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. *System Office or Institution*

*Street Address*

*City*

and **Project Architect**:

**Texas Tax Account No**.:

for the following **Project**:

*Campus*

*City*

**Project Number**:

**Contract Number:**

**Project Delivery Method: *Select One:*** 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 April 17, 2020.*

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# 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**

### 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.

### 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.

### 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.

### 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.

### 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.

### 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.

### 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.

### 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.

### 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.

### 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.

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

### 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.

### 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.

### 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.

### 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 the stages 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.

### 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.

### 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.

### 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.

### 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.

### 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.

### 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.

### 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.

### 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.

### 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.

### 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.

### 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.

### 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.

## **Schematic Design Phase**

### 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.

### 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.

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

### 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.

### 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.

### 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.

## **Design Development Phase**

### 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.

### 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.

### 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.

### 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.

### The Project Architect shall as a Basic Service prepare Board of Regents presentation materials for the Owner’s use in Design Development Approval and if requested shall present them to the Board of Regents at a regular meeting where scheduled within the state. The presentation materials shall be produced as electronic files suitable for insertion into a Microsoft Power Point presentation. Presentation slides shall accurately reflect the Project conditions and be 8K (7680 x 4320 pixels) or greater color renderings as follows:

* Project map location in the context of the regional area
* Project map location in the campus context
* Project Site and Roof Plans
* Four (4) detailed exterior perspective elevations as determined by the Owner.
* Two (2) detailed interior perspective elevations as determined by the Owner.
* Key project metrics including costs, ASF and GSF, milestones and schedule durations.

### 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.

### Project Architect shall assist the Owner with submission of the Project to 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 to the Owner at the completion of the Design Development Phase or other time as determined 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.

## **Construction Document Phase**

### 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.

### 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.

### 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.

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

### 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.

### 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.

### 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.

### 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.

### 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.

### 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.

### 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.

## **Bidding and Proposal Phase**

### 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.

### 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.

### 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.

## **Construction Phase—Administration of the Construction Contract**

### 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.

### 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.

#### 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.

#### 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.

### 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.

### 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.

### 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.

### 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.

#### 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.

#### 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.

### 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.

### 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.

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

### 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.

### 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.

### 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.

### 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.

### 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.

### 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 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.

### 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.

### 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.

### 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.

### 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.

### 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 maybe 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.

### 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.

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

### The Project Architect and its consultants shall assist the Owner in checking as-built drawings during 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.

### 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.

### 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.

### Project Architect shall provide a milestone schedule that is acceptable to the Owner and shall be submitted monthly 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.

### 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*](http://www.statutes.legis.state.tx.us/), 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.

1. Commercial General Liability $1,000,000 each occurrence

$2,000,000 aggregate

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  Bodily Injury by Disease  Bodily Injury by Disease | $1,000,000 each accident  $1,000,000 each employee  $1,000,000 policy limit |
|  |  |
|  |  |
|  |  |
| Business Auto Liability |  |
| Single Limit  \* 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. | $1,000,000 each occurrence |
|  |  |

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 Owner 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 Owner.

Workers’ Compensation Insurance and Employer’s Liability insurance will be kept in force until the Work has been fully performed and accepted by Owner 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 ensure 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:

#### **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://fmx.cpa.state.tx.us/fm/travel/out_of_state/index.php> plus city and state taxes.

##### 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.

##### The meal per diem will only be paid on trips involving overnight travel.

#### **Travel to Texas from out of state locations:**

##### 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.

##### 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.

##### Meals: reimbursement limited to current State of Texas per diem rate.

#### **Automobile Expenses:** auto rental for moderate size category, related auto insurance, gasoline, parking, and taxi service. Costs include applicable taxes.

#### **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 to receive reimbursement.

#### **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.

## Project Architect shall provide written confirmation attesting to the competitive nature of the procurement.

## 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 .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 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 AttachmentsH 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.

#### f) Project Architect has failed to provide the deliverables / submissions to the Owner required of this Agreement in advance of requesting payment.

## 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, BIM, .PDF, 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, BIM, 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 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:

***Editor’s Note: Complete below as applicable.***

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](http://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 2271, *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 defensed 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, 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. [**Note:** This provision does not apply to: (1) contracts below $100,000; (2) contracts with a sole-source provider; and (3) contracts with a non-profit entity, sole proprietorship, or a for-profit entity that has less than 10 full time employees. This provision should not be included in a contract if the University did not receive any bids from a company that is able to provide the written verification required above.

13.23 **Contractor Verification Regarding Boycotting Energy Companies**.  Pursuant to [Chapter 2274, *Texas Government Code*](https://linkprotect.cudasvc.com/url?a=https%3a%2f%2fstatutes.capitol.texas.gov%2fDocs%2fGV%2fhtm%2fGV.2274.v2.htm&c=E,1,WBz7rUdsMms2IoSj22M9YbGW5y9VTZ2BE-iGI7v1XHqnOxhGpF4qc3Y6dUDAhTvprwE8qmItHQy9sN2ZKB2ZbzV2yaj8WNiiGlmlafujA1EQZBc9lLOO9g,,&typo=1), Contractor verifies (1) it does not boycott energy companies and (2) it will not boycott energy companies during the term of this Agreement. Contractor acknowledges this Agreement may be terminated and payment withheld if this verification is inaccurate.  [Note:  This provision only applies to a contract that (1) has a value of $100,000 or more that is to be paid wholly or partly from public funds and (2) is with a for-profit entity, not including a sole proprietorship, that has 10 or more full time employees.  However, this provision should not be included in a contract if the University determines that these requirements are inconsistent with the University's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds.]

