

REQUEST FOR QUALIFICATIONS FOR ARCHITECT/ENGINEER PROFESSIONAL SERVICES

University of Texas Permian Basin

MIDLAND CAMPUS EXPANSION

RFQ No: 742-22-188-3

DUE: October 14, 2021



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REQUEST FOR QUALIFICATIONS FOR
ARCHITECT/ENGINEER PROFESSIONAL SERVICES
University of Texas Permian Basin
Midland Campus Expansion
RFQ No.: 742-22-188-3

SECTION 1 – GENERAL INFORMATION & REQUIREMENTS

- 1.1 **GENERAL INFORMATION:** The University of Texas System (“Owner”) and University of Texas Permian Basin are soliciting statements of qualifications (“Qualifications”) for selection of an Architect/Engineer firm for **Midland Campus Expansion** (“Project”), in accordance with the terms, conditions, and requirements set forth in this Request for Qualifications.
- 1.1.1 This Request for Qualifications (“RFQ”) is the first step in a two-step process for selecting an Architect/Engineer firm. The RFQ provides the information necessary to prepare and submit Qualifications for consideration and initial ranking by the Owner. Based on the initial ranking, the Owner may select up to five (5) of the top ranked qualified respondents to attend Interviews in the final step of the process.
- 1.1.2 In the final step of the process, Interviews, the “most” qualified respondents will be requested to attend an interview with the Owner to confirm the Qualification submittal and answer additional questions. The Owner will then rank the remaining respondents in order to determine a “most” qualified respondent.
- 1.2 **PUBLIC INFORMATION:** All information, documentation, and other materials submitted in response to this solicitation are considered non-confidential and/or non-proprietary and are subject to public disclosure under the Texas Public Information Act (*Texas Government Code*, Chapter 552.001, *et seq.*) after the solicitation is completed.
- 1.2.1 The Owner strictly complies with all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of RFQ information.
- 1.3 **TYPE OF CONTRACT:** Any contract resulting from this solicitation will be in the form of the Owner’s Standard Architect/Engineer Agreement copy of which is attached to this RFQ.
- 1.4 **CLARIFICATIONS AND INTERPRETATIONS:** Any clarifications or interpretations of this RFQ that materially affect or change its requirements will be posted by the Owner as an addendum on the utpb.edu Purchasing website. It is the responsibility of all respondents to obtain this information in a timely manner. All such addenda issued by the Owner before the proposals are due as part of the RFQ, and respondents shall acknowledge receipt of and incorporate each addendum in its Qualifications.

All question submittals will be due:

Tuesday, October 5, 2021 @ 2:00 PM. (cst)

- 1.4.1 Respondents shall consider only those clarifications and interpretations that the Owner issues by addenda five (5) days prior to the submittal deadline. Interpretations or clarifications in any other form, including oral statements, will not be binding on the Owner and should not be relied on in preparing Qualifications.

1.5 SUBMISSION OF QUALIFICATIONS:

- 1.5.1 DEADLINE AND LOCATION: The Owner will receive Qualifications at the time and location described below.

Thursday, October 14, 2021 @ 2:00 pm (cst) local time

The University of Texas Permian Basin
Mesa Building MB 4270
Odessa, TX 79762

- 1.5.2 Submit one (1) electronic copy of the Qualifications. An original signature must be included on the “Respondent’s Statement of Qualifications and Ability to Undertake the Project” document submitted with each copy.
- 1.5.3 Submit one (1) original (electronic copy) and one (1) copy of the HUB Subcontracting Plan (HSP) as separate attachments to the Qualifications as described in Section 1.13.
- 1.5.4 Late received Qualifications will be returned to the respondent.
- 1.5.5 The Owner will not acknowledge or receive Qualifications that are delivered by telephone, facsimile (fax), or electronic mail (e-mail).
- 1.5.6 Properly submitted Qualifications will not be returned to respondents.
- 1.5.7 Qualifications materials must be enclosed in a sealed envelope (box or container) addressed to the Point-of-Contact person; the package must clearly identify the submittal deadline, the RFQ number, and the name and return address of the respondent.
- 1.6 POINT-OF-CONTACT: The Owner designates the following person as its representative and Point-of-Contact for this RFQ. Respondents shall restrict all contact with the Owner and direct all questions regarding this RFQ, including questions regarding terms and conditions and technical specifications, to the Point-of-Contact person.
- Elsa Montalvo – Director of Purchasing**
University of Texas Permian Basin
4901 E. University Blvd.
Odessa, TX 79762
Phone: 432.552.2795
e-mail: **Montalvo_e@utpb.edu**
- 1.7 EVALUATION OF QUALIFICATIONS: The evaluation of the Qualifications shall be based on the requirements described in this RFQ. All properly submitted Qualifications will be reviewed, evaluated, and ranked by the Owner. The top five or fewer ranked respondents may be selected by the Owner to participate in step **TWO** of the selection process.
- 1.7.1 Qualifications shall not include any information regarding respondent’s fees, pricing, or other compensation.

- 1.7.2 The selection process will involve two separate and sequential steps. Step I will be a selection of the **three** “most qualified” respondents based on Step I criteria. Step II will identify the respondents selected from Step I and will request the selected respondents to prepare and submit additional information based upon Step II criteria.
- 1.8 OWNER’S RESERVATION OF RIGHTS: The Owner may evaluate the Qualifications based on the anticipated completion of all or any portion of the Project. The Owner reserves the right to divide the Project into multiple parts, to reject any and all Qualifications and re-solicit for new Qualifications, or to reject any and all proposals and temporarily or permanently abandon the Project. Owner makes no representations, written or oral, that it will enter into any form of agreement with any respondent to this RFQ for any project and no such representation is intended or should be construed by the issuance of this RFQ.
- 1.9 ACCEPTANCE OF EVALUATION METHODOLOGY: By submitting its Qualifications in response to this RFQ, respondent accepts the evaluation process and acknowledges and accepts that determination of the “most qualified” firm(s) will require subjective judgments by the Owner.
- 1.10 NO REIMBURSEMENT FOR COSTS: Respondent acknowledges and accepts that any costs incurred from the respondent’s participation in this RFQ shall be at the sole risk and responsibility of the respondent.
- 1.11 PRE-SUBMITTAL CONFERENCE: A pre-submittal conference **will not** be held.
- 1.12 ELIGIBLE RESPONDENTS: Only individual firms or lawfully formed business organizations may apply (This does not preclude a respondent from using consultants.) The Owner will contract only with the individual firm or formal organization that submits a Qualification.
- 1.13 HISTORICALLY UNDERUTILIZED BUSINESSES’ SUBMITTAL REQUIREMENTS: It is the policy of The University of Texas System and each of its component institutions, to promote and encourage contracting and subcontracting opportunities for Historically Underutilized Businesses (HUB) in all contracts. Accordingly, the Owner has adopted Exhibit H, Policy on Utilization of Historically Underutilized Businesses (See attached). The Policy applies to all contracts with an expected value of \$100,000 or more. If Owner determines that subcontracting opportunities are probable, then a HUB Subcontracting Plan is a required element of the Qualifications. Failure to submit a required HUB Subcontracting Plan will result in rejection of the Qualifications.
- 1.13.1 STATEMENT OF PROBABILITY

The Owner has determined that subcontracting opportunities are probable in connection with this procurement solicitation. Therefore, a HUB Subcontracting Plan (HSP) is required as a part of the respondent's Qualifications. The respondent shall develop and administer a HSP as a part of the respondent's Qualifications in accordance with the University of Texas System Policy on Utilization of Historically Underutilized Businesses (HUB), Exhibit H.

- 1.13.2 Refer to Exhibit H, Policy on Utilization, Historically Underutilized Business (attached) and the Summary of Requirements for a detailed list of attachments required with the Qualifications. Editable versions of the HUB Subcontracting Plans are available on The University of Texas System website at <http://www.utsystem.edu/hub/hubforms.html>.
- 1.13.3 The "Statement of Probability" determines the probability for subcontracting opportunities. This determination will clarify which attachments, detailed in Figure 1, will be required to be completed and returned.
- 1.13.4 Submit one original and one copy of the HUB Subcontracting Plan **in a separate attachment apart from the submittal of qualifications.**
- 1.14 NOT USED:
- 1.15 SALES AND USE TAXES: Section 151.311, Tax Code, as amended effective October 1, 1993, permits the purchase free of state sales and use taxes of tangible personal property to be incorporated into realty in the performance of a contract for an improvement to realty for certain exempt entities that include The University of Texas System. The section further permits the purchase tax-free of tangible personal property (other than machinery or equipment and its accessories and repair and replacement parts) for use in the performance of such a contract if the property is "necessary and essential for the performance of the contract" and "completely consumed at the job site." In addition, the section permits the purchase tax-free of a tangible service for use in the performance of such a contract if the service is performed at the job site and if "the contract expressly requires the specific service to be provided or purchased by the person performing the contract" or "the service is integral to the performance of the contract."
- 1.16 CERTIFICATION OF FRANCHISE TAX STATUS: Respondents are advised that the successful respondent will be required to submit certification of franchise tax status as required by State Law (H.B. 175, Acts 70th Leg. R.S., 1987, Ch. 283, p. 3242). The contractor agrees that each subcontractor and supplier under contract will also provide a certification of franchise tax status.
- 1.17 REQUIRED NOTICES OF WORKERS' COMPENSATION INSURANCE COVERAGE: The Texas Workers' Compensation Commission has adopted a new rule, 28 TAC, sec. 110.110, relating to REPORTING REQUIREMENTS FOR BUILDING OR CONSTRUCTION PROJECTS FOR GOVERNMENTAL ENTITIES. The rule applies to all building or construction contracts advertised for bid on or after September 1, 1994. The rule implements sec. 406.096, Texas Labor Code, which requires workers' compensation insurance coverage for all persons providing services on a building or construction project for a governmental entity. The requirements of the rule are set forth in Article 6 of the Uniform General and Supplementary General Conditions for University of Texas System Building Construction Contracts.

- 1.18 PREVAILING WAGE RATE DETERMINATION: Respondents are advised that the Texas Prevailing Wage Law will be administered in accordance with the policies and procedures set forth in the U. T. System document, entitled "Prevailing Wage Guidelines." A copy is attached to the Special Conditions. The penalty for violation of prevailing wage rates has been increased from \$10.00 per underpaid worker per day or portion thereof to \$60.00.
- 1.19 DELINQUENCY IN PAYING CHILD SUPPORT: Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.
- 1.20 STATE REGISTRATION OF ARCHITECTURE FIRMS: Respondents are advised that the Texas Board of Architectural Examiners requires that any firm or business entity providing architectural services to the public, other than a sole proprietor doing business under his/her name, must annually register information regarding the firm or business entity with the Texas Board of Architectural Examiners. Texas Board of Architectural Examiners. 333 Guadalupe Street, Suite 2-350, Austin, Texas 78701, telephone (512) 305-9000, has jurisdiction over individuals licensed under the Architects' Registration Law, Chapter 1051, Texas Occupations Code.
- 1.21 STATE REGISTRATION OF ENGINEERING FIRMS: Respondents are advised that the Texas Board of Professional Engineers requires that any entity providing engineering services to the public must register with the Texas Board of Professional Engineers. An entity is defined as a sole proprietorship, firm, partnership, corporation or joint stock association.

SECTION 2 – EXECUTIVE SUMMARY

2.1 HISTORICAL BACKGROUND:

The Texas Legislature established the University of Texas Permian Basin in 1969 as an upper-level institution, offering junior, senior and graduate level classes. Courses were first taught in the fall of 1973. In 1991, UTPB was granted authority by the legislature to offer freshman and sophomore level classes. Currently, UTPB offers degrees in 34 undergraduate programs and 19 Graduate areas of study. The University of Texas Permian Basin has become a leader in on-line education and offers several degrees completely on-line at the undergraduate and graduate level. Enrollment fall 2020 is approximately 6,200 with about 1,200 students residing on campus. Accredited programs include Petroleum Engineering (ABET), Mechanical Engineering (ABET), Teacher Certification (NCATE), Athletic Training (CAATE), Music (NASM), Social Work (CSWE), Business (AACSB), and Nursing (CCNE).

The first school in Texas to offer a \$10,000 bachelor's degree in select majors, UTPB has now been recognized as the fourth least expensive Texas public, four-year institution for all college expenses, including tuition and fees, according to a College for All Texans' report. The Athletic program consists of 16 NCAA Division II athletic teams involving over 400 student-athletes. UTPB is a member of the Lone Star Conference, one of the traditionally strongest conferences in the country. UTPB has been recognized by the Texas Higher Education Coordinating Board as having had a greater percentage of students employed or

attending graduate school after graduation than other Texas schools. In addition, as College for Texans has pointed out, UTPB graduates exceed the state average for salaries one year after graduation. To find out more about UT Permian Basin, please visit www.utpb.edu

2.2 MISSION STATEMENT:

As a regional, comprehensive institution, The University of Texas Permian Basin serves a diverse community of students from the region, the state, and beyond. Through excellence in student-centered teaching, learning, research, and public service, the University cultivates engaged citizens and impacts lives while advancing technology and the public interests of West Texas.

2.3 PROJECT DESCRIPTION, SCOPE:

The University of Texas Permian Basin is seeking a qualified firm(s) to provide architectural, civil, landscaping and/or engineering design services for concept and programming phase for the expansion of the existing Midland Campus. The UTPB Midland Campus consists of 68 acres, and includes the following structures:

- Wagner Noël Performing Arts Center
- Wagner Noël Performing Arts Center Annex
- Engineering Building
- Center for Energy and Economic Development (CEED)
- Irrigation Pump House

The University of Texas Permian Basin, in conjunction with other stakeholders, is exploring the possible expansion of the Midland Campus to the area south and east of the existing Wagner Noël Performing Arts Center. This expansion may include up to at least an additional 250 acres. This property could be for one or more of the following uses:

- ACADEMIC: Health Professional, Business and Engineering Program growth, Music Department expansion, Multidisciplinary Academic space
- HEALTHCARE: Behavioral Health, Level 2 Trauma Center, Medical Education
- OTHER SITE IMMENITIES: Outdoor Amphitheater (expansion of Wagner Noël), regional Trail Connectivity, capture existing playa areas.
- COMMERCIAL: Retail establishments, restaurants and other types of support commercial uses.

SCOPE OF WORK

The selected firm will be responsible to provide an in-depth on site investigation of the current 68-acre campus, and the general area to be included in the expansion. A final report should address the following elements at a minimum:

- How the proposed development fits in with the University's current Campus Master Plan (2021)
- Proposed new property boundaries
- Existing Zoning, and proposed re-zoning as needed
- Existing utilities, and proposed utilities to serve the expansion
- A survey of all existing oil and gas development included within the proposed expansion, including lease roads, tank batteries, well sites and storage
- Overall drainage plan including existing playas
- Future planned thoroughfares and planned public transportation facilities
- Existing facilities on the UTPB campus (Midland)

- Any regulatory constraints applicable to the property, including City of Midland Airport Overlay Zone, FAA restrictions related to Midland International Air and Space Port. Report should also identify any potential sovereignty for State entities.

The selected firm will be expected to conduct on-site work sessions with strategic partners to develop:

- Strategic Objectives
- Initial Program of uses and facilities
- Identify benchmark projects for use in land planning

DELIVERABLES

1. Design Team will be expected to develop preliminary land use diagrams to align with the Phase 1 Master Plan Development Report of the findings from the Stakeholder Work Session.
2. Design Team will prepare DRAFT deliverables for review and comment, prior to delivery of FINAL documents and/or reports.
3. Analysis diagrams, illustrating site restrictions, climatic analysis, vehicular and pedestrian circulation
4. Site Plan and/or 3D views
5. Preliminary Conceptual Land Use Plan identifying the Uses above
6. Renderings and Visuals
7. Rough Order of Magnitude Opinion of Probable Cost.

The Owner may select one or more firms to provide the professional services, based on project team, experience with campus master planning, landscape and civil consultants and other areas of expertise. The Owner may also consider firm's experience with Permian Basin's Metropolitan Planning Organization Multi-Use Trail, or similar hike and bike trail planning and design experience.

SECTION 3 – REQUIREMENTS FOR STATEMENT OF QUALIFICATIONS

Respondents shall carefully read the information contained in the following criteria and submit a complete statement of Qualifications to all questions in Section 3 formatted as directed in Section 4. Incomplete Qualifications will be considered non-responsive and subject to rejection.

STEP I

3.1 CRITERIA ONE: RESPONDENT'S STATEMENT OF QUALIFICATIONS AND AVAILABILITY TO UNDERTAKE THE PROJECT (Maximum of two (2) printed pages per question)

- 3.1.1 Provide a statement of interest for the project including a narrative describing the Prime Firm's and Project Team's unique qualifications as they pertain to this particular project.
- 3.1.2 Provide a statement on the availability and commitment of the Prime Firm and its principal(s) and assigned professionals to undertake the project.
- 3.1.3 Provide a brief history of the Prime Firm and each consultant proposed for the project.
- 3.1.4 Provide a graphic representation of the project team, identifying the Prime Firm and each consultant proposed for the project.

STEP II

3.2 CRITERIA TWO: PRIME FIRM'S ABILITY TO PROVIDE SERVICES

- 3.2.1 Provide the following information for the Prime Firm:
 - Legal name of the company as registered with the Secretary State of Texas
 - Address of the office that will be providing services
 - Number of years in business
 - Type of Operation (Individual, Partnership, Corporation, Joint Venture, etc...)
 - Number of Employees by skill group
 - Annual revenue totals for the past ten (10) years
- 3.2.2 Provide the three (3) most recent audited financial statements documenting your firm's financial stability.
- 3.2.3 Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.
- 3.2.4 Provide any details of all past or pending litigation or claims filed against your company that would affect your company's performance under a Contract with the Owner.
- 3.2.5 Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, specify date(s), details, circumstances, and prospects for resolution.

3.2.6 Does any relationship exist by relative, business associate, capital funding agreement, or any other such kinship between your firm and any Owner employee, officer or Regent? If so, please explain.

3.2.7 Provide a claims history under professional malpractice insurance for the past five (5) years for the Prime Firm and any team members proposed to provide professional architectural or engineering services.

3.3 CRITERIA THREE: PROJECT TEAM'S ABILITY TO PROVIDE DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES

3.3.1 Describe, in graphic and written form, the proposed project assignments and lines of authority and communication for principals and key professional members of each consultant that will be involved in the project. Indicate the estimated percent of time these individuals will be involved in the project for design and construction.

3.3.2 Provide resumes giving the experience and expertise of the professional members for each consultant that will be involved in the project, including their experience with similar projects, the number of years with the firm, and their city of residence.

3.3.3 Clearly identify the members of the proposed team who worked on the listed projects in Criteria 3.4 and 3.5, and describe their roles in those projects.

3.3.4 Describe the basis for the selection of the proposed sub-consultants included in the design team and the role each will play for this project.

3.3.5 Describe the Prime Firm's process in working with consultants and integrating them into the design process.

3.4 CRITERIA FOUR: RESPONDENT'S PERFORMANCE ON PAST REPRESENTATIVE PROJECTS

3.4.1 List a maximum of five (5) projects for which you have provided services that are most related to this project. List the projects in order of priority, with the most relevant project listed first. Provide the following information for each project listed:

- Project name, location, contract delivery method, and description
- Color images (photographic or machine reproductions)
- Final Construction Cost, including Change Orders
- Final project size in gross square feet
- Type of construction (new, renovation, or expansion)
- Actual start and finish dates for design
- Actual Notice To Proceed and Substantial Completion dates for construction
- Description of professional services Prime Firm provided for the project
- Name of Project Manager (individual responsible to the Owner for the overall success of the project)
- Name of Project Architect (individual responsible for coordinating the day to day work)
- Name of Project Designer (individual responsible for design concepts)
- Consultants

References (for each project listed above, identify the following):

- The Owner's name and representative who served as the day-to-day liaison during the design and construction phases of the project, including telephone number
- Contractor's name and representative who served as the day-to-day liaison during the Preconstruction and/or construction phase of the project, including telephone number
- Length of business relationship with the Owner.

References shall be considered relevant based on specific project participation and experience with the Respondent. The Owner may contact references during any part of this process. The Owner reserves the right to contact any other references at any time during the RFQ/P process.

- 3.4.2 Identify a maximum of three (3) completed projects, of any type, for which the Prime Firm received an award for design excellence from a recognized organization and provide descriptive information for each.

3.5 CRITERIA FIVE: RESPONDENT'S PAST PERFORMANCE ON U.T. SYSTEM PROJECTS

- 3.5.1 Identify and describe the Prime Firm's past experience on University of Texas System projects within the last five (5) years. Projects may repeat with Section 3.4 above.

If the Prime Firm (or it's consultants) has not previously provided services for The University of Texas System, then identify and describe the Prime Firm's past performance on projects for "major" institutions of higher education (or similar) within the last five (5) years.

In either case above, provide the following information for each project listed:

- Project name, location, contract delivery method, and description
- Color images (photographic or machine reproductions)
- Final Construction Cost, including Change Orders
- Final project size in gross square feet
- Type of construction (new, renovation, or expansion)
- Actual start and finish dates for design
- Actual Notice To Proceed and Substantial Completion dates for construction
- Description of professional services Prime Firm provided for the project
- Name of Project Manager (individual responsible to the Owner for the overall success of the project)
- Name of Project Architect (individual responsible for coordinating the day to day work)
- Name of Project Designer (individual responsible for design concepts)
- Consultants

3.6 CRITERIA SIX: RESPONDENT'S GENERAL UNDERSTANDING OF THE U.T. SYSTEM A/E AGREEMENT

- 3.6.1 Provide a detailed list (i.e. bulleted) of all Design Services and consultants you will provide to the Owner under Basic Services on this project (including those outlined in Articles 1, 10 and 14 of the Agreement).

