

South Texas College
Board of Trustees
Facilities Committee
Ann Richards Administration Building, Board Room
Pecan Campus
Thursday January 15, 2015
@ 4:30 PM
McAllen, Texas

"At anytime during the course of this meeting, the Board of Trustees may retire to Executive Session under Texas Government Code 551.071(2) to confer with its legal counsel on any subject matter on this agenda in which the duty of the attorney to the Board of Trustees under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Government Code. Further, at anytime during the course of this meeting, the Board of Trustees may retire to Executive Session to deliberate on any subject slated for discussion at this meeting, as may be permitted under one or more of the exceptions to the Open Meetings Act set forth in Title 5, Subtitle A, Chapter 551, Subchapter D of the Texas Government Code."

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Approval of December 11, 2014 Facilities Committee Meeting Minutes

The Minutes for the Facilities Committee Meeting of December 11, 2014 are presented for Committee approval.

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Board of Trustees
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Pecan Campus
Thursday, December 11th, 2014
@ 4:30 PM
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MINUTES

The Facilities Committee Meeting was held on Thursday, December 11th, 2014 in the Ann Richards Administration Building Board Room at the Pecan Campus in McAllen, Texas. The meeting commenced at 4:47 p.m. with Mr. Gary Gurwitz presiding.

Members present: Mr. Gary Gurwitz, Dr. Alejo Salinas, Jr., Mr. Paul R. Rodriguez, Ms. Rose Benavidez, Mrs. Graciela Farias, and Mr. Jesse Villarreal

Members absent: Mr. Roy de León

Also present: Dr. Shirley A. Reed, Mr. Chuy Ramirez, Mrs. Mary Elizondo, Mrs. Wanda Garza, Dr. David Plummer, Mr. Gerry Rodriguez, Mr. Ali Kolahdouz, Mr. Cody Gregg, Mr. Eli Nguma, Mrs. Marie Evans, Mr. Gilbert Gallegos, Mr. Rolando Garcia, Ms. Diana Bravos, Mr. Paul Hernandez, Mr. Gus Martinez, and Mr. Andrew Fish

Approval of November 13, 2014 Facilities Committee Meeting Minutes

Upon a motion by Dr. Alejo Salinas, Jr. and a second by Mr. Paul R. Rodriguez, the Minutes for the Facilities Committee Meeting of November 13, 2014 were approved as written. The motion carried.

Update on Status of 2013 Bond Construction Program

Mr. Gilbert Gallegos with Broaddus & Associates provided an update on the status of the 2013 Bond Construction Program. This was for the Committee's information and feedback to staff and the construction program management firm, and no action was requested.

Review and Discussion on 2013 Bond Construction Program Management Responsibilities Matrix

This item was on the posted agenda, but was not discussed at the Facilities Committee meeting. No action was taken.

Executive Session:

The South Texas College Board Facilities Committee convened into Executive Session at 4:52 p.m. in accordance with Chapter 551 of the Texas Government Code for the specific purpose provided in:

- Section 551.071, Consultations with Attorney
 - Section. 551.072. Deliberation Regarding Real Property;
1. Discussion and Action as Necessary on Sale of Real Property in Starr County to the State of Texas
 2. Discussion and Action as Necessary Regarding STC vs Chubb Insurance for Hail Damage Claim Settlement
 3. Discussion and Recommend Action as Necessary on Architect Negotiated Contracts and Fees for the 2013 Bond Construction Program Priority Projects

Open Session:

The South Texas College Board Facilities Committee returned to Open Session at 6:15 p.m. No action was taken in Executive Session.

Discussion and Action as Necessary on Sale of Real Property in Starr County to the State of Texas

Discussion and action as necessary on sale of real property in Starr County to the State of Texas will be requested at the December 16, 2014 Board meeting.

Texas Department of Transportation (TxDOT) submitted a proposal, which was received by the College on November 24, 2014, for purchase of land along FM 755 for additional road right of way. This property is not located near the STC Starr County

Campus. The packet included a map showing the location of the land proposed for sale to the State of Texas.

According to the College's delinquent tax attorney, Linebarger Goggan Blair & Sampson, LLP, South Texas College, Starr County, Rio Grande City School District, and the Starr County Hospital District have interest in this property due to a bankruptcy court decision. TxDOT offered \$23,300 for the purchase of the 6.657 acre property. This dollar amount would be divided amongst the taxing entities on a prorated basis. The value offered per acre was approximately \$3,500. According to Linebarger Goggan Blair & Sampson, LLP, the recorded value as of 2004 of the entire property of 67 acres is \$70,000, or \$1,045 for an acre.

For this type of proposed purchase from TxDOT, STC had thirty (30) days to respond and/or begin negotiations or the proposed purchase price would become final. The deadline to respond to this proposal was December 24, 2014. Therefore staff recommended that the Board authorize the President and legal counsel to respond prior to the deadline in order to secure an opportunity for future negotiations.

South Texas College's Legal Council reviewed this item with the Committee.

Mr. Gustavo Martinez from Linebarger Goggan Blair & Sampson, LLP also attended the meeting to address any questions as needed.

Upon a motion by Mr. Gary Gurwitz and a second by Dr. Alejo Salinas, Jr., the Facilities Committee recommended Board approval to authorize the President and Legal Counsel to begin negotiations as necessary with TxDOT to determine a fair and equitable price for the property as presented. The motion carried.

Discussion and Action as Necessary Regarding STC vs Chubb Insurance for Hail Damage Claim Settlement

The Facilities Committee was asked to discuss with legal counsel and recommend action as necessary regarding legal settlement with Chubb Insurance for Hail Storm Damage insurance claim. Any recommended action would be presented for consideration by the South Texas College Board of Trustees at the Tuesday, December 16, 2014 Regular Board Meeting.

Upon a motion by Mr. Gary Gurwitz and a second by Ms. Rose Benavidez, the Facilities Committee recommended Board approval and authorization for Legal Counsel to retain the services of a construction cost estimator on behalf of South Texas College in this hail damage claim. The motion carried.

Discussion and Recommend Action as Necessary on Architect Negotiated Contracts and Fees for the 2013 Bond Construction Program Priority Projects

Approval of architect contracts and fees for the design of the 2013 Bond Construction Program four priority projects will be requested at the December 16, 2014 Board Meeting.

Broaddus & Associates' staff completed contract and fee negotiations with each architect firm selected for the following priority projects.

Project	Architect
Pecan Campus STEM Building	Boultinghouse-Simpson-Gates Architects
Mid Valley Campus Health Professions and Science Building	ROFA Architects
Starr County Campus Health Professions and Science Building	Mata-Garcia Architects
Nursing & Allied Health Campus Expansion	ERO Architects

Mr. Gilbert Gallegos from Broaddus & Associates presented proposed fees for each architectural firm selected for the four priority projects. The initial fees presented were provided in the packet for the Committee's review.

The Committee reviewed the proposed fees, and recommended Board approval of the fees negotiated with Boultinghouse-Simpson-Gates Architects for the Pecan Campus STEM Building project and with Mata-Garcia Architects for the Starr County Campus Health Professions and Science Building project. Both firms' fees were negotiated at 6.118% of the estimated construction cost.

The Committee rejected the fees presented for ERO Architects on the Nursing & Allied Health Campus Expansion project and for ROFA Architects on the Mid Valley Campus Health Professions and Science Building project. The Committee instructed Broaddus & Associates to return to those two firms with a counter-offer of 5.650% with ROFA Architects and 5.500% with ERO Architects, and to bring the firms' responses to the Board on Tuesday, December 16, 2014.

Upon a motion by Mr. Paul R. Rodriguez and a second by Dr. Alejo Salinas, Jr., the Facilities Committee recommended Board approval of the following architectural services fees, contingent upon acceptance by the firms and Board approval of the architectural services contract:

Project	Architect	Committee Recommended Fee*
Pecan Campus STEM Building	Boultinghouse-Simpson-Gates Architects	6.118 %
Mid Valley Campus Health Professions and Science Building	ROFA Architects	5.650 %
Starr County Campus Health Professions and Science Building	Mata-Garcia Architects	6.118 %
Nursing & Allied Health Campus Expansion	ERO Architects	5.500 %

The motion carried.

Review and Recommend Action on Construction Manager-At-Risk Standard Construction Contract for the 2013 Bond Construction Program

Approval of the Construction Manager-at-Risk Standard construction contract for the 2013 Bond Construction Program was scheduled for the December 16, 2014 Regular Board Meeting.

Due to concerns about previous items, the Committee decided to skip this item altogether. No formal action was taken, and staff was advised that this agenda item would not be ready for Board action for the December 16, 2014 Regular Board Meeting.

Review and Recommend Action on Request for Proposals Publication and Solicitation for Construction Manager-At-Risk Construction Services for the 2013 Bond Construction Program

Approval of the Request for Proposals (RFP) Publication and Solicitation for Construction Manager-at-Risk (CMR) construction services for the 2013 Bond Construction Program was scheduled for the December 16, 2014 Regular Board Meeting.

Due to the concerns regarding the proposed draft contract and the potential for the contract revisions to affect the solicitation for proposals, the Committee took no formal

action and asked that this item not be presented for Board action pending further Committee review of contract language.

Review and Recommend Action on Additional Services with Broaddus & Associates for Information Technology/Audio Visual Consultant Services for the 2013 Bond Construction Program

Approval of Additional Services with Broaddus & Associates for Information Technology/Audio Visual consultant services provided by WJHW, Inc. will be requested at the December 16, 2014 Board meeting.

IT/AV consultant services are typically approved under the project architect's contract as an additional service and is an option available to STC. For the Bond Construction Program, including seven architect firms, this could result in each project architect firm providing different IT/AV consultant and the possibility of systems variations from building to building.

STC's IT and AV staff reviewed the proposed scope of IT/AV related design work to be included in the Bond Program and recommends that these consultant services be provided through a single source rather than through each project architect. Having a single source would allow staff to develop equitable systems designs from building to building at a lower cost. This method of design was used in the 2001 Bond Construction Program and provided good results. Below are some of the advantages of having a single source for IT/AV consultant services:

- Consistency in systems development and design
- Consistency in systems plans and specifications
- Reduced consultant fees due to larger volume contract
- Efficiency in design process while working with STC staff
- Quality control in use and implementation of STC systems standards
- Quality control in updating STC systems standards
- Efficient STC staff time and effort during design, construction phase, and future operations

The proposal developed by WJHW, Inc. and submitted by Broaddus & Associates includes the following consultant and design services:

- Review and confirm communication systems standards
- Design Audio Visual Systems
- Design Structured Cabling Systems
- Design Video Surveillance and Access Control
- Coordinate with Program Manager and STC staff during design and construction phases

- Coordinate with each architect to develop plans and specifications for each building project

The collaboration of South Texas College technology staff with a single source of IT/AV solutions, WJHJ, Inc., would increase the likelihood that proposed solutions would be congruent with the strategic directions and goals set by the College for service excellence and scalability. Additionally, the College would benefit during the design and construction phases by having a centralized, accountable point of contact and standardization across multiple construction projects, effectively reducing total cost of ownership in the long-term.

A copy of the proposal submitted by Broaddus & Associates in the amount of \$637,500 and supporting documentation from consultant WJHW, Inc. was provided in the packet. Also included was a breakdown showing the dollar amounts proposed during the negotiations of these services. The proposed fee included a 4 percent coordination fee for Broaddus & Associates. Broaddus & Associates staff was asked to estimate the cost of the IT/AV consultant design services if they were provided by each architect and the cost was estimated at \$701,340.00 plus reimbursable expenses.

Broaddus & Associates representatives and STC staff attended the December 11, 2014 Board Facilities Committee meeting to address questions by the committee related to this recommendation.

The Committee expressed concern regarding the additional costs identified, and the role of Broaddus & Associates, acting as Construction Program Manager and also requesting additional fees to manage the IT/AV Consultant services in addition to the previously approved contract.

Mr. Gilbert Gallegos agreed to waive the proposed 4% coordination fee in response, offering to assume the responsibility and liability for Broaddus & Associates to coordinate with any contracted IT/AV Consultant.

The Committee also expressed concern with the provision for travel reimbursement, set at a "not-to-exceed" threshold of \$67,500 and without itemized justification of that amount. Staff agreed to coordinate with the proposed vendor and bring their justification to the Board for review.

Upon a motion by Mr. Gary Gurwitz and a second by Mr. Jesse Villarreal, the Facilities Committee recommended Board approval of the additional services with Broaddus & Associates in the amount of \$617,500 for Information Technology/Audio Visual consultant services provided by WJHW, Inc. for the 2013 Bond Construction Program as presented. This total reflected the initial proposal, less the 4% coordination fee originally included by Broaddus & Associates. The motion carried.

Review and Recommend Action on Contracting Mechanical, Electrical, and Plumbing (MEP) Design Services for Pecan Campus Sports Field Lighting

Approval to contract mechanical, electrical, and plumbing (MEP) engineering design services for the Pecan Campus Sports Field Lighting project will be requested at the December 16, 2014 Board meeting.

Since 2009, the sports field located on the north side of the Pecan Campus operated after dark by use of rented lights and generators. As the demand for evening activities increases, the cost of the rental equipment also increased to approximately \$8,700 per year. The cost of the rental equipment reached the point where it was economically beneficial to install permanent sports field lighting.

The three MEP engineering firms listed below were previously approved by the Board for one year to provide professional services as needed for projects under \$300,000.00.

1. DBR Engineering Consultants, Inc.
2. Half Associates, Inc.
3. Sigma HN Engineers, PLLC

Since this list of MEP firms was approved at the June 26, 2014 Board meeting, firms have been awarded projects on a rotational basis for on-call services. The next recommendation firm based on this rotation was DBR Engineering to provide these services.

Funds were budgeted in the FY 2014-2015 construction budget for design and construction of these improvements, with final amount to be negotiated.

Project Budget		
Budget Components	Available Funds	Estimated Cost
Design	\$30,000	Actual design fees are estimated between \$15,000 and \$18,000 and will be finalized during contract negotiations.
Construction	\$200,000	Actual cost will be determined after the solicitation of construction proposals.

The Facilities Committee asked Legal Counsel for clarification whether the recommendation based on a rotational basis was legally sufficient. The concern had been raised that the Board must approve the most highly qualified firm for a specific project.

Legal Counsel opined that there was some ambiguity, but that the College's RFQ process to establish and maintain the "on-call" was generally sufficient and the Board's use of the on-call list was justifiable under the law, although he agreed that Board should take care to select the most highly qualified firm from the on-call list for each specific project assignment, based upon staff review of the firms' qualifications.

Upon a motion by Mr. Paul R. Rodriguez and a second by Mrs. Graciela Farias, the Facilities Committee recommended Board approval to contract Mechanical, Electrical, and Plumbing (MEP) engineering design services with DBR Engineering for the Pecan Campus Sports Field Lighting project as presented. The motion carried.

Review and Recommend Action on Contracting Construction Services for the Nursing & Allied Health Campus North Parking Lot Expansion and Entry Drive

Approval to contract construction services for the Nursing & Allied Health Campus North Parking Lot Expansion and Entry Drive project will be requested at the December 16, 2014 Board meeting.

This parking lot expansion project began as a proposed expansion to an existing parking lot on the east side of campus as identified on the campus master plan. Because of the construction of the new City water tower and installation of portable buildings in the proposed expansion area, the additional parking lot was relocated to the west side of the water tower. This relocation required that a portion of a drive included in the master plan be constructed in order to access the new parking area. Funding for this portion of the new drive was intended to come from the 2013 Bond proceeds. Therefore, it was recommended that a portion of this project including the area of the new drive be funded through Bond funds and the parking expansion be funded through non-bond funds. The packet included a map showing the two areas of this site improvement project.

funds for this parking expansion project at the Nursing & Allied Health Campus were included in the FY 2014-2015 construction budget and Bond Funds. It was proposed that the parking expansion and new drive be funded using both sources. Constructing the proposed portion of a new drive would allow for adequate access to the new parking area. The remaining drive would be constructed as part of the remaining Bond construction work planned for this campus.