13.24 **Contractor Certification Regarding COVID-19 Vaccination**.  Pursuant to [Section 161.0085, *Texas Health and Safety Code*](https://linkprotect.cudasvc.com/url?a=https%3a%2f%2fstatutes.capitol.texas.gov%2fDocs%2fHS%2fhtm%2fHS.161.htm%23161.0085&c=E,1,sN9qJyut9F2ATAiYZjllXAdkC4qT-3joOtIQ-YfxHYLW9gglB_B9eVXGdvQBp0NKxUHudSJ1Ld9kqT_ZrIGaKNmHfCogGygk3k8-nOpG2g,,&typo=1), Contractor certifies that it does not require a customer to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from Contractor’s business. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

13.25 **Certification Required by Texas Governor Executive Order GA-48.**  Pursuant to [Executive Order GA-48 of the Governor of Texas effective November 19, 2024](https://nam12.safelinks.protection.outlook.com/?url=https%3A%2F%2Fgov.texas.gov%2Fuploads%2Ffiles%2Fpress%2FEO-GA-48_Hardening_State_Government_FINAL_11-19-2024.pdf&data=05%7C02%7CESmith%40utsystem.edu%7C48aa1d9c06a648f7938108dd1639c717%7C61399d5f249c44d0b271adc287f323ff%7C0%7C0%7C638691159586151334%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIwLjAuMDAwMCIsIlAiOiJXaW4zMiIsIkFOIjoiTWFpbCIsIldUIjoyfQ%3D%3D%7C0%7C%7C%7C&sdata=nhzuZ9eoLOxpfhQ02UCN2k0gvtrJ226jEJ9NZVti5Qo%3D&reserved=0), Contractor certifies that it and, if applicable, any of its holding companies or subsidiaries, is not:

a.           Listed in Section 889 of the 2019 National Defense Authorization Act (NDAA); or

b.           Listed in Section 1260H of the 2021 NDAA; or

c.            Owned by the government of a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4; or

d.           Controlled by any governing or regulatory body located in a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4.

[NOTE: Executive Order GA 48 states that a public institution of higher education cannot enter into a new contract, contract extension, or contract renewal for a good or service with any company that meets any of the above-listed criteria. However, if the public institution of higher education can sufficiently demonstrate that (a) the good or service is necessary for the institution of higher education to fulfill a core function that directly benefits Texans and (b) the good or service can only be provided by an entity that meets one of the above-listed criteria, then the public institution of higher education may enter into a new contract, contract renewal, or contract extension with such an entity for no more than one year from November 19, 2024, and never thereafter.]

# 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:

***Editor’s Note:*** *Project Manager please select appropriate services to be added to or subtracted from this list. Also, refer to Art. 14.2.8 and 14.4 and select any appropriate services which should be added to this list as a Basic Service. (i.e. a laboratory consultant for a Lab building or acoustical engineer for a Performance Facility)*

1. Architectural Services, including:
   * + - Code Required Signage

b. Landscape Architectural Services

c. Civil Engineering Services, including:

* + - * Texas Pollutant Discharge Elimination Systems

d. Structural Engineering Services

e. Mechanical Engineering Services, including:

* Building Automation / Controls

f. Electrical Engineering Services

g. Plumbing Engineering Services

1. Life Safety Engineering Services, including:

* NFPA and IBC Compliance Review
* Fire Alarm and Fire Protection Design Services
* Inspection, Testing and Certification

i. Commissioning Coordination

*Editor Note: Include or Delete the following depending upon intended use of the 3-D Building Information Modeling (BIM) process.*

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. Within the first 30 days of award of this Agreement the Architect and its consultants shall develop and present to the Owner for review and comment a BIM Execution Plan (BEP). The BEP shall be well organized with a table of contents and definitions of key terms and outline all key points, objectives, roles, responsibilities, procedures, and protocols between its various consultants including the level of detail, model quality control and tolerances each of its consultant will be responsible for developing in the model(s) for each deliverable required of the project. The BEP shall address model management and the regular transfer of information at defined intervals between each its consultants or other consultants or parties retained by the Owner. The Architect and its consultants shall also meet with the Contractor to present and review the BEP to ensure the Contractor is familiar with all elements of the BEP and associated deliverables the BEP will provide for the Contractor’s use in development of their BIM Coordination Protocol (BCP). At completion of the project’s design phase, the Design Building Information Model’s shall be transferred at no additional cost to the Owner and Contractor for its use in preparation of a coordinated Construction Building Information Model.

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.

14.1.4 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.

14.1.5 COMMISSIONING COORDINATION. The Owner intends to employ a Commissioning consultant to provide commissioning expertise during Design and Construction Administration Phases. The Commissioning Consultant will provide review input related project objectives, methods and concepts of commissioning. The Project Architect shall coordinate with the third-party consultant throughout the phases of the project.

14.1.6 EXTERIOR BUILDING MOCKUP. The Architect’s and its consultants shall develop mock-up design and construction documents and participate in the review of the mock-up as required by EXHIBIT “T”.

