AGREEMENT
between
OWNER AND CONSULTANT
for
CONSTRUCTION PROGRAM MANAGEMENT SERVICES

THIS AGREEMENT is made as of June _____, 2014, between South Texas College (herein "Owner") and Broaddus & Associates (herein "Consultant").

Owner and Consultant, in consideration of their mutual considerations as set forth herein, agree as follows:

I. Parties, Purpose, Term & Definitions

A. Parties. Owner is a college, a political subdivision of the State of Texas, and a "district" as that term is defined in the Texas Education Code. Consultant is a Texas corporation consisting of registered architects and engineers and professional project managers that engages in the business of providing construction program advisory and management services (as hereinafter defined) to facilities owners such as Owner.

B. Purpose. Owner engages the Consultant as its Construction Program Manager for Owner's Bond Construction Program (the "Program"). As Construction Program Manager, the Consultant will assist the Owner in an advisory capacity and serve as owner's representative, on matters that impact the Program, during the planning phase for the Bond Construction Program and the design and construction phases of each Project under the Program. The Construction Program Manager's Basic Services relate to complete oversight of the development and implementation of the Owner's Bond Construction Program across the multiple Construction Projects in the Program, including a program-wide budget and schedule; and establishing quality control guidelines.

C. Term. The term of this contract is anticipated to be thirty-eight months from the date of execution, subject to modifications and adjustments due to unforeseen circumstances, which may occur during the Bond Program Projects.

D. Definitions.

1. "Basic Services" are the enumerated services under Scope of Services to be provided by the Consultant and do not include those services identified as Additional Services.

2. "Bond Construction Program" means the Owner's comprehensive, multi-year planning, design and construction of Projects to be undertaken with proceeds of its bond proceeds as described in Exhibit "B".

3. "Construction Program Management," means a comprehensive array of consulting and advisory services provided to the Owner by a firm and team of sub-consultants, whose ultimate goal is to accomplish a series of construction projects, including, assisting and advising Owner, and service as Owner's

representative, regarding the following matters: (1) the allocation of financial resources for the eventual construction project(s), (2) the planning of land uses and support of infrastructural facilities for the project(s), (3) the confirmation and implementation of a conceptual master plan in connection with design, construction and equipping of the project(s), (4) the development and coordination of the processes for selection of the architects, engineers and other design professionals, (5) the coordination and oversight for design of the project(s), (6) the development and coordination of the processes for procurement of contractors, (7) the oversight of the construction process for each of the project(s) and start-up and occupancy of each project.

4. "Design Guidelines" refers to Owner's adopted set of design standards and guidelines and specific design objectives and instructions issued to it's staff, architects, engineers and contractors for the purpose of influencing initial capital construction costs, as well as life-cycle operation and maintenance costs.

5. "Facility Standards" refers to Owner's set of owner-provided design standards for facility construction, equipment and systems, modified from time to time, for the purpose of increasing efficiency and productivity of Owner's facilities and influencing facilities' long term-operation and maintenance costs.

6. "Project" or "Construction Project" refers to each individual construction contract for each individual facility and related work undertaken at a project site under a separate contract between Owner and a general contractor. Owner anticipates undertaking the Bond Construction Program projects at its campuses as described herein.
7. "Scope of Services" refers to the array of advisory and consultant services to be provided by the Consultant under this Contract.

II. General Program Information

A. Anticipated Master Schedule.
Owner's preliminary Master Schedule containing anticipated scheduling information, program duration, milestones, commencement, completion, occupancy and other critical scheduling information, subject to finalization, is incorporated herein as Exhibit "A".

B. Location and Description of Projects.
The location and description of construction projects are contained in Owner's List of Proposed Projects (which is subject to modification), incorporated herein as Exhibit "B".

C. Budget.
Owner has allocated the sum of $159,028,940 from its Series 2014 Limited Tax Bonds for its Bond Construction Program and future bond issues. The budget allocation to each of the Projects, subject to final approval is contained in Exhibit "B".