Perez Consulting Engineers assisted STC staff in preparing and issuing the necessary plans and specifications for the solicitation of competitive sealed proposals. Solicitation of competitive sealed proposals for this project began on October 16, 2014. A total of six (6) sets of construction documents were issued to general contractors, sub-contractors, and suppliers and a total of six (6) proposals were received on October 31, 2014.

Timeline for Solicitation of Competitive Sealed Proposals	
October 16, 2014	Solicitation of competitive sealed proposals began.
October 31, 2014	Six (6) proposals were received.

Staff evaluated these proposals and provided the Committee with a proposal summary. It was recommended that the top ranked contractor be recommended for Board approval.

Funds have been budgeted in the FY 2014-2015 Construction budgets for this project.

Source of Funding	Available Funds	Highest Ranked Proposal
Non-Bond Construction	\$540,000	\$442,266.20
Bond Construction	\$200,000	\$213,279.60

Mr. Gary Gurwitz abstained from the discussion and action on this item.

Upon a motion by Mr. Paul R. Rodriguez and a second by Mrs. Graciela Farias, the Facilities Committee recommended Board approval to contract construction services with Texas Cordia Construction, LLC in the amount of \$655,545.80 for the Nursing & Allied Health Campus North Parking Lot Expansion and Entry Drive project as presented. The motion carried.

Review and Recommend Action on Contracting Construction Services for the Starr County Campus Buildings A and B Re-Carpeting

Approval to select a contractor for the Starr County Campus Buildings A and B Re-Carpeting project will be requested at the December 16, 2014 Board meeting.

Carpeting in some areas of these buildings was over fifteen years old and needed replacement. Staff proposed replacing the carpet with carpet tile which was the current STC standard due to its higher quality and reduced maintenance.

STC staff issued the necessary plans and specifications for the solicitation of competitive sealed proposals. Solicitation of competitive sealed proposals for this project began on November 3, 2014. A total of nine (9) sets of construction documents were issued to general contractors, sub-contractors, and suppliers and a total of five (5) proposals were received on November 18, 2014.

Timeline for Solicitation of Competitive Sealed Proposals	
November 3, 2014	Solicitation of competitive sealed proposals. Nine (9) sets of construction documents were issued.
November 18, 2014	Five (5) proposals were received.

Staff evaluated these proposals and prepared a proposal summary, which was included in the packet. It was recommended that the top ranked contractor be recommended for Board approval.

Funds were available in the FY2014-2015 Renewals and Replacements budget for this project.

Source of Funding	Amount Budgeted	Highest Ranked Proposal
Renewals & Replacements	\$30,000	\$22,196

Upon a motion by Mr. Paul R. Rodriguez and a second by Dr. Alejo Salinas, Jr., the Facilities Committee recommended Board approval to contract construction services with W.F. Imhoff Co., Inc. dba/Intertech Flooring in the amount of \$22,196 for the Starr County Campus Buildings A and B Re-Carpeting project as presented. The motion carried.

Review and Recommend Action on Substantial Completion of the Pecan Plaza Renovation for Continuing Education Additional Classrooms and Cashiering Space

Approval of substantial completion for the Pecan Plaza Renovation for Continuing Education Additional Classrooms and Cashiering Space project will be requested at the December 16, 2014 Board meeting.

Architects with Boultinghouse Simpson Gates Architects and STC staff visited the site and developed a construction punch list. As a result of this site visit and observation of the completed work, a Certificate of Substantial Completion for the project was certified on November 14, 2014. Substantial Completion was accomplished within the time allowed in the Owner/Contractor agreement for this project. A copy of the Substantial Completion Certificate was included in the packet.

Alpha Building Corporation would continue working on the punch list items identified and would have thirty (30) days to complete before final completion can be recommended for approval. It was anticipated that final acceptance of this project would be recommended for approval at the January 2015 Board meeting.

Upon a motion by Mrs. Graciela Farias and a second by Mr. Jesse Villarreal, the Facilities Committee recommended Board approval of the substantial completion of the Pecan Plaza Renovation for Continuing Education Additional Classrooms and Cashiering Space project as presented. The motion carried.

Update on Status of Non-Bond Construction Projects

The Facilities Planning & Construction staff prepared the attached design and construction update. This update summarized the status of each capital improvement project currently in progress. Gerry Rodriguez will be present to respond to questions and address concerns of the committee.

Adjournment

There being no further business to discuss, the Facilities Committee Meeting of the South Texas College Board of Trustees adjourned at 7:56 p.m.

I certify that the foregoing are the true and correct minutes of the December 11th, 2014 Facilities Committee Meeting of the South Texas College Board of Trustees.

Mr. Gary Gurwitz, Chair

Review and Action as Necessary on Master Schedule for the 2013 Bond Construction Program

Approval of the updated 2013 Bond Construction Program master schedule will be requested at the January 27, 2015 Board meeting.

A representative from Broaddus & Associates will be present to provide an update on the master schedule for the 2013 Bond Construction Program. It is anticipated that the schedule will require future updates as contracts are finalized with architects, engineers and contractors.

With confirmation that the maintenance and operations tax rollback will not take effect, a single master schedule has been updated by Broaddus & Associates to identify the recommended path forward. Attached is a copy of the schedule listing all construction projects included in the Bond program. This schedule is presented for review and action as necessary by the Board Facilities Committee.

It is requested that the Facilities Committee recommend for Board approval at the January 27, 2015 Board meeting, the updated 2013 Bond Construction Program master schedule as presented.

Discussion and Recommend Action as Necessary on Standard Architect Contract for the 2013 Bond Construction Program

Approval of the standard architect contract for the 2013 Bond Construction Program will be requested at the January 27, 2015 Board meeting.

Broaddus & Associates has recommended to STC staff and STC legal counsel a proposed architect contract for STC's 2013 Bond Construction Program, when the Construction Manager-at-Risk construction procurement method is used. The recommended contract was presented for review by the Board Facilities Committee in December 2014 and the Committee requested that legal counsel review and has revised various portions of the contract language. Attached is a copy of the recommended contract including legal counsel's revisions.

Legal counsel and Broaddus & Associates recommend approval to proceed with the architect's revised contract. Legal counsel and a representative from Broaddus & Associates will be present at the January 15, 2015 Board Facilities Committee meeting to review the revised contract and address questions by the Committee.

It is requested that the Facilities Committee recommend for Board approval at the January 27, 2015 Board meeting, the standard architect contract for the 2013 Bond Construction Program as presented.

OWNER / ARCHITECT AGREEMENT



**SOUTH TEXAS
COLLEGE**

McAllen, Texas

DRAFT

January 2015

**CONTRACT AGREEMENT BETWEEN
OWNER AND ARCHITECT**

**STATE OF TEXAS
COUNTY OF HIDALGO**

PART I. PARTIES

This Agreement for Architect Services is made on the XXst day of XXXXXXX of 2014 between The South Texas College (Owner) and XXXXX Architects, Inc. (Architect)

The following Exhibits are incorporated herein as part of this contract:

Exhibit "A"	Scope and Construction Cost Limitation
Exhibit "B"	Architects and Consultant project team personnel and responsibility diagram
Exhibit "C".	Project Schedule
Exhibit "D"	Drawing and submittal requirements for each phase
Exhibit "E"	STC Ethics Policy
Exhibit "F"	Facilities Programs
Exhibit "G"	AE Statement Template
Exhibit "H"	Additional Service Proposal Form
Exhibit "I"	Architect Project Team Hourly Rates
Exhibit "J"	Conflict of Interest Form

Owner engages the Architect to perform professional Architect and Engineering services in connection with the project as set forth in this Agreement and the Owner agrees to pay the Architect for such services a fee in accordance with the terms and conditions hereinafter stated.

PART II. TERMS AND CONDITIONS, as defined in Articles 1-20 herein.

**ARTICLE 1
REPRESENTATIONS**

- 1.1 Legal Authority. Architect represents that the Architect has the requisite authority to enter into and perform its obligations under this Agreement. Upon execution hereof, the Architect shall submit a notarized affidavit sworn to by an authorized officer or agent of the Architect avowing that the Architect is not in violation of any laws material to its ability to perform its obligations under this Agreement.
- 1.2 Architect's Professional Qualifications.
- a. The Architect represents that it is duly licensed under the laws of the State of Texas to undertake its obligations hereunder.
 - b. Notwithstanding anything to the contrary contained in this Agreement, Owner and Architect agree and acknowledge that Owner is entering into this Agreement in reliance on Architect's special and unique abilities with respect to performing Architect's services, duties, and obligations under this Agreement ("Architect's Services"). Architect accepts the relationship established between Architect and Owner and will strive to use Architect's appropriate efforts, skill, judgment, and abilities in performing Architect's Services. Architect shall perform Architect's Services (i) in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession for those architectural firms currently practicing under similar circumstances or similar locality and (ii) in compliance with all applicable federal, state, and municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. The Architect covenants that there are no obligations, commitments, or

impediments of any kind that will limit or prevent performance of Architect's Services.

- 1.2.1 Engineer's Qualifications. In performing its obligations under this Contract, the Architect shall engage or cause to employ the services of one or more individual(s) licensed to practice engineering under the laws of the state of Texas, as set forth in The Texas Engineering Practice Act, Article 3271a, Vernon's Texas Civil Statutes (the "Engineer"). Regardless of the legal relationship between the Architect and the Engineer, at all times herein, the Engineer shall also have an independent legal duty to the Owner with respect to the respective engineer design functions set out in the Architect's contract. The Engineer's duty shall include separate errors and omissions coverage as set forth in Article 19 hereof.
- 1.2.2 Certification to Owner. Prior to issuance of the Owner's Notice to Proceed to the Architect, the Architect shall have employed, and Owner shall have approved the services of Architect's Engineers as set out in Architect's written engagement of Engineers. In this regard, the Architect shall:
- a. provide the Owner with written evidence of the Architect's and Engineer's qualifications to perform the design services required under this Contract;
 - b. certify to the Owner that the Architect and Engineers that are to be members of its team are being selected based on demonstrated competence and qualifications; and
 - c. tender to Owner the Architect's and Engineer's errors and omission insurance policies.
- 1.3 Design Service Representations.
- 1.3.1 The Architect shall exercise usual and customary professional care in the performance of its service hereunder to the end that the final design recommended by Architect and accepted by the Owner shall be sufficient for construction of the Project, and that the Project can be constructed as designed and as shown in the plans and specifications and will be fit for the purposes for which it is intended. Approval by the Owner of any of the Architect's plans, drawings, specifications, documents, or other Work performed under this Agreement shall not relieve the Architect of responsibility for design, coordination with sub consultant engineers, or the workability of the details. The Project design, plans, and specifications shall incorporate the requirements approved by the Owner at the various design phases and shall comply with the requirements of applicable laws including, but not limited to, the Americans with Disabilities Act, local building codes, local ordinances, local health department standards, fire department standards, rules and regulations including, but not limited to, fire safety regulations and elevator regulations, electrical, mechanical, plumbing, structural, and all other laws or regulations applicable to the design and construction of the Project.
- 1.3.2 Standard of Care. Service provided by the Architect under this agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances or similar locality.
- 1.3.3 Separate Agreements. Architect acknowledges that Owner has entered into separate agreements with other Consultants, including but not limited to a Construction Program Manager who will be Owner's Representative during design and construction of the Project. Architect agrees with the Owner to be bound by the Project Schedule, incorporated herein by reference. In this regard, Architect shall devote such time and in-house personnel and resources as reasonably necessary to perform Architect's services hereunder and comply with the Owner's Project Schedule attached hereto as Exhibit "C". The Owner reserves exclusively to itself the discretion to alter the overall Project Schedule, Architect's services and deliverables are intended solely for the Owner on the Project and are not intended to create any third party rights or benefits or for any other purpose.

ARTICLE 2 ARCHITECT RESPONSIBILITIES

2.1 Architect Services

- 2.1.1 Architect's services consist of those services specifically required to be performed by the Architect under other provisions of this contract, services performed by Architect's Consulting Engineers, and related usual and customary services necessary and reasonably inferable to complete the Project and each phase of the Project. Architect's basic services include the following: structural, mechanical and electrical engineering necessary to carry out Architect's Basic Services in addition to the services included in paragraph 1.3 Design Service Representations; coordination of all landscape, civil, audio/visual, acoustical, technology and communication systems, any specialty consultants approved and contracted by the Owner.
- 2.1.2 The Architect will receive from Owner the documents and information contained in Exhibit "A" through "F", including a Preliminary Project Cost Estimate supporting the Construction Cost Limitation established for the Project. The Architect shall review those documents to understand the objectives of the Project and shall work with Owner to arrive at a mutual understanding of such objectives. The Architect will conduct its activities related to the Project so as to achieve project objectives as reflected in the contract documents.
- 2.1.3 The services covered by this agreement are subject to the time limitations as set forth in the Project Schedule attached hereto as Exhibit "C".
- 2.1.4 Design of the Project shall commence immediately from the date the Architect receives a written Notice to Proceed from the Owner. A Notice to Proceed for each phase shall be required. The Architect shall proceed in accordance with the mutually agreed upon Project Schedule. Architect shall complete the work in accordance with the Project Schedule requirements. It is understood the Architect shall be provided sufficient time to employ sound professional practices. Upon request, Architect shall be allowed reasonable extensions of time.
- 2.1.5 Prior to beginning the Architect Services for the Project, Architect shall submit for the Owner's review a schedule for the performance of the Architect's services consistent with the Project Schedule which shall include allowances for periods of time required for the Owner's review and for approval of submissions by governmental authorities having jurisdiction over the Project.
- 2.1.6 The Architect shall be liable for its negligent acts and omissions, and for the negligent acts and omissions of anyone directly employed or engaged by the Architect, including Architect's Consulting Engineers, or anyone acting under Architect, including for all damages and losses proximately caused as a result of its negligent acts or omissions. Architect shall not be responsible (financially or otherwise) for the performance, lapses, acts, errors or omissions of any person or entity not under its control, including but not limited to owner, owners other consultants and representatives, building officials or contractors/subcontractors
- 2.1.7 The Owner intends to employ a Construction Manager at Risk (CM@R) to provide pre-construction services and to perform all of the construction work required by the Project. The Architect will work collaboratively with the Owner, the Owner's Construction Program Manager ("CPM") and CM@R to fulfill the objectives of the Project.
- 2.1.8 The Architect and the CPM shall participate in the development and review of the CM@R's Guaranteed Maximum Price (GMP) proposal. This GMP Proposal will include the qualifications, assumptions, exclusions, value engineering and all other requirements identified by Owner to the CM@R. Furthermore, the Architect and the CPM shall participate in the documentation of the CM@R's GMP Proposal so as to adequately understand the contents of the GMP Proposal and ultimately confirm that the Construction Documents, when complete, reflect necessary qualifications, clarifications and assumptions contained within the GMP Proposal. Following Owner's Approval of the GMP proposal, the Architect shall be responsible for developing the Construction Documents, consisting of plans and specifications, and any other needed materials, and setting forth in detail requirements embodied in the approved GMP proposal.
- 2.1.9 The Owner has employed a Construction Program Manager ("CPM") to perform most of the responsibilities required of the Owner under this Agreement. The Architect will work collaboratively with the CPM to facilitate

the CPM's fulfillment of delegated Owner responsibilities and to fulfill the objectives of the Project.

