments hereunder, Owner may terminate this Agreement, by notice to Architect, without penalty, effective at the end of the current fiscal period for which funds have been allocated and, if not so terminated, Owner will remain fully obligated for all amounts owing hereunder. Such termination shall not constitute an event of default under any other provision of the Agreement, but Owner shall be obligated to pay all charges incurred through the end of such fiscal period. Owner shall give Architect notice of such non-availability of funds within thirty (30) days after it receives notice of such non-availability.

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

- (1) Pursuant to **subsections A, B(1) or B(2)** above, Owner, using the Schedule of hourly changes set forth in **Section 3, "Compensation,"** and within the limitations specified in **Section 8, "Additional Services,"** shall compensate Architect 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 **subsections B(3) or B(4)** above, 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, Architect shall immediately cease performance of Services under this Agreement, unless Owner expressly directs otherwise in the notice of termination, and shall provide to Owner all plans, specifications, CAD drawings on diskettes, mylar drawings, 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, Architect shall be responsible to Owner for the quality of its Services and Work Product through the date of termination.

**19. TAX COMPLIANCE CERTIFICATION.** By signature on this Agreement, the undersigned certifies under penalty of perjury that the undersigned is authorized to act on behalf Architect and that Architect is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS



401.792 to 401.816 (Tax For Emergency Communications), 118 (Inheritance Tax), 314 (Income Tax), 316 (Personal Income Tax), 317 (Corporation Excise Tax), 318 (Corporation Income Tax), 320 (Amusement Device and Transient Lodging Taxes), 321 (Timber And Forestland Tax), 323 (Cigarettes and Tobacco Products Tax), and the elderly rental assistance program under ORS 310.630 to 310.706; and any local taxes administered by the Department of Revenue under ORS 305.620.

20. **DISCLOSURE OF SOCIAL SECURITY NUMBER.** Architect must provide Architect's Social Security number unless Architect provides a federal tax ID number. This number is requested pursuant to ORS 305.385 and OAR 150-305.100. Social Security numbers provided pursuant to this authority will be used for the administration of state, federal, and local tax laws.
21. **FOREIGN CONTRACTOR.** If Architect is not domiciled in or registered to do business in the State of Oregon, Architect 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. Architect shall demonstrate its legal capacity to perform the Services under this Agreement in the State of Oregon prior to entering into this Agreement.
22. **COMPLIANCE WITH APPLICABLE LAW.** Architect agrees to comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the Services to be provided under this Agreement. Architect specifically agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Architect also shall comply with the Americans with Disabilities Act of 1990 (Pub L No. 101-336), ORS 659.425, and all regulations and administrative rules established pursuant to those laws. Failure or neglect on the part of Architect to comply with any or all such laws, ordinances, rules, and regulations shall not relieve Architect of these obligations nor of the requirements of this Agreement. Architect further agrees to make payments promptly when due, to all persons supplying to such Architect 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 the State 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 Architect fails or refuses to make any such payments required herein, the appropriate Institution official may pay such claim. Any payment of a claim in the manner authorized in this Section shall not relieve Architect or Architect'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 totally accessible to people with physical limitations. Owner expects that all spaces in designs for new facilities and in remodel projects will be accessible to people with physical limitations.
23. **GOVERNING LAW; VENUE; CONSENT TO JURISDICTION.** This Agreement shall 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 Architect that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Lane 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 the State of Oregon 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. ARCHITECT, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

**24. INDEPENDENT CONTRACTOR STATUS OF ARCHITECT.**

**A. Architect as Independent Contractor.** Architect 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 Architect's performance. Architect is responsible for determining the appropriate means and manner of performing the Services.

**B. Agency Status.** Architect is not an officer, employee, or agent of the Owner as those terms are used in ORS 30.265.

**C. Benefits; Payment of Taxes.** Architect 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 Architect under this Agreement. Architect will not be eligible for any benefits from these contract 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, Architect certifies that it is not currently employed by the federal government.