D. Design and Construction Procurement.
Owner intends to use the traditional design method by contracting professional design

services with architects and engineers, and procure construction services using the Construction Manager at Risk and Competitive Sealed Proposals methods as defined in Texas Government Code 2269.

III. Consultant's Representations

A. The Consultant shall perform its services consistent with the skill and care ordinarily provided by program managers practicing in the same or similar locality under the same or similar circumstances. The Consultant shall perform its services as expeditiously as is consistent with such skill and care and the orderly progress of the Program.

B. The Consultant shall provide its services in cooperation with the services provided by the Owner and the Owner's other consultants and contractors and shall coordinate its services with those services provided by the Owner and the Owner's other consultants and contractors.

C. The Consultant's services shall be completed in accordance with the Bond Construction Program Master Schedule. Time is of the essence in the performance by the Consultant, the design professionals and the construction contractors. The parties acknowledge that the Master Schedule timeline is reasonable under the circumstances if services of the Consultant and the work of the design professional and the construction contractors is planned and coordinated efficiently. The timely and efficient performance by the Consultant of the Construction Program Management Services and final completion of the Bond Program in accordance with the Master Schedule are critical criteria relied upon by Owner to contract with Consultant hereunder.

D. The Consultant represents that each of its employees and sub-consultants identified in its response to Owner's Request For Qualifications No. 13-14-1036 is a key member of Consultant's team. Consultant shall not change its key staff members or engaged sub-consultants without notice to Owner and Owner's consent.

E. Except with Owner's s knowledge and consent, the Consultant shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Consultant's judgment.

F. Consultant shall maintain records of the allocation of funds to projects, commencing with initial project budgets through final cost, and provide Owner reports at regular intervals and upon completion of the program.

G. The Consultant shall provide cost estimating services, eliminating it from the Basic Services typically provided under an Architect's contract. Having the Consultant as central cost estimating control point for all of the Owner's construction will help provide consistent cost estimating and cost control.

IV. Consultant's Basic Services

A. The Consultant's Basic Services consists of those services performed by the Consultant as set out in Exhibit "C", Program Management Services. The

following conditions shall apply:

1. The Construction Phase for a Project shall be considered complete when a Project under this agreement has been finally accepted and final payment to the contractor has been authorized. The Bond Construction Program shall be complete when the last Project in the Program is finally accepted and final payment to the contractor has been authorized.
2. The Consultant's Basic Services shall be provided for each phase of the Projects in the Bond Construction Program as set out in Exhibit "C" attached hereto. It is not the intent of the Parties to relieve the architect, engineers or other design professionals of their design and construction administration responsibilities, except as herein provided.
3. The Consultant's costs to be incurred in connection with providing Basic Services are payable under the lump sum fee. Unless expressly excepted herein, Consultant's costs include, but are not limited to, required travel, shipping costs, supplies and materials, office administration and overhead, copying, printing, telecommunications and all other costs, including fees and costs for sub-consultants engaged by Consultant to perform its Basic Services.

   Consultant's Basic Services includes the coordination, management and oversight of other consultants engaged directly by Owner for unique or specialized areas of design.

B. The following chart illustrates generally the categories of services to be provided by the Consultant, the sequence of when those services are provided and how those services will interrelate with the services of other design professionals during the Design Phase and the Construction Phase and with contractors during the Construction Phase. This enumeration of Consultant's services in no way limits the duties and obligations of the Consultant which may be set out in more detail elsewhere herein and in Exhibit "C" attached hereto.

INSERT RESPONSBILITIES AND SCOPE OF SERVICES CHART

C. Notwithstanding the foregoing, under Basic Services, Consultant shall also have coordination and oversight responsibilities as follows:

1. Consultant's sub-consultants and other consultants' work (whether engaged by Owner or Owner's design professionals) as needed or as required to perform design of specialized or unique building spaces and building systems as needed. This includes sub-consultants whether or not their work was included in the Consultant's contract or the architect's and engineer's contracts.