- 2.1.10 Upon Architect's request, Owner will provide Architect with an executed version of the Owner's contracts with the CM@R. Nothing in the CM@R Agreement shall confer direct responsibility on the CM@R for the Architect's services, nor shall anything contained therein diminish Architect's responsibility for its services as set forth in this Agreement, or impose on Architect responsibility for means and methods of construction.
- 2.1.11 The CM@R will provide GMP Proposal to the Owner on the same submittal schedule dates as those required of the Architect. The Architect shall be required to confer with the Owner and the CM@R to reconcile any material differences between the two estimates. These estimate reconciliation efforts are considered a part of Architect's Basic Services and will not be considered as Additional Services. The level of detail of this estimate shall follow the Construction Specifications Institute (CSI) format. Such estimates shall be submitted with plans and specifications when submitted for review at the completion of the Schematic Design phase, Design Development phase, and at each of the stages of completion of the Construction Documents as described in paragraph 3.6. Should any Construction Cost Estimate indicate a cost which exceeds the Construction Cost Limitation, the Owner will determine whether to increase the Construction Cost Limitation, or require the Architect to revise the Project scope or quality to bring the estimated cost within the Construction Cost Limitation at no additional cost to Owner. Reductions in Project scope or quality shall be subject to Owner's review and approval. Should any Construction Cost Estimate indicate a cost which is below the Construction Cost Limitation, the Owner and Architect shall mutually agree on any changes to the Project scope, quality or to the Construction Cost Limitation. The CM@R shall provide the GMP Proposal to the Owner on the same submittal schedule dates as those required of the Architect. The Architect shall be required to confer with the Owner and the CM@R to reconcile any material differences between the two estimates. These estimate reconciliation efforts are considered a part of Architect's Basic Services and will not be considered as Additional Services.
- 2.1.12 The Architect shall submit document deliverables to the Owner for review at completion of the Schematic Design and Design Development phases and at the 30%, 60% and 95% stages of completion of the Construction Documents. The Architect shall incorporate into the documents such corrections and amendments resulting from Owners reviews, unless the Architect has objected in writing and has received the Owner's consent not to make the incorporation to which the Architect objects. If costs are incurred at a later date due to a failure to incorporate written requested corrections and amendments, the added design costs shall be at the Architect's sole expense.
- 2.1.13 NOT USED
- 2.1.14 Architect shall advise Owner of anything in drawings, plans, sketches, instructions, information, requirements, procedures, requests in writing for action, and other data supplied to Architect (by Owner or any other party) which Architect regards in Architect's professional opinion as unsuitable, improper, or inaccurate in connection with the purposes for which such documents or data are furnished.
- 2.1.15 Architect's duties as set forth herein shall not be diminished by reason of any approval or acceptance by Owner, nor shall Architect be released from liability by reason of such approval by Owner, it being understood that Owner is relying upon Architect's skill and knowledge in performing Architect's services. Owner shall have the right to reject any portion of Architect's Services on the Project because of any fault or defect in the Project due to the plans, drawings and specifications, and other materials prepared by Architect, and prompt notice of any such rejection shall be given by Owner to Architect. Architect shall forthwith perform, without any additional cost or expense to Owner, design services as are required to correct or remedy any act, error, or omission directly attributable to the plans, drawings, and specifications and other materials of Architect, or in connection with the Architect's Services, or the services of Architect's Consultants or other persons employed by Architect, in the performance of any of the provisions of this Agreement. Should the Architect refuse or neglect to correct or remedy such defects within a reasonable time after receiving notice requesting such correction or remedy, then Owner shall be entitled to effect such correction or remedy itself at the expense of Architect, and Architect shall reimburse Owner upon demand for all expenses incurred by Owner to effect such correction or remedy. This commitment by Architect is in addition to, and not in substitution for, any other remedy for defective services that Owner may have at law or in equity, or both. Architects services shall be limited to those

expressly identified in this agreement and shall not include any other services or deliverables.

- 2.1.16 In view of the services to be performed by Architect, Architect shall devote such time and in-house personnel as may be required to perform Architect's services hereunder. Unless and until Owner grants its prior written approval to any substitution, or requests any substitution, Architect's Senior Principal responsible for completing the Architect's services shall be as listed on **Exhibit B** attached hereto and incorporated herein. The day-to-day Project team will be led by the person or persons as listed on **Exhibit B** attached hereto and incorporated herein, unless otherwise directed by Owner or prevented by factors beyond the control of Architect. The Senior Principal shall act on behalf of Architect with respect to all phases of Architect's Services and shall be available as required for the benefit of the Project and Owner.

ARTICLE 3 BASIC SERVICES

- 3.1 The Architect's Basic Services consist of the following five phases: (1) Schematic Design and Master Planning Phase; (2) Design Development Phase; (3) Construction Documents Phase; (4) Bidding or Negotiation Phase; and (5) Construction Phase-Administration of the Construction Contract. Basic Services shall include structural, mechanical, electrical and consulting engineering services including all building information modeling ("BIM") coordination between disciplines. Architect is responsible for coordinating all civil engineering, and data design consultants. The Architect shall provide all record drawing drawings on CADD and interior design (finish color, selection and furniture layouts) and any other services included in this Article as part of Basic Services. **See Article 5 Other services for additional services considered part of Basic Services**
- 3.2 Prior to proceeding with any of the phases of services set out herein, the Architect must receive written notice to proceed from the Owner. The Architect and its Consultants shall not proceed beyond a phase of design authorized by the Owner, except at the Architect's and Consultants' own financial risk. The Owner may, at its sole discretion, choose not to issue a Notice to Proceed for any particular phase, subject to Architect's right of termination for Owner's abandonment of the project.
- 3.3 Architect shall correct, without any additional cost or expense to Owner, any error or omission in Contract Documents. This obligation of the Architect is in addition to, and not in substitution for, any other remedy which Owner may have.
- 3.4 Schematic Design and Master Planning Phase
- 3.4.1 Based on Owner's Program, Construction Cost Limitation and Project Schedule, the Architect shall prepare sufficient alternative approaches to design and construction of the Project to satisfy Owner's requirements. The Architect shall review the understanding of such requirements with Owner, the CPM and CM@R, and shall, at completion of this phase, submit Schematic Design Documents in accordance with Owner's Minimum Design Guidelines and any additional requirements set forth in this Agreement. Upon submission of the Schematic Design documents, the Architect shall review design and construction alternatives with the Owner, the CPM and the CM@R at the Project site. The Architect shall incorporate the alternatives selected by the Owner, especially those regarding aesthetic design issues.
- 3.4.2 The Architect shall furnish and deliver to the Owner four complete printed sets of Schematic Design documents. The Architect shall provide the CM@R with copies of the Architect's documents at the CM@R's expense to assist the CM@R in fulfilling its responsibilities to the Owner.
- 3.4.3 The Architect and the CPM shall work collaboratively to review and assist in the preparation of a construction cost estimate as described in paragraph 2.1.12 to confirm adherence to the Construction Cost Limitation and present same with the completed Schematic Design Documents. The Architect shall review the CPM's construction cost estimate in comparison with the construction cost estimate prepared by the CM@R, and shall assist the CPM in reconciling any differences between the two construction cost estimates in coordination with the CM@R. If the Architect is unable to reconcile all differences between the two construction cost estimates with the CM@R, then the Architect shall assist the CPM in provide a detailed explanation of the differences to the Owner.

- 3.4.4 Before proceeding into the Design Development Phase, the Architect shall obtain Owner's written acceptance of the Schematic Design Documents.
- 3.4.5 The Architect shall participate in a final review of the Schematic Design Documents with the Owner and CM@R at the Project location or other location in the Hidalgo County specified by Owner. The Architect shall present the schematic design drawings and designs at a Facilities Committee and STC Board of Trustee ("Board") meeting which will be held in McAllen, Texas. Prior to the Board's approval of the Schematic Design Documents, the Architect shall incorporate such changes as are necessary to satisfy the Owner's review comments.
- 3.4.6 The Architect shall prepare presentation materials as defined in Owner's Design Guidelines at completion of Schematic Design and if so requested shall present same for approval to the Board at a regular or special Board meeting. 3D modeling of the schematics design approved by the Owner is required under Basic Services.

3.5 Design Development Phase

- 3.5.1 Based on the approved Schematic Design Documents and any adjustments to the Program or Construction Cost Limitation authorized by the Owner, the Architect shall prepare, for approval by the Owner and review by the CM@R, 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 this Agreement. The Architect shall review the Design Development Documents with the Owner, the CPM and CM@R as they are being prepared at intervals appropriate to the progress of the Project and incorporate Owner's comments in the documents. Such reviews will take place at the Project location or other location in the Hidalgo County specified the Owner.
- 3.5.2 The Architect shall furnish and deliver to the Owner four complete printed sets of Design Development documents and specifications. The Architect shall provide the CM@R with copies of the Architect's documents at the CM@R's expense to assist the CM@R in fulfilling its responsibilities to the Owner.
- 3.5.3 The Architect shall assist in the review and preparation of a detailed Construction Cost Estimate that will be prepared by the CPM at milestones described in paragraph 2.1.12 in order to confirm adherence to the Construction Cost Limitation. The Architect shall review the CPM Construction Cost Estimate in comparison with the Construction Cost Estimate prepared by the CM@R, and shall assist in reconciling any differences between the two construction cost estimates. If the Architect is unable to reconcile all differences between the two construction cost estimates with the CM@R, the Architect shall provide a detailed explanation of the differences to the Owner.
- 3.5.4 Before proceeding into the Construction Document Phase, the Architect shall obtain Owner's written acceptance of the Design Development documents and approval of the mutually established Construction Cost Limitation.
- 3.5.5 The 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. More detailed and finalized furniture layout and development can be provided to the Owner as an Additional Service. Furniture selection and lists by Owner.
- 3.5.6 The Architect shall participate in a final review of the Design Development Documents with the Owner and CM@R at the Project site. Prior to the Owner's approval of the Design Development Documents, the Architect shall incorporate such changes as are necessary to satisfy the Owner's written review comments.

3.6 Construction Document Phase

- 3.6.1 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 Architect shall prepare, for approval by the Owner and review by the CM@R, 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 2 of this Agreement. The plans, drawings and specifications for the entire Project shall call for the construction of the building and related facilities, together with its built-in permanent fixtures and equipment at a cost not more than the Guaranteed Maximum Price, or the Construction Cost Limitation as applicable.

- 3.6.2 The Architect and the CPM shall assist the Owner and CM@R in the determination of construction phasing and scheduling, bid or proposal alternates, special cash allowances, liquidated damages, the construction contract time period, and such other construction conditions considered appropriate for the Project and advantageous to the Owner. The Architect shall assist the Owner and CM@R in the preparation of the necessary bidding information, bidding forms, RFP information, and RFP forms, and the Terms and Conditions of the Construction Contracts.
- 3.6.3 The Architect shall assist the Owner and CM@R in connection with the Owner's responsibility and procedures for obtaining approval of all authorities having jurisdiction over the Project.
- 3.6.4 The Architect, at the Architect's expense, at each phase of submission of Construction Documents, shall furnish and deliver to the Owner one complete printed copies of all plans, drawings and specifications and a CD containing drawings in CADD format, with all information of every character made or furnished in connection with the Construction Work, which copies shall become the property of the Owner. The Architect shall incorporate into the plans, drawings and specifications such changes as are necessary to satisfy the Owner's review comments, any of which may be appealed in writing for good cause.
- 3.6.5 The Architect shall pay for the reproduction of four sets of plans, specifications and other documents for use by the office of the Architect and its Consultants and for review by the Owner prior to the reproduction of bidding or proposal documents. The CM@R will reimburse Architect for all review documents CM@R requests prior to the issuance of bid sets. 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 Architect as to the project name, number and institution.
- 3.6.6 The Architect shall assist the CPM with the preparation of a detailed Construction Cost Estimate to confirm adherence to the Construction Cost Limitation and present same with each phased submission of the Construction Documents. The Architect shall review the Construction Cost Estimate in comparison with the Construction Cost Estimates prepared by the CM@R, and shall assist in reconciling any differences between the two Construction Cost Estimates in coordination with the CM@R.
- 3.6.7 The Owner may require the Architect to perform Basic Services in a manner such that the Project is constructed using multiple construction contracts or awards.
- 3.6.8 The Owner will require Construction Document drawings to be produced on a CADD system as part of Basic Services. The Owner will assist in defining the CADD drawing requirements and the final media for the CADD data as well and BIM Modeling requirements
- 3.6.9 The Architect shall participate in a review of each phase of the submission of the Construction Documents with the Owner and CM@R at the Project location. Prior to Owner's approval of a particular phase of the Construction Documents, the Architect shall incorporate such changes as are necessary to satisfy the Owner's review comments. Before proceeding into the next scheduled phase of Construction Document development, the Architect shall obtain Owner's written acceptance of the prior phase and approval of the Construction Cost Limitation related thereto.
- 3.6.10 At the completion of the Construction Document Phase, Owner will furnish Architect with a Guaranteed Maximum Price proposal prepared by CM@R based upon the final construction documents prepared by the Architect and approved by the Owner. The Architect shall assist the Owner and advocate the Owner's interests in Owner's negotiations with the CM@R in an effort to develop a GMP proposal acceptable to Owner, in Owner's sole option and discretion. If the Owner does not accept the CM@R's GMP proposal, the Architect and CPM shall participate with the Owner and CM@R in constructability reviews and Value Engineering efforts and the

Architect shall revise the documents as necessary in order to reach an agreement. If CM@R's GMP proposal exceeds the latest Construction Cost Limitation, and Owner directs Architect to revise the documents, then Architect shall revise the documents at its own expense so that the GMP proposal for constructing the Project shall not exceed the Construction Cost Limitation. If it is determined to be in the Owner's best interest, instead of requiring the Architect to revise the drawings and specifications, the Owner reserves the right to accept a GMP proposal that exceeds the stipulated Construction Cost Limitation. The Architect and CPM shall analyze the final GMP 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 made by the CM@R in its preparation of the GMP proposal.

- 3.6.11 After the GMP proposal has been accepted, the Architect shall incorporate into the Construction Documents any revisions which are necessary due to accepted assumptions and clarifications made in the development of the GMP.

3.7 Bidding and Negotiation Phase

- 3.7.1 In conjunction with the implementation of the Guaranteed Maximum Price and at other times as appropriate to the Project, the Architect and CPM shall assist the Owner and CM@R 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; obtaining and evaluating bids and proposals; and assisting in preparing and awarding multiple contracts for construction. 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.