- 3.6.2 Provide a detailed list (i.e. bulleted) of all Construction Administration Services and consultants you will provide to the Owner under Basic Services on this project (including those outlined in Articles 1, 10 and 14 of the Agreement).
- 3.6.3 Provide a detailed list (i.e. bulleted) of all Services and consultants you will provide to the Owner as Additional Services for Design and Construction Services on this project (including those outlined in Articles 1, 10 and 14 of the Agreement).
- 3.6.4 Provide a detailed list (i.e. bulleted) of all reimbursable services/expenses you will request from the Owner and on this project (including those outlined in Articles 5 and 14 of the Agreement).
- 3.6.5 In order to help facilitate and expedite execution of a U.T. System Project Architect Agreement following selection of the “most” qualified candidate, please identify any terms of the Agreement you may request to be changed prior to signing the Agreement.
- 3.7 CRITERIA SEVEN: RESPONDENT’S COMPLIANCE WITH THE CAMPUS MASTER PLAN
 - 3.7.1 State your compliance with the Campus Master Plan and explain how you anticipate incorporating the requirements of the Campus Master Plan into the design of the project.
- 3.8 CRITERIA EIGHT: RESPONDENT’S KNOWLEDGE OF BEST PRACTICES
 - 3.8.1 Describe the Prime Firm’s design philosophy, design methodology, and its process for integrating institutional standards into design.
 - 3.8.2 Describe the Prime Firm’s quality assurance program explaining the method used and how the firm maintains quality control during the development of Construction Documents and quality assurance during the Construction phase of a project. Provide specific examples of how these techniques or procedures were used for any combination of three (3) projects listed in response to Criteria 3.4 and 3.5.
 - 3.8.3 Describe your project team’s demonstrated technical competence and management qualifications with institutional projects, particularly those for higher education.
 - 3.8.4 The Owner has specific system design and construction standards and specification requirements for construction projects. Describe how you propose to incorporate these requirements into this project.
 - 3.8.5 Describe your cost estimating methods for the design and construction phases. How do you develop cost estimates and how often are they updated? For any combination of three (3) projects listed in response to Criteria 3.4 and 3.5, provide examples of how these techniques were used and what degree of accuracy was achieved.
 - 3.8.6 Describe the way in which your firm develops and maintains work schedules to coordinate with the Owner’s project schedule. For any combination of three (3) projects listed in response to Criteria 3.4 and 3.5, provide examples of how these techniques were used.
 - 3.8.7 Describe your firm's service support philosophy, how is it carried out, and how success in keeping this philosophy is measured.

- 3.8.8 Describe the types of records, reports, monitoring systems, and information management systems, which your firm used in the management of the projects listed above. Describe how you used these systems for any combination of three (3) projects listed in response to Criteria 3.4 and 3.5.
- 3.8.9 Describe how you plan to ensure continuity of project objectives starting with design solution, moving through construction documents, and finishing with a constructed project that meets the Owner's requirements.
- 3.8.10 Describe the project team's experience in sustainable design and improved indoor air quality.
- 3.8.11 Describe the project team's experience in managing the impact of MEP systems on renovation/historic buildings.
- 3.8.12 Describe the project team's approach to assuring timely completion of this project, including methods you will use for schedule recovery if necessary.
- 3.8.13 Describe how you track Owner input and review comments on your design document submittals to confirm that they have been addressed. Provide examples of reports/logs used for tracking response to and closure on Owner comments.

3.9 CRITERIA NINE: RESPONDENT'S ABILITY TO IDENTIFY AND RESOLVE PROBLEMS ON PAST PROJECTS

- 3.9.1 Describe your understanding of the administrative challenges and opportunities associated with providing Design and Construction Administration services for The University of Texas System on this project, and your strategy for resolving these issues.
- 3.9.2 What do you perceive are the critical issues for this project?
- 3.9.3 Understanding schedule limitations, provide an analysis of the Owner's project planning schedule and describe how you plan to develop and communicate design, scope, and budget options in a form that will quickly facilitate the Owner's decision making.
- 3.9.4 For any combination of three (3) projects listed in response to Criteria 3.4 and 3.5, describe any conflicts with the Owner, Consultants, Contractor, or subcontractors, and describe the methods your firm used to resolve those conflicts.

3.10 CRITERIA TEN: EXECUTION OF OFFER

NOTE TO RESPONDENTS: SUBMIT ENTIRE SECTION WITH RESPONSE.

THIS EXECUTION OF OFFER MUST BE COMPLETED, SIGNED, AND RETURNED WITH THE RESPONDENT'S QUALIFICATIONS. FAILURE TO COMPLETE, SIGN AND RETURN THIS EXECUTION OF OFFER WITH THE QUALIFICATIONS MAY RESULT IN REJECTION OF THE QUALIFICATIONS.

SIGNING A FALSE STATEMENT MAY VOID THE SUBMITTED QUALIFICATIONS OR ANY AGREEMENTS OR OTHER CONTRACTUAL ARRANGEMENTS, WHICH MAY RESULT FROM THE SUBMISSION OF RESPONDENT'S QUALIFICATIONS, AND THE RESPONDENT MAY BE REMOVED FROM ALL PROPOSER LISTS. A FALSE CERTIFICATION SHALL BE DEEMED A MATERIAL BREACH OF CONTRACT AND, AT OWNER'S OPTION, MAY RESULT IN TERMINATION OF ANY RESULTING CONTRACT OR PURCHASE ORDER.

- 3.10.1 By signature hereon, Respondent acknowledges and agrees that (1) this RFQ is a solicitation for Qualifications and is not a contract or an offer to contract; (2) the submission of Qualifications by Respondent in response to this RFQ will not create a contract between the Owner and Respondent; (3) the Owner has made no representation or warranty, written or oral, that one or more contracts with the Owner will be awarded under this RFQ; and (4) Respondent shall bear, as its sole risk and responsibility, any cost which arises from Respondent's preparation of a response to this RFQ.
- 3.10.2 By signature hereon, Respondent offers and agrees to furnish to the Owner the products and/or services more particularly described in its Qualifications, and to comply with all terms, conditions and requirements set forth in the RFQ documents and contained herein.
- 3.10.3 By signature hereon, Respondent affirms that he has not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with the submitted Qualifications.
- 3.10.4 By signature hereon, a corporate Respondent certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171, Texas Tax Code, or that the corporate Respondent is exempt from the payment of such taxes, or that the corporate Respondent is an out-of-state corporation that is not subject to the Texas Franchise Tax, whichever is applicable.
- 3.10.5 By signature hereon, the Respondent hereby certifies that neither the Respondent nor the firm, corporation, partnership or Owner represented by the Respondent, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this state, codified in Section 15.01, et. seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the Qualifications made to any competitor or any other person engaged in such line of business.
- 3.10.6 By signature hereon, Respondent represents and warrants that:
 - 3.10.6.1 Respondent is a reputable company regularly engaged in providing products and/or services necessary to meet the terms, conditions and requirements of the RFQ;

- 3.10.6.2 Respondent has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the terms, conditions and requirements of the RFQ;
 - 3.10.6.3 Respondent is aware of, is fully informed about, and is in full compliance with all applicable federal, state and local laws, rules, regulations and ordinances;
 - 3.10.6.4 Respondent understands (i) the requirements and specifications set forth in this RFQ and (ii) the terms and conditions set forth in the Contract under which Respondent will be required to operate;
 - 3.10.6.5 Respondent, if selected by the Owner, will maintain insurance as required by the Contract;
 - 3.10.6.6 All statements, information and representations prepared and submitted in response to this RFQ are current, complete, true and accurate. Respondent acknowledges that the Owner will rely on such statements, information and representations in selecting the successful Respondent. If selected by the Owner as the successful Respondent, Respondent will notify the Owner immediately of any material change in any matters with regard to which Respondent has made a statement or representation or provided information.
- 3.10.7 By signature hereon, Respondent certifies that the individual signing this document and the documents made part of the RFQ is authorized to sign such documents on behalf of the company and to bind the company under any agreements or other contractual arrangements, which may result from the submission of Respondent's Qualifications.
- 3.10.8 By signature hereon, Respondent certifies that if a Texas address is shown as the address of the Respondent, Respondent qualifies as a Texas Resident Respondent as defined in Rule 1 TAC 111.2.
- 3.10.9 By signature hereon, Respondent certifies as follows:
- 3.10.9.1 "Under Section 231.006, *Texas Family Code*, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate."
 - 3.10.9.2 "Under Section 2155.004, *Texas Government Code*, the vendor or applicant certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate."
 - 3.10.9.3 "Under Section 2254.004, *Texas Government Code*, the vendor or applicant certifies that each individual or business entity which is an engineer or architect proposed by Respondent as a member of its team was selected based on demonstrated competence and qualifications only."
- 3.10.10 By signature hereon, Respondent certifies that no relationship, whether by relative, business associate, capital funding agreement or by any other such kinship exist between Respondent and an employee of any University of Texas component, or Respondent has

not been an employee of any University of Texas component within the immediate twelve (12) months prior to your RFQ response. All such disclosures will be subject to administrative review and approval prior to the Owner entering into any contract with Respondent.

- 3.10.11 By signature hereon, Respondent affirms that no compensation has been received for participation in the preparation of the specifications for this RFQ. (ref. Section 2155.004 Texas Government Code).
- 3.10.12 Respondent represents and warrants that all articles and services quoted in response to this RFQ meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-596) and its regulations in effect or proposed as of the date of this solicitation.
- 3.10.13 By signature hereon, Respondent signifies his compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.
- 3.10.14 By signature hereon, Respondent agrees to defend, indemnify, and hold harmless the State of Texas, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of Respondent or any agent, employee, subcontractor, or supplier of Respondent in the execution or performance of any agreements or other contractual arrangements which may result from the submission of Respondent's Qualifications.
- 3.10.15 By signature hereon, Respondent agrees that any payments that may become due under any agreements or other contractual arrangements, which may result from the submission of Respondent's Qualifications, will be applied towards any debt including, but not limited to, delinquent taxes and child support that is owed to the State of Texas.
- 3.10.16 By signature hereon, Respondent certifies that no member of the Board of Regents of The University of Texas System, or the Executive Officers of the University of Texas System or its component institutions, has a financial interest, directly or indirectly, in the transaction that is the subject of the contract.

3.10.17 Execution of Offer: RFQ No. **742-22-188-3**

The Respondent must complete, sign and return this Execution of Offer as part of their submittal response. The Respondent's company official(s) who are authorized to commit to such a submittal must sign submittals. Failure to sign and return this form will subject the submittal to disqualification.

Respondent's Name: _____

Respondent's State of Texas Tax Account No: _____

(This 11-digit number is mandatory)

If a Corporation:

Respondent's State of Incorporation: _____

Respondent's Charter No: _____

Identify by name, each person who owns at least 25% of the Respondent's business entity:

(Name)

(Name)

(Name)

(Name)

Submitted and Certified By:

(Respondent's Name)

(Title)

(Street Address)

(Telephone Number)

(City, State, Zip Code)

(Fax Number)

(Authorized Signature)

(Date)

SECTION 4 – FORMAT FOR STATEMENT OF QUALIFICATIONS

4.1 GENERAL INSTRUCTIONS

- 4.1.1 Qualifications shall be prepared **SIMPLY AND ECONOMICALLY**, providing a straightforward, **CONCISE** description of the respondent's ability to meet the requirements of this RFQ. Emphasis shall be on the **QUALITY**, completeness, clarity of content, responsiveness to the requirements, and an understanding of Owner's needs.
- 4.1.2 Qualifications shall be a **MAXIMUM OF FIFTY (50) PRINTED PAGES**. The cover, table of contents, divider sheets, HUB Subcontracting Plan (Section 1.13), and Execution of Offer do not count as printed pages.
- 4.1.3 Respondents shall carefully read the information contained in this RFQ and submit a complete response to all requirements and questions as directed. Incomplete Qualifications will be considered non-responsive and subject to rejection.
- 4.1.4 Qualifications and any other information submitted by respondents in response to this RFQ shall become the property of the Owner.
- 4.1.5 The Owner will not compensate respondents for any expenses incurred in Qualifications preparation or for any presentations that may be made, unless agreed to in writing in advance or required by law. Respondents submit Qualifications at their own risk and expense.
- 4.1.6 Qualifications that are qualified with conditional clauses, alterations, items not called for in the RFQ documents, or irregularities of any kind are subject to rejection by the Owner, at its option.
- 4.1.7 The Owner makes no representations of any kind that an award will be made as a result of this RFQ, or subsequent RFP. The Owner reserves the right to accept or reject any or all Qualifications, waive any formalities or minor technical inconsistencies, or delete any item/requirements from this RFQ when deemed to be in Owner's best interest.
- 4.1.8 Qualifications shall consist of answers to questions identified in Section 3 of the RFQ. It is not necessary to repeat the question in the Qualifications; however, it is essential to reference the question number with the corresponding answer.
- 4.1.9 Failure to comply with all requirements contained in this Request for Qualifications may result in the rejection of the Qualifications.

4.2 PAGE SIZE, BINDING, DIVIDERS, AND TABS:

- 4.2.1 Qualifications shall be printed on letter-size (8-1/2" x 11") paper and assembled with spiral-type bindings or staples. **DO NOT USE METAL-RING HARD COVER BINDERS.**
- 4.2.2 Additional attachments shall **NOT** be included with the Qualifications. Only the responses provided by the respondent to the questions identified in Section 3 of this RFQ will be used by the Owner for evaluation.

- 4.2.3 Separate and identify each criteria response to Section 3 of this RFQ by use of a divider sheet with an integral tab for ready reference.

4.3 TABLE OF CONTENTS:

- 4.3.1 Submittals shall include a “Table of Contents” and give page numbers for each part of the Qualifications.

4.4 PAGINATION:

- 4.4.1 Number all pages of the submittal sequentially using Arabic numerals (1, 2, 3, etc.); the Respondent is not required to number the pages of the HUB Subcontracting Plan.

4.5 HUB SUBCONTRACTING PLAN SUBMITTAL:

- 4.5.1 Submit one original and one copy of the HUB Subcontracting Plan **in a separate attachment apart from the submittal of qualifications.**

SECTION 5 - ATTACHMENTS TO THE RFQ

- 5.1 Draft Agreement Between the Board of Regents, The University of Texas System, Owner, and Project Architect/Engineer
- 5.2 Exhibit H: Policy on Utilization Historically Underutilized Businesses
- 5.3 The University of Texas System Architect / Engineer Fee Schedule

SAMPLE ONLY

AGREEMENT BETWEEN OWNER AND PROJECT ARCHITECT

This Agreement is made as of _____, 20____ (the “Effective Date”)

By and between

The **Owner:** The Board of Regents of The University of Texas System
c/o U. T. **Permian Basin**
4901 E. University Blvd
Odessa, TX 79762

and **Project Architect:**

Texas Tax Account No.:

for the following **Project:**

Project Number:

Contract Number:

Project Delivery Method: Competitive Sealed Proposal *or* Construction Manager at Risk

The Owner and the Project Architect agree as follows:

This form of agreement is for Architectural services on projects that use an Owner/Architect/Contractor- CM delivery method (e.g. Competitive Sealed Proposal or Construction Manager at Risk). It has been prepared by the Office of General Counsel for the University of Texas System for use on U.T. System projects and U.T. Institution projects. Its legal terms should not be altered without the approval of the Office of General Counsel.

Use this form for all appropriate U.T. System projects after October 9, 2020.

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Article 1 Project Architect's Services and Responsibilities

The Project Architect shall provide the usual and customary Basic Services necessary and reasonably inferable to complete the Project and each phase of the project described in Paragraphs 1.2 through 1.6, below, along with any Additional Services requested by the Owner.

1.1 Basic Services

1.1.1 Basic Services. The Project Architect's Basic Services included all disciplines identified in Article 14 and all related usual and customary design, consultant, and other services necessary and reasonably inferable to complete the Project, or any phase of the Project, in accordance with the Owner's requirements and the terms of this Agreement.

1.1.2 The Facilities Program (see Article 2) describes the intended project scope and character along with the anticipated Project Schedule and the Preliminary Project Cost. It is the Project Architect's responsibility to review and understand the requirements of the Facilities Program and to perform its professional services to achieve those objectives.

1.1.3 The Construction Cost Limitation for this Project is specified in Article 14. The Project Architect is responsible for managing the design of the Project so that its construction does not exceed the Construction Cost Limitation.

1.1.4 The Owner may require the Project Architect to provide services for the Project in multiple stages or parts identified as Construction Contract Stages (CCS). Each CCS shall have a unique Sub-Construction Cost Limitation (SCCL). The Project Architect is responsible for managing the design of each CCS so that its construction does not exceed the SCCL. The Project Architect is responsible for managing the design of the Project so that the sum of all SCCLs does not exceed the Construction Cost Limitation.

1.1.5 The Project Architect shall manage the design of the Project to achieve the Facilities Program objectives of scope and cost through completion and acceptance of the Construction Documents phase. The Project Architect shall advise the Owner of any adjustments to the scope or quality of the Project necessary to comply with the Construction Cost Limitation during design development as part of Basic Services.

1.1.6 The Project Architect shall submit the names of all consultants, persons, or firms, which the Project Architect proposes to use in the execution of its services and shall provide the Owner with a

fully executed copy of each contract or agreement that the Project Architect enters into with any consultant. The Project Architect is responsible for coordinating the work of its consultants to assure that their services are appropriate for and adequately incorporated into the design of the Project. The Owner reserves the right, in its sole discretion, to reject the employment by Architect of any consultant for the Project to which Owner has a reasonable objection. Architect, however, shall not be required to contract with any consultant to which it has a reasonable objection.

1.1.7 The Project Architect shall pay for its consultants' services out of its fees. The Owner is not responsible for any consultant fees or costs unless expressly agreed to in writing.

1.1.8 The Project Architect agrees to allocate work to consultants that are historically underutilized businesses in accordance with the Policy on Utilization – Historically Underutilized Businesses, attached as Exhibit H. No changes to the HUB Subcontracting Plan may be made unless approved in writing by the Owner. While this Agreement is in effect and until the expiration of one year after final completion, the Owner may require information from the Project Architect, and may conduct audits, to assure that the Plan is followed.

1.1.9 The Project Architect shall design the Project to incorporate current systems technology as appropriate to the stated mission of the institution and the programmed functional activities. The technology shall be compatible with any existing facility and acceptable to the Owner.

1.1.10 The Project Architect shall perform its services in accordance with the Owner furnished Owner's Design Guidelines, a copy of which has been provided to Project Architect and is incorporated herein by reference.

1.1.11 The Project Architect shall design the Project in accordance with the approved Campus Master Plan.

1.1.12 Basic design services shall include incorporation of the provisions of the Energy Conservation Design Standard for New State Buildings as administered by the State Energy Conservation Office, State Comptroller's Office of the State of Texas. Project Architect shall provide the Owner with a Statement of Compliance and associated compliance documentation as required.

1.1.13 During the planning stage of the Project the Architect shall, as part of Basic Services, assist the Owner in determining the economic feasibility of incorporating alternative energy devices for space heating and cooling functions, water heating functions, electrical load functions, and interior lighting functions into the Project design and proposed energy systems in accordance with Section 2166.403(c-1) *Texas Government Code*. At a minimum, Project Architect shall provide an economic evaluation for the potential of renewable energy applications pursuant to the legislative requirements. Guidelines are available from the State Energy Conservation Office, State Comptroller's Office.

1.1.14 Basic design services shall include incorporation of the provisions of the Xeriscape Landscaping design requirements as adopted by the State of Texas Building & Procurement Division for Xeriscape landscaping on new construction projects, pursuant to Section 2166.404 *Texas Government Code*. Project Architect shall provide site analysis and design to incorporate these provisions. A summary of the project requirements meeting these guidelines shall also be provided for the Design Development submittal package.

1.1.15 The Project Architect, as part of Basic Services, shall engage a recognized and specialized construction cost estimating consultant acceptable to the Owner to prepare detailed Construction Cost Estimates of the Project in a form acceptable to the Owner following the Construction Specifications

Institute (CSI) format. Updated Estimates shall be included with the plans and specifications submitted for review at completion of the Design Development phase and at the stages of completion of the Construction Documents required in Article 14. If the Construction Cost Estimate exceeds the Construction Cost Limitation at any time, the Owner will determine whether to increase the Construction Cost Limitation or require the Project Architect to revise the Project scope or quality to comply with the Construction Cost Limitation at no additional cost to Owner. Reductions in Project scope or quality are subject to Owner's review and approval. If the Construction Cost Estimate is below the Construction Cost Limitation, the Owner and Project Architect shall mutually agree on changes to the project scope or the Construction Cost Limitation.

1.1.16 The Project Architect shall submit documents to the Owner for review at completion of the Schematic Design and Design Development phases and at the stages of completion of the Construction Documents as described in Article 14. The Project Architect shall incorporate into the documents such corrections and amendments as the Owner requests, unless the Architect objects in writing and receives the Owner's consent not to make the changes. The Project Architect will be responsible for any damages incurred by the Owner that are caused by Project Architect's failure to incorporate requested corrections and amendments to the documents.

1.1.17 Project Architect shall provide a review and comment form acceptable to the Owner for Owner's use during document review. Owner will provide its review comments to Project Architect on the form and the Project Architect shall provide a detailed written response to each of the Owner's review comments indicating where and how they have been addressed in the design documents. At each required document submittal stage, the Project Architect shall include the completed comment form from the preceding submittal along with a cover letter signed by a firm principal affirming that the previous review comments have been fully addressed in the current submittal. Failure to respond to the previous comments or to provide the written affirmation may result in reduction or rejection of the Project Architect's then current Statement for Architectural/Engineering Services. Owner's approval of the revised drawing shall not be deemed to be an approval of any unlisted changes, and any costs or expense for any Project Architect's additional services subsequently incurred for such unlisted changes shall be borne or reimbursed by Project Architect.

1.1.18 The Project Architect, as part of Basic Services, shall become sufficiently familiar with the existing facilities, systems, and conditions at the Project location so that the proposed Project will completely and properly interface functionally with them.

1.1.19 Project Architect agrees and acknowledges that Owner is entering into this Agreement in reliance on Project Architect's represented professional abilities with respect to performing Project Architect's services, duties, and obligations under this Agreement. Project Architect shall perform its Services (i) with the professional skill and care ordinarily provided by competent architects practicing in the same or similar locality and under the same or similar circumstances and professional license; and (ii) as expeditiously as is prudent considering the ordinary professional skill and care of a competent architect; and (iii) in compliance with all applicable national, federal, state, municipal, and State of Texas laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. There are no obligations, commitments, or impediments of any kind known to the Project Architect that will limit or prevent performance by Project Architect of its services. Project Architect hereby agrees to correct, at its own cost, any of its Services, and the services of its consultants, that do not meet the standard of care.

1.1.20 Project Architect shall take reasonable precautions to verify the accuracy and suitability of any drawings, plans, sketches, instructions, information, requirements, procedures, requests for action, and other data supplied to Project Architect (by Owner or any other party) that Project Architect uses for the Project. Project Architect shall identify to the Owner in writing any such documents or data which, in

Project Architect's professional opinion, are unsuitable, improper, or inaccurate in connection with the purposes for which such documents or data are furnished. Owner does not warrant the accuracy or suitability of such documents or data furnished unless Project Architect advises Owner in writing that, in Project Architect's professional opinion, such documents or data are unsuitable, improper, or inaccurate and Owner confirms in writing that it wishes Project Architect to proceed in accordance with the documents or data as originally provided.