2. Procurement of specialized design sub-consultants to provide services in areas of unique or specialized building systems. These specialized areas include, but are not limited to, the following building systems:

   a. Mechanical systems controls;

   b. Thermal plant systems and equipment;

   c. Postsecondary nursing and allied health training lab systems and equipment;

   d. Postsecondary science, technology, engineering and math facility systems and equipment;

   e. Law enforcement training lab systems and equipment;

   f. Manufacturing industry training lab systems and equipment;

   g. Academic libraries;

   h. Audio-visual systems and equipment;

   i. Telecommunications technology systems and equipment;

   j. Student life and student activities and cafeteria facility systems and equipment;

   k. Security systems and equipment;

   l. Acoustics;

   m. Other specialized learning/classroom facilities including, learning studios and active learning classrooms

D. The Consultant shall supply, free of charge, to Owner and each architect, engineer, consultant, contractor and sub-contractor, who shall be engaged to perform services or work in conjunction with the program, Consultant's "Owner Insight" software. The Parties agree that the delivery of this product as herein provided along with its licensing or authorization, as necessary to permit is use, constitutes an element of the Consultant's Basic Services. This obligation shall include any updates and upgrades

through the completion of the Program.

E. The Consultant shall provide as a Basic Service, to Owner, any data collected or created for purposes of three dimensional design and construction and all three dimensional designs created by use of Building Information Modeling software application.

V. Consultant's Additional Services and Costs

A. Basic Services Costs
It shall be presumed that, unless expressly provided, all costs incurred by Consultant in connection with or related to its performance of services under the Bond Construction Program are necessary in performing its Basic Services. Similarly, Owner shall not be liable for any cost or expense incurred by Consultant or for additional fees for additional services unless authorized in advance by Owner.

B. Advanced Authorization Required
If authorized by the Owner in advance in writing, Consultant shall itself furnish or obtain from third parties, Additional Services of the types listed below, litigation or arbitration.

C. Additional Services

1. Services resulting from significant changes or unanticipated scope, extent, or character.

2. Investigations and studies in addition to those specified in Basic Services.

3. Service as a consultant or witness for Owner in any litigation, arbitration, or other dispute resolution process related to the Program, wherein it is undisputed that the Consultant's performance of its services are not at issue in the dispute, litigation or arbitration.

D. Increase in Scope of Work/Additional Services

1. Owner retains the discretion to increase the Scope of Work hereunder (if limited to the campus projects in the Bond Construction Program) by five percent of the original bond program budget by (i) giving Consultant at least one year and one half written notice thereof and (ii) if the Consultant's services can reasonably be fully performed within no later than the projected Bond Construction Program completion date. Consultant shall be obligated to perform its services in the increased Scope of Work in accordance with the terms of this Agreement.

2. Any other increase in or adjustment to Scope of Work and Additional Services shall be negotiated.

3. The following do not constitute an increase in Scope of Work for which Additional Fees or compensation is required:

a. A delay in completion of the Bond Construction Program which does not

extend the projected completion date by more than ninety (90) days;

b. An change in the plans or construction essential to the completion of the Bond Construction Program as intended.

VI. Owner's Responsibilities

A. In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall:

1. Timely provide Consultant with information as to Owner's requirements for the Program and Projects, including design guidelines and standards, space programs, technical requirements, technology requirements, security needs, and budgetary limitations.

2. Furnish copies of Owner's standard forms, conditions, and related documents for inclusion in the Program.

3. Furnish Consultant any other available information pertinent to the Program, including any reports and data relative to previous design efforts, or investigations at or adjacent to the Project sites.

VII. Times for Rendering Services

A. Consultant's services and compensation under this Agreement have been agreed to in anticipation of the orderly and reasonably continuous progress of the Bond Construction Program through completion. Consultant's obligations to render services hereunder will be for the duration of the Bond Construction Program.

B. A material and substantial change in scope, extent, or character of the Bond Construction Program, increasing the time of performance of Consultant's services by more than ninety days shall be approved in writing by Owner and equitably adjusted.