3.8 Construction Phase – Administration of the Construction Contract

- 3.8.1 The Construction Phase shall commence with the earlier of (1) Owner's acceptance of the CM@R's Guaranteed Maximum Price (or acceptance of a partial Guaranteed Maximum Price for a stage or phase), (2) award of any subcontract or trade contract by CM@R after authorization by Owner, or (3) the issuance of a purchase order by CM@R for materials or equipment for the Project after prior written authorization by Owner and, together with the Architect's obligation to provide Basic Services under this Agreement, will terminate when final payment is made to the CM@R at completion of all of the Construction Work, or sixty days after the last Date of Substantial Completion, whichever occurs last.
- 3.8.2 Unless otherwise provided in this Agreement and incorporated in the Construction Documents, the Architect shall provide administration of the Contract during the Construction Phase as set forth below consisting of the "Owner's Design Guidelines" current as of the date of this Agreement which are hereby incorporated herein by reference:
- 3.8.2.1 The Architect shall establish and maintain a numbering and tracking system for all project records, including, but not limited to: changes, requests for information, submittals, and supplementary instructions and, for the purpose of monitoring and overseeing the Construction Phase shall provide updated records to all attendees at each Owner's monthly meeting and at other times when requested.
- 3.8.2.2 The Architect shall prepare agendas in advance of and shall conduct all meetings scheduled by the Owner or Architect and shall promptly provide summary notes to all parties. The Architect shall attend CM@R's regularly scheduled planning meetings when requested but will not be responsible for administering such.
- 3.8.2.3 The Architect shall assist the Owner in make arrangements for, and participate in a Pre-Construction Conference/Partnering Workshop.
- 3.8.2.4 The Architect shall utilize the CPM's web-based information system in order to facilitate ease and quicker communication, documentation of meeting minutes, and exchange of information related to RFI's, reports, etc. SEE

Article 5 Other Basic Services for details

- 3.8.3 The Architect shall review the CM@R's 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 Architect shall provide detailed written comments to the CM@R for necessary revisions and recommend acceptance of these documents to the Owner when appropriate. The Architect shall review periodic updates of all schedules with Owner and CM@R to evaluate appropriateness.
- 3.8.4 The Architect and its Consultants shall prepare appropriate documentary materials for, and conduct, a Pre-Construction Conference at the Project site prior to commencement of construction by the CM@R.
- 3.8.5 The Architect shall be a representative of the Owner during the Construction Phase, and shall advise and consult with the Owner and the CPM. All formal instructions to the CM@R shall be forwarded through the Architect and the CPM and all communication by and with the Architect's Consultants shall be through the Architect, except that the Owner reserves the right to communicate in writing directly with the CM@R and Consultants as it deems necessary or appropriate at any time with a copy to the Architect. The Architect shall have authority to act on behalf of the Owner to the extent provided in the Construction Documents unless otherwise modified by written instrument. Duties, responsibilities and limitations of authority of the Architect shall not be restricted, modified or extended without written acceptance of the Owner and Architect.
- 3.8.6 The Architect shall visit the site as reasonably necessary, but in no event less frequently than weekly, in order to monitor the contractor's progress and performance of the work during construction period, and each Architect's Consultant shall visit the site as required during the construction work as it proceeds to observe the progress and quality of the Construction Work and to determine in general if the Construction Work is proceeding in accordance with the Construction Documents. Architect and each Consultant shall within no later than five days after the visit submit written reports for each of such visits and meetings. However, the Architect shall not be required to make exhaustive or continuous on site visits to inspect the quality or quantity of the Construction Work. On the basis of such onsite observations, the Architect shall keep the CPM and Owner informed of the progress and quality of the Construction Work, and shall endeavor to guard the Owner against defects and deficiencies in the Construction Work of the CM@R. Architect shall notify Owner and the CM@R in writing of any portions of the Construction Work which Architect has observed as not being in conformity with the Construction Documents and shall make recommendations as to correction of such deficiencies or defects. As part of such on-site observation, Architect shall make its site representative available and shall consult with Owner and the CM@R on the occasion of circumstances arising during the course of construction which would make such consultation in Owner's interests. In addition to site visits for general inspection and observation, the 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 Construction Work.
- 3.8.7 The Architect shall assist The CM@R in the preparation of agendas and attend monthly job conferences by representatives of the CM@R, major Trade Contractors and Subcontractors, the Architect and the Owner's Representative, and shall prepare and distribute minutes of the meetings using the Owner Insite Project management system.
- 3.8.8 The Architect shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Construction Work.
- 3.8.9 The Architect shall at all times have access to the Construction Work whenever it is in preparation or progress.
- 3.8.10 The Architect shall determine the amounts owing to the CM@R based on observations of Construction Work placed at the site and on evaluations of the CM@R's Estimate for Partial Payment, shall coordinate such review and evaluation with the Owner's representatives, and shall certify CM@R's Estimates for Partial Payment in such amounts as Architect deems to be due and payable.
- 3.8.11 The certification of a CM@R's Estimate for Partial Payment shall constitute a representation by the Architect to the Owner, based on the Architect's observations at the site as provided in this Agreement and on the data comprising

the CM@R's Estimate for Partial Payment, that the Construction Work has progressed to the point indicated; that, to the best of the Architect's knowledge, information and belief, the quality of the work is in accordance with the Construction Documents (subject to an evaluation of the Construction Work for conformance with the Construction Documents upon Substantial Completion, to the results of any subsequent tests required by or performed under the Construction Documents, to minor deviations from the Construction Documents correctable prior to completion, and to any specific qualifications stated in the CM@R's Estimate for Partial Payment); and that the CM@R is entitled to payment in the amount certified.

- 3.8.12 The Architect shall be the interpreter of the technical requirements of the Construction Documents and the judge of the performance thereunder by the CM@R. The Architect shall render interpretations necessary for the proper execution or progress of the Construction Work with reasonable promptness on written requests of either the Owner or the CM@R, and shall render written recommendations within a reasonable time, on all claims, disputes and other matters in question between the Owner and the CM@R relating to the execution or progress of the Construction Work or the interpretation of the Construction Documents.
- 3.8.13 Interpretations and recommendations of the Architect shall be consistent with the intent of and reasonably inferable from, the Construction Documents and shall be in written or graphic form.
- 3.8.14 Subject to approval of the Owner, the Architect's decisions in matters relating to artistic effect shall be final if consistent with the reasonably inferable intent of the Construction Documents. The Architect shall review interior designs and/or furniture selections proposed by the Owner as the Owner endeavors to promote an aesthetic compatibility with the Architect's design.
- 3.8.15 The Architect shall recommend to the Owner rejection of Construction Work which it observes that does not conform to the Construction Documents. Whenever, in the Architect's reasonable opinion, it is necessary or advisable for the implementation of the intent of the Construction Documents, the Architect will have authority to require special inspection or testing of the Construction Work in accordance with the provisions of the Construction Documents, whether or not such Construction Work is then fabricated, installed or completed. The Architect shall review construction materials testing and any special testing required and shall provide recommendations for retesting, actions or any appropriate corrective measures as may be necessary or appropriate based on the results of such tests.
- 3.8.16 The Architect and its Consultants shall review and approve or take other appropriate action upon the CM@R's submittals such as Shop Drawings, Product Data and Samples, but only for conformance with the design concept of the Construction Work set forth in the Construction Documents, and shall respond to CM@R's inquiries and questions and provide such supplemental information as appropriate. Such action shall be taken with reasonable promptness so as to cause no delay to the CM@R's scheduled progress, but in any event within fourteen (14) business days. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
- 3.8.17 Architect shall provide consultation for the purpose of clarification and interpretation of the intent and scope of the Construction Documents and, if necessary or appropriate, issue supplemental documents to amplify or clarify portions of the Construction Documents.
- 3.8.18 Architect shall provide assistance in the review of the CM@R's requests for change orders or claims for additional costs or time, and make recommendations to Owner as to such requests or claims.
- 3.8.19 The Architect shall review Change Orders for the Owner's approval prepared by the Contractor and execution in accordance with the Construction Documents, and shall have authority to order minor changes in the Construction Work which are consistent with the intent of the Construction Documents and do not involve an adjustment in the Guaranteed Maximum Price or an extension of the Contract Time. Any changes must be approved by the CPM. In conjunction with each Change issued by the Architect, the Architect shall recommend to the Owner whether the CM@R's proposal is reasonable. The Architect shall prepare revised Contract Drawings, where appropriate, to illustrate and document the work required by the Change. All proposed changes to drawings, plans and specifications, regardless of how initiated, shall be defined in the document depicting them as to scope of work added, removed, or changed. The original copies of the Construction Documents may be revised to show such

changes, provided that all such revisions shall be separately recorded on 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 Construction Documents shall be made by consecutively numbered and dated addenda. All changes to the Construction Documents 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. If the revised drawings are due to Changes ordered by the Owner and not due to errors and omissions on the part of the Architect, Architect’s reasonable extra expenses to produce them will be treated as Additional Services.

- 3.8.20 Architect shall conduct and its Consultants shall participate with the CM@R in concealed space inspections, systems start-up inspections, Substantial Completion or pre-Final inspections to determine the Dates of Substantial Completion, and Final Inspection. In association with each inspection, Architect and its Consultants shall prepare a list of items which have been observed as deficiencies in the Construction Work requiring remedial work or replacement, and shall assemble and distribute the official prepared 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.
- 3.8.21 Architect shall review, for conformance with the Construction Documents, CM@R’s submission of Guaranteed Maximum Price (GMP) including assumptions, exclusions, etc.
- 3.8.22 The Architect and its Consultants shall endeavor to assist the Owner in confirming contractor as-built drawing documentation during the course of the Construction Work and as a prerequisite for certifying progress payments and shall review final as-built documents for completeness as it relates to as-built documentation.
- 3.8.23 Architect shall assist in review of CM@R’s submission of operating and maintenance instructions, manuals, brochures, drawings, and other close-out documentation furnished by the CM@R; shall require necessary revisions to same; and, when acceptable in the Architects judgment they are consistent with the terms of the Contract between Owner and CM@R, shall forward them to the Owner. The Architect shall certify that final payment to the CM@R when, to the best of its knowledge and belief based upon observations, the requirements of the Contract between Owner and CM@R have been met.
- 3.8.24 Architect shall assist Owner by advising and counseling Owner’s personnel in the initial usage, operation and maintenance of the building mechanical, electrical, and plumbing systems.
- 3.8.25 The Architect shall be available after final payment to advise the Owner regarding Warranty items and to observe Warranty work during the Warranty period. Architect shall participate in the Project’s pre-one-year warranty review at no additional expense to the owner.

ARTICLE 4 ADDITIONAL SERVICES

- 4.1 The following services do not included in Basic Services. They shall be provided only if authorized or confirmed in writing by the Owner, and they are paid for by the Owner as provided in this Agreement, in addition to the compensation for Basic Services. Prior to commencing any Additional Service, Architect shall prepare for acceptance by the Owner an Additional Services Proposal that shall describe in detail the nature or scope of the Additional Services, the basis upon which Architect has determined that such service are Additional Services, and which shall set forth the maximum amount of fees and reimbursable expenses for which Architect is prepared to perform such Additional Services, together with a proposed schedule for the performances of such Additional Service. The fee shall be based on actual time needed to perform additional service. Architect shall proceed only after written acceptance by Owner of the Additional Services Proposal.
- 4.2 Contingent Additional Services
 - 4.2.1 Making revisions in Drawings, Specifications or other documents when such revisions are made necessary by adjustments in the Owner’s program, are required by the enactment or revision of codes, laws or regulations in

effect or known to be in effect subsequent to the initial preparation of such documents; or are due to changes required as a result of the Owner's failure to render decisions in a timely manner.

- 4.2.2 Providing services required because of significant changes in the Project, including, but not limited to size, quality, complexity, the Owner's Project Schedule, or the method of bidding or negotiating and contracting for construction, except for services required under Section 3.8.
- 4.2.3 Preparing Drawings, Specifications and other documentation and supporting data, evaluating CM@R's proposals and providing other services in connection with Change Orders and Construction Change Proposals if the actions required were caused by Owner or CPM's actions or other factors beyond the Architect's reasonable control or knowledge. Example: The Owner decides to change the plan of the building during construction, therefore requiring additional work. Note that this paragraph does not authorize Additional Services for Change Orders due to design errors or omissions, document clarification, etc.
- 4.2.4 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 unless the damage or loss are based on confirmed defective plans or specifications prepared by Architect. In the event that the allegations of defective plans or specifications are not proved, Architect shall be compensated for any services provided in connection with replacement of such Work as additional services.
- 4.2.5 Providing services made necessary by the default of the CM@R, or by major defects or deficiencies in the Work of CM@R, or by failure of performance of either the Owner or CM@R under the Contract for Construction.
- 4.2.6 Evaluating claims submitted by the CM@R or third parties in connection with the Work, unless such claims are based on confirmed defective plans and specifications prepared by Architect. In the event that the allegations of defective plans or specifications are not proved, Architect shall be compensated for any services provided in connection with replacement of such Work as additional services.
- 4.2.7 Addressing litigation causes or preparing to serve or serving as an expert witness in connection with any public hearing, non-binding mediation proceeding, unless architect or its sub-consultant is a party to the litigation.
- 4.3 Optional Additional Services
 - 4.3.1 Providing financial feasibility or other special studies.
 - 4.3.2 Providing planning surveys, site evaluations, environmental studies or comparative studies of prospective sites.
 - 4.3.3 Providing services relative to future facilities, systems and equipment which are not intended to be constructed during the Construction Phase.
 - 4.3.4 Providing services to investigate existing conditions or facilities or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by the Owner.
 - 4.3.5 Providing coordination of Work performed by separate CM@Rs or by the Owner's own forces.
 - 4.3.6 Providing detailed quantity surveys or inventories of material, equipment and labor.
 - 4.3.7 Providing interior design and other similar services required for or in connection with the selection, procurement or installation of furniture, furnishings and related equipment. Preliminary furniture layouts are part of basic services. Furniture will be selected by the owner and submitted to the Architect.
 - 4.3.8 Making investigations, surveys, evaluations, inventories or detailed appraisals of existing facilities, and services required in connection with construction performed by the Owner.
 - 4.3.9 Except for services in connection with warranty claims as provided for in section 3.8.25, providing Services after

issuance to the Owner of the final Certificate for Payment, or in the absence of a final Certificate for Payment, more than sixty (60) days after the Date of Substantial Completion of the Work, unless resulting from architect's error or omissions.

4.3.10 Providing services of Consulting Engineers for other than the normal architectural, structural, mechanical and electrical for the Project.

4.3.11 Providing any other Services not otherwise included in this Agreement or as identified as Basic Services and not customarily furnished in accordance with generally accepted Architectural practice as designated below:

- Telecommunications/Data Design
- Acoustic Design
- Theater Consultant
- Food Service Consulting
- TDLR Review and inspection
- Audio/Visual Design
- Library Consulting
- Programming
- Land Surveying
- Geotechnical Services
- Existing Facilities Studies
- Environmental Studies and Reports
- Schedule Development and Monitoring
- Civil Design
- Landscape Design
- Interior Design
- Detailed Cost Estimating
- On-Site Project Representation
- Construction Management
- Start-up Assistance
- Record Drawings
- Post Contract Evaluation
- LEED Certification
- Lighting Consultant
- Graphics & Way Finding
- Windstorm Certification
- MEP Energy Modeling

ARTICLE 5 OTHER BASIC SERVICES

The Architect's Basic Services include the following:

5.1 **Owner InSite** software: Mandatory use of the web-based project management software; Owner **InSite**. Access to this software will be provided at no charge to the Architect and Consultants by the CPM. Documentation uploads will be required at each of the following five phases by the Architect and all consultants: (1) Schematic Design Phase; (2) Design Development Phase; (3) Construction Documents Phase; (4) Bidding or Negotiation Phase; and (5) Construction Phase-Administration of the Construction Contract. Training will be provided at no charge by the CPM. The documents which will be uploaded include but are not limited to the following:

Design Management

- Drawings and Specification at all phases
- Planning and approval documents

Communications

- Meetings
- Photos
- Issues

Construction

- Issues
- Schedule
- ASI's
- RFI's
- Submittals
- Field Reports
- Punch lists
- Warranties

- 5.2 Building Information Modeling (BIM) – BIM modeling is considered basic services. All sub consultants and specialty consultants must also provide this service as a basic service though all phase of the design and construction

ARTICLE 6 THE OWNER'S RESPONSIBILITIES

- 6.1 The Owner shall provide full information regarding requirements for the Project including a Facilities Program, which shall set forth the Owner's design objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility and expandability, special equipment and systems and site requirements.
- 6.2 The Owner, or its authorized representatives or the CPM, shall examine the documents submitted by the Architect and shall render decisions pertaining thereto promptly to avoid unreasonable delay in the progress of the Architect's Services.
- 6.3 The Owner shall furnish a written legal description and a certified land survey of the Project site giving, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures, adjacent drainage, rights-of-way, restrictions, easements, encroachment, zoning, deed restrictions boundaries and contours of the site; locations, dimensions and complete necessary data pertaining to existing buildings, other improvements and trees; and full information concerning available service and utility lines both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.
- 6.4 The Owner shall furnish the services of Geotechnical Consulting Engineers or other Consulting Engineers as selected when such services are deemed necessary by the Architect and the Owner. Such Services shall include test borings, test pits, soil bearing values, percolation tests, surveys of hazardous materials, air and water pollution tests, ground corrosion and resistivity test, including necessary operations for determining sub-soil, air and water conditions, with reports and appropriate professional recommendations.
- 6.5 The aforementioned services, information, surveys and reports required herein shall be furnished at the Owner's expense. The Architect shall be entitled to rely upon the accuracy of all information provided by the Owner. The Architect shall not be held responsible for any injury or damage resulting from erroneous or incomplete information provided by the Owner and/or the Owner's consultants and contractors.
- 6.6 If the Owner observes or otherwise becomes aware of any fault or defect in the Project or nonconformance with the Contract Documents, prompt written notice thereof shall be given by the Owner to the Architect.
- 6.7 The Owner shall establish and update an overall budget for the Project, including the Construction Cost Limitation, the Owner's other costs and reasonable contingencies related to all of these costs.