1.1.21 Project Architect's services shall be reasonably accurate and free from any material errors or omissions. Neither acceptance nor approval of Project Architect's services by the Owner shall relieve Project Architect of any of its professional duties or release it from any liability, it being understood that Owner is, at all times, relying upon Project Architect for its skill and knowledge in performing Project Architect's services. Owner shall have the right to reject any of Project Architect's services because of any fault or defect in the Project due to any material errors or omissions in the plans, drawings, specifications, and other materials prepared by Project Architect or its consultants. Upon notice of any such errors or omissions, Project Architect shall promptly provide any and all services necessary to correct or remedy them at no additional cost to the Owner. Project Architect's obligation to correct its errors and omissions is in addition to, and not in substitution for, any other remedy for defective services which Owner may have at law or in equity, or both.

1.1.22 The Project Architect shall not proceed to any phase of design not expressly authorized by the Owner, except at the Project Architect's own financial risk.

1.1.23 Project Architect agrees to furnish efficient business administration and superintendence and to design the Project in an expeditious and economical manner consistent with the interest of Owner and Project Architect's professional skill and care.

1.1.24 Project Architect shall allocate adequate time, personnel, and resources as necessary to perform its services. Project Architect's Senior Principal(s) responsible for managing the Project is identified in Exhibit C and shall not be changed without the prior approval of the Owner. The day-to-day Project team will be led by the Senior Principal(s) unless otherwise directed by Owner or prevented by factors beyond the control of Project Architect. The Senior Principal(s) shall act on behalf of Project Architect with respect to all phases of Project Architect's Services and shall be available as required for the benefit of the Project and Owner.

1.1.25 Project Architect shall make reasonable efforts to investigate any documents provided by the Owner and the visible existing conditions at the Project site to identify existing systems and construction which must be modified to accommodate the Project Architect's design for the Project and the construction of the Project. The Project Architect shall identify to Owner any discrepancies between the documents and visible conditions, and shall consult with the Owner on any special measures, services or further investigations required for Project Architect to perform its services free from material errors and omissions and to properly coordinate with existing systems and construction. This investigation shall be accomplished by registered, professional architects and engineers, as appropriate.

1.1.26 The Project Architect, when requested by the Owner, shall coordinate the purchase of additional reprographic materials for bidding or proposal purposes or when additional review sets, in excess of those required by Article 1.4. are required by the Owner. The Project Architect shall present a Tax Exemption Certificate to the vendor and coordinate the Owner's requirements for type, quantity, and invoice billing. When requested, the Project Architect will account to the Owner for all additional materials ordered by the Owner through the A/E as the Owner's agent and shall distinguish between those materials ordered on behalf of the Owner without sales tax and any other copies that Project Architect, or others, may

order and pay for which includes sales tax, on its own or their behalf. Forward to the Owner the original vendor's invoice for materials purchased by the Owner and delivered to the A/E as the Owner's agent.

1.1.27 When the project is subject to Texas Commission on Environmental Quality (TCEQ) regulations, Project Architect shall coordinate all related design efforts, including the civil engineer and landscape architect, so that consideration of site design and Best Management Practices (BMP's) are integrated.

1.2 Schematic Design Phase

1.2.1 Based on the mutually agreed upon Facilities Program, Construction Cost Limitation and the Project Schedule, the Project Architect shall prepare sufficient alternative approaches to design and construction of the Project to satisfy Owner's requirements and shall, at completion of this phase, submit Schematic Design Documents in accordance with Owner's Design Guidelines and any additional requirements set forth in Article 14.

1.2.2 Project Architect shall provide all services necessary to perform the services of this Phase (preparation of Schematic Design Documents) including, without limitation unless otherwise approved by Owner, the preparation and prompt delivery of all items specified in Owner's Design Guidelines.

1.2.3 Project Architect shall work closely with Owner in preparation of schematic drawings and shall specifically conform to Owner's requirements regarding aesthetic design issues.

1.2.4 The Project Architect shall furnish and deliver to the Owner the number of complete printed sets of Schematic Design documents as enumerated in Article 14.

1.2.5 The Project Architect shall direct the preparation of a detailed construction cost estimate as described in Sub-paragraph 1.1.15 to confirm compliance with the Construction Cost Limitation and include it with the completed Schematic Design Documents. The Project Architect shall advise the Owner of any adjustments to the Project scope necessary to align the cost estimate and the Project budget with the established Construction Cost Limitation and revise the Schematic Design Documents as may be required.

1.2.6 Before proceeding into the Design Development Phase, the Project Architect shall obtain Owner's written acceptance of the Schematic Design documents and approval of the Project Architect's preliminary construction cost estimate and schedule.

1.3 Design Development Phase

1.3.1 Based on the approved Schematic Design Documents and any adjustments to the Facilities Program or Construction Cost Limitation authorized by the Owner, the Project Architect shall prepare, for approval by the Owner, Design Development Documents in accordance with Owner's written requirements to further define and finalize the size and character of the Project in accordance with Owner's Design Guidelines and any additional requirements set forth in Article 14.

1.3.2 The Project Architect shall furnish and deliver to the Owner the number of complete printed sets of Design Development documents as enumerated in Article 14.

1.3.3 The Project Architect shall direct the preparation of a detailed construction cost estimate as described in Sub-paragraph 1.1.15 to confirm compliance with the Construction Cost Limitation and include it with the completed Design Development Documents. The Project Architect shall advise the Owner of any adjustments to the Project scope necessary to align the cost estimate and the Project budget

with the established Construction Cost Limitation and revise the Design Development Documents as may be required.

1.3.4 Before proceeding into the Construction Document Phase, the Project Architect shall obtain Owner's written acceptance of the Design Development documents and approval of the mutually established Construction Cost Limitation and schedule.

1.3.5 The Project Architect shall prepare presentation materials as defined in Owner's Design Guidelines at completion of Design Development and if requested shall present them to the Board of Regents at a regular meeting where scheduled within the state.

1.3.6 The Project Architect shall prepare preliminary recommended furniture layouts for all spaces where it is deemed important to substantiate the fulfillment of program space requirements, or to coordinate with specific architectural, mechanical and electrical elements.

1.3.7 Project Architect shall assist the Owner with seeking approval of the Project by the Texas Higher Education Coordinating Board (THECB). Such assistance shall include (i) the preparation of a listing of the rooms, room type and usage codes, and square footages in the Project, and (ii) the preparation of Project cost information, in accordance with THECB Guidelines. This information shall be provided at the completion of the Design Development Phase when requested by the Owner. The listing of rooms, room type and usage codes, and square footages shall then be updated to reflect any changes occurring during construction and provided to the Owner at Substantial Completion. Project Architect shall provide this updated information on the "Project Scope Summary Questionnaire Form" which can be found in the Owner's Design Guidelines.

1.4 Construction Document Phase

1.4.1 Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the Project Construction Cost Limitation authorized by the Owner, the Project Architect shall prepare, for approval by the Owner, Construction Documents consisting of Drawings and Specifications in accordance with Owner's written requirements setting forth in detail the requirements for construction of the Project, including, without limitation, Owner's Design Guidelines and any additional requirements contained in Article 14. The plans, drawings and specifications for the entire Project shall be prepared so that the construction of the building and related facilities, including built-in permanent fixtures and equipment, will cost no more than the Construction Cost Limitation established by Owner. The Project Architect is responsible for managing the design to stay within the Construction Cost Limitation.

1.4.2 The Project Architect shall advise the Owner on matters such as construction phasing and scheduling, bid or proposal alternates, special cash allowances, liquidated damages, the construction contract time period, and other construction issues appropriate for the Project.

1.4.3 The Project Architect shall assist the Owner in connection with the Owner's responsibility and procedures for obtaining approval of all authorities having jurisdiction over the Project.

1.4.4 The Project Architect shall ensure coordination and inclusion of sequence of operations for all operable systems in the facility.

1.4.5 The Project Architect, at the Project Architect's expense, at each stage of review described in Article 14, shall furnish and deliver to the Owner the number of complete printed copies of all plans, drawings and specifications of every character made or furnished in connection with the Work, as

enumerated in Article 14, which copies shall become the property of the Owner. The Project Architect shall incorporate into the plans, drawings and specifications such changes as are necessary to satisfy the Owner's written review comments or published meeting minutes, any of which may be appealed in writing for good cause.

1.4.6 The Project Architect shall pay for the reproduction of all plans, specifications and other documents for use by the Project Architect and its consultants and all documents reproduced for the various completion stage reviews (as set forth in Article 14) by the Owner prior to the reproduction of bidding or proposal documents. All other reproduction costs shall be borne by the Owner, provided that all invoices for such reproduction work are billed directly to the Owner, free of state sales taxes, and identified by the Project Architect as to the Project name, number and institution. However, addenda documents issued after the bid documents are reproduced, except for changes generated by Owner, shall be supplied at the Project Architect's expense.

1.4.7 The Project Architect shall direct the preparation of a detailed construction cost estimate as described in Sub-paragraph 1.1.15 to confirm compliance with the Construction Cost Limitation and include it with the completed Construction Documents. The Project Architect shall advise the Owner of any adjustments to the Project scope necessary to align the cost estimate and the Project budget with the established Construction Cost Limitation and revise the Construction Documents as may be required.

1.4.8 Construction document drawings shall be produced on a CADD system as part of Basic Services. The Owner will define the CADD drawing requirements and the final media for the CADD data.

1.4.9 The Project Architect shall participate in a final review of the Construction Documents with the Owner at the Project location or other location specified by Owner in the State of Texas. Prior to the Owner's approval of the Construction Documents, the Project Architect shall incorporate such changes as are necessary to satisfy the Owner's review comments.

1.4.10 At the completion of the Construction Document Phase, the Project Architect shall complete the "Project Scope Summary Questionnaire Form" which is attached as an Exhibit to this Agreement. The information shall be based on the completed scope of work as defined in the documents.

1.4.11 Before proceeding into the Bidding and Proposal Phase, the Project Architect shall obtain Owner's written acceptance of the Construction Documents and approval of the mutually established final Construction Cost Limitation.

1.5 Bidding and Proposal Phase

1.5.1 The Project Architect shall assist the Owner in obtaining and evaluating bids or proposals, and assist in awarding contracts for construction, including preparation for and attendance at Prebid or Preproposal Conferences and HUB meetings. Project Architect shall answer inquiries from bidders and proposers at Owner's request and shall prepare and issue any necessary addenda to the bidding or proposal documents. The Project Architect shall maintain a register of bid and proposal documents, distribute documents to bidders, proposers, and plan rooms, and obtain and administer deposits.

1.5.2 The Project Architect shall investigate the responsibility of apparent low bidders or proposers and inform Owner in writing of its findings and recommendations. For proposers selected by qualifications and by competitive sealed proposals, the Project Architect shall investigate qualifications and other pertinent proposal information and inform the Owner in writing of its findings and recommendations.

1.5.3 In the event the best value proposal received for the Project exceeds the Final Construction Cost Limitation established at the completion of the Construction Document Phase, the Project Architect, without charge to the Owner, and if so directed by Owner, shall revise the drawings and specifications as necessary to bring the cost of the Project within the Final Construction Cost Limitation. The Owner reserves the right to accept a proposal and award a construction contract that exceeds the Final Construction Cost Limitation, if such award is determined by Owner to be in the Owner's best interest.

1.6 Construction Phase—Administration of the Construction Contract

1.6.1 The Construction Phase shall commence with the award of the Contract for Construction and issuance of (i) a Notice to Commence On-Site Work or (ii) a Notice to Proceed with Construction Services and terminate sixty (60) days after Final Payment to the Contractor is made, or when all of Project Architect's services have been satisfactorily performed, whichever occurs later.

1.6.2 Project Architect shall provide administration of the Contract for Construction as set forth below and in the edition of the Owner's Design Guidelines current as of the date of this Agreement.

- a) The Project Architect shall coordinate with the Contractor to establish and maintain a numbering and tracking system for all Project records, including changes, requests for information, submittals, and supplementary instructions and shall provide updated records at each Owner's monthly meeting and when requested. The Project Architect shall manage and execute all Change Orders.
- b) The Project Architect shall chair all meetings scheduled by the Owner or Project Architect and shall promptly provide summary notes to all parties. The Project Architect shall attend Contractor's regularly scheduled planning meetings when requested.

1.6.3 The Project Architect shall review the Contractor's list of proposed subcontractors for the work, initial administrative submittals for Project Schedule, Schedule of Values, Submittal Schedule, and Equipment Matrix to establish appropriate bases for construction monitoring, payment processing, and system commissioning. The Project Architect shall identify necessary revisions to the documents in writing to the Contractor and recommend acceptance of the documents by the Owner when appropriate. The Project Architect shall review periodic updates of all schedules with Owner and Contractor to evaluate appropriateness.

1.6.4 The Project Architect and its consultants shall prepare appropriate materials for and conduct a Pre-Construction Conference at the site prior to commencement of construction by the Contractor.

1.6.5 The Project Architect shall be a representative of the Owner during the Construction Phase and shall advise and consult with the Owner. Instructions to the Contractor shall be forwarded through the Project Architect. The Project Architect shall have authority to act on behalf of the Owner to the extent provided in the Contract Documents. Duties. The responsibilities and limitations of authority of the Project Architect shall not be restricted, modified or extended without written acceptance of the Owner.

1.6.6 Site Visits. The Project Architect shall visit the site at least once each week during the entire construction period to observe the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. Each of Project Architect's consultants shall visit the site at least once each week during construction activities related to the consultant's discipline to observe the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. Project Architect and its consultants shall submit written reports of their site visits and meetings. The Project Architect shall not be required to make exhaustive or continuous onsite visits to inspect the quality or quantity of the Work.

- a) Based on the onsite observations, the Project Architect shall keep the Owner informed of the progress and quality of the Work and shall endeavor to guard the Owner against defects and deficiencies in the Work of the Contractor. Project Architect shall notify Owner and the Contractor in writing of any portions of the work which Project Architect has observed as not being in conformity with the Construction Documents and make recommendations for correction of the deficiencies or defects. Project Architect shall make its site representative available and shall consult with Owner and the Contractor in all circumstances arising during construction where a consultation is in Owner's interests.
- b) In addition to site visits for general inspection and observation, the Project Architect and its consultants shall visit the site for specific purposes related to certification of progress payments, start-up or mock-up reviews for significant work activities and for formal inspections of the Work. The Project Architect and its consultants shall provide written reports of all site visits to the Owner and Contractor.

1.6.7 The Project Architect shall prepare an agenda for and conduct monthly job conferences for attendance by representatives of the Contractor, major subcontractors, the Project Architect and the Owner, and prepare and distribute minutes of the meetings.

1.6.8 The Project Architect shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, for the acts or omissions of the Contractor, Subcontractors or any other persons performing any of the Work, or for the failure of any of them to carry out the Work in accordance with the Contract Documents.

1.6.9 The Project Architect shall have unrestricted access to the Work wherever it is in preparation or progress.

1.6.10 The Project Architect shall determine the amounts owing to the Contractor based on observations of Work placed at the site and on evaluations of the Contractor's Application for Payment, and shall coordinate its review and evaluation with the Owner's representatives, and shall certify Contractor's Application for Payment in an appropriate amount.

1.6.11 The certification of a Contractor's Application for Payment shall constitute a representation by the Project Architect to the Owner, based on the Project Architect's observations at the site and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated; that, to the best of the Project Architect's knowledge, information and belief, the quality of the work is in accordance with the Contract Documents (subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to the results of any subsequent tests required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in the Contractor's Application for Payment); and that the Contractor is entitled to payment in the amount certified. However, the approval of a Contractor's Application for Payment shall not be a representation that the Project Architect has made any examination to ascertain how and for what purpose the Contractor has used the monies paid on account of the Contract Sum.

1.6.12 The Project Architect shall be the interpreter of the technical requirements of the Contract Documents and the judge of the performance of the work of the Contractor. The Project Architect shall render interpretations necessary for the proper execution or progress of the Work with reasonable promptness on written request of either the Owner or the Contractor, and shall render written recommendations within a reasonable time on all claims, disputes and other matters in question between the Owner and the Contractor relating to the execution or progress of the Work or the interpretation of the Contract Documents.

1.6.13 Interpretations and recommendations of the Project Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in written or graphic form.

1.6.14 Subject to approval of the Owner, the Project Architect's decisions in matters relating to artistic effect shall be final if consistent with and reasonably inferable from the intent of the Contract Documents. The Project Architect shall review interior designs and/or furniture selections proposed by the Owner and advise the Owner on their aesthetic compatibility with the Project Architect's design.

1.6.15 The Project Architect shall have the responsibility and the authority, with appropriate notification to the parties, to reject Work which does not conform to the Contract Documents. Whenever, in the Project Architect's reasonable opinion it is necessary or advisable for the implementation of the intent of the Contract Documents, the Project Architect will have authority to require special inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is to be fabricated, installed or completed. The Project Architect shall review construction materials testing and any special testing required and shall provide recommendations for retesting, actions, or any corrective measures as may be necessary or appropriate based on the results of such tests.

1.6.16 The Project Architect and its consultants shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for conformance with the design concept of the Work set forth in the Contract Documents, and shall respond to Contractor's inquiries and questions and provide supplemental information as appropriate. Action on submittals shall be taken with reasonable promptness to avoid delay to the Contractor's scheduled progress, but in any event no more than fourteen (14) calendar days after receipt. The Project Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. The Project Architect's review shall not constitute approval of any construction means or methods.

1.6.17 Project Architect shall clarify and interpret the intent and scope of the Construction Documents and, if necessary or appropriate, issue supplemental documents to amplify or explain portions of the Construction Documents.

1.6.18 Project Architect shall assist in the review of the Contractor's requests for change orders or claims for additional time or costs and make recommendations to Owner regarding such requests or claims.

1.6.19 The Project Architect shall prepare Change Orders for the Owner's approval and execution in accordance with the Contract Documents, and shall have authority to order minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time which are not inconsistent with the intent of the Contract Documents. In conjunction with each Change, the Project Architect shall prepare an independent cost and time estimate for comparison with the Contractor's proposal and recommend to the Owner whether the proposal is acceptable.

1.6.20 Project Architect shall prepare revised Contract Drawings, where appropriate, to illustrate and document the work required by approved Change Orders. All proposed changes to drawings, plans and specifications, regardless of how initiated, shall be totally defined in the document depicting them as to scope of work added, removed, or changed. The original copies of the Construction Documents may be revised to show such changes, provided that all such revisions shall be separately recorded on the media acceptable to Owner, including, without limitation, CADD. Such revisions shall be clearly indicated, and a current revision date shall be included on the reproducible copy. Changes to the specifications shall be made by consecutively numbered and dated addenda. All changes to design documents or specifications will be identified with date of change, revision number and other customary identification references. Areas changed on drawings will be "clouded" to show each change. Clouds designating previous changes will be removed so that only the most recent changes will be clouded.

1.6.21 Project Architect and its consultants shall conduct and participate in concealed space observations, systems start-up observations, systems integration/operational demonstrations, Substantial Completion or pre-Final work observations to determine the Dates of Substantial Completion, and Final work observation. In association with each observation, Project Architect and its consultants shall prepare a list of items which Project Architect and its consultants have observed as deficiencies in the Work, requiring remedial work or replacement, assemble and distribute the official punch list(s) to all affected parties, and thereafter review the corrected and/or replaced work and assist in verification of correction of all items.

1.6.22 Project Architect shall review, for conformance with the Contract Documents, Contractor's submission of guarantees and warranties.

1.6.23 The Project Architect and its consultants shall assist the Owner in checking as-built drawings during the course of the Work in association with certifying progress payments and shall review as-built documents for completeness and compliance with Contract requirements at Substantial Completion and at Final Completion of the Project.

1.6.24 Project Architect shall receive and review Contractor's submission of record drawings, operating and maintenance instructions, and all manuals, brochures, drawings, and other close-out documentation furnished by the Contractor and shall require necessary revisions to them. When acceptable under the terms of the Contract between Owner and Contractor, Project Architect shall forward this information to Owner. The Project Architect shall certify final payment to the Contractor when the requirements of the Contract between Owner and Contractor have been met.

1.6.25 Project Architect shall monitor the Contractor's schedule for the construction phase work and assist the Owner in reviewing all relevant activities and advise the Owner of the Contractor's scheduled progress.

1.6.26 Project Architect shall provide a milestone schedule that is acceptable to the Owner and shall be submitted on a monthly basis prior to submission of construction payment application, in conformance with the Project milestone schedule, so that the desired development and construction schedule for the Project shall be maintained.

1.6.27 The Project Architect shall be available after final payment to advise the Owner regarding Warranty items and to inspect Warranty work during the Warranty period. Project Architect shall participate in the Project's one-year warranty review.

1.7 Additional Services

1.7.1 Additional Services are those services which shall be provided if authorized or confirmed in writing by the Owner and for which compensation will be provided as described in this Agreement in addition to Basic Compensation. Prior to commencing any Additional Service, Project Architect shall prepare for acceptance by the Owner an Additional Services Proposal, in the form attached as an Exhibit, or other format as directed by Owner, which shall describe in detail the nature or scope of the Additional Services, the basis upon which Project Architect has determined that such service are Additional Services, and which shall set forth the maximum amount of fees and reimbursable expenses for which Project Architect is prepared to perform the Additional Services, together with a proposed schedule for the performances of the Additional Service. Those services which the Owner contemplates to be provided as Additional Services or considered to be Additional Services are described in Article 14. Project Architect shall proceed only after written acceptance by Owner of the Additional Services Proposal.

1.7.2 Upon acceptance by Owner, each Additional Services Proposal and the services performed by Project Architect pursuant to an Additional Services Proposal shall become part of this Agreement and shall be subject to all terms and conditions of this Agreement, as fully and completely as though the same had been included in this Agreement as a Basic Service at the original execution of this Agreement.

1.7.3 Providing services to make detailed investigations of existing conditions or facilities or to make measured drawings of them is an Additional Service except as reasonably necessary to verify the accuracy and completeness of drawings or other information furnished by the Owner and to the extent necessary for the Project Architect to complete its responsibilities free of material errors and omissions. Project Architect shall not be required to perform any destructive testing or to hire the services of a surveyor unless agreed to as an Additional Service.

1.8 Time

1.8.1 Project Architect shall perform all of Project Architect's services as expeditiously as is consistent with (1) Project Architect's professional efforts, skill and care, (2) the orderly progress of such services, and (3) in conformance with the Project milestone schedules so that the desired development and construction schedule for the Project is maintained. Project Architect shall provide sufficient personnel to accomplish Project Architect's services within the time limits set forth in the schedules.