14.1.7 DAYLIGHTING DESIGN. The Architect’s and its consultants shall take advantage of daylight and views throughout select areas of the building while minimizing glare and heat gain. The design produced by the Architect and its consultants shall include maximizing energy savings, increasing user comfort and productivity, maintaining aesthetics and views, and integrating with other systems for an optimized building. The Architect’s and its consultants shall create a daylight model with sensor locations for study of daylight performance in various areas and levels of the building with dedicated study for private offices, public and educational spaces to examine the effects of any proposed sun shading devices or techniques. The daylighting design study shall be presented to the Owner for review no later than 50% Design Development and again at 100% Design Development.

14.1.8 VALUE ENGINEERING. The Project Architect and its consultants shall use true Value Engineering (VE) techniques as appropriate to maintain the programmatic and functional integrity of the design while identifying opportunities to drive costs lower, appropriate to the program and current construction technologies. VE decisions which result in lower initial cost or lower maintenance costs shall be documented by the Project Architect/Engineer and maintained in a VE log showing expected savings. This log shall also capture potential savings when Contractor provides waiver requests for specified materials, products or equipment which result in savings or other bona fide benefit to the project. Log shall be kept current during all phases of design and construction and Owner shall be kept current on this effort.

14.1.9 COST CONTAINMENT. The Owner is sensitive to the cost of this Project and is relying upon the Architect/Engineer to focus on encouraging creative design concepts, construction technologies and operational/maintenance philosophies which drive lower costs, both in terms of first cost as well as from a total cost of ownership perspective.

14.1.10 DESIGN AND CONSTRUCTION STANDARDS. The Owner has requirements and standards for construction projects but will consider exploring cost effective alternatives to meet these requirements. Project Architect and its consultants shall seek to offer creative solutions and propose cost effective responses to meet the Owner’s goals and satisfy the requirements of this project. These efforts shall be documented in the VE log referred to here-in.

14.1.11 LIFE CYCLE COST ANALYSIS (LCCA). During the Schematic Design and no later than 50% Design Development the Project Architect and its consultants will complete the LCCA required by Appendix Q of the Owner’s Design Guidelines and present those to the Owner showing the results of the analysis supporting the recommended solution for incorporation into the 100% Design Development documents.

14.1.12 BUILDING MAINTENANCE STRATEGY (BMS). The Architect and each of its consultants shall develop and present to the Owner in a series of meetings at no later than 50% DD, the proposed criteria, design and specifications required to maintain the project. The BMS shall demonstrate clear means of access for reasonably and safely maintaining, removing and replacement of equipment and systems regardless of location. The BMS shall address removal and replacement of major MEP systems without demolition of the building’s interior walls, ceilings, doors or its exterior envelope. The BMS shall address components such as light fixtures, speakers, projection equipment, fire alarm strobes, pull stations, emergency off, electrical disconnects, electrical switch gear, serviceable terminations, motors, drives, governors, grounding systems, generators, pumps, gaskets, gauges, fans, bearings, tanks, filters, strainers, valves, drains, clean outs, siphons, coils, air handling units, elevator equipment, sprinkler heads, pre-action systems, VAV boxes, louvers, dampers, actuators, overhead doors, insect screens, etc. The BMS shall address all roofing systems and their replacement as well as roofing components including lighting protection systems, scuppers, drains, fall arrest, fall restraint, fall protection, ladders, and suspended maintenance equipment. The BMS shall also address exterior features such as manholes, cisterns, grease traps, water retention systems, landscaping, light posts, security lighting and pest deterrent systems. The BMS shall also demonstrate equipment staging (especially that required for servicing the roof and faces of the building) loading dock operations, vehicle access, size, maneuvering and turning radius. In addition to the building codes and standards required of the project the BMS hall also demonstrate compliance with current OSHA standards / regulations applicable to the scope proposed.

14.1.14 OWNER’S BASIS OF DESIGN (BOD). The Project Architect and its consultants no later than the completion of Programming, each stage of the Design Services, and at Substantial Completion of the project, shall prepare, review and update a Basis of Design document using the Owner’s template Exhibit attached to this agreement, that records the general business expectations, performance criteria and special requirements as they relate to space, site, and technical design elements, using both narrative descriptions and lists of individual items that support the design process documenting the primary thought processes and assumptions behind design decisions that are made. Reviews shall occur in conjunction with the design reviews of the project listed in Article 14.6. The Project Architect and its consultants shall prepare and update the final version of the Basis of Design Document within 30 days following final Substantial Completion.

14.1.15 ALTERNATES. The Project Architect and its consultants through each phase of design shall design alternates equaling to no less than 10% of the Project’s Construction Cost Limitation.