**25. ACCESS TO RECORDS.** For not less than three (3) years after Agreement expiration, Owner, the Secretary of State's Office of the State of Oregon, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Architect 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, Architect shall retain all pertinent records for not less than three (3) years or until all litigation is resolved, whichever is longer. Architect will provide full access to such documents in preparation for and during any such litigation.

**26. SEVERABILITY.** The Parties agree that 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.

**27. FORCE MAJEURE.** Neither Party shall be held responsible for delay or default caused by fire, riot, acts of God, and war, which is beyond such Party's reasonable control. Each 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.

**28. NO WAIVER.** The failure of Owner to enforce any provision of this Agreement shall not constitute a waiver by Owner of that or any other provision.

**29. NOTICE; PARTIES' REPRESENTATIVES.** Except as otherwise expressly provided in this Agreement, any notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to Architect or Owner at the address or number 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 five (5) calendar days after the date of mailing. Any notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. To be effective against Owner, such facsimile transmission must be confirmed by telephone notice to Owner's

Representative named below. 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 Architect and Owner for purposes of notice and for other specific purposes provided for under this Agreement are [list names, addresses, telephones for Architect and Owner]

30. **CONFIDENTIALITY.** Architect 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 Architect from establishing a claim or defense in an adjudicatory proceeding. Architect shall require the Consultants to execute similar agreements to maintain the confidentiality of information of Owner.
31. **CONFLICT OF INTEREST.** Except with Owner's prior written consent, Architect shall not engage in any activity, or accept any employment, interest, or contribution that would or would reasonably appear to compromise Architect'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.
32. **SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Agreement, except for the rights and obligations set forth in Sections 2, "Architect's Standard of Care"; 12, "Indemnity"; 13, "Limitation of Liabilities"; 14, "Ownership and Use of Work Product of Architect"; 18, "Termination of Agreement; Non-availability of Funds"; 23, "Governing Law; Venue; Consent to Jurisdiction"; 25, "Access to Records"; 30, "Confidentiality"; and 32, "Survival."
33. **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.
34. **MERGER CLAUSE.** THIS AGREEMENT AND 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 ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIED INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. ARCHITECT, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS AGREEMENT AND ARCHITECT AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

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

Vendor Name, Architect

The University of Oregon, Owner

Print Name: \_\_\_\_\_

Print Name: Darin Dehle

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Title: Director of Design & Construction

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

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



**EXHIBIT 1**

**ARCHITECT'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**

Structural: \_\_\_\_\_

Mechanical, Electrical, Security, A/V: \_\_\_\_\_

Civil: \_\_\_\_\_

Landscape Architects: \_\_\_\_\_

**EXHIBIT 2**  
**SCHEDULE OF CHARGES**  
**(Per Hour)**

[Architect]

Partner:	\$
Project Manager:	\$
Architect/Designer	\$
Clerical Support	\$
Etc.....	

[Engineer]

Manager:	\$
Engineer:	\$
Designer:	\$
Clerical:	\$
Etc.....	

AMENDMENT NO. ##

UNIVERSITY OF OREGON  
AMENDMENT  
TO ARCHITECT'S AGREEMENT  
NAME OF PROJECT  
CONTRACT NO. VVVVVV-CT-YY-NNN

This is entered into by and between:

the Architect:

Vendor Name  
Address  
Address  
Telephone  
Email

and the Owner:

The University of Oregon  
c/o Campus Design & Construction  
1295 Franklin Blvd / 1276 University of Oregon  
Eugene, OR 97403-1276  
(541) 346-2282  
capcon@uoregon.edu

(collectively the "Parties") as of the date that the Amendment has been fully executed by the Parties and all required University of Oregon approvals have been obtained (the "Effective Date").