1.8.2 Attached is an Exhibit containing a schedule for completion of each of the phases of services to be performed by Project Architect. The Project schedule contains milestone dates which have been established in the Request for Qualifications previously issued or may be modified by the Owner to reflect current conditions. Supplemental activities shown on the schedule, and any associated dates not yet defined, shall be determined at the completion of the Program Phase or at such time when both parties mutually agree that the Project is sufficiently developed and documented. Changes in this schedule may be made only with the written approval of Owner. Project Architect shall perform its services in accordance with the then-current schedule approved by Owner.

1.8.3 Project Architect shall provide an updated design milestone schedule that is acceptable to the Owner on a monthly basis prior to submission of the Architect's design phase payment application, in conformance with the design Project milestone schedule, so that the desired design schedule for the Project is maintained.

1.9 Insurance

1.9.1 Insurance Coverage. Project Architect, consistent with its status as an independent contractor, will carry and will cause its consultants to also carry, at least the following insurance, with companies authorized to do insurance business in the State of Texas or eligible surplus lines insurers operating in accordance with the *Texas Insurance Code*, having an A.M. Best Rating of A:-VII or better, and in amounts not less than the minimum limits of coverage described below. The costs of such insurance will be at the expense of the Project Architect.

- a) Professional Liability Insurance (errors and omissions), acceptable to and approved by the Owner, with a limit of no less than:
 - \$1,000,000 each claim/\$2,000,000 aggregate for projects with total project cost less than \$50,000,000;
 - \$2,000,000 each claim/\$2,000,000 aggregate for projects with total project costs between \$50,000,000 and \$100,000,000;
 - \$5,000,000 each claim/\$5,000,000 aggregate for projects with total project cost greater than \$100,000,000.

For consultants, Professional Liability Insurance (errors and omissions) limits shall be not less than \$1,000,000 each claim/\$2,000,000 aggregate.

Such insurance shall provide coverage for claims arising out of an error, omission or negligent act in the performance of professional services by or on behalf of Project Architect. Coverage shall not be limited to bodily injury and property damage, but shall also include economic loss. Policy shall not include pollution, mold or asbestos exclusions. Claims-made coverage is acceptable, as long as the retroactive date on the policy predates the date that professional services are first performed under this contract. The policy must provide for the reporting of circumstances that may give rise to a claim. The policy must be continuously renewed for at least five (5) years following project completion. If coverage is allowed to lapse or the retroactive date on the policy is advanced, then Project Architect or consultant shall purchase an extended reporting period of five (5) years, or the longest extended reporting period commercially available and any physical property damage, including the loss of use thereof, bodily injury or death resulting there from.

- b)
- | | |
|-------------------------------------|------------------------------------|
| <u>Commercial General Liability</u> | <u>\$1,000,000 each occurrence</u> |
| | <u>\$2,000,000 aggregate</u> |

The required Commercial General Liability policy will be issued on a form that insures liability for bodily injury (including death), property damage, and personal and advertising injury assumed under the terms of this Agreement.

- c) On Site Insurance: If any services are performed on Owner's premises, Project Architect will carry and will cause its consultants also to carry the following additional insurance. The Project Architect shall furnish to Owner Certificates of Insurance as set forth below prior to the performance of any work hereunder and shall maintain such coverage during the full term of the Agreement.

Worker's Compensation	Statutory Limits
Employer's Liability	
Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 each employee
Bodily Injury by Disease	\$1,000,000 policy limit
Business Auto Liability	
Single Limit	\$1,000,000 each occurrence
* If a separate Business Auto Liability policy is not available, coverage for hired and non-owned auto liability may be endorsed on the Commercial General Liability policy.	

1.9.2 Evidence of all required insurance shall be provided on a Texas Department of Insurance approved certificate form (Acord Form is a Texas Department of Insurance pre-approved form) verifying

the existence of all insurance after the execution and delivery of this Agreement and prior to the performance of any services by Project Architect under this Agreement. Additional evidence of insurance will be provided on a Texas Department of Insurance approved certificate verifying the continued existence of all required insurance no later than 30 days after each annual insurance policy renewal. All insurance policies, with the exception of worker's compensation, employer's liability and professional liability will be endorsed and name The Board of Regents of The University of Texas System, The University of Texas System and University as Additional Insured for activities arising out of this contract on an ISO (CG 20 10 0704) or equivalent form. Workers compensation insurance policies will be endorsed to provide a waiver of subrogation in favor of The Board of Regents of The University of Texas System, The University of Texas System and University. Commercial General Liability and Business Auto Liability insurance policies will be endorsed to provide primary and non-contributory coverage.

1.9.3 Notice of Cancellation: Required insurance shall not be cancelable without thirty (30) days' prior written notice to Owner.

1.9.4 Project Architect is responsible for any self-insured retentions, or deductibles that apply to any policy limit required herein.

1.9.5 Certificates of Insurance. Approved Texas Department of Insurance certificates will be mailed, faxed, or emailed to the following University contact.

University Procurement Contact: (Project Manager and Contract Specialist)

Address:

Email Address:

Project Architect is responsible for obtaining and maintaining evidence of all required insurance from consultants and will provide copies to University upon request.

1.9.6 The insurance policies required in this Agreement will be kept in force for the periods specified below:

Required coverages will be kept in force until receipt of Final Payment to Project Architect by University;

Workers' Compensation Insurance and Employer's Liability insurance will be kept in force until the Work has been fully performed and accepted by University in writing.

Professional Liability insurance shall be maintained in accordance with Section 1.9.1 a).

1.9.7 If Owner is damaged by failure of Project Architect (or consultant) to maintain insurance as required herein, then Project Architect shall bear all reasonable costs properly attributable to that failure.

Article 2 Owner's Responsibilities

2.1 The Owner will provide a Facilities Program, attached as an Exhibit, or the Owner and Project Architect may agree that Project Architect shall prepare a Facility Program as an Additional Service as set forth in Article 14 of this Agreement. The Facility Program will set forth the Owner's description of the Project scope, preliminary Project cost, schedule, criteria for design objectives, characteristics and constraints, space requirements and relationships, site requirements, existing facilities, and desired special components, systems and equipment. If Project Architect prepares the Facility Program, then Owner will review the Facility Program when completed and then determine whether to proceed with the Project and authorize commencement of Basic Services. The Owner reserves the right to terminate the Agreement following completion of the Facility Program, and shall have no further obligation to Project Architect other than payment for services authorized by Owner and provided by Project Architect prior the termination in accordance with the terms and conditions of this Agreement.

2.2 The Owner will provide a preliminary Project budget and schedule for the Project. The budget will include the Construction Cost Limitation, contingencies for bidding and changes in the Work during construction, and other costs which are the responsibility of the Owner. The schedule attached as an Exhibit will set forth the Owner's plan for milestone dates and completion of the Project.

2.3 The Owner's representative authorized to act on the Owner's behalf with respect to the Project and to examine the documents submitted by the Project Architect and render decisions on them promptly to avoid unreasonable delay in the progress of the Project Architect's services is:

Name:

Title:

The Owner's designated representative for the purpose of administering this contract, including determination of fees earned by the Project Architect, equitable back charges against the Project Architect, and resolution of disputes under Article 13.12 is:

Name:

Title:

2.4 The Owner, at Owner's cost, will secure the services of surveyors, geotechnical and laboratory testing engineers, or other special consultants to develop additional information to the extent necessary for the design of the Project. The Project Architect shall provide the Owner with parameters for inclusion in the Owner's instructions to such providers.

2.5 The Owner shall arrange and pay for structural, mechanical, chemical and other laboratory tests as necessary during construction except as required of the Contractor in the Contract Documents.

2.6 The Owner shall furnish all legal, accounting, auditing and insurance counseling services as may be necessary for the Project.

2.7 The services, information, surveys, and reports required by the preceding paragraphs shall be furnished at the Owner's expense.

2.8 If the Owner observes or otherwise acquires actual knowledge of any design fault or defect in the Project or conflict in the Contract documents, it will provide written notice to the Project Architect; however, Owner shall have no obligation or duty to investigate whether such faults, defects, or conflicts exist.

2.9 The Owner will review the Project Architect's design at the completion of Schematic Design and Design Development and at completion of the stages of Construction Documents as described in Article 14. Comments concerning corrections or amendments to the plans and specifications will be furnished in writing to the Project Architect as promptly as possible after receipt of the documents for review. Owner's approval of the documents must be in writing and no approval may be deemed given in the absence of written approval. The Owner may require the Project Architect to halt production during design review.

2.10 The Owner shall furnish required information and services and shall render approvals and decisions as expeditiously as necessary for the orderly progress of the Project Architect's services and of the Work.

2.11 The Owner shall furnish one or more Construction Inspectors who shall be responsible for inspection of the Work, consisting of close, on-site examination of the materials, structure and equipment; and surveillance of the workmanship and methods used to insure that the Project is reasonably accomplished in accordance with the Contract Documents and good construction practices.

Article 3 Construction Cost—Definition

3.1 The Estimated Construction Cost shall be the total cost of all elements of the Project, including all alternate bids or proposals, designed, and specified by the Project Architect.

3.2 The Estimated Construction Cost shall include at current market rates a reasonable allowance for overhead, profit and general conditions, the cost of labor and materials furnished by the Owner and any equipment which has been shown in the plans, specified, and specially provided for by the Project Architect.

3.3 The Estimated Construction Cost does not include compensation to the Project Architect and the Project Architect's consultants, the cost of the land, rights-of-way, or other costs which are the responsibility of the Owner as provided in Article 2.

Article 4 Direct Salary Expense

4.1 Direct Salary Expense ("DSE") is defined as the actual salaries, expressed on an hourly wage basis, prior to deductions for employment taxes (such as FICA, Medicare, income tax withholding) and employee-paid benefits, of all personnel, including Project Architect's employees directly engaged on the Project (and performing consultations or research or preparing designs, drawings, and specifications for the Project). DSE shall exclude mandatory and customary fringe benefits and employee benefits (such as employer-paid insurance, sick leave, holidays, vacation, pensions and similar contributions, or additions such as bonuses or other surplus payments), overhead expense (which includes salaries of bookkeepers, secretaries, clerks, and the like), and profit relating to the Project. Any multiplier applied to such DSE shall be for the purpose of covering such fringe benefits, expense, and profit. All personnel shall mean anyone employed by the Project Architect and its consultants including, but not limited to, Architects, officers, principals, associates, Project architect, CADD technicians, engineers, designers, job captains, draftspersons, and specifications writers, who are performing consultation, research or design, or who are producing drawings, specifications, plans, or other documents pertaining to the Project, or who are performing services during construction at the Property that are directly attributable to, and necessary for, such construction.

4.2 Prior to entering into any agreement between the Project Architect and the Owner, and the Project Architect and its consultants, the Project Architect shall submit a full list of all personnel titles and the hourly wage for each which is attached hereto as an Exhibit. The hourly rates may be adjusted semi-annually in accordance with the usual and customary salaries of the architectural profession in the vicinity of Project Architect's office.

Article 5 Reimbursable Expenses

5.1 Reimbursable Expenses are in addition to the Compensation for Basic Services and Additional Services. These include actual out-of-pocket reasonable expenditures made by the Project Architect and the Project Architect's employees and consultants incurred solely and directly in connection with Project Architect's performance of its services for the following expenses:

- 5.1.1 Fees paid for securing approval of authorities having jurisdiction over the Project.
- 5.1.2 Professional models and renderings produced for presentations when requested by the Owner.
- 5.1.3 Shipping or mailing of all reports, drawings, specifications, and other items in connection with the Project except for: correspondence between the Project Architect and the Owner; Project Architect's in-house work or correspondence; or work or correspondence exchanged between the Project Architect and its consultants.

- 5.1.4 Expense of any additional insurance coverage or limits that exceed those required by this Agreement, when requested by the Owner.
- 5.1.5 Expense of transportation and living expenses in connection with out-of-state travel as follows:
- a) **Travel from Texas to out of state locations:**

Maximum rates for lodging and meals shall be in accordance with the “Out of State Meals and Lodging Rates”, Texas Comptroller of Public Accounts.
(Website; https://fm.xcpa.state.tx.us/fm/travel/out_of_state/index.php plus city and state taxes.

 - (1) Notwithstanding the limitation on lodging rates above, if the expenses actually incurred by the Service Provider for lodging exceed the State rate, the Service Provider may be reimbursed for the additional amount incurred up to a maximum of forty percent (40%) of the State rate.
 - (2) The meal per diem will only be paid on trips involving overnight travel.
 - b) **Travel to Texas from out of state locations:**
 - (1) Lodging: maximum reimbursement for lodging in state shall be limited to current State of Texas per diem rate plus city and state taxes. The meal per diem will only be paid on trips involving overnight travel.
 - (2) Notwithstanding the limitation on lodging rates above, if the expenses actually incurred by the Service Provider for lodging exceed the State rate, the Service Provider may be reimbursed for the additional amount incurred up to a maximum of forty percent (40%) of the State rate.
 - (3) Meals: reimbursement limited to current State of Texas per diem rate.
 - c) **Automobile Expenses:** auto rental for moderate size category, related auto insurance, gasoline, parking and taxi service. Costs include applicable taxes.
 - d) **Airline Travel:** coach class air travel with rates nearest to the State contract rate. All airline travel shall be booked no less than 7 days in advance when possible. Reimbursement for air travel booked within 7 days of departure, without the prior approval of the PM/RCM, may be limited. A sales receipt and a boarding pass must be provided for each flight in order to receive reimbursement.
 - e) **Approval:** Unless expressly directed and approved “in writing” by the Owner, amounts exceeding the above stipulated limitations will not be subject to reimbursement.
- 5.1.6 Expenses of any reprographic services that are in addition to those required under Basic Services requested by the Owner in writing, including, but not limited to reproduction and delivery of plans, specifications, addenda, reports or other miscellaneous documents. Reprographic services may include electronic document files or paper printing and delivery. Authorized additional reprographic services that are not provided in-house by the Project Architect shall be procured in the following manner:
- a) Project Architect shall develop a complete scope of services fully describing the services to be provided by the reprographic vendor. The Project Architect shall submit the scope of services to and request bids from at least three reprographic

vendors, including at least one woman owned HUB firm and one minority owned HUB firm. For services projected to be less than \$25,000, three bids procured by telephone are acceptable. For services anticipated to be greater than \$25,000, three written bids are required. An updated HUB Subcontracting Plan (HSP) reflecting the new scope of work shall be submitted to the HUB Coordinator for approval.

- b) Reprographic services vendor shall provide, as a minimum, the following information in its bid proposal to the Project Architect:
 - (1) Its ability to handle projected volume on given schedule.
 - (2) Its ability to receive and warehouse Project Architect's electronic document files.
 - (3) Its ability to manage bid document deposit process.
 - (4) Its ability to print partial document sets as directed by Project Architect.
- c) Project Architect shall provide written confirmation attesting to the competitive nature of the procurement.
- d) A written Owner's request is required for reimbursement of these expenses.

5.2 Unless expressly directed, and approved in advance, by the Owner, transportation and living expenses incurred within the State of Texas, for firms whose principal address is within the State of Texas, will not be subject to reimbursement.

5.3 Expenses not allowed for reimbursement include the cost of review documents required to be provided to the Owner under Article 14, telephone charges, FAX service, alcoholic beverages, laundry, valet service, entertainment or any non-Project related items. All tips must be included within the per diem allowances.

5.4 Owner shall pay a mark-up not to exceed ten percent (10%) on those reimbursables identified in 5.1.1 through 5.1.4 above. A mark-up shall not be paid on lodging, meals or travel expenses. Architect shall submit receipts for all reimbursable expenses along with any reimbursement request.

Article 6 Basis of Compensation

The Owner shall compensate the Project Architect for the services provided in accordance with Article 7. Payments to the Project Architect, and other terms and conditions of this Agreement, as follows:

6.1 Basic Services Fee

6.1.1 For Basic Services, as described in Article 1, and including all disciplines identified in Article 14.1 as part of Basic Services, Project Architect's Basic Fee shall be calculated as follows:

The Final Construction Cost Limitation (see Paragraph 1.4.11) times the agreed fee percentage (see paragraph 14.4) equals Basic Services Fee

6.1.2 The agreed fee percentage for Basic Services cannot exceed the maximum fee allowed as interpolated from the appropriate Board of Regents table.

6.1.3 The Project Architect's Basic Services Fee will be based on the Final Construction Cost Limitation regardless of whether the actual contract award for construction, less special cash allowances and

construction contingency, is more or less than the Final Construction Cost Limitation provided that the resulting fee, when expressed as a percentage of the actual contract award cost, shall not exceed the maximum percentage fee established by the Board of Regents, or any other limitations imposed by law.

6.1.4 In multi-stage Projects, the basic services fee for each Construction Contract Stage (CCS) shall be calculated multiplying the Sub-Construction Cost Limitation for the CCS times the agreed fee percentage for the Basic Services Fee established in paragraph 14.5. The Project Architect's total Basic Services Fee will be the sum of the basic services fees for all CCSs. The total Basic Services Fee shall not exceed the maximum fee allowed as a percentage of the Final Construction Cost Limitation interpolated from the appropriate Board of Regents table.

6.1.5 If the description of the Project Architect's Basic Services is changed materially, the applicable fee percentage shall be adjusted equitably, subject to the maximum fee limitations established by the Board of Regents.

6.2 Fees for Changes in Project Scope

6.2.1 For reductions in the scope of the Work of the Project that occur after commencement of the Construction Documents Phase but before establishment of the Final Construction Cost Limitation, the Project Architect's fee for basic services related to the eliminated portion of the work, to the extent such services are provided, shall be calculated using the same percentage fee used to establish the Basic Services Fee times the lowest bona fide bid or negotiated proposal for the eliminated scope of Work or, if no bid or proposal is received, an up-to-date detailed Construction Cost Estimate for the eliminated scope of Work, but only to the extent that services for the eliminated scope of Work were performed.

6.2.2 For increases in the scope of Work of the Project that occur after establishment of the Final Construction Cost Limitation, the fee for the additional Basic Services required will be calculated using the same percentage fee used to establish the Basic Services Fee times the lowest bona fide bid or negotiated proposal for the added scope of Work or, if no bid or proposal is received, an up-to-date detailed Construction Cost Estimate for the added scope of Work, but only to the extent that services for the added scope of Work are required.

6.3 Fees for Change Order Services

If revised construction documents are required due to material changes ordered by the Owner and not due to errors and omissions on the part of the Project Architect, the fee for the additional Basic Services required will be calculated using the same percentage fee used to establish the Basic Services Fee times the lowest bona fide bid or negotiated proposal for the changes to the Work or, if no bid or proposal is received, an up-to-date detailed Construction Cost Estimate for the changes to the Work, but only to the extent that services for the changes to the Work are required.

6.4 Additional Services

6.4.1 Fees for Additional Services, including any services identified in Article 14.2 are in addition to the Basic Services Fee described above.

6.4.2 For additional services of the Project Architect that are not Basic Services or additional Basic Services due to changes in Project scope, the Project Architect's fee shall be calculated as follows.

6.4.3 The fees for Additional Services will be negotiated by the Owner and the Project Architect as the scope of the Additional Services is defined and shall be calculated in one of the following ways:

- a) A pre-established lump sum amount; or
- b) An agreed percentage of the Final Construction Cost of the Work resulting from the service being provided; or
- c) On an hourly basis for time expended at an amount not to exceed 3.0 times the direct salary expense for all personnel directly involved in providing the service.

6.4.4 In the absence of an agreement between the Owner and the Project Architect, the fees for Additional Services shall be calculated on an hourly basis.

6.4.5 For additional services of the Project Architect's consultants that are not Basic Services or additional Basic Services due to changes in Project scope, the Project Architect's fee shall be calculated as an amount not to exceed 1.10 times the amount that the consultant bills the Project Architect for the additional services. The consultant's fee for the additional services shall be calculated in the same manner as described above.

6.5 Reimbursable Expenses

For reimbursable expenses, as described in Article 5, and any other items included in Article 14 as Reimbursable Expenses, the Project Architect's reimbursement shall be calculated as an amount not to exceed 1.10 times the amounts actually expended by the Project Architect, the Project Architect's employees and consultants in the interest of the Project.

Article 7 Payments to the Project Architect

7.1 Payments for Basic Services

7.1.1 Payments for Basic Services shall be made at the end of each Phase of services or, with the Owner's approval, monthly and shall be in proportion to services performed within each Phase of services, as demonstrated by work product, on the basis set forth in Article 6. The form of Statement for Architectural/Engineering Services to be utilized is attached as Exhibit D and Attachments H and I to Exhibit D, which concern payments planned and payments made to Historically Underutilized Businesses.

7.1.2 No partial payment made shall be, or construed to be, final acceptance or approval of the services to which the partial payment relates, or a release of Project Architect of any of Project Architect's obligations or liabilities with respect to its services.

7.1.3 Project Architect shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the services.

7.1.4 Project Architect shall submit a request for final payment to the Owner within thirty days after approval of the final payment to the Contractor.

7.1.5 The acceptance by Project Architect, or Project Architect's successors, of final payment under this Agreement shall constitute a full and complete release of Owner from any and all claims, demands, and causes of action whatsoever which Project Architect, Project Architect's consultants, or Project Architect's successors, have or may have against Owner under the provisions of this Agreement except those claims previously made in writing and identified by Project Architect as unsettled at the time of the final request for payment.

7.1.6 For purposes of Texas Government Code 2251.021, the date the performance of service is completed is the date when the Owner's representative approves the invoice. Payment of invoices shall be made within 30 days of Owner's approval.

7.2 Payments for Additional Services and Reimbursable Expenses

Payments for the Project Architect's Additional Services and for Reimbursable Expenses shall be made monthly upon presentation of the Project Architect's valid statement of services rendered or expenses incurred as approved by Owner. Invoices shall include complete documentation of all expenses.

7.3 Payments Withheld

7.3.1 Under no circumstances shall the Owner be obligated to make any payment (whether a progress payment or final payment) to Project Architect if any one or more of the following conditions precedent exist:

- a) Project Architect is in breach or default under this Agreement; or
- b) Any portion of a payment is for services that were not performed in accordance with this Agreement provided, however, payment shall be made for those services which were performed in accordance with this Agreement; or
- c) Project Architect has failed to make payments promptly to consultants or other third parties used in connection with services for which Owner has made payment to Project Architect; or
- d) If Owner, in its good faith judgment, determines that the balance of the unpaid fees is insufficient to complete the services in accordance with this Agreement; or
- e) Project Architect has failed to achieve a level of performance necessary to maintain the Project schedule.