**ARTICLE 7
STATEMENT OF CONSTRUCTION COST**

7.1 Definition

The Construction Cost Limitation shall be the total cost or estimated cost to the Owner of all elements of the Project designed or specified by the Architect.

7.2 Responsibility for Construction Cost Limitation

7.2.1. Evaluations of the Owner's Project budget, Construction Cost Limitation and Detailed Estimates of Construction Cost Limitation, if any, shall be prepared by the CPM. It is recognized, however, that neither the Architect nor the Owner or the CPM have control over the cost of labor, materials or equipment, the CM@R's methods of determining bid prices or over competitive bidding, market or negotiating conditions.

7.2.2 While the Architect does not represent that Architect's design will assure a bid or proposal price equal to or lower than the Construction Cost Limitation, Architect shall, as part of Basic Services, alter and adjust the design, with the assistance of Owner and the CPM, as necessary to produce a Project that conforms to the Construction Cost Limitation.

7.2.3 If a Project budget or the Construction Cost Limitation is exceeded by GMP or negotiated proposal, (by more than five (5) percent), the Owner shall (1) give written approval of an increase in such fixed limit, (2) authorize re-bidding or re-negotiating of the Project within a reasonable time, (3) if the Project is abandoned, terminate this Agreement, or (4) cooperate in revising the Project scope and quality as required to reduce the Construction Cost Limitation.

7.2.4 Provided the Construction Cost Limitation has been established as a condition of this Agreement, the Architect, without additional charge, shall modify the Drawings and Specifications as necessary to comply with the fixed limit.

**ARTICLE 8
COMPENSATION TO THE ARCHITECT**

8.1 Basic Compensation. The Owner shall compensate the Architect, as follows:

8.1.1 For Basic Services, Basic Compensation shall be computed as follows:

(insert fee here)

8.1.2 Where compensation is based on a stipulated sum or percentage of the Construction Cost Limitation, progress payments for Basic Services in each phase shall total the following percentages of the total Basic Compensation payable:

Schematic Design Phase:	Fifteen percent	(15%)
Design Development Phase:	Twenty percent	(20%)
Construction Documents Phase:	Thirty Five percent	(35%)
Bidding or Negotiation Phase:	Five percent	(05%)
Construction Phase	Twenty Five percent	(25%)

8.2 Compensation for Additional Services.

8.2.1 For project representation beyond Basic Services compensation shall be computed follows:

8.2.2 For Additional Services of Consulting Engineers, including additional structural, mechanical and Consulting Engineering services and those identified as part of Additional Services, a multiple of 1.1 times the amount billed to the Architect for such services.

8.3 Reimbursable Expenses. For Project Expenses and any other items included as Reimbursable Expenses, a multiple of One (1) times the amounts expended by the Architect, the Architect's employees and Consulting Engineers in the interest of the Project.

8.4 Additional Provisions

8.4.1 If the Basic Services covered by this Agreement have not been completed within 90 days from the date of Substantial Completion, through no fault of the Architect, extension of the Architect's services beyond that time shall be further compensated as provided in this Agreement.

8.4.2 Owner's payments to Architect are due and payable thirty (30) days from the date of the Architect's invoice. Amounts unpaid sixty (60) days after the invoice date shall bear interest at the rate of 6.0% per annum

The rates and multiples used for Additional Services shall be adjusted annually in accordance with the normal salary review practices of the Architect.

8.5 Basic Service Fee Compensation Adjustment

The basic fee lump sum compensation may be adjusted when authorized in writing by Owner and when the Construction Cost Limitation (CCL) increases more than 5% during any phase including acceptance of final GMP award amount. Provided however that in no event shall the Architects fee be lowered after a phase of basic services has been completed.

**ARTICLE 9
REIMBURSABLE PAYMENTS TO THE ARCHITECT**

9.1 Direct Personnel Expense. Direct Personnel Expense is defined as the direct salaries of all the Architect's personnel engaged on the Project, and the portion of the cost of their mandatory and employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.

9.2 Reimbursable Expenses. Reimbursable expenses are in addition to the compensation for Basic and Additional Services and include actual expenditures made by the Architect and the Architect's employees and Consulting Engineers in the interest of the Project for the expenses listed in the following Subparagraphs:

a. Travel by architect, in excess of two hundred miles per month, except as follows, will be reimbursable at the rate of \$0.56 per mile, or at the current IRS rate, whichever is less;

(1) Travel outside of Hidalgo and Starr Counties, will be considered only if requested and approved by the Owner;

(2) Travel within a radius of 15 miles from the Architect/Engineer's office will be considered incidental and a part of the firm's overhead;

(3) Travel to and from the Architect's office to project sites in Hidalgo and Starr County by architect, or architect's sub-consultants and specialty consultants;

b. Fees paid for securing approval of authorities having jurisdiction over the Project;

c. Expense of reproductions of Contract Documents only over and above the sets supplied as part of the Architect's Basic

d. Services;

- e. Expense of renderings, models and mock-ups requested by the Owner;
 - f. Long distance phone service only if not associated with in - office or consultant communication. Phone and internet service shall not be considered a reimbursable expense;
 - g. Mail and overnight delivery costs for items specifically requested by Owner on Owner's authorized forms only;
 - h. Insurance premiums above Architect's standard coverage as approved by Owner. The amount of the premium to be reimbursed on an individual basis.
- 9.3 Payments on Account of Basic Services. Payments for Basic Services shall be made monthly and, where applicable, shall be in proportion to Services performed within each phase of services.
- 9.4 When compensation is based on a percentage of the Construction Cost Limitation, and any portions of the Project are deleted or otherwise not constructed, compensation for such portions of the Project shall be payable to the extent services are performed on such portions, based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent Construction Cost Limitation or detailed estimate of the Construction Cost Limitation for such portions of the Project.
- 9.5 Payments on Account of Additional Services. Payments on account of the Architect's Additional Services and for Reimbursable Expenses shall be made monthly upon presentation of the Architect's statement of services rendered or expenses incurred.
- 9.6 Architect's Accounting Records. Records of Reimbursable Expenses and expenses pertaining to Additional Services and services performed on the basis of a Multiple of Direct Personnel Expense shall be kept on the basis of generally accepted accounting principles and shall be available to the Owner and Owner's authorized representative within ten (10) days of request.

ARTICLE 10 CONSTRUCTION CHANGE ORDERS

- 10.1 A Change Order is a written instrument prepared by the contractor, submitted to the CPM and Owner for review and signed by the Owner, CM@R and Architect, stating their agreement upon all of the following:
- a. change in the Work
 - b. The amount of the adjustment in the Contract Sum, if any
 - c. The extent of the adjustment in the Contract Time, if any.
- 10.2 Methods used in determining adjustments to the Contract Sum shall include those listed in Paragraph 11.3.

ARTICLE 11 CONSTRUCTION CHANGE PROPOSALS

- 11.1 A Construction Change Proposal is a written order prepared by the CMR, submitted to the Architect and Owner and signed by the Owner and Architect, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum, or Contract Time, or both. The Owner may by Construction Change Proposal, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.
- 11.2 If the Construction Change Proposal provides for any adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- a. Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation
 - b. By unit prices stated in the Contract Documents or otherwise mutually agreed upon
 - c. By cost estimated by the CM@R plus, if applicable, overhead and/or profit percentage, and accepted by the Architect. The CM@R's estimate shall become a fixed price which shall not be changed by any variation in the actual cost of executing the Work covered by the change
 - d. On Cost to be determined in a manner agreed upon by the parties plus, if applicable, overhead and/or profit percentage
 - e. By actual cost determined after the Work covered by the change is completed, plus, if applicable, overhead and/or profit percentage
- 11.3 As used in this section, Construction Change Proposal's "cost" shall mean the estimated or actual net increase in cost to the CM@R, or Subcontractor for performing the work covered by the change, including actual payments for materials equipment rentals, expendable items, wages and associated benefits to workmen and to supervisors employed full time at the Site where the Work is performed, insurance, bonds, and other provable direct costs, but not including any administrative, accounting or expediting costs, or other indirect or overhead costs, or any wages or benefits of supervisory personnel not assigned full time to the Site, or any amount for profit or fee to the CM@R, Subcontractor, or Sub-subcontractor. Rates for the CM@R and Subcontractor owned equipment shall not exceed the rates listed in the Associated Equipment Distributors rental rate book as adjusted to the regional area of the Work under this Contract.
- 11.4 Upon receipt of a request for a Construction Change Proposal, the CM@R shall promptly proceed with the change in the Work involved and advise the Architect of the CM@R's agreement or disagreement with the method, if any, provided in the Construction Change Proposal for determining the proposed adjustment in the Contract Sum or Contract Time.
- 11.5 A Construction Change Proposal Signed by the CM@R indicates the agreement of the CM@R therewith, including adjustment in Contract Sum and Contract Time or the Method for determining them. Such agreement shall be effective immediately and shall be subsequently recorded as a Change Order.
- 11.6 The amount of credit to be allowed by the CM@R to the Owner for a deletion or change which results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or Substitutions are involved in a change, the percentage for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.
- 11.7 If the Owner and CM@R do not agree with the adjustment in Contract Time or the method for determining it, the adjustment or the method shall be referred to the Architect for determination, whose decision shall be final.
- 11.8 When the Owner, CPM and CM@R agree with the determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and shall be subsequently recorded by preparation and execution of an appropriate Change Order.

**ARTICLE 12
MINOR CHANGES IN THE WORK**

The Architect shall have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written execution and shall be binding on the Owner and CM@R. The CM@R shall carry out such written orders promptly.

ARTICLE 13
SUBSTANTIAL COMPLETION

- 13.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.
- 13.2 When the CM@R considers that the whole Work, or a portion thereof designed in the Contract Documents for separate completion is substantially complete the CM@R shall submit to the Architect the permits and certificates, and the CM@R's request for review of the permits and certificates by the Architect. The Architect will determine whether the Work or designated portion thereof is substantially complete. If the Architect's review and observation discloses any item which is not in accordance with the requirements of the Contract Documents, the Architect will then prepare and submit to the CM@R a comprehensive list of items to be completed and/or corrected. The CM@R shall proceed promptly to complete and correct items on the list before issuance of the Certificate of Substantial Completion. All Work items or Contract Requirements which remain incomplete/unsatisfied at the Date of Substantial Completion will form the initial "Punch-list" for Final Acceptance. When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion. All representations required by the Contract Documents shall commence on the date of Final Completion and Acceptance which is thirty days after substantial completion. The Certificate of Substantial Completion shall be submitted to the Owner and CM@R for their written acceptance of responsibilities assigned to them in such Certificate.
- 13.3 Upon Substantial Completion of the Work and upon application by the CM@R and certification by the Architect, the Owner shall make payment, reflecting adjustment in retainage, if any, for such Work as provided in the Contract Documents.
- 13.4 After Substantial Completion of the Work, at the Architect's discretion and with the consent of the CM@R's Surety, Architect may approve an Application for Payment from the withheld retainage amount but not more than one-half the estimated cost of the Work remaining to be done. Remaining retainage will be released with Final Payment after Final Completion and Acceptance of the whole Work.

ARTICLE 14
FINAL COMPLETION AND FINAL PAYMENT

- 14.1 Upon receipt of written notice that the whole Work is ready for Final Observation and Acceptance, the Architect will promptly (14 days or less) undertake its review. The Architect will promptly (14 days or less) issue and date a Certificate of Final Completion and Acceptance, stating that to the best of the Architect's knowledge, information, and belief, on the basis of the Architect's observations, the Work has been completed in accordance with the terms and conditions of the Contract Documents, or it will advise the CM@R and the Owner in writing of any matters that prevent it from issuing such a Certificate. When any such matters have been addressed and resolved to the Architect's satisfaction, it shall thereafter promptly issue and date a Certificate of Final Completion and Acceptance as set forth above. In the Final Certificate for Payment, the Architect will state the date on which the whole Work was fully complete and acceptable, which date shall be the date of Final Completion and Acceptance.
- 14.2 Neither final payment to the CM@R nor any remaining retained percentage shall become due until the CM@R submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's Property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given and acknowledged by the Owner, (3) a written statement that the CM@R knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of

obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner.

ARTICLE 15 DELAYS AND EXTENSIONS OF TIME

- 15.1 If Architect's performance of this Agreement is prevented or delayed by any unforeseeable cause, existing or future, which is beyond the reasonable control and without the fault or negligence of Architect, Architect shall, within twenty-four hours of the commencement of any such delay, give to Owner written notice thereof and within seven days of commencement of the delay and advise of the impact of delay on performance of the Work. Within seven days after the termination of any such delay, Architect shall file a written notice with Owner specifying the actual duration of the delay. Failure to give any of the above notices shall be sufficient ground for denial of an extension of time. If Owner reasonably determines that the delay was unforeseeable, beyond the control and without the fault or negligence of Architect, Owner will extend the time of performance of this Agreement accordingly.
- 15.2 The Architect shall provide assistance in the review of the CM@R's claims for additional time or costs and make recommendations to Owner of such claims.

ARTICLE 16 SUSPENSION AND TERMINATION

- 16.1 Suspension of Performance for Owner's Benefit without Fault of Architect.
- 16.1.1 Owner may, for any reason whatsoever, suspend performance under the Contract. Owner shall give written notice of such suspension to Architect and specify, if known, the beginning and ending dates of the suspension.
- 16.1.2 Ceasing Performance upon Suspension. From and upon the effective date of any suspension ordered by Owner under this Article, Architect, and its consultants shall incur no further expense or obligations in connection with the Contract and Architect, and its consultants shall upon receipt of notice, cease their performance. Architect shall also, at Owner's direction, suspend any of its open or outstanding subcontracts or Agreements.

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- 16.1.3 Claim for Costs of Suspension. In the event Owner directs a suspension of performance through no fault of Architect, and provided Architect submits a proper claim as provided in this Contract, Owner shall pay Architect (based on the most current and provided level of services) as full compensation for such suspension Architect's earned fees through the suspension date, plus verifiable, reasonable and necessary costs of operation on behalf of this Contract, actually incurred and paid, for:
- a. Demobilization and remobilization, including such costs paid to Architect's consultants
 - b. Preserving and protecting Work in place
 - c. Storage of documents, materials or equipment acquired for the Project, including insurance thereon.
- 16.1.4 Resumption of Work after Suspension. If Owner lifts the suspension it shall do so in writing, and Architect shall promptly resume performance of the Contract unless, prior to receiving the notice to resume, Architect has exercised its right of termination as provided herein,
- 16.1.5 Termination by Architect for Prolonged Suspension of Performance. If performance of this Contract is suspended for a period of ninety (90) consecutive days at the direction of Owner pursuant to Paragraph 16.1.1, or by an order of any court or other public authority, or as a result of any act of the Government, and provided that such suspension by Owner or public authority is through no fault of Architect or any person or entity working directly or indirectly for Architect, Architect may, upon ten (10) days' written notice to Owner, terminate

performance under the Contract and recover from Owner on the terms and conditions and in the amounts provided in Paragraph 16.1.3.