RECITALS

WHEREAS, on or about date of original contract the Parties entered into that certain Architect's Agreement Contract No. VVVVVV-CT-YY-NNN (the "Agreement") for the Name of Project project at the University of Oregon (the "Project"); and,

WHEREAS, the Owner desires that the Architect perform Additional Service more particularly described herein, and the Architect desires to perform those Services, and the Parties desire to memorialize their agreement respecting those Additional Services;

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for good and valuable consideration, the Parties agree as follows:

AGREEMENT

1. **ADDITIONAL SERVICES.** The Architect, with assistance of the Consultants, agrees to perform the following Additional Services:

The proposal is attached to this Amendment as Exhibit 1 and is incorporated herein by this reference.  
or

1.1 Provide xxx as follows:  
1.1.1

or

Consultant agrees to provide Additional Services related to (xyz).

**2. SCHEDULE FOR COMPLETION OF SERVICES.** The Architect agrees to perform the Additional Services [according to the schedule set forth in the Proposal.] OR [within xx of receiving notice to proceed.] OR [according to the schedule developed in cooperation with the Owner in order to meet Project needs.]

**3. COMPENSATION.** Owner agrees to compensate Architect and its Consultants for these Additional Services on a fixed-fee basis not to exceed \$xxx, [including Reimbursable Expenses] [which includes \$\_\_\_\_\_ for Basic Services and \$\_\_\_\_\_ for Reimbursable Expenses]. Maximum Compensation under the Agreement is increased by that amount from \$xxx to \$xxx. [Architect progress payments will be made according to the schedule set forth in Section X, "Payments," of this Agreement. *(For when an outlined Payment schedule is included.)*]

*Or if just transferring reimbursables into services.....*

The Owner agrees to compensate Consultant for the Additional Services on a lump-sum basis in accordance with the Agreement and the provisions of this Amendment in an amount not to exceed \$0.

Owner agrees to adjust the Basic Services/Reimbursable Expenses budgets by transferring \$0 from the Reimbursable Expenses budget into the Basic Services budget. This adjustment does not result in an increase to the Agreement's Maximum Compensation.

**x. PAYMENTS.** Payments to the Architect for such Services performed and invoiced will be made for each phase as follows: *(For when an outlined Payment schedule is included.)*

- x.1 X Phase: not to exceed \$0.
- x.2 Y Phase: not to exceed \$0.
- x.3 Z Phase: not to exceed \$0.

**x. SERVICES OF CONSULTANT'S SUB-CONSULTANTS.** Pursuant to Section 1.F.(8) of the Agreement, Owner approves Architect's use of the following Consultant and its hourly rates: *(For when Consultant uses a Sub-Consultant not listed under their original agreement.)*

**4. TERM.** This Amendment is effective on the date it has been signed by every Party hereto and all necessary State approvals have been obtained. No Services shall be performed or payment made prior to the Effective Date. The Architect shall perform its obligations according to the Agreement and this Amendment, unless terminated or suspended, through final completion of all Services. Termination or suspension shall not extinguish or prejudice Owner's right to enforce the Agreement, as amended, with respect to any breach of the Architect's performance that has not been cured.

**5. TAX COMPLIANCE.** By signature on this Amendment, the undersigned authorized representative of Architect certifies under penalty of perjury that to the best of the undersigned's knowledge, Architect is not in violation of Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and ORS 403.200 to 403.250 and Chapters 118, 314, 316, 317, 318, 321, and 323; the elderly rental assistance program under ORS 310.630 to 310.706; and local taxes administered by the Department of Revenue under ORS 305.620.

**6. REMAINING CONTRACT PROVISIONS; REPRESENTATIONS AND WARRANTIES.** Except as specifically modified by this Amendment, the Parties understand and agree that all provisions of the Agreement remain in full force and effect and apply to the Work. Architect hereby confirms and

certifies that the representations, warranties, and certifications contained in the Architect's Agreement, and amendment(s) thereto remain true and correct as of the Effective Date of this Amendment.

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

**Vendor Name**, Architect

The University of Oregon, Owner

Print Name: \_\_\_\_\_

Print Name: Darin Dehle

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Title: Director of Design & Construction

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

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