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

***Editor’s Note: Include or Delete the following services as appropriate for the anticipated needs of the project.***

14.2.1 OWNER’S PROJECT REQUIREMENTS (OPR). Before proceeding with Project Programming, the Project Architect, and its entire consultant team, including Landscape Architect, Structural Engineer, Civil Engineer, Electrical Engineer, Mechanical Engineer, Plumbing Engineer, Security, Audio Visual / Data and Telecommunications designers, or other consultants required for the project, shall prepare and submit to the Owner for approval a comprehensive OPR. The OPR is intended to supplement and inform traditional Facility Programming effort to define goals, expectations, and functional needs to better address evolving requirements for energy efficiency, sustainability, environmental quality, safety, security, commissioning, maintenance, and long-term cost of ownership. The OPR is also intended to facilitate confirmation that the completed Project fulfills the established criteria. Working with the Owner the Project Architect and its consultants shall develop and lead a series of collaborative workshops and surveys to gather input and build consensus of key stakeholders for development of the OPR. The OPR may be modified and updated by the Project Architect and its consultants as objectives and criteria are further refined in the subsequent Basis of Design and Programming efforts. The anticipated services and deliverables under the responsibility of the Project Architect are summarized in attached Exhibit, the Owner’s Project Requirements template. Following selection, the Project Architect shall provide the Owner with a written itemized cost proposal to provide the designated OPR 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 and stakeholders as required during the development of the OPR and shall revise the OPR 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 OPR 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 PROGRAMMING / VISIONING SERVICES. Before proceeding into the Schematic Design Phase, the Project Architect including Landscape Architect, Structural Engineer, Mechanical Engineer, Plumbing Engineer, Electrical Engineer, Civil Engineer, ***Include or Delete consultants as appropriate for the anticipated needs of the project:*** *Audio/Visual, Data/Telecommunications and Security Consultants, Life Safety Consultant Laboratory Design Consultant, Hazardous Material Abatement Consultant, Commissioning Consultant and Constructability Contractors,* or other consultants required of this project, working with the Owner shall prepare a comprehensive Facility Program for the Project. This Facility Program shall be prepared in accordance with the Owner’s Facilities Programming Guidelines which are hereby incorporated herein by reference. 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 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.

14.2.3 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.

14.2.4 HAZARDOUS MATERIAL ABATEMENT SERVICES. The Project Architect shall employ a Hazardous Material Abatement consultant 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 and have the capability to perform those surveys, 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.

14.2.5 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.

14.2.6 GRAPHICS / WAYFINDING PLANNING SERVICES.TheProject Architect shall employ Graphics /Wayfinding Consultant with expertise in designing wayfinding and donor signage per the Owner’s requirements.

14.2.7 WIND / EXHAUST RE-ENTRAINMENT / EMISSIONS CONTROL ANALYSIS SERVICES**.** The Project Architect shall employ a Wind Study Consultant to identify adverse or undesirable wind and wind pressure conditions created by Project’s proposed design and location. Consultant’s studies shall also investigate the potential for undesirable re-entrainment levels from any existing or proposed exhausts and existing or proposed sensitive receptors (i.e., air intakes, entries, windows, outdoor spaces, etc.) using dispersion modeling. Findings from each study should include mitigative solutions in the form of design recommendations for incorporation into the Project. Design recommendations shall ensure applicable air quality standards and odor thresholds are met at all sensitive receptor locations. Studies shall also include detailed dispersion modeling to optimize the minimum discharge velocity and flow rate for the building exhausts to achieve long-term energy savings.

14.2.8 FURNITURE PLANNING, DESIGN and PURCHASING SERVICES. The Architect shall employ a Texas Board of Architectural Examiners Registered Interior Designer to provide expertise in furniture planning and design services for the project. The Interior Designer shall also be capable of assisting the Owner in advertising, bidding and award of furniture vendor contracts as well as the coordination and oversight of furniture installation.

14.2.9 LIGHTING CONSULTANT SERVICES. Architect shall employ a "Specialized Architectural Lighting Design Consulting Service" for services above and beyond the "basic electrical engineering services" provided in the standard design guidelines which are deemed basic "illumination engineering”. Consultant will provide professional services that focus not only on quantitative aspects of lighting but rather the many qualitative aspects as well. Consultant will use light to integrate with and shape spaces, aid in wayfinding, support special events, and create a cohesive visual environment that supports the mission of the project and university. Scope is limited to selected highly “visible” interior and exterior portions of the project that are critical to the success of the program and the image of the building. Scope should include; lighting presentation with owner for discussion on current lighting standards and future lighting technologies, graphic narrative visually describing the lighting design intent; presentation(s) with owner for discussion on selection and maintenance; meeting(s) with CMAR to review scope of lighting and controls; specification of all lighting and lighting maintenance/services equipment, three (3) equal fixtures for all; production of lighting details in coordination with final architectural details; substitution request reviews for VE items; response to contractor field Questions; in-field fixture aiming and review of installation; and response to Commissioning Agents’ questions on specialty controls.

14.2.10 REGISTERED ACCESSIBILITY SPECIALIST SERVICES. Architect shall employ an independent contract provider under contract with Texas Department of Licensing and Registration to include the Preliminary Plan Review no later than 100% DD and Final Plan Review prior to issuance of any documents for construction and Field Inspections during construction 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. These services are related to the provisions of the Texas Architectural Barriers Act (Article 9102, T.C.S).

14.2.11 AUDIO VISUAL / DATA TELECOMMUNICATIONS ENGINEERING SERVICES. The Project Architect shall employ a Consultant or Consultants to provide expertise in audio visual / data and telecommunications systems design for each design phase and inspection during construction.

### 14.2.12 BUILDING ENVELOPE CONSULTANT SERVICES. The Project Architect shall employ a building envelope consultant during the Design Development and Construction Document Phase. Consultant shall focus on design of the overall building envelope including roofs, curtain wall / glass and glazing systems, flashing assemblies, vertical wall components, systems and assemblies, vapor barriers and retarders, sealants, above and below grade waterproofing systems and juxtaposition of each envelope system or component within the proposed construction. Other responsibilities include review and development of building envelope specifications as well as recommendation of acceptable testing laboratories, field testing requirements, acceptable manufacturers, fabricators and installers; review and comment on the design and detailing by others.

14.2.13 CONVEYING SYSTEMS CONSULTING SERVICES. The Project Architect shall employ a conveying system consultant during the Design Development and Construction Document Phase. Consultant shall investigate and make recommendations on the number and type of elevators, escalators or any other conveying system required for the project. Services shall also include full coordination with campus operations for creation of specifications and design criteria that meets campus service requirements and the requirements of the Texas Department of Licensing and Regulation.