- 16.1.6 **Owner Not Liable for Additional Costs or Damages.** The compensation due to Architect under Section 16.1.3 for Costs of Suspension shall be only the amounts paid to Architect arising out of a suspension and Owner shall not be liable for any additional costs incurred by Architect, either directly or indirectly, or for any of Architect's consequential damages.
- 16.2 **Termination by Architect for Cause.** If Owner shall persistently or repeatedly fail to perform any material obligation to Architect for a period of thirty (30) days after receiving written notice from Architect of its intent to terminate hereunder, Architect may terminate performance under the Contract by written notice to Owner. In such event, Architect shall be entitled to recover from Owner on the terms and conditions and in the amounts as though Owner had terminated Architect's performance under the Contract for convenience pursuant to Paragraph 16.3 below.
- 16.3 **Termination by Owner for Convenience.** Owner may, at its option, terminate for convenience any work under the Agreement in whole or, from time to time, in part, at any time by written notice to Architect. Such notice shall specify the extent to which the performance of work is terminated and the effective date of such termination.
- 16.3.1 Upon receipt of such notice, Architect shall immediately discontinue work on the date and to the extent specified in the notice and advise all of its consultants that all design work has been terminated;
- 16.3.2 Architect waives any claims for damages including loss of anticipated profits, and consequential damages on account thereof, but as the sole right and remedy of Architect, Owner shall pay in accordance with the following:
- 16.3.3 **Submission of Termination Claim and Compensation for Termination for Convenience.** When terminated for convenience, Architect shall be compensated as follows:
- a. all amounts due and not previously paid to Architect for work completed in accordance with the Agreement prior to such notice of termination, and work thereafter completed as specified in such notice, but not to exceed in the aggregate the actual costs of the services performed to the date of notice, and if the notice specified other services to be performed, the cost of those services, and
 - b. Actual reasonable and necessary administrative costs associated with settling and paying claims arising out of the termination of work under Architect subcontracts or Agreements,
- In no event shall Architect be entitled to recover anticipated profits or other consequential damages from Owner on account of a suspension termination for convenience or by an erroneous termination for cause, as described below. The total sum to be paid Architect under this Paragraph shall never exceed the Architect's fee based on the Construction Cost Limitation, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.
- 16.4 **Termination for Default by Architect.** Notwithstanding any other provision of this Agreement, Architect shall be considered in default of its contractual obligations under this Agreement if it:
- a. Performs work which fails to conform to the requirements of this Agreement
 - b. Fails to meet the Project Schedule or fails to make progress so as to endanger performance
 - c. Fails to pay any required fees
 - d. Fails to supply adequate labor, supervisory personnel or proper equipment or materials

- e. Fails to timely discharge its obligations for labor, equipment, materials, and insurance
 - f. Disobeys applicable laws, ordinances, rules, regulations or orders of any public authority having jurisdiction
 - g. Abandons or refuses to proceed with any or all work, including directed modifications; h) fails to fulfill any of the terms of this Agreement
 - h. fails to provide, within the time specified in the following paragraph, in response to demand by Owner in the event that an order for relief in bankruptcy is entered with respect to Architect or Architect becomes insolvent or makes a general assignment for the benefit of creditors, adequate assurance of Architect's future performance in accordance with the terms and conditions of the Agreement. Owner shall be the sole judge of the adequacy of said assurance
 - i. The errors and omissions insurance policy should be cancelled.
- 16.4.1 Upon the occurrence of any of the provisions in Section 16.4, Owner shall notify Architect in writing of the nature of the Architect's failure and of Owner's intention to terminate the Agreement for default. If Architect fails to cure such failure within seven (7) calendar days from the receipt of notification, or sooner if safety of persons is involved, or if Architect fails to provide satisfactory evidence that such failure will be corrected within a reasonable period of time consistent with established Project objectives, Owner may, without notice to Architect's sureties, if any, terminate in whole or in part Architect's right to proceed with work by written notice and prosecute the work to completion by any other method deemed expedient.
- 16.4.2 Architect and its sureties, if any, shall be liable for all costs in excess of the Agreement price for such terminated work reasonably and necessarily incurred in the completion of the work as scheduled, including cost of administration of any Agreement awarded to others for completion.
- 16.4.3 Upon termination for default, Architect shall:
- a. Immediately discontinue work on the date and to the extent specified in the notice and place no further orders
 - b. Promptly obtain cancellation upon terms satisfactory to Owner of all consulting agreements
 - c. Cooperate with the Owner in the transfer of information and disposition of work in progress so as to mitigate damages
 - d. Comply with other reasonable requests from Owner regarding the terminated work.
- 16.4.4 If, after termination pursuant to this section, it is determined that Architect was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the section entitled Optional Termination.
- 16.5 Non-Waiver. Failure by Owner to insist upon strict performance of any terms or conditions of this Agreement, or failure or delay to exercise any rights or remedies provided herein or by law, or failure to properly notify Architect, in the event of breach, or payment for services provided, or failure to review designs, shall not release Architect from any of the representations or obligations of this Agreement and shall not be deemed a waiver of any right of Owner, to insist upon strict performance hereof or of its rights or remedies hereunder.

**ARTICLE 17
OWNERSHIP AND USE OF DOCUMENTS**

- 17.1 The Architect shall provide to the Owner originals of the following documents including but not limited to: drawings, specifications and other documents or things prepared by the Architect and Engineers for the Project, in written reproducible form and electronic form (AutoCAD CD) of the original design, signed and sealed by the Architect(s) and Engineer(s) to be used by Owner as Owner deems necessary for the use of the project without violating any copyrights of the Architect. The Owner acknowledges, however, that all reports, plans, specifications, field data and notes and other documents, including documents on electronic media, prepared by the Architect as instruments of service shall remain the property of the Architect.
- 17.2 If the Contract is terminated by the Owner for any reason, at any stage of the Contract, the Architect has granted the Owner a limited license that allows the Owner to use the documents to complete the design and/or construction of the Project
- 17.3 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with 8.1.2 based on (1) the most recent guaranteed maximum price or the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

**ARTICLE 18
NON-BINDING MEDIATION**

- 18.1 In the event of a dispute or claim between the Architect and Owner arising out of or related to this agreement, both parties agree to submit to Non-Binding Mediation prior to proceeding with formal litigation processes, including the filing of claims against parties (unless a failure to file causes waiver or loss of rights of subsequent action).
- 18.2 Such Non-Binding Mediation shall be with a mediator and rules agreed to by both parties. Both parties shall mediate through a selected and mutually agreed to senior representative of each respective party.
- 18.3 Both the Architect and Owner will bind their respective Consulting Engineers, Contractors, Fabricators, and Suppliers involved in this Project to contracts which provide similar Non-Binding Mediation as the primary dispute resolution method to other agreements.

**ARTICLE 19
INSURANCE AND CLAIMS NOTIFICATION**

- 19.1. The maintenance in full force and effect of such form and amount of insurance as follows shall be a condition precedent to the Architect's exercise or enforcement of any rights under this Agreement.
- 19.2 Architect shall, promptly after execution of this Agreement and prior to working on the Project, deposit, with the Owner, Certificates of Insurance from a company with an A.M. Best Company rating of "A-" or better, and a financial classification of VII or better or a rating of Standard & Poor's Ratings Services, A Division of the McGraw-Hill Companies, Inc. of AA or better or a Moody's Investor's Service, Inc. rating of AA or better, or as otherwise approved by Owner, evidencing compliance with this Agreement, including the following requirements.
- 19.3 Failure to provide evidence of insurance coverage or failure to maintain coverage during the term of this Agreement, subject to waiver by Owner, shall constitute a material breach of this Agreement. Information concerning reduction of coverage shall be furnished by the Architect with reasonable promptness in accordance with the Architect's information and belief.
- 19.4 Coverages shall not be cancelled, allowed to expire, or non-renewed without 30 days written notice of cancellation, expiration, or non-renewal. Such notice shall be provided to the following persons: (1) Owner's CPM; (2) Owner's legal counsel; and (3) Owner's Assistant President for Construction. In the event that any policy is cancelled, allowed to expire, or be non-renewed, Architect or its Consultant, shall obtain another policy with the same

coverages as set forth below and all future policies shall include a prior acts date dated the same date as the Notice to Proceed with the respective phase.

- 19.5 All insurance policies shall apply to the acts or omissions of Architect, its officers, agents and employees, and for Architect's legal responsibility for the acts or omissions of its Consultants and anyone directly or indirectly under the control, supervision, or employ of Architect or Architect's Consultants and shall encompass site services including, but not limited to, monitoring the work as it proceeds for issuing payments and completion certificates and professional services involved in bid preparation and submission. Coverage should include failure to complete construction documents or to act on submittals in the time promised unless those losses are due to improper design.
- 19.6 Where applicable, Owner shall be named as an Additional Insured on the policies specified herein.
- 19.7 Professional Liability Insurance. Architect and all Consultants shall carry Professional Liability Insurance covering the Project in the amounts set forth below. Coverages shall be maintained as follows:
- a. The Architect shall submit proof of such insurance in the amount of not less than \$1,000,000.00 per claim and \$1,000,000 in the aggregate claims made policy with coverage for a minimum of one-year after substantial completion
 - b. The structural Consulting Engineer(s) shall submit proof of such insurance in the amount of not less than \$1,000,000.00 per claim and \$1,000,000 in the aggregate claims made policy with coverage for a minimum of one-year after substantial completion
 - c. The mechanical/electrical Consulting Engineer(s) shall submit proof of such insurance in the amount of not less than
 - d. \$1,000,000 per claim and \$1,000,000 in the aggregate claims made policy with coverage for a minimum of one-year after substantial completion
 - e. The civil Consulting Engineer(s) shall submit proof of such insurance in the amount of not less than \$1,000,000 per claim and \$1,000,000 in the aggregate claims made policy with coverage for a minimum of one-year after substantial completion.
- 19.7.1 A project specific policy may also be obtained with the same coverages and minimum one-year tail end coverage.
- 19.8 Business Automobile Liability Insurance. Architect shall obtain and maintain Business Automobile Liability Insurance for owned, scheduled, non-owned or hired automobiles, with a combined single limit of no less than \$500,000 per accident and shall name the Owner as an Additional Insured.
- 19.9 Worker's Compensation Insurance. Architect shall carry Worker's Compensation insurance as required by the Workers Compensation Law of the State of Texas, as amended from time to time.
- 19.10 Employer's Liability Insurance. Architect shall carry Employer's Liability Insurance coverage in an amount of at least \$1,000,000.00 per accident for bodily injury per accident.

ARTICLE 20 MISCELLANEOUS PROVISIONS

- 20.1 Venue. This Agreement is to be governed by the laws of the State of Texas. Venue shall be in Hidalgo County, Texas.
- 20.2 Interpretation of Agreement. The Architect, with the assistance of the CPM, shall be the interpreter of the technical requirements of the Contract Documents and the judge of the performance thereunder by the CM@R. The Architect, with the assistance of the CPM, 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 CM@R, and shall render written recommendations within a reasonable time, on all claims, disputes and other matters in question

between the Owner and the CM@R relating to the execution or progress of the Work or the interpretation of the Contract Documents. The Architect's decisions in matters relating to artistic effect shall be final if consistent with the intent of the Contract Documents.

- 20.3 Hazardous Materials. It is acknowledged by the parties that the scope of services does not include any services related to the use of asbestos or hazardous or toxic materials. The Architect and Architect's Consulting Engineers shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.
- 20.4 As between the Owner and Architect, the applicable statute of limitations shall commence and be applied as governed by state law.
- 20.5.1 For purposes of this Agreement, "Force Majeure" shall mean any of the following events: (1) war and other hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilization, requisition, or embargo; (2) contamination by radioactivity; (3) rebellion, revolution, insurrection, military or usurped power, and civil war; (4) riot, commotion or disorder, and strike, except where solely restricted to employees of persons directly engaged by the Owner or their suppliers; or (5) flood, earthquake, fire, and other acts of nature that are beyond the control of the Owner and Architect.
- 20.5.2 Owner and Architect shall be absolved from liability for any act, omission, or circumstance occasioned by any cause whatsoever not within the control of the party affected thereby and which such party could not, by reasonable diligence, have avoided. Such acts, omissions, or circumstances, however, shall not relieve such party of liability in the event of its failure to use reasonable diligence to remedy the situation and remove the cause in an adequate manner and with all reasonable dispatch and to give notice and full particulars of the same in writing to the other party as soon as possible after the occurrence of the cause relied on. The requirement that any force majeure be remedied with all reasonable dispatch shall not require the settlement of strikes or labor controversies by acceding to the demands of the opposing party or parties.
- 20.6 The Owner and the Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Owner nor the Architect shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.
- 20.7 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.
- 20.8 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year written above.

ATTEST:

(Seal)

ARCHITECT

BY: _____

NAME: XXXXXX

TITLE: Principal in Charge

South Texas College

BY: _____

NAME: Dr. Shirley Reed

TITLE: President

DRAFT

Review and Recommend Action on Updated Fee Schedule to Include Professional Engineering Fees for Thermal Plants and Civil Engineering Projects

Approval of an updated fee schedule to include professional engineering fees for thermal plant and civil engineering projects will be requested at the January 27, 2015 Board meeting.

Broaddus & Associates has continued negotiating with the approved engineers to finalize design fees. Currently the fees proposed by the Thermal Plants and Site Improvements engineers have a diverse range. In an effort to develop fair and equitable fees for each project engineer, Broaddus & Associates recommends updating the previously approved fee schedule to include fees for these types of projects.

In an effort to develop the proposed fee schedule, B&A's staff has researched previous history at STC with similar projects in order to prepare this recommendation. Over the past five years, civil engineer's fees have averaged 9.33%. The fee proposed in this updated schedule range from 7.75% to 9.75% depending on the size and scope of each project.

Attached is a copy of the updated fee schedule including the proposed additions. Including these design fees for thermal plant and civil engineering type projects will provide a basis for equitable negotiations with each project engineer. A representative from B&A will be present at the January 15, 2015 Board Facilities Committee meeting to review this information and address questions by the Committee.

It is requested that the Facilities Committee recommend for Board approval at the January 27, 2015 Board meeting, the updated fee schedule to include professional engineering fees for thermal plant and civil engineering projects as presented.

**South Texas College
Architect/Engineering Fee Schedule**

Range of Construction Cost	Classroom, Office and Other Buildings	Health Facilities /Science/ Thermal Energy Plants	Parking/Site Improvements/ Infrastructure - Civil
New Construction			
Over \$15,000,000	5.25%	5.75%	7.75%
Over \$10,000,000	5.75%	6.25%	8.25%
Over \$8,000,000	5.85%	6.35%	8.35%
Over \$6,000,000	5.95%	6.45%	8.45%
Over \$4,000,000	6.05%	6.55%	8.55%
Over \$2,000,000	6.15%	6.65%	8.65%
Over \$1,000,000	6.25%	6.75%	8.75%
Over \$800,000	6.50%	7.00%	9.00%
Over \$600,000	6.75%	7.25%	9.25%
Over \$400,000	7.00%	7.50%	9.50%
Over \$200,000	7.25%	7.75%	9.75%
Up to \$200,000	Negotiated		
Remodeling & Renovation			
Over \$5,000,000	7.25%	7.75%	8.50%
Over \$1,000,000	8.25%	8.75%	8.75%
Over \$800,000	8.50%	9.00%	9.00%
Over \$600,000	8.75%	9.25%	9.25%
Over \$400,000	9.00%	9.50%	9.50%
Over \$200,000	9.25%	9.75%	9.75%
Up to \$200,000	Negotiated		

NOTE: When construction cost falls between the tabular limits the fee will be interpolated

Review and Recommend Action on Fee Proposal by Dannenbaum Engineering for District-Wide Building to Building ADA Compliance Phase II

Approval of fee proposal with Dannenbaum Engineering for the District-Wide Building to Building ADA Compliance Phase II will be requested at the January 27, 2015 Board meeting.

Once the Board approves the contracting of engineering services, staff normally proceeds to negotiate the best fees, execute a contract, and proceeds with the work. Because of the abnormally high fee proposed by Dannenbaum Engineering for this project, and the uniqueness of the work required, staff has prepared the following information for discussion with the Facilities Committee and approval by the Board.

After Dannenbaum Engineering completed Phase I of the District-Wide Building to Building ADA Compliance project, staff recommended and the Board approved contracting with Dannenbaum Engineering to provide civil engineering design services for Phase II. STC Facilities Planning & Construction staff has since negotiated contract terms and fees with Dannenbaum Engineering to begin Phase II. During these negotiations, Mr. Richard Seitz with Dannenbaum informed staff that they had lost money on Phase I and could not afford to work on Phase II for the same fee percentage.

Mr. Seitz explained that due to the uniqueness of this improvements project, which includes the preparation of drawings for over sixty three (63) improvements over five (5) campuses, it requires an extensive amount of time and therefore cannot be performed for the typical engineering fee. Staff requested that Dannenbaum Engineering submit a written statement outlining the best fees which can be offered before opting to decline the opportunity to continue with Phase II. Attached is a letter from Dannenbaum outlining their best offer.