7.3.2 No deductions shall be made from the Project Architect's compensation on account of liquidated damages or other sums withheld from payments to Contractors or on account of the cost of changes in the Work other than those for which the Project Architect may be liable.

Article 8 Project Architect Accounting Records

8.1 Records of Reimbursable Expenses and expenses pertaining to Additional Services and services performed on the basis of a Multiple of Direct Salary Expense shall be kept on the basis of Generally Accepted Accounting Principles and shall be available to the Owner or the Owner's authorized representative at mutually convenient times for a period of at least three (3) years after final completion of the Project. Owner shall have the right to verify the details set forth in Project Architect's billings, certificates, and statements, either before or after payment by (1) inspecting the books and records of Project Architect during normal business hours; (2) examining any reports with respect to this Project; (3) interviewing Project Architect's business employees; (4) visiting the Project site; and (5) other reasonable action.

8.2 Architect shall submit a notarized statement documenting that the Direct Salaries stated on Exhibit C comply with the definition for Direct Salary Expense under Article 4 Direct Salary Expense and that any multiplier applied to DSE on Exhibit C complies with the definition for DSE under Article 4 Direct Salary Expense. Architect/Engineer shall break down the multiplier under Article 4 for the purpose of fringe benefits, expense, and profit to justify the multiplier up to a maximum of 3 allowed under Article 6.2.

8.3 Records of Project Architect costs, reimbursable expenses pertaining to the Project and payments shall be available to Owner or its authorized representative during business hours and shall be retained for three years after final Payment or abandonment of the Project, unless Owner otherwise instructs Consultant in writing.

Article 9 Ownership and Use of Documents

9.1 Drawings and Specifications as instruments of service are and shall remain the property of the Project Architect whether the Project for which they are made is executed or not. The Owner shall be permitted to retain copies, including CADD and reproducible copies, of Drawings and Specifications for information and reference in connection with the Owner's use and occupancy of the Project. Owner shall have an irrevocable, paid-up, and perpetual non-exclusive license and right, which shall survive the termination of this agreement, to use the Drawings and Specifications, including the originals thereof, and the ideas and designs contained therein, for any purpose, regardless of whether Project Architect remains as the Project Architect, has resigned, this Agreement has been terminated, Project Architect's scope of services has been modified, or the Project Architect services have been completed. The Project Architect and its consultants shall not be liable for any changes made by the Owner to the Drawings or Specifications (including Drawings or Specifications provided in CADD or other electronic format) or for claims or actions arising from any such changes on Projects where the Project Architect is not involved.

9.2 Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not be construed as publication in derogation of the Architect's rights.

Article 10 Termination of Agreement

10.1 This Agreement may be terminated by either party upon seven days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination and such failure is not fully cured prior to the expiration of such seven day period.

10.2 This agreement may be terminated at any time by the Owner for its convenience upon at least seven days' written notice to the Project Architect.

10.3 In the event of termination not the fault of the Project Architect, the Project Architect shall be compensated for all services satisfactorily performed to the termination date, together with approved Reimbursable Expenses then due, provided Project Architect shall furnish to Owner all statements, accounts, reports and other materials required under this Agreement or that have been prepared by Project Architect in connection with Project Architect's responsibilities prior to termination.

10.4 A termination under this Article shall not relieve Project Architect or any of its employees of liability for violations of this Agreement, or any willful, negligent or accidental act or omission of Project Architect.

10.5 In the event of a termination under this Article, Project Architect hereby consents to employment by Owner of a substitute Project Architect to complete the services under this Agreement, with the substitute Project Architect having all rights and privileges of the original Project Architect of the Project.

10.6 The provisions of this Article 10 shall survive the termination of this Agreement.

Article 11 Successors and Assigns

The Owner and the Project Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, permitted successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. This Agreement is a personal service contract for the services of Project Architect, and Project Architect's interest in this Agreement, its duties and/or fees due may not be assigned or delegated to a third party. The benefits and burdens of this Agreement are, however, assignable by Owner.

Article 12 Extent of Agreement

This Agreement supersedes all prior agreements, written or oral, between Project Architect and Owner and shall constitute the entire Agreement and understanding between the parties with respect to its subject matter. This Agreement and each of its provisions shall be binding upon the parties and may not be waived, modified, amended, or altered except by a writing signed by Owner and Project Architect.

Article 13 Miscellaneous Provisions

13.1 **Captions.** The captions of paragraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

13.2 **Governing Law.** This Agreement and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas, without giving effect to principles of conflicts of laws

13.3 **Waivers.** No delay or omission by either of the parties in exercising any right or power accruing upon the non-compliance or failure of performance by the other party of any of the provisions of this Agreement shall impair any such right or power or be construed to be a waiver of any right or power. A waiver by either of the parties of any of the covenants, conditions or agreements to be performed by the other party shall not be construed to be a waiver of any subsequent breach or of any other covenant, condition or agreement.

13.4 **Severability.** In case any provision shall, for any reason, be held invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision, and this Agreement shall be construed as if the invalid or unenforceable provision had not been included.

13.5 **Independent Contractor.** Project Architect acknowledges that it is engaged as an independent Contractor and that Owner has no responsibility to provide Project Architect or its employees with transportation, insurance or other fringe benefits normally associated with employee status. Project Architect is not, and will not claim to be, an officer, partner, employee or agent of Owner and shall not make any claim, demand or application to or for any right or privilege applicable to an officer, partner, employee or agent of Owner, including, but not limited to, unemployment insurance benefits, social security coverage or retirement benefits. Project Architect agrees to make Project Architect's own arrangements for any of such benefits as Project Architect may desire and agrees that Project Architect is responsible for all income taxes required by applicable law.

13.6 **Child Support Certification.** Pursuant to Section 231.006, *Texas Family Code*, Project Architect certifies that it is not ineligible to receive the award of or payments under this Agreement and acknowledges that this Agreement may be terminated, and payment may be withheld if this certification is inaccurate.

13.7 Franchise Tax Certification. If a corporation or limited liability company, Project Architect certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171 of the *Texas Tax Code*, or that the corporation or limited liability company is exempt from the payment of such taxes, or that the corporation or limited liability company is an out-of-state corporation or limited liability company that is not subject to the Texas Franchise Tax, whichever is applicable.

13.8 Payment of Debt or Delinquency to the State. Pursuant to Sections 2107.008 and 2252.093, *Texas Government Code*, Project Architect agrees that any payments owing to Project Architect under this Agreement may be applied directly toward any debt or delinquency that Project Architect owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.

13.9 Loss of Funding. Performance by Owner under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the “Legislature”) and/or allocation of funds by the Board of Regents of The University of Texas System (the “Board”). If the Legislature fails to appropriate or allot the necessary funds, or the Board fails to allocate the necessary funds, then Owner shall issue written notice to Project Architect and Owner may terminate this Agreement in accordance with Article 10. Project Architect acknowledges that appropriation, allotment, and allocation of funds are beyond the control of Owner.

13.10 Proprietary Interests. All information owned, possessed or used by Owner which is communicated to, learned, developed or otherwise acquired by Project Architect in the performance of services for Owner, which is not generally known to the public, shall be confidential. Project Architect shall not, beginning on the date of first association or communication between Owner and Project Architect and continuing through the term of this Agreement and any time thereafter, disclose, communicate or divulge, or permit disclosure, communication or divulgence, to another or use for Project Architect’s own benefit or the benefit of another, any such confidential information, unless required by law. Except when defined as part of the Work, Project Architect shall not make any press releases, public statements, or advertisement referring to the Project or the engagement of Project Architect as an independent Contractor of Owner in connection with the Project, or release any information relative to the Project for publications, advertisement or any other purpose without the prior written approval of Owner. Project Architect shall obtain similar assurances from persons, vendors and consultants retained by Project Architect. Project Architect acknowledges and agrees that a breach by Project Architect of the provisions of this paragraph will cause Owner irreparable injury and damage. Project Architect, therefore, expressly agrees that Owner shall be entitled to injunctive and/or other equitable relief in any court of competent jurisdiction to prevent or otherwise restrain a breach of these terms.

13.11 Appointment. Owner hereby expressly reserves the right from time to time to designate by notice to Project Architect a representative to act partially or wholly for Owner in connection with the performance of Owner’s obligations hereunder. Project Architect shall act only upon instructions from such representative unless otherwise specifically notified to the contrary.

13.12 Dispute Resolution. To the extent that it is applicable, the dispute resolution process provided for in Chapter 2260 of the Texas Government Code shall be used by the Project Architect to resolve any claim for breach of contract made by Project Architect that is not resolved in the ordinary course of business between Project Architect and Owner.

13.12.1 Alternative Dispute Resolution Process. Owner may establish a dispute resolution process to be utilized in advance of that outlined in Tex. Gov’t Code, Chapter 2260.

13.12.2 Nothing herein shall hinder, prevent, or be construed as a waiver of Owner’s right to seek redress on any disputed matter in a court of competent jurisdiction.

13.12.3 In any litigation between the Owner and the Project Architect arising from this Agreement or this Project, neither party will be entitled to an award of legal fees or costs in any judgment regardless which one is deemed the prevailing party.

13.12.4 Nothing herein shall waive or be construed as a waiver of the State's sovereign immunity.

13.12.5 Neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of a claim constitute grounds for the suspension of performance by Project Architect, in whole or in part. Owner and Project Architect agree that any periods set forth in this Agreement for notice and cure of defaults are not waived, delayed, or suspended by Chapter 2260 or this section.

13.13 **Notices.** All notices, consents, approvals, demands, requests or other communications provided for or permitted to be given under any of the provisions of this Agreement shall be in writing and shall be deemed to have been duly given or served when delivered by hand delivery or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

If to Owner: (project manager)
Office
System or Institution
Street Address
City

With Copies to:
Title
Office
System or Institution
Street Address
City

If to Project Architect: _____
Street Address
City
Attention: _____

or to such other person or address as may be given in writing by either party to the other.

13.14 **Authority to Act.** Project Architect warrants, represents, and agrees that (1) it is a duly organized and validly existing legal entity in good standing under the laws of the state of its incorporation or organization; (2) it is duly authorized and in good standing to conduct business in the State of Texas; (3) it has all necessary power and has received all necessary approvals to execute and deliver this Agreement; and (4) the individual executing this Agreement on behalf of Project Architect has been duly authorized to act for and bind Project Architect.

13.15 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed, construed, and considered to be an original, but all of which shall constitute one and the same instrument.

13.16 Ethics Matters; No Financial Interest. Project Architect and its employees, agents, representatives and consultants have read and understand University's Conflicts of Interest Policy available at <http://www.utsystem.edu/policy/policies/int160.html>, University's Standards of Conduct Guide available at <http://www.utsystem.edu/systemcompliance/>, and applicable state ethics laws and rules available at www.utsystem.edu/ogc/ethics. Neither Architect nor its employees, agents, representatives or consultants will assist or cause University employees to violate University's Conflicts of Interest Policy, provisions described by University's Standards of Conduct Guide, or applicable state ethics laws or rules. Project Architect represents and warrants that no previously undisclosed member of the The U.T. System Board of Regents, The U.T. System chancellor, any U.T. institution president nor any executive officer of U.T. System or any of its institutions has a financial interest, direct or indirect, in the transaction that is the subject of this Agreement.

13.17 179 D Benefit Allocation. Owner may decide to seek the allocation of certain tax benefits pursuant to Section 179D of the Internal Revenue Code of 1986, as amended, (the "Code") through this Agreement with Project Architect.

If the Owner and the Internal Revenue Service (IRS) determine that the Project Architect is eligible to receive the 179D deduction allocation as a "Designer" for the purposes of Section 179D of the Code or that Project Architect could otherwise profit financially from the monetization of the benefit (separately and collectively, the "Rebate"), Project Architect hereby agrees to allocate to the Owner a portion of the Rebate in an amount to be determined and contracted for on mutually agreeable terms when the value of the Rebate becomes ascertainable, net of associated costs realized by the Owner and Project Architect. At its sole discretion, the Owner shall determine whether to receive its portion of the Rebate in cash, discounted Project Architect fees or both.

Owner reserves the right to retain a third-party consultant (the "Consultant") to manage and administer the process of obtaining and monetizing the Rebate derived from the Project(s).

Project Architect agrees to cooperate in all reasonable respects with the Consultant's efforts to obtain and monetize any such Rebates derived from the Project(s) on behalf of the Owner. Certification of eligibility and negotiation of the Rebates should be facilitated by the Owner's 179D Consultant.

13.18 Disclosure of Interested Parties. By signature hereon, Project Architect certifies that, if the value of this agreement exceeds \$1 Million, it has complied with Section 2252.908 of the Texas Government Code and Part 1 Texas Administrative Code Section 46.1 through 46.3 as implemented by the Texas Ethics Commission (TEC), if applicable, and has provided the Owner with a fully executed TEC Form 1295, certified by the TEC and signed and notarized by the Project Architect.

13.19 Certification regarding Boycotting Israel. To the extent required by Chapter 2270, *Texas Government Code*, Architect certifies it (1) does not currently boycott Israel; and (2) will not boycott Israel during the Term of this Agreement. Architect acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

13.20 Certification regarding Business with Certain Countries and Organizations. Pursuant to Subchapter F, Chapter 2252, *Texas Government Code*, Architect certifies it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Architect acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

13.21 Indemnification. Architect covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, Owner and the elected and appointed officials, employees, officers, directors, volunteers, and representatives of Owner, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability

and suits of any kind and nature, including but not limited to, personal or bodily injury, death or property damage, made upon Owner directly or indirectly arising out of, resulting from or related to Architect's services under this Agreement, including any acts or omissions of Architect, or any agent, officer, director, representative, employee, or consultant of Architect, and their respective officers, agents, employees, directors and representatives while in the exercise of performance of the rights or duties under this Agreement. The indemnity provided for in this paragraph does not apply to any liability resulting from the negligence of Owner, its officers or employees, separate contractors or assigned contractors, in instances where such negligence causes personal injury, death or property damage. IN THE EVENT ARCHITECT AND OWNER ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY WILL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE STATE UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

13.22 Contractor Verification Regarding Discrimination Against Firearm Entities or Trade Associations. Pursuant to Chapter 2274, Texas Government Code (enacted by SB 19, 87th Texas Legislature, Regular Session (2021)), Contractor verifies (1) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) it will not discriminate during the term of this Agreement against a firearm entity or firearm trade association. Contractor acknowledges this Agreement may be terminated and payment withheld if this verification is inaccurate

Article 14 Other Conditions or Services

The Owner and Project Architect hereby agree to the full performance of the covenants contained herein.

14.1 Basic Services. The Project Architect's Basic Services are those services described in paragraphs 1.2 through 1.6 for which compensation is provided as Basic Compensation in this Agreement and shall include the following disciplines:

- a. Architectural Services
- b. Landscape Architectural Services
- c. Civil Engineering Services including TPDES consulting
- d. Structural Engineering Services
- e. Mechanical Engineering Services
- f. Electrical Engineering Services
- g. Plumbing Engineering Services
- h. Life Safety Code Compliance

14.1.2 Building Information Modeling. The Project Architect shall utilize Building Information Modeling (BIM) authoring software and BIM based design processes to produce model(s) for this project including all structure, walls, doors, openings, and mechanical, electrical, plumbing equipment/distribution systems. The BIM model(s) shall be utilized for all formal design reviews and presentations (Schematic, Design Development and Final Construction Documents). The BIM software shall be compliant with Industry Foundation Class (IFC) file format.

14.1.3 TPDES CONSULTANT (the "TPDES Consultant"), shall be experienced in the Texas Pollutant Discharge Elimination System (TPDES) requirements and in the best management practices used at construction sites to control erosion and sediment, to prevent the discharge of pollutants and to prevent or mitigate the impacts of storm water runoff on water quality (collectively "BMPs"), which TPDES Consultant shall be approved in writing in advance by Owner, to provide expertise with respect to Texas Commission on Environmental Quality regulations and BMPs through all phases of the Project. The TPDES Consultant's services shall include, without limitation, (1) recommending structural and non- structural

BMPs to Project Architect or other subcontractors under this Contract for civil and landscape site coordination, (2) preparing of Storm Water Pollution Prevention Plans (SWPPPs) including any BMP drawings and details (3) as requested in writing by Owner, assisting in the updating of SWPPPs (as required) and all other permit documentation required by the TCEQ for the Project, and (4) the drafting of technical specifications governing the Contractor/Contractor's obligations under the applicable TPDES regulations and the TCEQ General Permit for Stormwater Discharges Associated with Construction Activities ("General Permit") No. TXR 150000 and governing the Contractor/Contractor's recommended courses of action under BMPs. The TPDES Consultant shall insure that the storm water pollution prevention plan has been prepared for the site in accordance with the General Permit and that such plan complies with approved State and/or local sediment and erosion plans or permits and/or storm water management plans or permits, including, without limitation, any TPDES permit issued to The University of Texas component on which the site is located. The TPDES Consultant, through Project Architect, shall determine whether General Permit coverage is required, and, if so, shall advise Owner of Owner's obligations under the General Permit and shall advise Owner of the Contractor/Contractor's obligations under the General Permit. If there are multiple Projects proposed to be conducted concurrently in contiguous areas and general permit coverage is required, the TPDES Consultant shall advise Owner of Owner's obligations and insure that the Contractor/Contractors of each Project can comply with TPDES requirements and BMPs and shall coordinate with other TPDES Consultants engaged on contiguous projects. PROJECT ARCHITECT HEREBY INDEMNIFIES AND HOLDS HARMLESS OWNER FROM ANY AND ALL LIABILITY, LOSS, DAMAGE, COST, AND EXPENSE ARISING OUT OF A VIOLATION OF THE APPLICABLE TCEQ TPDES REGULATIONS, BMPs, THIS PARAGRAPH OF THIS AGREEMENT, OR THE TERMS AND CONDITIONS OF THE GENERAL PERMIT TO THE EXTENT ATTRIBUTABLE TO A WILLFUL, NEGLIGENT OR ACCIDENTAL ACT OR OMISSION OF PROJECT ARCHITECT OR ITS CONSULTANTS.

14.2 Additional Services. The services identified in the following list are not included in Basic Services.

14.2.1 PROGRAMMING SERVICES. Before proceeding into the Schematic Design Phase, the Project Architect and his entire consultant team, including Civil Engineer, Laboratory Design Consultant, Hazardous Material Abatement Consultant, Commissioning Consultant and Constructability Contractors, working with the Owner shall prepare a comprehensive Facility Program for the Project. This Facility Program shall be prepared in accordance with the U. T. System Facilities Programming Guidelines which are hereby incorporated herein by reference, a copy of which has been provided to Project Architect. The anticipated services and deliverables under the responsibility of the Project Architect are summarized in an attached Exhibit, the Anticipated Programming Deliverables. Following selection, the Project Architect shall provide the Owner with a written itemized cost proposal to provide the designated programming services. Such compensation shall be in addition to the fee for Basic Services. The Project Architect shall plan to meet with representatives of the Owner as required during the development of the Facility Program and shall revise the Program as necessary to achieve approval of the Owner. In accordance with the Professional Services Procurement Act, the Owner will review the Project Architect's proposal for programming services and attempt to negotiate a fair and reasonable fee for these services. If the Owner and Project Architect are unable to do so, the Owner will formally end negotiations with the Project Architect, select the next most highly qualified Project Architect, and attempt to negotiate a fair and reasonable fee for these services.

14.2.2 CONSTRUCTABILITY SERVICES. The Project Architect shall employ a Constructability Consultant or Contractor to provide outside constructability consultation, cost estimating services and construction expertise through the Facility Program, Schematic Design, Design Development and Construction Document Phases. The Constructability Consultant or Contractor, working with a Mechanical/Electrical/Plumbing Subcontractor, will provide review input related Project objectives, methods, and concepts of "constructability." In addition, the Constructability Consultant or Contractor will submit for review a Cost Quantity Survey to coincide with the Project Architect's Basic Services

submission requirements. Following selection, the Project Architect shall provide the Owner with a written itemized cost proposal to provide the “constructability” services identified in the Constructability Implementation Program, attached to this Agreement as an Exhibit. The Owner will review the Project Architect’s proposal for “constructability” services in accordance with the Professional Services Procurement Act.

14.2.3 HAZARDOUS MATERIAL ABATEMENT SERVICES. The Project Architect shall employ a Hazardous Material Abatement consultant, from the list of firms included in an attached Exhibit, to provide hazardous material abatement expertise (including, but not limited to, asbestos and lead) through the Facility Program, Schematic Design, Design Development, Construction Document and Construction Administration Phases. This shall include reviewing Owner provided surveys, making recommendations for any additional surveys required, providing design and cost alternatives regarding hazardous material abatement, preparing plans and specifications to include abatement in the general construction scope of work, providing a licensed individual to monitor hazardous material removal as required by State and EPA guidelines, and preparing a final abatement report. Compensation for these services shall be in addition to the fee for Basic Services. Therefore, the construction cost of the abatement work will not be included in calculating the Project Architect’s Basic Services fee. Following selection, the Project Architect shall provide the Owner with a written itemized cost proposal to provide the above Hazardous Material Abatement Consulting services, including coordination of the Project Architect. The Owner will review the Project Architect’s proposal for these services in accordance with the Professional Services Procurement Act.

14.2.4 COMMISSIONING SERVICES. The Project Architect shall employ a Commissioning consultant to provide commissioning expertise through the Facility Program, Schematic Design, Design Development, Construction Document and Construction Administration Phases. The Commissioning Consultant will provide review input related Project objectives, methods, and concepts of commissioning. Following selection, the Project Architect shall provide the Owner with a written itemized cost proposal to provide the commissioning services identified in the Commissioning Implementation Program, attached to this Agreement as an Exhibit. The Owner will review the Project Architect’s proposal for commissioning services in accordance with the Professional Services Procurement Act.

14.2.5 Not Used.

14.2.6 REGISTERED ACCESSIBILITY SPECIALIST. Services provided by an independent contract provider under contract with TDLR to include the Preliminary Plan Review and Final Plan Review and Field Inspection of placed work to coincide with the pre-final inspections. Issues regarding accessibility shall be coordinated to be included in the punch list provided to the Contractor. Design consultation services and preliminary field inspections during installation of work are optional services. These services are related to the provisions of The Texas Architectural Barriers Act (Article 9102, T.C.S.).