14.2.14 REGISTERED ACCESSIBILITY SPECIALIST SERVICES. The Project Architect shall employ an independent Registered Accessibility Specialist under contract with Texas Department of Licensing and Registration to include the preliminary plan reviews and final plan reviews and field inspections 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. These services are related to the provisions of The Texas Architectural Barriers Act (Article 9102, T.C.S.).

14.2.15 SECURITY CONSULTANT SERVICES. The Project Architect shall employ a Security Consultant to provide expertise in security planning and design for each design phase and inspection during construction.

***Editor’s Note:*** *The following Security Article is for U. T. Austin Projects only.*

14.2.15 SECURITY CONSULTANT SERVICES. The following Exhibits are fully incorporated into this agreement by reference:

* UT Austin Security Consultant Qualifications for CIP Projects
* Security Consultant Scope of Work
* 28 00 00 Electronic Security System Design Construction and Commissioning Guide, UT Austin

The above listed Exhibits are located at the following website:

<http://www.utexas.edu/its/campus-security/project.php>

The Project Architect shall employ a Security Consultant from the list of firms provided in the above referenced Exhibit,*“UT Austin Security Consultant Qualifications for CIP Projects”*, to provide expertise in security design, inspection and testing through the Facility Program, Schematic Design, Design Development, Construction Document and Construction Administration Phases. The anticipated services and deliverables under the responsibility of the Project Architect are summarized in the referenced Exhibit, *“Security Consultant Scope of Work”*.  In performing this work, the Project Architect shall ensure that the Security Consultant is provided a copy of the UT Austin Facility Specification Guideline, *“28 00 00, Electronic Security System Design, Construction and Commissioning Guide”*, as a guide in preparing the specifications. Following selection, the Project Architect shall provide the Owner with a written itemized cost proposal to provide the designated Security services.  Such compensation shall be in addition to the fee for Basic Services.

***Editor’s Note:*** *Project Manager confirm with institution on the media and quantities for record documents.*

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

***Editor’s Note:*** *LEED CERTIFICATION SERVICES:*

*OPTIONAL FOR ALL PROJECTS – MAY ALSO BE INCLUDED AS A BASIC SERVICE. Confirm with institution and revise the following language to be as project specific as possible.*

14.2.17 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 LEED Credit Guide.
* 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

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

1. Materials Handling Services
2. Equipment Purchasing Services
3. Major Medical Equipment Planning and Purchasing Services
4. Acoustician Services
5. Electromagnetic Interference Consulting Services
6. Personnel and Material Transport Planning Services
7. Forensics Consulting Services
8. Master Planning
9. Hazardous Materials Handling Services
10. Integrated Scheduling Services
11. 3rd Party Tenant Lease Space Design Services
12. Food Services Design (equipment specification and equipment layout only)
13. Radiation Control Services
14. Safety Engineering Services
15. Traffic Control Planning Services
16. Art Procurement Consulting Services (not architectural renderings or models)

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

* Providing financial feasibility or other special studies.

1. Providing planning surveys, site evaluations, environmental studies or comparative studies of prospective sites.
2. Providing services relative to future facilities, systems and equipment which are not intended to be constructed during the Construction Phase.
3. 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.
4. Providing coordination of Work performed by Owner’s separate Contractors or by the Owner’s own forces.
5. 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.
6. Providing services for planning tenant or rental spaces.
7. 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 of regulations subsequent to the preparation of such documents or are due to other causes not solely within the control of the Project Architect.
8. 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.
9. 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.
10. 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.
11. 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.
12. 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 if all of Project Architect’s services as required under this Agreement have been satisfactorily completed.
13. 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.
14. 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.

***Editor’s Note:*** *Project Manager please review the list of Special Consultant Services for inclusion in this Article and edit accordingly.*

Owner provided services:

1. Surveying Services, including Topographic and Sub-Surface Utility
2. Geotechnical Services
3. Code Check
4. Plan Check
5. Forensic Consulting Services
6. Construction Auditing Consultant
7. Construction Photo Documentation Services
8. Building Envelope / Waterproofing Consulting Services
9. Furniture Planning / Design and Purchasing Services
10. Existing Facility Surveys
11. Scheduling and Cost Analysis Services
12. Testing and Balancing Services
13. Hazardous Materials Surveying and Abatement
14. Laboratory Testing (Soils, Materials, Environmental, Welding, Steel Construction)
15. Project Commissioning Consultant Services
16. Equipment Purchasing Services
17. Major Medical Equipment Planning and Purchasing Services
18. Electromagnetic Interference Consulting Services
19. Wind Tunnel/Air Quality Analysis
20. Exhaust Stack Testing
21. Vibration Analysis
22. Radio Frequency Interference Testing
23. 3rd Party Project Management and Inspection Services

## 14.4 **Basis of Compensation**

14.4.1 Basic Services.

***Editor’s Note:*** *Project Manager edit as appropriate for New or Renovation Remodel or a combination or both with total combined CCL.*

The initial New 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**

***Editor’s Note:*** *Project Manager edit or delete as appropriate as the project may also include renovation remodel with a separate CCL.*

The initial Renovation Remodel 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**

Therefore, the Total Combined Basic Services Fee for New Construction and Renovation Remodel Project shall be:

**$**

**Total Combined Basic Services Fee**

If the Construction Cost Limitation is revised by the Owner prior to acceptance of the Construction Contractor’s competitive sealed proposal or Construction Manager’s guaranteed maximum price, the Basic Services Fee will be adjusted based on interpolation of the following A/E Fee Schedule for project type and cost.