On a cost of construction percentage basis, the proposed engineering design fee for basic services equates to 13.71% and staff would not normally recommend approval when the percentage is this high. The current fee schedule indicates a fee of 9.00% for engineering services on projects of this size. However, after considering the uniqueness of the design services required for this project, information provided by Dannenbaum Engineer from Phase I, and comparison with other previous projects with similar circumstances, staff recommends approval of the proposed fee for basic services in the amount of \$61,675.69 and additional services for surveying in the amount of \$16,720.69 for a total of \$78,396.03.

Staff has also considered that with the knowledge gained during Phase I, Dannenbaum can be more efficient in the design of Phase II and therefore more cost effective than if the College was to reject the proposal and start over with a new firm. Starting over with a new firm could prove to be more costly.

Also, attached is a copy of the proposal submitted by Dannenbaum Engineering in the amount of \$78,396.03 and a breakdown showing the dollar amounts proposed during the negotiations of these services.

Staff will be present at the January 15, 2015 Board Facilities Committee meeting to address questions by the committee related to this recommendation.

It is requested that the Facilities Committee recommend for Board approval at January 27, 2015 Board meeting, the fee proposal with Dannenbaum Engineering in the amount of \$78,396.03 as presented.

DANNENBAUM ENGINEERING COMPANY - McALLEN LLC

1109 NOLANA LOOP, SUITE 208 McALLEN, TEXAS 78504 (956) 682-3677

January 8, 2015

South Texas College
3201 W. Pecan Blvd.
McAllen, Texas 78502

ATTN: *Gerry Rodriguez, A.I.A.*
Director of Facilities Planning and Construction

REF: *South Texas College*
District Wide ADA Improvements Building to Building Access – Phase II

SUBJ: *Fee Proposal*

Dear Mr. Rodriguez:

As previously discussed, the fee for the production of Construction Documents for the above referenced project is in excess of the eight percent (8%) of the construction cost typically paid for such work by South Texas College. However, the proposed Contract consists of the preparation of Construction Documents for a number of small construction projects with a small average construction cost less than the cost required to produce the Construction Documents.

It is a widely recognized fact in the Engineering community that the fee for producing Construction Documents decreases as the construction cost increases and projects under one hundred thousand dollar do not relate well to the typical curves utilized in establishing fixed fees and need to be set based on the effort required to produce the Construction Documents.

At the time Dannenbaum Engineering Company – McAllen, LLC contracted to produce Construction Documents for the first phase of this work, neither STC nor Dannenbaum anticipated the ratio of Engineering cost and construction cost for the work. The number of small sites increase the amount of survey and development cost that would be involved in providing the required Construction Documents. We now have a database of actual cost to look at that allows us to better evaluate a reasonable fee for the work. Exhibit A, attached herewith, illustrates actual Construction and Engineering costs for this work. Using this information, Dannenbaum feels a more reasonable fee for the preparation of Construction Drawings for Phase II of the work is thirteen and seventy-one one hundred's percent (13.71%).

Dannenbaum understands that the proposed fee of thirteen and seventy-one one hundred's percent (13.71%) is significantly higher than the eight percent (8%) typically awarded on project contracted by STC and understands if STC wishes to terminate negotiations with Dannenbaum and consider another firm. Should this be STC's decision, Dannenbaum will comply with this decision. Dannenbaum has worked well with STC in the past and looks forward to working with STC on future projects.

Should you require further information or clarification regarding this matter, please contact me at (956) 682-3677 at your earliest convenience.

Respectfully,
Dannenbaum Engineering Company - McAllen, LLC


Richard D. Seitz, P.E.
Project Manager

Attachments: 1

cc: Mr. Roberto Cuellar, A.I.A. – Project Manager - South Texas College
Mr. Louis H. Jones, Jr. – Dannenbaum Engineering Company - McAllen, LLC
Ms. Gloria Rodriguez - Dannenbaum Engineering Company - McAllen, LLC
Dannenbaum File No. 0048-51

Summary of Fees
 For
 District Wide ADA Improvements Building to Building Access - Phase II
 DEC Job No. 4851-01

January 8, 2015

I. <u>Estimated Total Basic Services Fee</u>		
A. Estimated Construction Cost	\$	449,859.14
B. Fee Percent from EXHIBIT "A"		13.71%
<hr/>		
Estimated Total Basic Services Fee	\$	61,675.69
<hr/>		
II. <u>Preliminary Phase – Basic Services Fee</u>		
A. Dannenbaum - Schematic Design / layout		
<u>10.00%</u> of Estimated Basic Fee	\$	6,167.57
<hr/>		
Subtotal: Preliminary Phase – Basic Services Fee	\$	6,167.57
<hr/>		
III. <u>Preliminary Phase – Special Services Fee</u>		
A. Surveying Services	\$	16,720.34
B. Geotechnical Services (By Others)	\$	-
C. Traffic Engineering Services (By Others)	\$	-
<hr/>		
Subtotal: Preliminary Phase – Special Services Fee	\$	16,720.34
<hr/>		
IV. <u>Design Phase – Basic Services Fee</u>		
A. Dannenbaum - Final Bid Ready Plans, Specifications, & Costruction Estimate		
<u>70.00%</u> of Estimated Basic Fee	\$	43,172.98
<hr/>		
Subtotal: Design Phase – Basic Services Fee	\$	43,172.98
<hr/>		
V. <u>Design Phase – Special Services Fee</u>		
A. Landscape & Irrigation	\$	-
B. Lighting	\$	-
<hr/>		
Subtotal: Design Phase – Special Services Fee	\$	-
<hr/>		
VI. <u>Contract Phase – Basic Services Fee</u>		
A. Dannenbaum - Bidding Phase Documents		
<u>5.00%</u> of Estimated Basic Fee	\$	3,083.78
<hr/>		
Subtotal: Contract Phase – Basic Services Fee	\$	3,083.78
<hr/>		
VII. <u>Construction Phase – Basic Services Fee</u>		
A. Dannenbaum - Limited Construction Phase Services		
<u>15.00%</u> of Estimated Basic Fee	\$	9,251.35
<hr/>		
Subtotal: Contract Phase – Basic Services Fee	\$	9,251.35
<hr/>		
Total Fee for Basic Services		\$ 61,675.69
Total Fee for Special Services		\$ 16,720.34
GRAND TOTAL		\$ 78,396.03

Note: The proposed fee does not include reproduction costs.

EXHIBIT A

Prepared 1/8/2014

TABLE A
ACTUAL STC ADA PHASE I CONSTRUCTION & ENGINEERING COSTS

DESCRIPTION	ACTUAL PHASE I ENGINEER'S COSTS										
	TOTAL	SPECIAL SERVICES					BASIC SERVICES				TOTAL
		SURVEY	TOTAL	ADMIN/PM/ETC	DESIGN	BID	CONSTR	ADA COMP REV	ODC		
ACTUAL COST	\$ 89,156.74	\$ 17,816.71	17,816.71	\$ 5,444.13	\$ 50,517.20	\$ 2,723.31	\$ 11,141.46	\$ 950.00	\$ 562.97	\$ 71,339.07	
EST 31 SITE COST	\$ 39,838.93	\$ 8,497.20	8,497.20	\$ 2,596.43	\$ 24,092.82	\$ 1,866.54	\$ 1,835.94	\$ 950.00		\$ 31,341.73	

TABLE B
ACTUAL STC ADA PHASE I CONSTRUCTION & ENGINEERING COSTS

DESCRIPTION	ACTUAL PHASE I ENGINEER'S COSTS										% OF CONSTR COST
	TOTAL	SPECIAL SERVICES					BASIC SERVICES				
		SURVEY	TOTAL	ADMIN/PM/ETC	DESIGN	BID	CONSTR	ADA COMP REV	ODC	TOTAL	
\$ 228,617.00	\$ 39,838.93										17.4261%
		\$ 8,497.20									21.3289%
			\$ 8,497.20								21.3289%
				\$ 2,596.43							6.5173%
					\$ 24,092.82						60.4756%
						\$ 1,866.54					4.6852%
							\$ 1,835.94				4.6084%
								\$ 950.00			2.3846%
									\$ -		0.0000%
										\$ 31,341.73	78.6711%

TABLE C
ACTUAL PHASE I CONSTRUCTION AND ENGR COST

NUMBER OF PHASE I SITES CONSTRUCTED	ACTUAL TOTAL CONSTR. COST	AVERAGE CONSTR. COST PER SITE	TOTAL ENGR COST	AVERAGE ENGINEERING COST PER SITE	EST PHASE II CONSTR & ENGR COSTS		
					NUMBER OF PROPOSED PHASE II SITES	ESTIMATED PHASE II CONSTR COST	ESTIMATED PHASE II ENGINEERING COST
31	\$ 228,617.00	\$ 7,374.74	\$ 39,838.93	\$ 1,285.13	61	\$ 449,859.14	\$ 78,392.93

NOTE: Total Costs Incurred by Dannenbaum for the Phase I work amounted to \$89,156.74. This amount reflects the cost incurred by Dannenbaum for the design and survey of sixty-five (65) sites and redesigns at direction of STC and includes \$950.00 for ADA Review and \$453.75 of reproduction cost neither of which was included in Contract with STC. A complete breakdown of cost is shown in TABLE A.

Dannenbaum then used the 31 to 65 ratio to calculate an estimated cost for just 31 sites. This is shown in TABLE A. The costs were then entered into TABLE B to arrive at a percentage for the various elements of work. The cost for the 31 sites was divided by the number of sites to arrive at an average cost for development of the Construction Documents which was then multiplied times the 61 new sites to be developed in the Phase II work to arrive at a cost for producing the Construction Documents for these sites. See TABLE C.

The percentage developed for the various elements of work for the 31 sites, TABLE B were then used to calculate an estimated cost for the development of the Phase II Construction Documents, (See TABLE D). The individual for the individual elements making up the Basic and Special Services fees for the Phase II work are shown in TABLE D. The total for the Basic Services Fee was used to calculate a percentage that is used in the Fee Proposal to arrive at the cost for Basic Services shown in the Fee Proposal. Various elements of the Special portion of TABLE D were also placed into the Fee Proposal along with the percentage for the Basic Services to complete the Fee Proposal.

TABLE D
ESTIMATED STC ADA PHASE II CONSTRUCTION & ENGINEERING COSTS

ESTIMATED PH II CONSTRUCTION COST	ENGINEER'S ESTIMATED PHASE II COSTS										% OF CONSTR COST
	TOTAL (a)	SPECIAL SERVICES					BASIC SERVICES				
		SURVEY	TOTAL	ADMIN/PM/ETC	DESIGN	BID	CONSTR (b)	ADA COMP REV	ODC	TOTAL	
\$ 449,859.14	\$ 78,392.93										17.4261%
		\$ 16,720.34									21.3289%
			\$ 16,720.34								21.3289%
				\$ 5,109.12							6.5173%
					\$ 47,408.57						60.4756%
						\$ 3,672.88					4.6852%
							\$ 3,612.67				4.6084%
								\$ 1,869.36			2.3846%
									\$ -		0.0000%
										\$ 61,672.59	78.6711%

Note: 1. This total does not include cost for subcontractor ADA Compliance Review or Reproduction costs.

\$ 78,392.93	100.0000%
\$ 61,672.59	13.7093%
USE	13.7100%

Review and Recommend Action on Contracting Architectural Design Services for the Pecan Campus Library Additional Study Rooms

Approval to contract architectural services for the design of the Pecan Campus Library Additional Study Rooms will be requested at the January 27, 2015, Board meeting.

Included in the FY 2014-2015 construction budget are funds for this project. The attached floor plan depicts the locations for the proposed design and construction work. These improvements will provide additional study rooms to be used by students visiting the library. The existing number of study rooms is not sufficient to meet the demand by students.

Five architectural firms listed below were previously approved by the Board for one year to provide professional services as needed for projects under \$500,000.

1. Boultinghouse Simpson Gates Architects
2. EGV Architects, Inc.
3. ERO Architects, Inc.
4. PBK Architects
5. Rike Ogden Figueroa Alex Architects

Based on the following criteria, Boultinghouse Simpson Gates Architects has been identified as the most qualified firm from the current list of approved architects and therefore recommended to provide architectural design services for this project.

Criteria:

- Previous experience with facilities on the Pecan Campus
- Project architect for the section of the Library where work will take place
- Project architect for two additions completed for the Library
- Experience and familiarity with existing building and building systems
- Experience with other similar library projects

Funds in the amount of \$54,000 are budgeted in the FY 2014-2015 construction budget for the modifications and \$8,100 is budgeted for design services with final amount to be negotiated.

Project Budget		
Budget Components	Amount Budgeted	Actual Cost
Design	\$8,100	Actual design fees are estimated at \$6,000 and will be finalized during contract negotiations.
Construction	\$54,000	Actual cost will be determined after the solicitation of construction proposals.

Staff will negotiate design fees with architect to determine an acceptable amount.

It is requested that the Facilities Committee recommend for Board approval at the January 27, 2015 Board meeting, the contracting of architectural services with Boultinghouse Simpson Gates Architects for the design of the Pecan Campus Library Additional Study Rooms project as presented.

A/E Professional Services On Call through 2015

Board Approval	Project Awarded	Firm	Campus	Project	Basic Services Fee	Additional Services	Totals	Percent Fee	Construction Amount
6/26/2014		Boultinghouse Simpson Gates Architects EGV Architects, Inc. ERO Architects, LLP. PBK Architects, Inc. Rike Ogden Figueroa Allex Architects, Inc.		Award: 6/12/14 to 6/11/15					
	10/28/2014	Boultinghouse Simpson Gates Architects	Pecan	Student Support Services Building Admissions, Welcome Center and Main Entrance Improvements	TBD	TBD	18,000*		250,000.00
	11/20/2014	Boultinghouse Simpson Gates Architects EGV Architects	Pecan	Art Building Covered Area for Ceramic Arts	TBD	TBD	23,000*		325,000.00

* Estimated

Review and Recommend Action on Rejecting Construction Proposals for the Pecan Campus Portable Buildings Infrastructure

Approval to reject construction proposals for the Portable Buildings Infrastructure will be requested at the January 27, 2015 Board meeting.