14.2.7 DRAWINGS AND SPECIFICATIONS. Project Architect shall revise the drawings and specifications upon Final Completion of the construction, to incorporate all Addenda, all Change Orders for the Work and any modifications recorded by the Contractor on the As-Built Drawings and Specifications maintained at the job site. The Project Architect shall label the revised drawings and specifications as “Record Drawings” and “Record Specifications” and shall deliver copies to the Owner for record purposes, as follows:

- **Record Specifications:** Provide one (1) bound hard copy set and one (1) electronic set of the fully conformed record specifications incorporating all changes and as-built conditions in PDF format using electronic media as specified by the Owner.
- **Record Drawings:** Provide one (1) complete bound print set of record drawings, and one (1) complete electronic set of the full record drawings incorporating all changes and as-built conditions using electronic media as specified by the Owner.
- All CADD drawing files shall be in AutoCAD DWG format compatible with the latest version of AutoCAD.

- Drawings should be bundled using AutoCAD's "Pack-n-go" or "e-Transmit". All Drawing files must be listed before the support files and must include all required support files, such as Xrefs, Fonts, Image files and Print files. Do not put files in directories; all files must be in the root directory.

14.2.8 LIFE SAFETY ENGINEERING CONSULTANT. The Project Architect shall employ a qualified Fire Protection and Life Safety Engineering Consultant experienced in the design and third-party certification of building fire alarm systems in accordance with NFPA 72 and Title 28, Part 1, Chapter 34. Subchapter F. of the Texas Administrative Code (Fire Alarm Rules). The Life Safety Consultant's services shall include, without limitation, (1) preparing fire alarm system design plans and specifications, (2). performing third party certification as outlined in attached Exhibit M titled "Fire Alarm Testing and Acceptance Procedures". (3) participating in the Owner's technical review process and responding to comments made during the reviews.

14.2.9 LEED CERTIFICATION SPECIALIZED SERVICES. The Exhibits listed in the Owner's Design Guideline Appendix T are hereby incorporated into this agreement by reference.

Whether provided by the Project Architect or by a specialized consultant service, the Project Architect shall provide services necessary for securing Project certification as LEED Silver or better under USGBC LEED-NC for new construction. Services shall include, but not be limited to the following:

- Facilitating a pre-design workshop where the LEED rating system will be reviewed and LEED points targeted using the above referenced UT Austin LEED NC v 3 Credit Guide and Checklist w/Owner's requirements
- Registering the Project with GBCI (formerly USGBC) ensuring that the status is openly visible both while the Project is actively seeking certification, and after award of certification, so that it can be seen when queried by the general public.
- Providing LEED online Project ID and access code to allow Owner's team members access to the on-line view of all Project functionality.
- Creating a LEED Certification Plan identifying both design and construction phase points to be attempted
- Monitoring and documenting the LEED Certification process
- Facilitating design review meetings required to achieve LEED Certification
- Conducting an Energy Model Review to present the assumptions and development of the energy model to Owner and key campus stakeholders and obtaining owner approval prior to final submission of the model, with copy of draft and final approved submittal provided to Owner.
- Creating LEED specific technical specifications as well as a Division 1 "LEED Requirements" section
- Coordinating the LEED requirements to ensure they are all fully reflected in the Contract Documents
- Uploading to LEED On-Line all applicable information and required documentation
- Providing to Owner electronic copies of all submittals uploaded to LEED On-Line for both the design submittal and construction submittal and any supporting documentation required for certification
- Creating a LEED Certification Report detailing the LEED rating the Project achieved
- Participating in Owner's technical review process, reviewing and addressing comments made during reviews
- Establishing procedures and processes to maximize LEED points obtained during building construction phase
- Collecting and assembling all documents and other necessary materials required for LEED Certification
- Submitting the appropriately completed LEED application for certification
- Tracking the submitted application and coordinating responses until certification is confirmed and awarded
- Submitting a LEED Project profile with photo, summary of key elements & strategies in the USGBC

Balcones Chapter. For examples, see completed project profiles or “Case Studies” (PDF) at the website referenced in Appendix T of the Owner’s Design Guidelines

14.2.11 SPECIALIZED CONSULTANTS. The specialized consultant services identified in the following list are included in Additional Services:

- Audio Visual/Data & Telecommunications Engineering
- Materials Handling Services
- Furniture and Equipment Purchasing Services
- Major Medical Equipment Purchasing Services
- Security Planning Services
- Personnel and Material Transport Planning Services
- Hazardous Materials Handling Services
- Integrated Scheduling Services
- Radiation Control Services
- Graphics/Wayfinding Planning Services
- Safety Engineering Services
- Traffic Control Planning Services
- Wind Tunnel Testing/Emissions Control/Wind Pressure Analysis
- Art Procurement Consulting Services (not architectural renderings or models)

14.2.12 SPECIALIZED SERVICES. The specialized consultant services identified in the following list are included in Additional Services:

- Providing financial feasibility or other special studies.
- Providing planning surveys, site evaluations, environmental studies or comparative studies of prospective sites.
- Providing services relative to future facilities, systems and equipment which are not intended to be constructed during the Construction Phase.
- Providing services to make detailed investigation of existing conditions or facilities or to make measured drawings thereof, other than to verify the accuracy of drawings or other information furnished by the Owner.
- Providing coordination of Work performed by Owner’s separate Contractors or by the Owner’s own forces.
- Providing services in connection with the Work of a Contractor or separate consultants retained by the Owner other than commissioning consultant, testing and balance consultant, material testing firms or similar firms.
- Providing services for planning tenant or rental spaces.
- Making revisions in Drawings, Specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given are required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents or are due to other causes not solely within the control of the Project Architect.
- Making extensive investigations, surveys, valuations, inventories or detailed appraisals of existing facilities, except as otherwise required by the Agreement, and services required in connection with construction performed by the Owner.
- Providing consultation concerning replacement of any Work damaged by fire or other cause during construction and furnishing services as may be required in connection with the replacement of such Work.
- Providing services made necessary by the default of the Contractor, or by major defects or deficiencies in the Work of the Contractor, or by failure of performance of the Contractor under the Contract for Construction.

- Providing extensive assistance in the utilization of any equipment or system such as initial start-up or testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.
- Providing services after the expiration of sixty (60) days following final payment to the Contractor, excluding any services necessary during the warranty period inspections and provided that all of Project Architect's services as required under this Agreement have been satisfactorily completed.
- Preparing to serve or serving as an expert witness at the request of the Owner in connection with any public hearing, arbitration proceeding or legal proceeding.
- Providing any other services not otherwise customarily furnished in accordance with generally accepted architectural practice.

14.3 Owner Provided Services. The services identified in the following list will be provided by the Owner at Owner's expense.

- Surveying Services
- Geotechnical Services
- Code Check
- Plan Check
- Forensic Consultant
- Construction Auditing Consultant
- Existing Facility Surveys
- Integrated Scheduling
- Testing and Balancing
- Hazardous Materials Surveying and Abatement
- Laboratory Testing (Soils, Materials, Environmental, Welding, Steel Construction)
- Project Commissioning
- Wind Tunnel/Air Quality Analysis
- Exhaust Stack Testing
- Vibration Analysis
- Radio Frequency Interference Testing

14.4 Basis of Compensation

14.4.1 Basic Services.

The initial Construction Cost Limitation (CCL) for the Project is

_____ (\$_____).

Therefore, the Basic Services Fee for the Project shall be

_____	X	=	\$	_____
Construction Cost Limitation		Fee %		Basic Services Fee

14.4.2 Reimbursable Expenses.

The maximum allowable cost on this Project for Reimbursable Expenses associated with Basic

Services, identified in Article 5, as approved by the Owner is:

Maximum Reimbursable Expense Amount: \$ _____

14.4.3 Maximum Contract Sum

Basic Services Fee amount (Art. 14.4.1) \$ _____

plus

Maximum Reimbursable Expense amount (Art. 14.4.2) \$ _____

MAXIMUM CONTRACT SUM: \$ _____

14.5 **Progress Payments.** Payments for Basic Services and Supplemental Basic Services shall be made as provided in Article 7 in accordance with the following schedule:

Schematic Design Phase: 15%

Design Development Phase: 20%

Construction Documents Phase:	40%
Bidding or Negotiation Phase:	5%
Construction Phase:	20%

14.6 **Review Stages.** The Project Architect shall submit documents to the Owner for review at completion of the Schematic Design Phase, Design Development Phase and at the following stages of completion of the Construction Documents Phase as follows:

50%, 75%, 100%

14.7 **Construction Cost Estimates.** The Project Architect shall submit construction cost estimates as described in Article 1.1.15 at completion of the Schematic Design Phase, Design Development Phase and at the following stages of completion of the Construction Documents Phase:

50%, 75%, 100%.

14.8 **Review Documents.** The Project Architect shall, at its expense, furnish and deliver to the Owner for Owner's review, the following number of sets of review documents at the required review stages:

Schematic Design:	_____ sets
Design Development:	_____ sets
Construction Documents:	_____ sets for each stage of % complete

14.9 **Partnering.** For the benefit of all parties and as a part of Basic Services, the Project Architect and its entire consultant team shall attend two (2) full day Partnering sessions in _____; the first at the beginning of the Schematic Design Phase, and the second at the beginning of the Construction Phase.

14.10 **CADD Standards.** Project Architect, as a basic service, shall utilize a CADD drawing-layering standard comparable to the current AIA standard and shall review proposed standard with the Owner prior to commencing drawing preparation.

14.11 **Space Planning Documents.** Project Architect, as a basic service, shall provide the Owner, at between one month and three months prior to Substantial Completion, with a complete current electronic set, including all current changes, of the architectural floor plan drawings with room names, room numbers, and room square footages indicated. Project Architect shall provide 2 copies of electronic media on zip drives and/or CD readable/writable. Project Architect shall not be relieved of responsibility when files are delivered if the files do not meet established requirements or are defective. Owner shall verify all files and Project Architect will be notified of acceptance.

- Room names, Room numbers, and square footage shall be linked to data fields using appropriate attributes for text and number fields. Microsoft Access 2000 shall be used as the database. Project Architect shall provide data layering proposal for approval, per Article 14.10.
- Provide floor plans in electronic format using AutoCAD 14 or 2000. MicroStation J or SE shall also be accepted, but Microstation users shall be required to save to AutoCAD format. Verify database for correctness prior to delivering data files.

Article 15 Amendments to the Agreement between Owner and Project Architect when using the Construction Manager at Risk Project Delivery Method

15.1 By incorporating this Article 15, the Project Architect acknowledges and accepts that the Owner intends to construct the Project using the Construction Manager at Risk delivery method. Therefore, the Owner and the Project Architect hereby agree that the terms of the preceding Agreement are supplemented and/or modified as indicated below.

15.2 The following terms of the preceding Agreement are amended by incorporating the new paragraphs and substituting the modified paragraphs for their counterparts in their entirety. For clarity purposes only, all new contract language is indicated by *italics*. Existing contract language that is unchanged by the amendments is shown in standard type face.

1.1 Basic Services

1.1.30 The Owner has or intends to appoint a Construction Manager for this Project (the "Construction Manager" or "Contractor"), and the Project Architect shall coordinate its Services (Basic and Additional) hereunder with the Construction Manager. The Owner may direct the Project Architect to recognize the Construction Manager as its representative for the performance of various duties hereunder which are otherwise defined as the responsibility of the Owner hereunder. Project Architect hereby acknowledges such appointment. Upon request, Project Architect shall be entitled to review a redacted version of the agreement between the Owner and the Construction Manager for this Project (the "CM Agreement"). Nothing in the CM Agreement shall confer direct responsibility on the Construction Manager for the Project Architect's services, nor shall anything contained therein diminish Project Architect's responsibility for its services as set forth hereunder.

1.1.31 The Project Architect shall participate in the development and review of the Construction Managers GMP Proposal. This GMP Proposal will include the qualifications, assumptions, exclusions, value engineering and all other requirements identified within Attachment 1 To Exhibit D (Guidelines for the Preparation of the GMP) of the Agreement between the Owner and the Construction Manager at Risk. Following Owner's Approval of the GMP Proposal, the Project Architect shall be responsible for developing the Construction Documents, consisting of plans and specifications, setting forth in detail, and incorporating the aforementioned requirements described within the Attachment 1 To Exhibit D and contained in the GMP Proposal. Furthermore, the Project Architect shall participate in the documentation of the Construction Manager's GMP Proposal so as to adequately understand the contents of the Proposal and ultimately confirm that the Construction Documents, when complete, reflect all qualifications, clarifications and assumptions contained within the GMP Proposal. The Project Architect and the Construction Manager shall jointly provide a monthly status report stating the progress of the incorporation of the GMP qualifications, clarifications, assumptions, exclusions and value engineering and all other requirements identified in Attachment 1 To Exhibit D, into the Construction Documents."

1.2 Schematic Design Phase

1.2.1 Based on the mutually agreed upon Facilities Program, Construction Cost Limitation and the Project Schedule, the Project Architect shall prepare sufficient alternative approaches to design and construction of the Project to satisfy Owner's requirements and shall, at completion of this phase, submit Schematic Design Documents in accordance with Owner's Design Guidelines and any additional requirements set forth in Article 14. *The Project Architect shall review alternative approaches to design and construction for the Project and the Schematic Design Documents as they are being prepared at intervals appropriate to the progress of the Project with the Owner and Construction Manager at the Project location or other location specified by the Owner within the State of Texas. The Project Architect shall provide the Construction Manager with copies of the Project Architect's documents at the Construction Manager's expense to assist the Construction Manager in fulfilling its responsibilities to the Owner.*

1.2.5 The Project Architect shall direct the preparation of a detailed construction cost estimate as described in Sub-paragraph 1.1.15 to confirm compliance with the Construction Cost Limitation and include it with the completed Schematic Design Documents. *The Project Architect shall review its construction cost estimate in comparison with the construction cost estimate prepared by the Construction Manager and shall reconcile any differences between the two construction cost estimates in coordination with the Construction Manager. If the Project Architect is unable to reconcile all differences between the two construction cost estimates with the Construction Manager, then the Project Architect shall provide a detailed explanation of the differences to the Owner.*

1.2.7 The Project Architect shall participate in a final review of the Schematic Design Documents with the Owner and Construction Manager at the Project location or other location specified by Owner in the State of Texas. Prior to the Owner's approval of the Schematic Design Documents, the Project Architect shall incorporate such changes as are necessary to satisfy the Owner's review comments, any of which may be appealed for good cause.

1.3 Design Development Phase

1.3.1 Based on the approved Schematic Design Documents and any adjustments to the Facilities Program or Construction Cost Limitation authorized by the Owner, the Project Architect shall prepare, for approval by the Owner *and review by the Construction Manager*, Design Development Documents in accordance with Owner's written requirements to further define and finalize the size and character of the Project in accordance with Owner's Design Guidelines and any additional requirements set forth in Article 14. *The Project Architect shall review the Design Development Documents as they are being prepared at intervals appropriate to the progress of the Project with the Owner and Construction Manager at the Project location or other location specified by Owner in the State of Texas. The Project Architect shall provide the Construction Manager with copies of the Project Architect's documents at the Construction Manager's expense to assist the Construction Manager in fulfilling its responsibilities to the Owner.*

1.3.3 The Project Architect shall direct the preparation of a detailed construction cost estimate as described in Sub-paragraph 1.1.15 to confirm compliance with the Construction Cost Limitation and include it with the completed Design Development Documents. *The Project Architect shall review its construction cost estimate in comparison with the construction cost estimate prepared by the Construction Manager, and shall reconcile any differences between the two construction cost estimates in coordination with the Construction Manager. If the Project Architect is unable to reconcile all differences between the two construction cost estimates with the Construction Manager, then the Project Architect shall provide a detailed explanation of the differences to the Owner.*

1.3.8 At the completion of the Design Development Phase, or such other time as Owner may specify to Project Architect, at Owner's sole option and discretion, Owner will furnish Project Architect with a Guaranteed Maximum Price proposal prepared by Construction Manager based upon the Design Development Documents prepared by the Project Architect and approved by the Owner. The Project Architect shall assist the Owner and further advocate the Owner's interests in Owner's negotiations with the Construction Manager to develop a Guaranteed Maximum Price proposal acceptable to Owner, in Owner's sole option and discretion. If the Owner does not accept the Construction Manager's Guaranteed Maximum Price proposal, the Project Architect shall participate with the Owner and Construction Manager in constructability reviews and shall revise the documents as necessary in order to reach an agreement. If Construction Manager's Guaranteed Price proposal exceeds the cost quantity survey furnished to Owner by Project Architect, and Owner directs Project Architect to revise the documents, then Project Architect shall revise the documents at its own expense so that the Guaranteed Maximum Price proposal for constructing the Project shall not exceed the Owner's Construction Cost limitation and any previously approved construction cost estimate. If it is determined to be in the Owner's best interest, instead of requiring the Project Architect to revise the drawings and specifications, the Owner reserves the right to accept a Guaranteed Maximum Price proposal that exceeds the stipulated Construction Cost Limitation. The Project Architect shall analyze the final Guaranteed Maximum Price proposal document, together with its supporting assumptions, clarifications, and contingencies, and shall submit a detailed written analysis of the document to the Owner. Such analysis shall include, without limitation, reference to and explanation of any inaccurate or improper assumptions and clarifications.

1.3.9 After the Guaranteed Maximum Price has been accepted, the Project Architect shall incorporate into the Design Development Documents any revisions which are necessary due to inaccurate assumptions and clarifications made in the development of the Guaranteed Maximum Price.

1.4 Construction Document Phase

1.4.1 Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the Project Construction Cost Limitation authorized by the Owner, the Project Architect shall prepare, for approval by the Owner and review by the Construction Manager, Construction Documents consisting of Drawings and Specifications in accordance with Owner's written requirements setting forth in detail the requirements for construction of the Project, including, without limitation, Owner's Design Guidelines and any additional requirements contained in Article 14 of this Agreement. The plans, drawings and specifications for the entire Project shall be prepared so that they will call for the construction of the building and related facilities, together with its built-in permanent fixtures and equipment does not exceed the Guaranteed Maximum Price accepted by Owner, or the Construction Cost Limitation established by Owner if no Guaranteed Maximum Price proposal has been accepted by Owner. The Project Architect will be responsible for managing the design to stay within the Guaranteed Maximum Price proposal or Construction Cost Limitation. The Project Architect shall review the Construction Documents as they are being prepared at intervals appropriate to the progress of the Project with the Owner and Construction Manager at the Project location or other location specified by Owner in the State of Texas. The Project Architect shall provide the Construction Manager with copies of the Project Architect's documents at the Construction Manager's expense to assist the Construction Manager in fulfilling its responsibilities to the Owner.

1.4.2 The Project Architect shall advise the Owner and Construction Manager on matters such as construction phasing and scheduling, bid or proposal alternates, special cash allowances, liquidated damages, the construction contract time period, and other construction issues appropriate for the Project. The Project Architect shall assist the Owner and Construction Manager in the preparation of the necessary bidding information, bidding forms, RFP information, and RFP forms, and the Conditions of the Contract.

1.4.7 The Project Architect shall direct the preparation of a detailed construction cost estimate as described in Sub-paragraph 1.1.16 to confirm compliance with the Construction Cost Limitation and include it with the completed Construction Documents. *The Project Architect shall review its construction cost estimate in comparison with the construction cost estimate prepared by the Construction Manager and shall reconcile any differences between the two construction cost estimates in coordination with the Construction Manager. If the Project Architect is unable to reconcile all differences between the two construction cost estimates with the Construction Manager, then the Project Architect shall provide a detailed explanation of the differences to the Owner.*

1.4.9 The Project Architect shall participate in a final review of the Construction Documents with the Owner *and Construction Manager* at the Project location or other location specified by Owner in the State of Texas. Prior to the Owner's approval of the Construction Documents, the Project Architect shall incorporate such changes as are necessary to satisfy the Owner's review comments.

1.5 Bidding and Proposal Phase

1.5.1 *In conjunction with the development of the Guaranteed Maximum Price and at other times as appropriate to the Project, the Project Architect shall assist the Owner and Construction Manager by receiving and recording requests for Bid and Request for Proposal ("RFP") Documents, issuing Bid and RFP Documents, and accounting for Bid and RFP Documents issued; receiving and resolving questions about Bid and RFP Documents; preparing addenda, issuing addenda, and accounting for addenda issued; attending pre-bid and pre-proposal conferences and HUB meetings; obtaining and evaluating bids and proposals; and assisting in preparing and awarding multiple contracts for construction.* Project Architect shall answer inquiries from bidders and proposers at Owner's request and shall prepare and issue any necessary addenda to the bidding or proposal documents.

1.6 Construction Phase—Administration of the Construction Contract

1.6.1 The Construction Phase shall commence with the *acceptance of the Construction Manager's Guaranteed Maximum Price (or acceptance of a partial Guaranteed Maximum Price for a stage or phase)* and issuance of (i) a Notice to Commence On-Site Work or (ii) a Notice to Proceed with Construction Services and terminate sixty (60) days after Final Payment to the Contractor is made, or when all of Project Architect's services have been satisfactorily performed, whichever occurs later.

1.6.2. c) *The Project Architect shall assist the Owner in arranging a Pre-Construction Conference and a Partnering Workshop and shall assist in preparation of an administration booklet for the Pre-Construction Conference and shall distribute copies of the bound booklet to all parties. The Project Architect and its consultants shall participate in the Project Partnering process including attendance at all Partnering Workshops.*

1.6.5 The Project Architect shall be a representative of the Owner during the Construction Phase and shall advise and consult with the Owner. Instructions to the Contractor shall be forwarded through the Project Architect *and all communication by and with the Project Architect's consultants shall be through the Project Architect, except that the Owner reserves the right to communicate directly with the Construction Manager and consultants as it deems necessary or appropriate at any time.* The Project Architect shall have authority to act on behalf of the Owner to the extent provided in the Contract Documents. Duties, responsibilities and limitations of authority of the Project Architect shall not be restricted, modified or extended without written acceptance of the Owner.

1.8 Time

1.8.2 Attached hereto as an Exhibit containing a schedule for completion of each of the phases of services to be performed by Project Architecture pursuant to this Agreement. The Project schedule contains milestone dates which have been established in the Request for Qualifications previously issued or may be modified by the Owner to reflect current conditions. Supplemental activities shown on the schedule, and any associated dates not yet defined, shall be determined at the completion of the Program Phase or at such time when both parties mutually agree that the Project is sufficiently developed and documented. *The Project Architect shall coordinate with the Construction Manager in the preparation and maintenance of the schedule for performance of the professional services for the Project, including the Project Architect's services.* Changes in this schedule may be made only with the written approval of Owner. Project Architect shall perform all of its services in accordance with the then-current schedule approved by Owner.

[SIGNATURES PROVIDED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the day and year first written above.

Project Architect

By:_____

Name:_____

Title: _____

Date:_____

The Texas Board of Architectural Examiners, 333 Guadalupe Street, Suite 2-350, Austin, Texas 78701, telephone (512) 305-9000, has jurisdiction over individuals licensed under the Architects' Registration Law, Chapter 1051, Texas Occupations Code.