Construction Dormitories, Classroom, Health, Research

Cost of Project Garages & Office & Other Special Education

Warehouses Buildings Facilities

New Construction

Over $1,000,000,000 3.20% 3.70% 4.20%

Over $750,000,000 3.35% 3.85% 4.35%

Over $500,000,000 3.55% 4.05% 4.55%

Over $100,000,000 4.40% 4.90% 5.40%

Over $50,000,000 4.75% 5.25% 5.75%

Over $15,000,000 5.00% 5.50% 6.00%

Over 10,000,000 5.50% 6.00% 6.50%

Over 1,000,000 6.00% 6.50% 7.00%

Over 200,000 7.00% 7.50% 8.00%

Renovation & Remodel

Over $100,000,000 6.00% 6.50% 7.00%

Over $75,000,000 6.25% 6.75% 7.25%

Over $50,000,000 6.50% 7.00% 7.50%

Over $25,000,000 6.75% 7.25% 7.75%

Over $5,000,000 7.00% 7.50% 8.00%

Over 1,000,000 8.00% 8.50% 9.00%

Over 200,000 9.00% 9.50% 10.00%

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: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

***Editor’s Note:*** *Project Manager shall confirm cash flow limits for Definition Phase (5% of TPC) and for achieving DD Approval (10% of TPC) before editing any Progress Payment percentages.*

* 1. **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 all Project documents to the Owner as searchable .PDF and their native produced file format for review at each Design Phase as follows:

Schematic Design: 50% and 100%

Design Development: 50% and 100%

Construction Documents: 50%, 75% and 100%

## 14.7 **Construction Cost Estimates.** The Project Architect shall submit construction cost estimates as described in Article 1.1.15 at the following stages of completion:

Schematic Design: 100%

Design Development: 50% and 100%

Construction Documents: 50%, 75% and 100%

***Editor’s Note:*** *Project Manager edit as appropriate.*

## 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 printed sets of review documents at the required review stages:

Schematic Design: \_\_\_\_\_ half “C” size sets \_\_\_\_\_ full “E” size sets

Design Development: \_\_\_\_\_ half “C” size sets \_\_\_\_\_ full “E” size sets

Construction Documents: \_\_\_\_\_ half “C” size sets \_\_\_\_\_ full “E” size sets

## 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.

***Editor’s Note:*** *The following two Articles are for U. T. Austin Projects only. They may be used by other campuses at their option. The CADD As-Built requirement has moved to Additional Services above:*

## 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.

## ***Editor’s Note: For U.T. Austin projects, t****he following Article regarding Space Planning Documents is* ***NOT OPTIONAL****. The campus requires the A/E to provide an electronic copy of the architectural floor plans with correct room names and numbers just prior to Substantial Completion.*

## 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 solid state drives or by other delivery means as determined by the Owner. 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. Architect shall provide data layering proposal for approval, per Article 14.10.
* Provide floor plans in electronic format using the latest version of AutoCAD unless specified otherwise by the Owner. Microstation files or other CAD media shall be required to save to AutoCAD format unless specified otherwise by the Owner. Verify database for correctness prior to delivering data files.

***Editor’s Note:*** *The following Article 15 shall be included in contracts for construction manager at risk project delivery method type only. Delete this entire Article 15 for competitive sealed proposal delivery method. Do not remove, rearrange, or delete the italics shown. Italics indicates new language.*

**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**

*1.1.28 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.*

*1.1.29 The Project Architect shall participate in the development and review of the Construction Managers GMP Proposals. This GMP Proposals 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 Proposals, 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 Proposals. Furthermore, the Project Architect shall participate in the documentation of the Construction Manager’s GMP Proposals so as to adequately understand the contents of the Proposals and ultimately confirm that the Construction Documents, when complete, reflect all qualifications, clarifications and assumptions contained within the GMP Proposals. 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.”*

*1.1.30* ***Design Assist Collaboration.****As part of Basic Services during the development and completion of design and construction documents the Project Architect and its consultants shall work collaboratively through an iterative meeting process with the Owner, Construction Manager and design assist sub-contractors to further enhance the project’s constructability, cost certainty and schedule reliability.*

*The Project Architect and its consultants shall assist the Owner and Construction Manager in the determination of design assist scopes and prepare documents such that the Construction Manager can obtain design-assist subcontractor proposals. The design assist sub-contractor proposals will be based on 100% complete Schematic Design Documents or other documents as appropriate to the scope, scale, and schedule of the project. The Project Architect and its consultants will assist the Owner and Construction Manager with the Construction Manager led development of Request for Design Assist Proposals.  The Project Architect and its consultants will assist the Owner and Construction Manager in review and analysis of the design-assist subcontractor proposals and participate in Construction Manager led interviews of design-assist subcontractors and deliberations thereafter regarding the most qualified proposers.*

*The Project Architect and its consultants shall examine, analyze, and incorporate as appropriate Construction Manager and design assist sub-contractor guidance regarding manufacturers, suppliers, materials, products, equipment, components, systems, assemblies, and resources. Design assist sub-contractors may include but are not limited to structural, building envelope, mechanical, plumbing, electrical, low voltage and building automation systems. The Project Architect and its consultants shall continuously work to refine and coordinate the design and construction documents to address Construction Manager and design assist subcontractor inquiries so targets for cost certainty and schedule reliability are maintained. When instructed by the Owner the Project Architect and its consultants shall issue early procurement construction documents as coordinated with the Construction Manager and design assist subcontractors.*