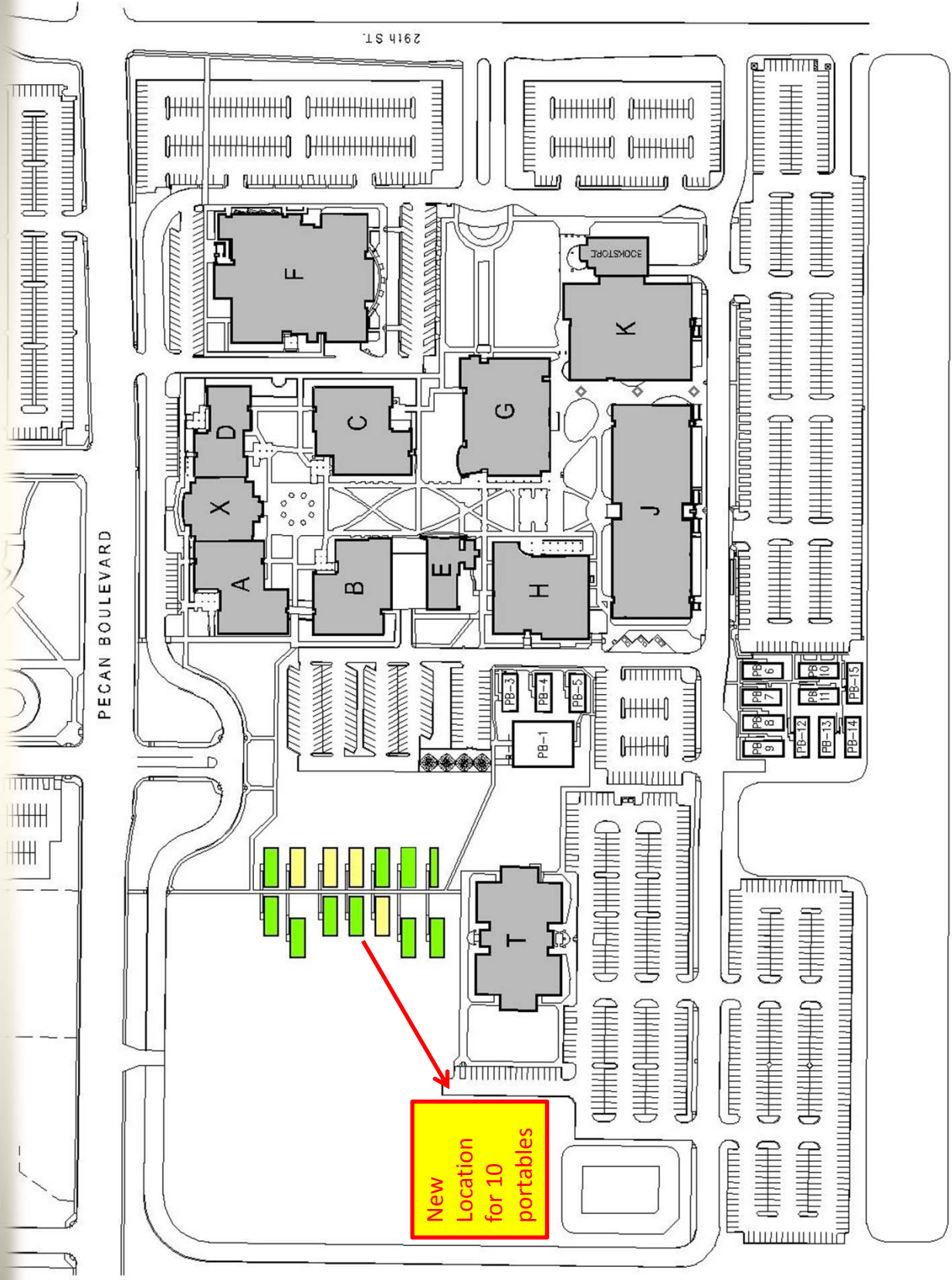
As plans develop for design and construction of new facilities included in the 2013 Bond Construction Program, portable buildings on the Pecan Campus will be relocated in order to make space available for construction. A total of fourteen existing portable buildings are currently located in an area on campus where the future STEM building, parking lot and site improvements will be constructed. As a result, civil engineers with Melden & Hunt have completed plans necessary for construction of the infrastructure required in the new location. The attached site plan shows the location on campus where ten portables will be located and where the infrastructure is to be built.

STC staff worked with Melden & Hunt to prepare and issue the necessary plans and specifications for the solicitation of competitive sealed proposals. Solicitation of competitive sealed proposals for this project began on November 10, 2014. A total of two (2) proposals were received on December 15, 2014.

For the following reasons, staff recommends Board approval to reject the current proposals and allow staff to work with Melden & Hunt to reduce the project scope where possible, determine where costs can be reduced, and re-solicit construction proposals.

1. Proposals received are significantly above the available budget
2. Opportunities have been identified where scope of improvement can be reduced
3. The current timeline allows sufficient time to prepare revised drawings and re-solicit proposals.

It is requested that the Facilities Committee recommend for Board approval at the January 27, 2015 Board meeting, to reject construction proposals, require that Melden & Hunt design to effectively reduce cost, and re-solicit proposals for the Pecan Campus Portable Building Infrastructure as presented.



New Location for 10 portables

Review and Recommend Action on Substantial Completion of the Pecan Campus Student Support Services Building Office Modifications

Approval of substantial completion of the Pecan Campus Student Support Services Building Office Modifications project will be requested at the January 27, 2015 Board meeting.

Architects with ERO Architects and STC staff visited the site and developed a construction punch list. As a result of this site visit and observation of the completed work, a Certificate of Substantial Completion for the project was certified on December 11, 2014. Substantial Completion was accomplished within the time allowed in the Owner/Contractor agreement for this project. A copy of the Substantial Completion Certificate is attached.

Bullard Construction Co. will continue working on the punch list items identified and will have thirty (30) days to complete before final completion can be recommended for approval. It is anticipated that final acceptance of this project will be recommended for approval at the February 2015 Board meeting.

It is recommended that the Facilities Committee recommend for Board approval at the January 27, 2015 Board meeting, the substantial completion of the Pecan Campus Student Support Services Building Office Modifications project as presented.

AIA® Document G704™ – 2000

Certificate of Substantial Completion

PROJECT:
(Name and address)
STC Student Services Building
Modifications

PROJECT NUMBER: 13036/
CONTRACT FOR: General Construction
CONTRACT DATE: July 14, 2014

OWNER:
ARCHITECT:
CONTRACTOR:

TO OWNER:
(Name and address)
South Texas College
P.O. Box 9701
McAllen, Texas 78501

TO CONTRACTOR:
(Name and address)
Bullard Construction, Inc.
5000 West Military, Ste. 50
McAllen, Texas 78503

FIELD:
OTHER:

PROJECT OR PORTION OF THE PROJECT DESIGNATED FOR PARTIAL OCCUPANCY OR USE SHALL INCLUDE:

STC Student Services Building Modifications as indicated in the Construction Documents.

The Work performed under this Contract has been reviewed and found, to the Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

Warranty

All Warranties

Date of Commencement

December 11, 2014

ERO Architects, L.L.P.

ARCHITECT

[Signature]
BY

December 16, 2014

DATE OF ISSUANCE

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

Cost estimate of Work that is incomplete or defective: \$28,372.86 as indicated on Application for Payment #4

The Contractor will complete or correct the Work on the list of items attached hereto within Thirty (30) days from the above date of Substantial Completion.

Bullard Construction, Inc.

CONTRACTOR

BY

[Signature]

DATE

12/16/14

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at 8:00 AM Central (time) on December 11, 2014 (date).

South Texas College

OWNER

BY

DATE

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:

(Note: Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage.)

Architectural, Mechanical, Electrical & Plumbing Punch Lists

**Discussion and Action as Necessary Regarding STC vs Chubb Insurance for Hail
Damage Claim Settlement**

The Facilities Committee is asked to discuss with legal counsel and recommend action as necessary regarding legal settlement with Chubb Insurance for Hail Storm Damage insurance claim. Any recommended action will be presented for consideration by the South Texas College Board of Trustees at the January 27, 2015 Regular Board Meeting.

Update on Status of Non-Bond Construction Projects

The Facilities Planning & Construction staff prepared the attached design and construction update. This update summarized the status of each capital improvement project currently in progress. Gerry Rodriguez will be present to respond to questions and address concerns of the committee.

CONSTRUCTION PROJECTS PROGRESS REPORT January 15, 2015

Project number	PROJECT DESCRIPTION	Project Development			Design Phase			Solicitation of Proposals			Construction Phase					Project Manager	Architect/Engineer	Contractor	
		Project Development	Board approval of A/E	Contract Negotiations	Concept Development	Schematic Approval	30%	60%	95%	100%	Solicit of Proposals	Approve Contractor	Construction Start	30%	50%				75%
Pecan Campus and Pecan Plaza																			
14-1-012	Pecan - Annex Grant/Accountability Office Improvements																Robert	EGV Architects	5 Star Construction
14-1-015	Pecan - Student Services Bldg Modifications																Rick	ERO Architects	Ballard Construction
14-1-021	Pecan - Building A, G, D & X Electrical Disconnects																John	JACR Engineering	Meiro Electric
15-1-002	Pecan - Covered Area for Ceramic Arts Kilns																Robert	EGV Architects	TBD
15-1-011	Pecan - Removal of existing trees for Bond projects	N/A															John	STC staff	TBD
15-1-012	Pecan - Infrastructure for relocation of Portable Buildings																John	Melden & Hunt	TBD
15-1-013	Pecan - Relocation of Electrical Power Lines																Gery	TBD	TBD
15-1-020	Pecan - AIECHS Service Drive and Sidewalk Relocation																John	TBD	TBD
	Pecan - H.S.I. Grant Training Lab C111 Improvements	N/A	N/A														John	N/A	TBD
	Pecan - Professional Development Office Improvements	N/A	N/A														Rick	N/A	STC O&M
13-1-004	Pecan Plaza - Police Department Space Renovation																Rick	PBK Architects	5 Star Construction
14-1-016	Pecan Plaza - Continuing Education Space Renovation																Robert	Boutinghouse Simpson Gales Architects	Alpha Building Corp.
15-1-003	Pecan Plaza - Police Department Emergency Generator																Rick	Half Associates	TBD
15-1-004	Pecan Plaza - Asphalt Resurfacing on Back Side																Rick	TBD	TBD
Mid Valley Campus																			
	None currently in progress																		
Technology Campus																			
14-3-R002	TC - West Academic Building Re-roofing																Robert	Amiesch Building Sciences	TBD
14-3-R006	TC - HVAC Cooling Tower Replacement																Rick	Half Associates	Pio-Tech
15-3-R001	TC - Replacement of flooring in Building B																Robert	STC staff	Diaz Floors & Interiors
Nursing and Allied Health Campus																			
14-4-001	NAH - Parking Lot Expansion																John	Perez Consulting Engineers	TBD
14-4-R004	NAH - Irrigation system upgrades	N/A	N/A														John	SSP Design	TBD
14-4-005	NAH - Subdivision Plat																John	Perez Consulting Engineers	N/A
15-4-022	NAH - Walls for Library Quiet Study Area	N/A	N/A														Rick	STC staff	TBD
15-4-R001	NAH - Carpet Replacement II - West Wing (RR)	N/A	N/A														Robert	STC staff	Vintage Tile & Stone
Starr County Campus																			
14-5-003	Starr - Parking Lot 5 Lighting																Rick	JACR Engineering	Zitro Electric
14-5-004	Starr - South Drive Lighting																Rick	JACR Engineering	Zitro Electric
District Wide Improvements																			
14-6-010	DW - Building to Building ADA Accessibility Phase II																Robert	Dannenbaum Engineering	TBD
14-6-011	DW - Infrastructure for Fiber Optic Lines																Gery	TBD	TBD
14-6-012	DW - Parking Lots Lighting Upgrades to LED																Robert	DBR Engineering	TBD

For FY 2014-2015, 27 projects are currently in progress, 3 has been completed and 33 pending start up - 63 Total

Status of Non-Bond Construction Projects In Progress January 2015

Project	% Complete	Date to Complete	Current Activity	Budget	Contract Amount	Amount Paid	Balance
Pecan Campus							
Grant/Accountability Office Improvements	90%	January 2015	1. Construction Phase 2. Construction in progress	\$24,000	\$96,863.80	\$46,502.50	\$50,361.30
Student Services Building Offices Modifications	95%	December 2014	1. Construction Phase 2. Construction in progress	\$154,050	\$402,960.40	\$372,017.29	\$30,943.11
Pecan Campus Buildings A, G, H, & X Electrical Disconnects	30%	March 2015	1. Construction Phase 2. Construction in progress	\$100,000	\$101,121	\$2,343.65	\$98,777.35
Cover area for Ceramic Arts Kilns	5%	March 2015	1. Design phase 2. Contract negotiations in progress	\$48,750	\$29,250	\$0	\$29,250
Removal of Trees for Bond Construction	95%	January 2015	1. Construction Phase 2. Work on progress	\$25,000	\$20,271	\$0	\$20,271
Infrastructure for Relocation of Portable Buildings	100%	February 2015	1. Re-design Phase 2. Design work to reduce cost 3. Solicitation of construction proposals will be redone after re-design	\$52,500	\$30,047.71	\$26,283.17	\$3,764.54
Relocation of Electrical Power Lines	5%	March 2015	1. Design phase 2. Contract negotiations in progress	\$11,250	TBD	\$0	TBD
AECHS Service Drive and Sidewalk Relocation	3%	March 2015	1. Design phase 2. Contract negotiations in progress	\$9,000	TBD	\$0	TBD
HSI Grant Training Lab C111 Improvements	60%	February 2014	1. Construction Phase 2. Work in progress	Grant	TBD	\$0	Grant

Project	% Complete	Date to Complete	Current Activity	Budget	Contract Amount	Amount Paid	Balance
Professional Development Office Improvements	100%	December 2014	1. Design Phase 2. FPC staff preparing basic construction drawings	\$10,000	TBD	TBD	\$10,000
Pecan Plaza Renovations for Police Department	99%	July 2014	1. Construction Phase 2. Substantial Completion has been certified 3. Punch list work is complete 4. Staff moved in during August 2014 5. Resolution to HVAC unit programming has been completed; pending final warranty information	\$1,200,000	\$904,143.45	\$851,317.65	\$52,825.80
Pecan Plaza Continuing Education Classrooms Improvements	95%	December 2014	1. Construction Phase 2. Construction in progress 3. Substantial Completion attained December 2014	\$170,000	\$187,471.35	\$140,766.70	\$46,704.65
Pecan Plaza Police Department Emergency Generator	5%	March 2015	1. Design phase 2. Contract negotiations in progress 3. Confirmed code and scope requirements with City of McAllen	\$30,000	TBD	\$0	TBD
Pecan Plaza Asphalt Resurfacing on Alley Side	5%	March 2015	1. Design phase 2. Contract negotiations complete	\$8,000	\$9,385	\$0	\$9,385
Mid Valley Campus							
No Work in Progress							
Technology Campus							
West Academic Building Re-roofing	99%	December 2014	1. Design Phase 2. Design Phase in progress	\$125,000	\$106,181.25	\$65,000	\$41,681.25
HVAC Cooling Tower Replacement	30%	January 2015	1. Construction Phase 2. Construction in progress	\$415,000	\$396,000	\$43,422.49	\$352,577.51

Project	% Complete	Date to Complete	Current Activity	Budget	Contract Amount	Amount Paid	Balance
Replacement of Flooring in Building B	50%	December 2014	<ol style="list-style-type: none"> 1. Construction Phase 2. Contract has been signed 3. Contractor has ordered materials 	\$50,000	\$15,462.15	\$0	\$15,462.15
Nursing and Allied Health Campus							
Parking Expansion	0%	April 2015	<ol style="list-style-type: none"> 1. Construction Phase 2. Board approved contractor in December 2014 	\$740,000	\$655,545.80	\$0	\$655,545.80
Irrigation System upgrades	75%	January 2015	<ol style="list-style-type: none"> 1. Design Phase 2. Design work in progress 	\$5,000	TBD	\$0	TBD
Subdivision Plat for 6.63 Acres	95%	January 2015	<ol style="list-style-type: none"> 1. Design Phase, 2. Staff is working with the engineer to finalize subdivision plat 3. Traffic Impact Analysis in progress 	\$20,000	\$19,690	\$0	\$19,690
Walls for Library Quiet Study Area	30%	January 2015	<ol style="list-style-type: none"> 1. Construction Phase 2. Pending delivery of pre-manufactured walls 	\$25,000	\$14,409.67	\$0	\$14,409.67
West Wing Re-carpeting	30%	December 2014	<ol style="list-style-type: none"> 1. Construction phase 2. Installation in progress 	\$80,000	\$65,416.24	\$0	\$65,416.24
Starr County Campus							
No Work in Progress							
District Wide							
Building to Building ADA Accessibility Improvements Phase II	10%	February 2015	<ol style="list-style-type: none"> 1. Design Phase 2. Design work is in progress 	\$60,000	TBD	\$0	TBD

Project	% Complete	Date to Complete	Current Activity	Budget	Contract Amount	Amount Paid	Balance
Infrastructure for Fiber Optic Lines	20%	March 2015	<ol style="list-style-type: none"> 1. Project development Phase 2. Staff is working to confirm locations where underground infrastructure will be needed to additional fiber optic lines 	\$95,000	TBD	\$0	TBD
Parking Lots Lighting Upgrades to LED	50%	February 2015	<ol style="list-style-type: none"> 1. Design phase 2. Design work in progress 	\$15,000	\$8,000	\$0	\$8,000
For FY 2014-2015, 27 non-bond projects are currently in progress, 3 has been completed and 33 pending start – Total 63							