Owner:

Content Approved:

By:_____

By:_____

Name:_____

Name:_____

Title:_____

Title:_____

Date:_____

Date:_____

The following Exhibits are fully incorporated into this Agreement by reference:

EXHIBITS

- Exhibit A Facility Program
- Exhibit B Project Milestone Schedule
- Exhibit C Personnel Titles and Hourly Rates
- Exhibit D Statement for Architectural/Engineering Services
Attachment H to Exhibit D – Documentation of Subcontracted Work
- Exhibit E Anticipated Programming Deliverables
- Exhibit F Constructability Implementation Program
- Exhibit G Hazardous Material Abatement Consultants
- Exhibit H Policy on Utilization – Historically Underutilized Businesses
Attachment 1 to Exhibit H – HUB Subcontracting Plan
- Exhibit I Commissioning Implementation Program
- Exhibit J Additional Services Proposal Form
- Exhibit K Adjustment to Basic Services Compensation
- Exhibit L Project Scope Summary Questionnaire Form
- Exhibit M Life Safety Engineering Consultant

EXHIBIT A

FACILITIES PROGRAM

[Project Manager – If Owner provides Facilities Program, which contains a schedule, with AE Agreement, include by reference here. If no Program has been developed and the Program is to be performed as an Additional Service, then indicate “Not Used” directly below Exhibit B above.]

EXHIBIT B

PROJECT MILESTONE SCHEDULE

The activities shown in bold below must have the associated dates identified and included with this agreement and represent services to be performed by the Project Architect pursuant to this Agreement. Supplemental activities shown on the schedule below, which dates are not yet defined, shall be determined at the completion of the Program Phase or at such time when both parties mutually agree that the Project is sufficiently developed and documented.

Activity:

Date Completed:

Owner Approves Facility Program Phase

Selection of the Contractor (or CM)

Schematic Design Phase

Authorize A/E Start

Submit for Owner Review 95%

Joint Review for Owner Comments

Owner Approves Schematic Design

Design Development Phase

Authorize A/E Start

FPCC Meeting Project Submission Deadline

Submit for Owner Review, AE 95%

Joint Review for Owner Comments

FPCC Meeting Approval

Approve TPC & Design Development - BOR/Chancellor

Owner Approves DD Documents

THECB Submittal Phase

Submit Construction Application -Component

Approve Construction Application – THECB

Owner Approves Guaranteed Maximum Price Phase (for CM Projects)

Construction Documents Phase

Authorize AE to Start

A/E Submit 50% CD's for Owner Review

Joint Review for Owner Comments

A/E Submit 95% CD's for Review

Joint Review for Owner Comments

A/E Submit 100% CD's for Review

Joint Review for Owner Comments

Owner Approves 100% Construction Documents

Owner advertises for Competitive Sealed Proposals (if applicable)

Construction Phase Activities

NTP for Construction

Project Substantial Completion

EXHIBIT C
PERSONNEL TITLES AND HOURLY RATES;
NAMES OF SENIOR PRINCIPAL AND PROJECT TEAM MANAGER

Personnel Title/Position	DSE Hourly Rate	Multiplier	Hourly Billing Rate
--------------------------	-----------------	------------	---------------------

Identify all staff

Architect shall complete this information and must state the DSE hourly rate

EXHIBIT D
Firm Letterhead, address, and contract person

Date: 1/1/2020

The University of Texas System
Office of Capital Projects
210 West 7th Street
Austin, Texas 78701

Project Name: XXXXXXXXXXXX
Project Stage Name: XXXXXXXXXXXX
Institution: XXXXXXXXXXXX
A/E Project No.: XXXXXXXXXXXX
UTS Project No.: XXXXXXXXXXXX
Project Manager: XXXXXXXXXXXX

STATEMENT FOR ARCHITECTURAL/ENGINEERING SERVICES

Statement No. for services provided in accordance with A/E Agree for the period ended 1/2/2021
1/2/2021
1/2/2021

I. BASIC SERVICES

Construction Cost Limitation/Construction Contract Award Sum	\$ 123,456,7
(Cost Adjustment)	\$ 123,456,7
(Cost Adjustment)	\$ 123,456,7
Adjusted CCL	\$ 246,913,5

Services Performed to Date

Billing Phase	Fee %	Fee	Complete %	Earned to Date	Previously Billed	Net Amount Due
Schematic Design	25%	3,703,704	100%	3,703,704	2,000	\$ 3,701,704
Design Development	25%	3,703,704	50%	1,851,852	2,000	\$ 1,849,852
Construction Documents	25%	3,703,704	100%	3,703,704	2,000	\$ 3,701,704
Bidding	5%	740,741	100%	740,741	2,000	\$ 738,741
Construction Administration	20%	2,962,963	100%	2,962,963	2,000	\$ 2,960,963
TOTAL BASIC SERVICES	100%	14,814,815	88%	12,962,963	10,000	\$ 12,952,963

II. ADDITIONAL SERVICES

Services Performed to Date

Additional Service	Fee Basis	Fee	Complete %	Earned to Date	Previously Billed	Net Amount Due
ASP-01 Description of Services	Lump Sum	123,456,789	100%	123,456,789	2,000	\$ 123,454,789
ASP-02 Description of Services	Hourly	123,456,789	50%	61,728,395	2,000	\$ 61,726,395
ASP-03 Description of Services	Hourly	123,456,789	20%	24,691,358	2,000	\$ 24,689,358
.....			0%	0		\$ -
.....			0%	0		\$ -
TOTAL ADDITIONAL SERVICES		370,370,367	57%	209,876,541	6,000	\$ 209,870,541

IV. REIMBURSABLE EXPENSES

Expenses to Date (Complete and attach Attachment 1 to Exhibit D for further breakdown)

Type	Earned to Date	Previously Billed	Net Amount Due	
Travel	100	100	\$	-
Reproduction / Postage	3,100	100	\$	3,000
Other	3,100	100	\$	3,000
.....	0	0	\$	-
.....	0	0	\$	-
TOTAL REIMBURSABLE EXPENSES	6,300	300	\$	6,000

RECAPITULATION

Type	Fee	Earned to Date	Previously Billed	Net Amount Due	
I. BASIC SERVICES	14,814,815	12,962,963	10,000	\$	12,952,963
II. ADDITIONAL SERVICES	370,370,367	209,876,541	6,000	\$	209,870,541
IV. REIMBURSABLE EXPENSES	6,300	6,300	300	\$	6,000
TOTAL	385,191,482	222,845,804	16,300	\$	222,829,504

I certify that the above Statement is correct and now due.

Signature

Title

Date

(Supplemental material shall include:

1. ☐ tabulation of hourly compensation by name, hours & pay rate:

1. ☐ by the firm

1. ☐ by consultants

1. ☐ receipts for reimbursable expenses

1. ☐ other substantiating information

1. ☐ Exhibits A and B on firm letterhead)

Approved by OCP Project Manager:

Signature

Date

Accounting Review:

Initial & Date

FINAL PAYMENT CERTIFICATION AND LIEN WAIVER

The Architect certifies that all persons, consultants and firms who supplied services to it in connection with this Project have been fully paid for their services or work items, or that they will be fully paid immediately upon receipt of this payment, and that there are no other outstanding debts, obligations or claims related to this Project for which the Owner may be liable or for which the Architect will look to the Owner for additional payment. **This payment constitutes full and final payment to the Architect and its consultants for all services provided for this Project and the Owner is not obligated to make any more payments on their behalf.**

In consideration of the payment herewith made, the undersigned does fully and finally release and hold harmless The University of Texas System (Owner) from any and all claims, liens or right to claim or lien, arising out of this Project under any applicable bond, law or statute.

Signature

Date

FINAL HUB PLAN

The HUB Plan form for final payment is included with this Final Payment Request.

Yes ____ No ____

ATTACHMENT 1 TO EXHIBIT D
IV. REIMBURSABLE EXPENSE DETAIL

TRAVEL

Employee Name #1

Date of Travel	Item and Comments	Receipt Amount	Reimbursable Amount
DATE	Tickets	\$ -	\$ -
CITY	Lodging	\$ -	\$ -
CAMPUS	Gas-Car Rental	\$ -	\$ -
	Car Rental	\$ -	\$ -
	Mileage	\$ -	\$ -
	Parking	\$ -	\$ -
	Meal	\$ -	\$ -
	Meal	\$ -	\$ -
	Meal	\$ -	\$ -
	Other	\$ -	\$ -
DATE	Tickets	\$ -	\$ -
CITY	Lodging	\$ -	\$ -
CAMPUS	Gas-Car Rental	\$ -	\$ -
	Car Rental	\$ -	\$ -
	Mileage	\$ -	\$ -
	Parking	\$ -	\$ -
	Meal	\$ -	\$ -
	Meal	\$ -	\$ -
	Meal	\$ -	\$ -
	Other	\$ -	\$ -
Total		\$ -	\$ -

Employee Name #2 - Repeat Section ...

Employee Name #3 - Repeat Section etc...

TOTAL TRAVEL EXPENSES \$0.00

POSTAGE/REPRODUCTION

Date	Description	Amount	Multiplier	Total Due
1/1/2020	Description	\$ 1,000.00	1.0	\$ 1,000.00
1/2/2020	Description	\$ 1,000.00	1.0	\$ 1,000.00
1/3/2020	Description	\$ 1,000.00	1.0	\$ 1,000.00
	...	\$ -	1.0	\$ -
	...	\$ -	1.0	\$ -
TOTAL POSTAGE/REPRODUCTION				\$3,000.00

OTHER REIMBURSABLE EXPENSES

Date	Description	Amount	Multiplier	Total Due
1/1/2020	Description	\$ 1,000.00	1.0	\$ 1,000.00
1/2/2020	Description	\$ 1,000.00	1.0	\$ 1,000.00
1/3/2020	Description	\$ 1,000.00	1.0	\$ 1,000.00
	...	\$ -	1.0	\$ -
	...	\$ -	1.0	\$ -
TOTAL OTHER REIMBURSABLE EXPENSES				\$ 3,000.00

TOTAL REIMBURSABLE EXPENSES \$ 6,000.00

ATTACHMENT H TO EXHIBIT D

HUB Subcontracting Plan (HSP)

Prime Contractor Progress Assessment Report

This form must be completed and submitted to the contracting agency each month to document compliance with your HSP.

Contract/Requisition Number: _____

Date of Award: _____

(mm/dd/yyyy)

Contracting Agency/University Name: _____

Contractor
(Company)Name:

State of Texas VID #: _____

Point of Contact: _____

Phone #: _____

Reporting Period:
(Check only one Month)☐ Jan.☐ Feb.☐ Mar.☐ Apr.☐ May☐ Jun.☐ Jul.☐ Aug.☐ Sept.☐ Oct.☐ Nov.☐ Dec.

Total Contract Amount Paid this Reporting Period to Contractor: \$ _____

Report HUB and Non-HUB subcontractor information

Subcontractor's Name	Subcontractor's VID or HUB Certificate Number	Total Contract \$ Amount from HSP with Subcontractor	Total \$ Amount Paid This Period to Subcontractor	Total Contract \$ Amount Paid to Date to Subcontractor	Object Code (agency use only)
		\$	\$	\$	
		\$	\$	\$	
		\$	\$	\$	
		\$	\$	\$	
		\$	\$	\$	
		\$	\$	\$	
		\$	\$	\$	
		\$	\$	\$	
		\$	\$	\$	
TOTALS:		\$	\$	\$	

Signature: _____

Title: _____

Date: _____

Printed
Name: _____Phone
No. _____

EXHIBIT E

ANTICIPATED PROGRAMMING DELIVERABLES

The Project Architect shall be responsible for coordinating and compiling all the programming materials in the form of a manual (with exhibits as required); in the chapter sequence established in the applicable Facilities Programming Guidelines. The lead party responsible for generating the materials will be as follows:

<u>Work Area from Guidelines</u>	<u>Lead Responsibility</u>
Programming Schedule	Project Architect
Ch. 1: Sign-Off Sheet	Owner (form provided by Project Architect)
Ch. 2: Executive Summary	Project Architect
Ch. 3: Project Goals	
Institution's Mission Statement and Objectives	Owner
Compliance with Institution's Strategic Plan	Owner
Compliance with Institution's Campus Master Plan	Owner
Functional Programs Curricula Descriptions and Projections	Owner
Project Need	Owner
Project Objectives	Project Architect/Owner
Compliance with Coordinating Board Space Model	Project Architect/Owner
Ch. 4: Space & Adjacency Requirements	Project Architect
Ch. 5: Supporting Requirements	Project Architect
Ch. 6: Existing Site Studies	Project Architect (except as follows)
Topographic Survey	Owner
Geotechnical Survey	Owner
Ch. 7: Existing Facilities Studies	Project Architect
Ch. 8: Design Parameters	Project Architect
Ch. 9: Preliminary Project Cost	Project Architect
Ch. 10: Project Schedule	Project Architect
Ch. 11: Implementation Approach	Owner
Ch. 12: Information Specific to This Institution	Owner
Ch. 13: Selection a Delivery Method	Owner/ Project Architect

EXHIBIT F
CONSTRUCTABILITY IMPLEMENTATION PROGRAM
GENERAL SCOPE OF WORK

1.0 PROGRAM OBJECTIVES

- Implement a rigorous constructability program following The University of Texas System, Office of Capital Projects Constructability Manual.
- Identify and document Project cost and schedule savings (targeted costs are 5% of construction costs).
- Clarification of Project goals, objectives.

2.0 PROGRAM IMPLEMENTATION

2.1 Project Team Meeting with Constructability Consultant

- Identification of all Project team personnel and all Project stakeholders.
- Team briefing of objectives, methods and concepts of constructability.
- Familiarization with implementation program.
- Preliminary identification of constructability priorities, special challenges, concerns and progress to date.

2.2 Constructability Implementation

- Review the applicable Constructability Manual for constructability program, implementation, and documentation requirements.
- Establish constructability organization following the Constructability Manual.
- Identify preliminary constructability priorities and special challenges or concerns.

2.3 Schematic Design Phase

(On-going tasks during Schematic Design Phase and for final review of Schematic Design Documents)

2.3.1 Constructability Consultant

- Attend Project team meetings, review documents, and develop constructability recommendations and documentation following the Constructability Manual.
- Provide construction cost estimates to coincide with the Project Architect's submissions. The Project Architect and Constructability Consultant shall consult and resolve any differences in their respective construction cost estimates.

2.3.2 Project Team and Constructability Consultant

- Review detailed issues of front-end, high-priority concepts and identify concerns, identify information needs, start to brainstorm alternative approaches, conduct preliminary evaluation of approaches, identify needs for further analysis, chart path forward.
- Review constructability recommendations, documentation, and construction cost estimates for acceptance.

2.4 Design Development Phase (On-going tasks during Design Development Phase and for final review of Design Development Documents)

2.4.1 Constructability Consultant

- Attend Project team meetings, review documents, and develop constructability recommendations and documentation following the Constructability Manual.
- Provide Cost Quantity Surveys to coincide with the Project Architect's submissions. The Project Architect and Constructability Consultant shall consult and resolve any differences in their respective Cost Quantity Surveys.
- Provide follow-up discussions on front-end, high priority concepts.

2.4.2 Project Team and Constructability Consultant

- Review constructability recommendations, documentation, and Cost Quantity Surveys for acceptance.

2.5 Construction Documents Phase (On-going tasks during Construction Documents Phase and for final review of Construction Documents)

2.5.1 Constructability Consultant

- Attend Project team meetings, review documents, and develop constructability recommendations and documentation following the Constructability Manual.
- Review plans and specifications developed to date, identifying sub-optimal or potentially problematic design elements.
- Recommend alternative design suggestions for consideration and document potential savings.
- Conduct value engineering investigations into selected high-cost design elements.
- Provide Cost Quantity Surveys to coincide with the Project Architect's submissions. The Project Architect and Constructability Consultant shall consult and resolve any differences in their respective Cost Quantity Surveys.

2.5.2 Project Team and Constructability Consultant

- Review constructability recommendations, documentation, and Cost Quantity Surveys for acceptance.

3.0 Close-out Documentation

3.1 Constructability Consultant

- Complete all documentation included in the Constructability Manual.

3.2 Project Team and Constructability Consultant

- Review documentation for acceptance.

EXHIBIT G

HAZARDOUS MATERIAL ABATEMENT GENERAL SCOPE OF WORK

1. Review and Assessment

Review previous survey results and conduct an inspection of the facilities in order to collect the required number of samples of suspect material. Determine the extent, condition, and approximate quantities of lead and asbestos containing materials.

2. Technical Specifications

Develop the technical plans and specifications for the abatement phases of the Project for Owner's review and approval. Meet with appropriate personnel to discuss the plans and specifications along with the abatement process.

3. Provide a final copy of approved technical plans and specifications.

4. Abatement Monitoring

Collect and analyze background air, dust and soil samples prior to the commencement of abatement work.

5. For abatement work which requires the use of enclosures:

- A. Pre-abatement inspection to approve enclosure and authorize abatement to begin.
- B. Conduct a full time or periodic inspection as directed by Certified Industrial Hygienist (CIH).
- C. Collect and analyze area samples (inside and outside) enclosure as directed by CIH.
- D. Conduct a clearance inspection and collect and analyze air, dust and soil samples at conclusion of abatement work to "release" Contractor from that area.

HAZARDOUS MATERIAL ABATEMENT CONSULTANTS

The following Hazardous Material Abatement Consultants are acceptable to U. T. Austin:

Lonestar Environmental Services

12407 N. Mopac Expwy. Ste. 100 #364

Austin, Texas 78758

Phone: 512-931-2513

FAX: 512-931-2543

Contact: Tonya Boshier

512-922-2429 (cell)

Email: tboshier@lonestar-environmental.com

Jenkins Environmental Consulting, LLC

7756 Northcross Dr, Ste 103

Austin, TX 78757

Phone: 512-708-9390

FAX: 512-708-9398

Contact: Troy Jenkins

512-656-3355 (cell)

Email: troy@jenkinsenviro.com

EcoSystems Environmental, Inc.

P.O. Box 685287

Austin, TX 78768-5287

Phone: 512-257-8788

FAX: 512-257-8263

Contact: Wade Champion

512-844-1111 (cell)

Email: wchampion@esei.net

Halff Associates

4030 West Braker Lane

Suite 450

Austin, Texas 78759-5356

Phone (512) 252-8184

Contact Person: Tricia Mosier

Professional Services Industries

2600 McHale Court

Suite 125

Austin TX 78758

Phone: (512) 491-0200

Contact Person: Bryan Angelo

Terracon

5307 Industrial Oaks Blvd., Suite 160

Austin, TX 78735

Phone: 512.442.1122

Contact Person: [James Bierschwale](#)

EXHIBIT H

POLICY ON UTILIZATION – HISTORICALLY UNDERUTILIZED BUSINESSES

(Exhibit H is included herein by reference)

ATTACHMENT 1 TO EXHIBIT H

HUB SUBCONTRACTING PLAN

Policy on Utilization Historically Underutilized Businesses

<https://comptroller.texas.gov/purchasing/vendor/hub/>

EXHIBIT I

COMMISSIONING IMPLEMENTATION PROGRAM

Purpose

In the past few years, new facilities have become much more complex requiring that new methods of start-up and operation be employed to assure that each facility will function as intended. Commissioning is a process that has been used for many years in industrial plants, production lines, and the ship building industry to functionally test every component to verify that each operates independently as specified and collectively as a system. Similar techniques are required for complex institution and commercial facilities.

This document sets requirements that must be met during design and construction phase to assure the Owner that all commissioning requirements are met and that facilities are operating at optimum performance levels according to building-program established parameters.

There are many critical participants involved with a comprehensive building commissioning program. The obvious participants are the Contractors, consultants, and the Owner. As the commissioning industry matures, additional specialists will likely be recognized; e.g., the commissioning agent who is engaged directly by the Owner, and the test engineer who will be a member of the prime Contractor's team. Whereas, by contract, each will have clearly defined individual responsibilities, in the overall both become the essence of the final quality assurance program for the Contractors and the Owner. The underlying objective is to deliver to the Owner a fully operational facility that operates in accordance with the design intent.

To that end, the Owner is developing a range of specification materials for use in its contract documents and information for consultants to refer and respond to during design. These materials will be included in the Pre-design information for Architect-Engineer Services. In general, the University of Texas System is proceeding as follows:

Commissioning Agent:

Typically, the Owner will hire a commissioning agent. This will be a firm skilled in commissioning facilities of the type represented by the specific Project. In this situation, the firm will be referred to as the commissioning agent. The commissioning agent will be hired early in the construction period to be available to work with the Contractor. In some instances, the commissioning agent may be hired during design to contribute expert advice before the Project is bid.

Test Engineer:

Generally, the contract documents will require the prime Contractor to organize, schedule, and conduct all equipment and apparatus tests and perform all system functional performance tests.

This organizing, scheduling, and testing will be presented to the commissioning agent for review and approval.

The primary role of the Contractor is to develop appropriate test procedures within the requirements of the contract for all equipment/systems being tested, complying with the manufacturer's standards and procedures, and to ensure that all is successfully completed within the contract completion period.

Testing, Adjusting, and Balancing (TAB):

Due to the complexity of projects and since the quality assurance function is implicit in the hiring of the commissioning agent, preliminary testing, adjusting, and balancing will be included in the contract documents as a responsibility of the prime Contractor.

The Owner will directly engage a TAB firm. The TAB firm will work directly with the Owner and U. T. Commissioning agent and become a member of the owner's quality assurance team.

In order to effectuate the overall commissioning program, the following paragraphs are provided to identify responsibilities of various participants in the process.

There are five specific design phases: programming, schematic, design development, contract document, and bidding. Programming results in a detailed statement of Owner requirements. Schematic results in the first translation of written requirements into a conceptual facility design. Design development presents an organized facility that the design team will execute to meet the Owner's requirements. Contract documents provide all details necessary for a Contractor to build the facility. Bidding commits a specified completion date and cost.

All design criteria and operational parameters must be thoroughly considered by the consultants and the Owner during the schematic and design development phases, and final agreements documented at the end of the design development phase. Deviations from design criteria and operational parameters accepted during the contract document and bidding phases must be recorded at the end of bidding and included as a supplement to the document produced at the end of the design development phase. These two documents must be bound together with the original functional and technical programs to be a permanent reference regarding the design and operating criteria for the facility; to be used during commissioning and for reference throughout the life of the facility. The prime consultant must develop the document and deliver three copies to the Owner.