*Nothing here in supersedes any other provisions of this Agreement, the Project Architect and its consultants are ultimately responsible for design of the Project. The Project Architect nor its consultants shall delegate their design responsibilities to any 3rd party without express written consent of the Owner*

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 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:

***Editor’s Note****: project manager complete this list as appropriate to this agreement. Also edit the front index to align the Exhibits section with the list below after final editing:*

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

Exhibit H Policy on Utilization – Historically Underutilized Businesses

Attachment 1 to Exhibit H – HUB Subcontracting Plan

Exhibit I Not Used

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.]*

**EXHIBITB**

**PROJECT MILESTONE SCHEDULE**

*[EDITOR’S NOTE: If the Owner or Campus does not provide a program that includes a milestone schedule attached with Exhibit A, then provide a milestone schedule here. See the minimum milestone date requirements listed below and add to that list as necessary. The milestone dates may be obtained from Section 2 of the RFQ if the dates are still applicable.]*

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 OPR \_\_\_\_\_\_\_\_**

**Owner Approves Facility Program Phase \_\_\_\_\_\_\_\_**

Selection of the or CM or DB as applicable \_\_\_\_\_\_\_\_\_\_

**Schematic Design Phase**

Authorize A/E Start \_\_\_\_\_\_\_\_\_\_

Submit for Owner Review 50% \_\_\_\_\_\_\_\_\_\_

Joint Review for Owner Comments \_\_\_\_\_\_\_\_\_\_

Submit for Owner Review 100% \_\_\_\_\_\_\_\_\_\_

Joint Review for Owner Comments \_\_\_\_\_\_\_\_\_\_

**Owner** **Approves Schematic Design / Definition Phase \_\_\_\_\_\_\_\_**

**Design Development Phase**

Authorize A/E Start \_\_\_\_\_\_\_\_\_\_

Submit for Owner Review, AE 50% \_\_\_\_\_\_\_\_\_\_

Joint Review for Owner Comments \_\_\_\_\_\_\_\_\_\_

FPCC Meeting Project Submission Deadline \_\_\_\_\_\_\_\_\_\_

Submit for Owner Review, AE 100% \_\_\_\_\_\_\_\_\_\_

THECB Initial Submittal, AE \_\_\_\_\_\_\_\_\_\_

Joint Review for Owner Comments \_\_\_\_\_\_\_\_\_\_

FPCC Meeting Approval \_\_\_\_\_\_\_\_\_\_

Approve TPC & Design Development - BOR/Chancellor \_\_\_\_\_\_\_\_\_\_

**Owner Approves DD Documents \_\_\_\_\_\_\_\_**

**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 75% CD’s for Owner Review \_\_\_\_\_\_\_\_\_\_

Joint Review for Owner Comments \_\_\_\_\_\_\_\_\_\_

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(s) for Construction \_\_\_\_\_\_\_\_**

**Project Substantial Completion(s) \_\_\_\_\_\_\_\_**

THECB Final Submittal (Component) **\_\_\_\_\_\_\_\_**

**Project Final 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

for the period ended

|  |  |
| --- | --- |
| Statement No | 1 |
| for services provided in accordance with A/E Agreement dated | |
| Professional Liability Insurance Policy expiration date: | |

|  |
| --- |
| 1/2/2020 |
| 1/2/2020 |
| 1/2/2020 |

|  |  |
| --- | --- |
| **I. BASIC SERVICES** |  |
| Construction Cost Limitation/Construction Contract Award Sum | |
|  | (Cost Adjustments – Description) |
|  | (Cost Adjustments – Description) |
|  | **Adjusted CCL** |
| Compensation @: | **6%** |

|  |
| --- |
| $ 123,456,789 |
| $ 123,456,789 |
| $ 123,456,789 |
| **$ 246,913,578** |
| **$ 14,814,815** |

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| 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 Owner’s 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 statue.

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

**Reimbursable**

**Date of Travel Item and Comments Receipt Amount Amount**

|  |  |  |  |
| --- | --- | --- | --- |
| DATE CITY CAMPUS | Tickets | $ - | **$ -** |
| Lodging | $ - | **$ -** |
| Gas-Car Rental | $ - | **$ -** |
| Car Rental | $ - | **$ -** |
| Mileage | $ - | **$ -** |
| Parking | $ - | **$ -** |
| Meal | $ - | **$ -** |
| Meal | $ - | **$ -** |
| Meal | $ - | **$ -** |
| Other | $ - | **$ -** |
| DATE CITY CAMPUS | Tickets | $ - | **$ -** |
| Lodging | $ - | **$ -** |
| 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: | | | | | |  | | | | | | | Object Code: | | | |  | |
|  | | | |  | | | | | | | | | | | (mm/dd/yyyy) | | | | | | |  | | | | | | | (Agency Use Only) | | | |  | |
| Contracting Agency/University Name: | | | | | | |  | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Contractor (Company) Name: | | | | |  | | | | | | | | | | | | | | | State of Texas VID #: | | | | | | | |  | | | | | | |
| Point of Contact: | |  | | | | | | | | | | | | | | | | | | Phone #: | | | | |  | | | | | | | | | |
| Reporting Period: | | - Jan. | - Feb. | | | | | - Mar. | - Apr. | | - May | | - Jun. | | | | - Jul. | | - Aug. | | | | - Sept. | | | | - Oct. | | | - Nov. | | | | - Dec. |
| (Check only one Month) | |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 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:**  **Printed Name:** | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | | | | | | | | | | | | **Title:**  **Phone No.** | | | | | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | | | | | | | | | | | **Date:** | | **\_\_\_\_\_\_\_\_\_** | | | |

**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:

### Work Area from Guidelines Lead Responsibility

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**

1. Implement a rigorous constructability program following The University of Texas System, Office of Capital Projects Constructability Manual.
2. Identify and document Project cost and schedule savings (targeted costs are 5% of construction costs).
3. 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**

1. Review the applicable Constructability Manual for constructability program, implementation, and documentation requirements.
2. Establish constructability organization following the Constructability Manual.
3. 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**

1. Attend Project team meetings, review documents, and develop constructability recommendations and documentation following the Constructability Manual.
2. 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**

1. 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.
2. 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**

1. Attend Project team meetings, review documents, and develop constructability recommendations and documentation following the Constructability Manual.
2. 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.
3. Provide follow-up discussions on front-end, high priority concepts.

**2.4.2 Project Team and Constructability Consultant**

1. 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**

1. Attend Project team meetings, review documents, and develop constructability recommendations and documentation following the Constructability Manual.
2. Review plans and specifications developed to date, identifying sub-optimal or potentially problematic design elements.
3. Recommend alternative design suggestions for consideration and document potential savings.
4. Conduct value engineering investigations into selected high-cost design elements.
5. 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**

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

**3.0 Close-out Documentation**

**3.1 Constructability Consultant**

1. Complete all documentation included in the Constructability Manual.

**3.2 Project Team and Constructability Consultant**

1. 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.

## 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:

* 1. Pre-abatement inspection to approve enclosure and authorize abatement to begin.
  2. Conduct a full time or periodic inspection as directed by Certified Industrial Hygienist (CIH).
  3. Collect and analyze area samples (inside and outside) enclosure as directed by CIH.
  4. Conduct a clearance inspection and collect and analyze air, dust and soil samples at conclusion of abatement work to “release” Contractor from that area.

**EXHIBIT H**

**POLICY ON UTILIZATION – HISTORICALLY UNDERUTILIZED BUSINESSES**

**(Exhibit H is included herein by reference)**

**ATTACHMENT 1 TO EXHIBIT H**

**HUB SUBCONTRACTING PLAN**

**EXHIBIT I**

**NOT USED**

**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) Project Manager confirms:

By: HUB opportunities are probable: (check one below)

Name: NO \_\_\_\_\_\_\_

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

(if yes HUB coordinator signature

required below)

HUB Coordinator \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

And/Or (note; as per delegation authority)

OWNER (Program Manager or EDPM) Contract Manager

By: Reviewed as to form:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:

Title:

**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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Contract Manager

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Reviewed as to form:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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 Owner’s 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 0 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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 0 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Building HVAC CFM Requirements \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\* Refer to Page 2 for definitions & lists.

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

0Please 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 Dryvit / EIFS Exposed Precast Concrete Panels

Exposed Cast-in-Place Concrete Face Brick w/ CMU Back-up Face Brick w/ Metal Stud Back-up

Galvanized Steel Siding Glass & Metal Curtain Wall 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 Plaster on w/ Metal or Wood Stud Back-up Porcelain Tile w/ Metal stud Back-up

Stucco on CMU Back-up Tilt-up Concrete Panels 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

Page 2

**EXHIBIT M**

**LIFE SAFETY ENGINEERING CONSULTANT**

**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 |
| 03/03/21 | Addition Article 7.3.1 item .f  Article 14 revisions to Basic and Additional Services scope with descriptions. Article 15, Para 1.1.31, GMP Proposal revised to GMP Proposals.  Addition of Exhibits | *SCN/EMS* |
| 01/04/22 | Revised Article 1.9 Insurance, Addition Article 13.22 Contactor Verification Regarding Discrimination Against Firearm Entities or Trade Associations, 1.1.30 Design Assist Collaboration | *SCN/EMS* |
| 4/5/2021 | Revised 1.9 Insurance Requirements | EMS |
| 05/022/22 | 13.24 Contractor Certification Regarding COVID 19 Vaccination, 14.1.2 added language for BIM Execution Plan, Added 14.1.15 Alternates. 14.4 Added CCL language and A/E Fee Schedule. | *SCN/EMS* |
| 04/17/23 | T.OC. Exhibit G title amendment. Reference / Insertion of Exhibits N, O, P, Q, R, S, T, U. Updated 1.1.15 estimate deliverables outlined in Article 14. Updated 1.3.7. related to THECB submission in lieu of approval. 14.2.4 Haz Mat Abatement - Deleted list of firm names reference, added scope of services to align with Exhibit G. Amended and clarified scope requirements for 14.6, 14.7, 14.8 and 14.11 deliverables. Exhibit B added milestone dates and re-sequenced THECB submission. Exhibit G – Deleted consultant list. Exhibit “I” aligned with spec 01 91 00 and A/E agreement. General replaced “OCP” reference throughout with “Owner” | *SCN/EMS* |
| 10/10/24 | 1.3.5 BOR DD deliverables, 14.4 Fee Schedule | *SCN/EMS* |
| 12/18/24 | 13.25 Exec. Order GA 48 language inserted; Exhibit I deleted | *EMS* |