Responsibility

During the Implementation Phase and Design Phase, the Commissioning Agent (CA), working with Owner and Institution Project Managers and in cooperation with the Test & Balance Team (T&B), users and the Architect (A) and MEP Engineer (E) will develop the general specifications for the bid documents to define the Contractor's responsibilities for the commissioning activities.

During the construction phase, the CA working through OCP, T&B and the Institution and in cooperation with the Contractors will coordinate and oversee the commissioning activities.

The Contractor shall prepare detailed commissioning plans as defined in the specifications for the Project equipment and systems for approval by the CA.

The Contractors shall organize and conduct demonstration tests of the equipment and systems under the observation of the CA, OCP, Institution, T&B and institution operations personnel. To support the Contractor's responsibility, the Contractor shall employ a Test Engineer (TE) to prepare and conduct the commissioning activities of the Contractor. The TE shall work in close contact with OCP, OCP, T&B and CA.

Scope of Services Matrix

This list is not all inclusive nor is it limited to any items referred to or implied in other parts of the Agreement or normally provided under the Conditions of the agreement.

Implementation Phase	A	E	CA	TE	OCP	INST.	T&B
Investigate, develop and understand Owner's current policies and procedures	X	X					
Make and offer suggestions for improvement for Owner's review							
Design Phase Activities	A	E	CA	TE	OCP	INST.	T&B
Review Schematic Design	X	X			X	X	
Review Design Development Documents	X	X			X	X	
Develop commissioning plan	X	X		X	X	X	
Review Construction Documents	X	X			X	X	X
Develop commissioning specifications	X	X					
Develop or organize design intent/criteria documents	X	X					
Identify the scope of the proposed commissioning process.	X						
Provide outline specifications for commissioning.					X		
Documentation of Design Criteria and Assumptions	X	X					

Construction Phase

Activities	A	E	CA	TE	OCP	INST.	T&B
Prepare project specific plan	X	X					
Approve Plan					X	X	
Attend pre-construction, planning and construction meetings	X	X		X	X		
Develop schedule of milestones for accomplishing commissioning plan				X			
Review/Update Commissioning Plan	X	X		X	X	X	X
Develop submittal and shop drawing format	X	X		X	X	X	
Prepare submittals and shop drawings				X			
Review equipment, system and control submittals for compliance with commissioning goals	X	X		X	X	X	X
Review project status with OCP	X	X		X	X		X
Witness initial start-up of equipment		X		X	X	X	X
Prepare demonstration test program with functional test procedures and document results	X	X		X			
Prepare training program Observers				X	X	X	
Execute demonstration (functional) test Observers		X		X	X	X	X
Organize O&M Manuals				X			
Organize and execute training program Observers				X	X	X	X
Develop balancing agenda and schedule Observers						X	X
Review test and balance program		X		X	X	X	X
Building envelope pressure test				X			
Elevator testing				X			
Perform test and balance				X			X
Review test and balance reports		X		X	X	X	X
Review Contractor's as-builts	X	X		X	X	X	
Develop preventative maintenance program for this building with U. T. Maintenance Department	X			X		X	
Prepare final commissioning report				X			
Construction Observation	X	X			X	X	X
Pre-final and final inspection	X	X	X	X	X	X	

Documentation of Design Criteria and Assumptions for Consultants

General Construction Areas

- Occupancy, usage, and schedule assumptions, all seasons.
- Building envelope assumptions and calculations.
- Floor load assumptions.
- Vibration assumptions and calculations.
- Noise criteria and acoustic assumptions and calculations.
- Fire and life safety considerations.
- Fire zoning rationale.
- Life safety operation modes and sequences.

Mechanical Areas

- State Energy Code Compliance
- Indoor and outdoor design conditions, all seasons.
- Indoor “heat to” temperatures, general and specific.
- Indoor “cool to” temperatures, general and specific.
- Indoor humidity, general and specific.
- Air quality criteria.
- Air distribution zoning rationale.
- Ventilation requirements and calculations.
- Heating and cooling load calculations.
- Energy conservation intentions and calculations.
- Occupied and unoccupied operating modes, all seasons.
- Life safety operating modes.
- For individual systems, sequences of operation, setpoints, and dead-bands.
- For interactive systems, sequences of operations.
- Equipment sizing criteria and calculations.
- U-Value Calculations on Various Exposures

Electrical Areas

- State Energy Code Compliance
- Lighting requirements and calculations.
- Fire and life safety considerations.
- Fire alarm zoning rationale.
- Equipment load assumptions and calculations.
- Occupied and unoccupied operating modes, all seasons.
- Life safety operating modes.
- For interactive systems, sequences of operations.
- Equipment sizing criteria and calculations.

Documentation of design criteria shall occur after consultants and Owner have completely agreed upon all system operating philosophies. Documentation shall include one-line diagrams depicting operations at various design conditions; including fluid flow rates, temperatures, and pressures as necessary to comprehend intended operation.

In arriving at this level of documentation, members of the consulting team shall meet with OCP and OCP staff to fully brainstorm the functional operation of all systems and the building as a whole. This activity must try to anticipate not only normal operation but also predictable extremes in order to assure the design concept and intended equipment will meet all functional requirements.

Publish functional and technical programs, amendments thereto, design criteria assumptions, design intent, et al, in an appropriately bound (three ring binders with sequential numbered and dated pages) document

for retention by the Owner for use by others as future alterations and revisions are imposed upon the original facility.

Contract Document and Bidding Phase Requirements for Consultants

The *Guide Specifications* which shall be included in the contract specifications as appropriate to the specifics of the project will be provided later. Generally, not all of the sections are all applicable to all projects; so various sections would be omitted accordingly.

Include with the contract documents (on the drawings; NOT in the specifications) all one-line diagrams and sequence of operations discussions necessary to fully identify how all systems are intended to operate during all design conditions.

Specify Contractor participation requirements for equipment and system testing before and during commissioning. See *Guide Specifications*.

Specify prime Contractor responsibilities during commissioning regarding coordination of prime and subcontractor responsibilities in response to requirements of the Commissioning Agent engaged by the Owner. See *Guide Specifications*.

Specify Contractor requirements for the O&M manual, the definition of substantial completion, and requirements for final acceptance.

Specify contract requirements for training of operations and maintenance staff; both on site and at special schools, as necessary.

When the bidding phase has been completed, publish all amendments to the functional and technical programs, design criteria, and design intent which have evolved during the contract document and bidding phases and include with the documentation published at the end of the design development phase.

Contract Document Phase Requirements for Owner

The Owner will solicit and select the Commissioning Agent. This may be done during the design document phase so that the Commissioning Agent can ensure that design documentation and contract documents include all information and requirements necessary for the commissioning process. In some cases, the Owner's staff will review commissioning issues and delay hiring of a Commissioning Agent until the construction phase.

Construction Phase Requirements for Contractors

The Contractor shall pretest (without commissioning agent witnessing) and then formally test, in the presence of the commissioning agent and Owner, all equipment provided to verify that each component can meet the operating levels indicated on the nameplate or related performance documents. Similarly, a variety of piping and ductwork pressure and leakage tests are required by codes or the contract specifications. Contractor responsibilities shall include:

- Obtaining manufacturer's equipment start-up procedures.
- Developing the start-up, testing, and commissioning plan.
- Submitting the start-up, testing, and commissioning plan for review and acceptance.
- Scheduling testing and commissioning; integrate into construction schedule.
- Developing the O&M manual.

The Contractor shall arrange and pay all costs for training of operations and maintenance staff; both on site and at special schools, as specified.

Upon completion of commissioning, and approval by the Owner, the Contractor shall develop a comprehensive commissioning document; confirming and/or assisting the consultants with revising one-line diagrams, set points, sequences of operation, et al. This document shall match the O&M manuals. Three copies shall be delivered to the Owner. Together, they will be lifetime operations reference for the facility.

Commissioning Agent Requirements

The Commissioning Agent (if engaged during design phases) shall assist the Owner during the contract document and bidding phases by reviewing the work of the consultants to assure that documentation requirements are being fully met as required.

The Commissioning Agent shall review the contract documents to assure that documents arrangement is in accordance with requirements indicated in the Owner's Project Delivery Guideline Document Requirements. The mechanical and electrical consultants are required to group, within each discipline drawing set, all one-line type systems operation diagram and equipment and apparatus schedules and tables onto special drawing sheets designed only for such information. The tabulations are to follow the format guidelines included in *Owner's Technical Specifications* which not only presents the design and equipment size data but also provides space to record operational and set-up data after commissioning has been completed. (As new tabular requirements emerge, the Owner will develop and publish format preferences accordingly.)

The Commissioning Agent shall review and approve the equipment testing and system commissioning plan and schedule; which will also be reviewed with the Owner.

Consultant Requirements During Commissioning

The Consultant and subconsultants may be required to assist the Commissioning Agent during the Commissioning process. It is assumed that if the contract documents are complete and self-explanatory, Consultant and subconsultant participation in the commissioning process will be minimal. Conversely, if the contract documents are weak, Consultant and subconsultant participation will increase. Well prepared contract documents are to everybody's advantage. The prime Consultant will be required to coordinate the participation of all sub-consultants; which must occur as required and scheduled by the Commissioning Agent.

Scheduling Commissioning

Integrating commissioning into the construction schedule is critical to the success of the project. The Contractor must be required to include specific commissioning activities throughout the entire construction period, starting as soon as equipment and components can be made available for commissioning. Doing so facilitates the Contractor's and subcontractors' awareness of inter-related sub-completion requirements which otherwise are often overlooked. Not only must such comprehensive schedules be prepared but they must be reviewed and updated weekly to ensure that all affected parties are maintaining appropriate progress.

Test Procedures

The second most critical requirement for the prime and subcontractors is development of the comprehensive test procedures for equipment and systems based on the operating criteria, test parameters, and acceptable results required. Many Contractors have not had experience in this area. That is why the preference is to

require a test engineer—someone who specializes (or has had experience) in development of test procedures.

As the University gains commissioning experience, it will develop a library of test procedures for the range of equipment and systems it has commissioned. To a degree, there is a somewhat generic quality regarding test procedures for common equipment and systems. However, in every instance, such procedures must be carefully reviewed and adapted to the unique characteristics and design conditions of the project and its equipment.

The University will make all of this material available to consultants and Contractors for reference during design and construction. Doing so will help to reduce the time required for such development for the specific project, develop more consistent testing/commissioning among projects, and gradually improve the quality of the testing/commissioning program.

Summary

Commissioning is a detail and discipline intensive program. On the surface, it would appear to generate extra cost for the project. However, feedback from successful (properly developed during design and construction) commissioning projects indicates that rigorous scheduling of construction activities, testing and correcting deficiencies during the course of construction, and maintaining a tight, thoroughly committed, integrated construction/commissioning schedule will not increase costs, and quite likely may decrease costs (for those Contractors who take the program seriously and manage their projects accordingly)

EXHIBIT J
ADDITIONAL SERVICES PROPOSAL FORM

Date: _____

Additional Services Proposal No. _____

Name of A/E firm:

Re: (project name, number campus)

Refer to the Agreement dated _____, 20 between _____ (“Owner”) and the undersigned (“Project Architect”) as amended to the date hereof (such agreement as so modified and amended being hereafter called the “Agreement”) pursuant to which Project Architect is to perform certain services. The terms which are defined in the Agreement shall have the same meanings when used in this letter. The fee for these requested additional services are in lieu of any other fee adjustment based on an increase to the CCL as related to these services.

1. Owner has requested the performance of the services described below which Project Architect deems to be Additional Services. Refer to “Attachment A” for complete breakdown.

(Detailed description of Services. Use attachment only for additional description)

2. The services are fully described in the following documents: (list sheet #'s and spec sections)
3. Project Architect agrees to perform the Additional Services described above subject to and in accordance with the terms and provisions of the Agreement

- a.) for a *not to exceed* which will be determined in accordance with the Agreement in an amount of: _____ Dollars (\$_____)

OR (OPTION – DELETE ON OR THE OTHER)

- b.) an *hourly amount* in accordance with the Agreement, not to exceed _____ Dollars (\$_____)

4. For reimbursement of expenses in accordance with the Agreement incurred solely in connection with the performance of these Additional Services, reimbursable expenses will not exceed _____ Dollars (\$_____).

Edit the following are required:

These reimbursable expenses are included within the Additional Services amount referenced above.

Or

These reimbursable expenses are in addition to the Additional Services amount reference above.

5. Project Architect will perform the services in accordance with any schedule attached hereto (attach schedule if applicable), but in any event not later than _____ (_____) days after Project Architect is authorized to proceed.

Accepted by:

[PROJECT ARCHITECT]

By: _____

Name: _____

Title: _____

Current Fee Summary

ORIGINAL MAXIMUM CONTRACT SUM: \$ _

Previous Additional Services Proposals: \$ _

Previous Reimbursable : \$ _

NET BALANCE Fee: \$ _

THIS Additional Services Addition / Deduction: \$ _

THIS Reimbursable Addition / Deduction: \$ _

ADJUSTED MAXIMUM CONTRACT SUM: \$ _

(Includes reimbursables for ASP services)

Funding Source: _____ (PM to complete this line)

Accepted this _____ day of _____, 20 __. Project Architect is authorized to commence performance of the Additional Services on _____, 20 __

OWNER (Project Manager)

By: _____

below)

Name: _____

Title: _____

Project Manager confirms:

HUB opportunities are probable: (check one

NO _____

YES _____

(if yes HUB coordinator signature required below)

HUB Coordinator _____

Date _____

And/Or (note; as per delegation authority)

OWNER (Program Manager or EDPM)

By: _____

Name: _____

Title: _____

Contract Manager

Reviewed as to form: _____

Distribution:

AE (original)

Central File (original)

PM

Contract Manager

Accounting

Institution Representative

EXHIBIT K

ADJUSTMENT TO BASIC SERVICES COMPENSATION

Date: _____
Project Name: _____
Campus: _____
Project No: _____

Date of Agreement: _____

To: (state name and address of Architect)

Attn: _____

In accordance with the provisions of the Agreement, the Owner hereby amends the Basis of Compensation as described in Article 14.4.

The original basis for compensation shall be amended for the following reasons:

(PM describe here deviations resulting from peculiarities encountered in design or other factors altering project scope – see Art. 2.11)

The Basic Services shall be amended as follows. Refer to the interpolation schedule established in Article 14.4.

ORIGINAL CCL: \$ _____
ORIGINAL FEE PERCENTAGE: _____ %
ORIGINAL BASIC SERVICES FEE: \$ _____
(as described in Art. 14.4)

ADJUSTED CCL: \$ _____
FEE PERCENTAGE: _____ %
ADJUSTED BASIC SERVICES AMOUNT \$ _____

OWNER:

By: _____
Name: _____
Title: _____
Date: _____

Contract Manager
Reviewed as to form: _____

Distribution: AE, PM, EDPM, Contract Manager,
Central file, Accounting, Campus Representative

EXHIBIT L

Project Scope Summary Questionnaire Form

Owner requires that the architect of record for each University of Texas System project complete this summary based on the original contract documents in order to facilitate the development of the OCP construction cost database. The database will assist future reports, estimates and presentations to the Texas Higher Education Coordinating Board and R.S. Means. Please note, not all items will have an exact answer, nor will every assembly total 100%. Please provide a response, based on your best interpretations of the contract documents, to **ALL** items listed. If you have questions concerning the assemblies identified, please contact a Project Controls Specialist - Cost at (512) 499-4600.

Project No. & Title _____ - _____

Project Stage Title _____

	New	Renovated
Gross Square Feet (Not including basement)	_____	_____
Assignable Square Feet (Not including basement)	_____	_____
Number of Rooms	_____	
Number of Stories At Grade & Above	_____	
Average Story Height At Grade & Above (ft)	_____	
Number of Basement Levels & Gross Square Feet	_____	
Building Perimeter (Lft.)*	_____	
Type of Foundation *	_____	
Primary Superstructure System *	_____	
Primary Exterior Closure & Percent *	_____	_____
Secondary	_____	_____
Percentage of Exterior Glass / Glazing	_____	
Primary Roofing System *	_____	
Primary Interior Partition Construction & Percent *	_____	_____
Secondary *	_____	_____
Number of Doors (A pair of doors equals two doors)	_____	
Primary Interior Flooring & Percent *	_____	_____
Secondary *	_____	_____
Primary Interior Ceiling Construction & Percent *	_____	_____
Secondary *	_____	_____
Type of Conveying System & Number of Units *	_____	
Number of Plumbing Fixtures Installed	_____	
Building HVAC CFM Requirements	_____	

* Refer to Page 2 for definitions & lists.

Project Scope Summary Instructions, Definitions & Lists - EXHIBIT L cont.

Please use the definitions and lists below to complete the questions on the Exhibit L. If a project does not have an assembly (i.e.: basement) then insert "None" into the appropriate blank. If a project has an existing assembly that is modified or repaired then insert "Modify" or "Repair", however, if a project scope does not modify or repair an existing assembly then insert "Existing" into the appropriate blank.

Gross Square Foot: The total floor space in a building (not including the basement) from the exterior skin at grade and above.

Assignable Square Foot: The net floor space in a building (not including the basement) measured from the inside surface of exterior walls and excluding interior walls and partitions, mechanical equipment rooms, lavatories, janitorial closets, elevators, stairways, major circulation corridors, aisles and elevator lobbies.

Building Perimeter: The total length measured (linear feet) around the building enclosure at, or near, the ground floor.

Building Types as Reported to THECB by Assignable Square Feet

070 - Unfinished Area	110 - Classroom	210 - Class Laboratory
220 - Special Class Laboratory	230 - Individual Study Laboratory	250 - Non-Class Laboratory (R&D)
310 - Office	350 - Conference Room	410 - Reading/Study Room (Small)
420 - Stack (Large Library)	430 - Open-Stack Reading Room	440 - Processing Room
520 - Athletic/Physical Education	523 - Athletic/Facilities Spectating	530 - Audio/Visual, Radio, TV Facilities
540 - Clinic (Examination Rooms)	550 - Demonstration Facilities	610 - Assembly/Theater
620 - Exhibition (Museum)	630 - Food Facilities (Cafeteria)	650 - Lounge
660 - Merchandising Facilities (Retail)	670 - Recreation	680 - Meeting Room (Non-Class/Office)
720 - Shop (Repair & Maintenance)	730 - Storage	740 - Vehicle Storage Facility
810 - Patient Bedroom	820 - Patient Bath	830 - Nurses Station
840 - Surgery	850 - Health Care Treatment	860 - Health Care Laboratory
870 - Health Care Supplies	880 - Health Care Public Waiting	895 - Health Care Service
910 - Sleep/Study w/out Toilet/Bath	920 - Sleep Study w/ Toilet/Bath	950 - Apartment

Foundation

Cast-in-Place Concrete Walls	Grade Beam / Slab on Grade	Grade Beam / SOG - Post Tension
Spread Footings	Piers / Piles / Caissons	

Superstructure

Bearing Walls	Concrete Foundation w/ Steel Frame	Precast Concrete
Reinforced Concrete / Post Tension	Tilt-Up Concrete Panels	Wood

Exterior Closure

Aluminum Siding w/ Metal or Wood Stud Back-up	Decorative Concrete Block
Double Glazed Plate Glass Panel	Exposed Precast Concrete Panels
Exposed Cast-in-Place Concrete	Face Brick w/ Metal Stud Back-up
Galvanized Steel Siding	Natural Stone w/ CMU Back-up
Modified 3" Precast Panel w/ 6" Metal Stud Back-up	Natural Stone w/ Metal Stud Back-up
Painted Concrete Block	Porcelain Tile w/ Metal stud Back-up
Stucco on CMU Back-up	Wood Siding w/ Wood Stud Back-up

Roofing System

Built-up	Clay Tile	Cold Applied
Elastomeric / Single-ply Membrane	Modified Bitumen	Pre-formed Metal
Prepared Roll	Shingle (Asphalt / Wood)	

Interior Partition Construction (not including basement)

CMU	Painted CMU	Painted Drywall w/ Metal Stud
Painted Drywall w/ Wood Stud	Wallpapered Drywall w/ Metal Stud	Wallpapered Drywall w/ Wood Stud

Interior Flooring (not including basement)

Ardex / Concrete Topping	Carpet (Glued or Padded)	Ceramic / Porcelain Tile
Exposed / Sealed Concrete	Granite / Marble	Limestone
Painted Concrete	Seamless Epoxy	Terrazzo
VCT	Vinyl	Wood

Interior Ceiling Construction (not including basement)

Acoustical Lay-in	Acoustical Drop Panel	Drywall
Exposed Concrete / Metal Decking	Exposed Painted Concrete / Decking	Plaster
Sprayed-on Exposed Concrete	Wood	

Conveying System

Hydraulic Elevators	Geared Traction Elevator	Escalator
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EXHIBIT M
LIFE SAFETY ENGINEERING CONSULTANT
“Not Used”

REVISIONS

DATE	REVISED	INITIALS
10/09/20	Revised and Reissued; UT System references changed to Owner; OFPC references changed to Owner or OCP; Para. 1.1.28, Insurance, revised and moved to new paragraph 1.9; Para. 13.21, Indemnification, added; Para. 14.1.2, BIM, revised; Para 14.2.5, TPDS Consultant, moved to Para. 14.1.3; Para. 14.2.7, electronic documents requirements, revised; Para. 14.4.7, deleted reference to Final CCL; Exhibit D, revised; Attachment 1 to Exhibit D, revised.	ems
4/5/2021	Revised 1.9 Insurance Requirements	ems
9/15/2021	Art. 13 Miscellaneous Provisions added 13.22 Contractor Verification Regarding Discrimination Against Firearm Entities or Trade Associations	ems

**THE UNIVERSITY OF TEXAS SYSTEM
OFFICE OF FACILITIES PLANNING AND CONSTRUCTION**

ARCHITECT/ENGINEER FEE SCHEDULE

DECEMBER 1987

<u>Construction Cost of Project</u>	<u>Dormitories Garages Warehouses</u>	<u>Classrooms Offices Other Buildings</u>	<u>Health Research Special Education</u>
Over \$15,000,000	5.0%	5.5%	6.0%
Over 10,000,000	5.5%	6.0%	6.5%
Over 1,000,000	6.0%	6.5%	7.0%
Up to 200,000	7.0%	7.5%	8.0%

Remodeling and Renovation

Over \$5,000,000	7.0%	7.5%	8.0%
Over 1,000,000	8.0%	8.5%	9.0%
Up to 200,000	9.0%	9.5%	10.0%

NOTE: WHEN CONSTRUCTION COST FALLS BETWEEN THE TABULAR LIMITS,
THE RATE WILL BE DETERMINED BY DIRECT INTERPOLATION.