C. The anticipated period of the Bond Construction Program will be Thirty Eight (38) months from the date of commencement, subject to modifications and adjustments due to unforeseen circumstances, which may occur during the Bond Program Projects.

D. As part of Consultant's Pre-Project Planning Phase and determination of project delivery methods, the Consultant will develop a Master Program Schedule (MPS) that will be the baseline for all stakeholders to monitor progress of activities and benchmarks including design professionals, contractors and community.

VIII. Payments To Consultant

A. Basic Services.

1. Payment to Consultant during pre-project planning phase – the fee for pre-project planning under Basic Services shall be allocable per project and payable on a monthly basis as work proceeds and is billed.

2. Payment to Consultant's during all other phases - The payment for remaining phases of work through occupancy and commissioning shall be payable on a pro-rata basis. The compensation shall be a lump sum amount, payable as Basic Services are earned. Consultant will submit invoices on a monthly basis based upon a percentage of completion for each respective Project phase as follows:

Basic Services by Phase	Percentage Earned For A Phase	Allocation Per Phase
1. Pre - Project Planning	10.00%	$ 432,638.70
2. A/E Selection/Negotiation	05.00%	$ 216,319.35
3. Schematic Design	15.00%	$ 648,958.05
4. Design Development	15.00%	$ 648,958.05
5. Construction Document Phase	15.00%	$ 648,958.05
6. Contractor Procurement	5.00%	$ 216,319.35
7. Construction Phase	35.00%	$1,514,235.45
8. Occupancy & Commissioning (Turn-Over)		
9. Warranty and Occupancy		
Total compensation for Basic Services		$4,326,387.00

B. Additional Services & Increases in Scope of Work

1. The Consultant, upon written approval by Owner, shall be entitled to additional compensation for delayed completion of the Bond Construction Program beyond ninety days of its completion date if the delay has not been caused in part by the actions of the Consultant. The additional compensation shall be based on the following:

   a. Hourly rates of Consultant's professionals who perform the reasonably and necessary services required by the delay;
   b. Hourly Rates of Consultants. Compensation for Additional Services shall be based on hourly rates for each Consultant's staff member as identified in Exhibit "D".
   c. The time necessary to complete the work;

2. Consultant shall submit a written Cost Proposal to Owner and receive approval in writing in order to increase Scope of Work.

C. Reimbursable Expenses. Owner shall pay Consultant for the following categories of Reimbursable Expenses at actual cost thereof: printing of drawings and other documents necessary for Owner's review and records and the Consultant's own use and cost of legal advertisements authorized by Owner. Travel costs borne by Consultant in the Bond Program Project areas are included within Basic Services. Consultant's Basic Services do not anticipate any travel as an reimbursable expense.

D. Other Provisions Concerning Payments

1. Preparation of Invoices. Invoices will be prepared in a form mutually agreeable

to Owner and Consultant and calculated on the basis set forth herein and submitted to Owner on the 25th of each month.

2. Payment of Invoices. Invoices are due and payable within 30 days of receipt.

3. Disputed Invoices. In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

4. Payment Upon Termination. In the event of any termination under this Agreement, Consultant will be entitled to invoice Owner and will be paid for all services actually performed or furnished plus Reimbursable Expenses incurred through the effective date of termination

IX. General Conditions

A. Suspension and Termination

The obligation to provide further services under this Agreement may be terminated as follows:

1. Termination by Consultant for Cause. If Owner shall persistently or repeatedly fail to perform any material obligation, including but not limited to payment, to the Consultant for a period of thirty (30) days after receiving written notice from the Consultant of its intent to terminate hereunder, the Consultant may terminate performance under the Contract by written notice to Owner.

2. Termination by Owner for Cause. If, after notice by Owner, the Consultant fails to perform its services in accordance with the contract and in a timely manner or fails to meet schedules, supply adequate supervision, or otherwise perform in accordance with the Contract, then Owner may declare default by giving Consultant thirty (30) day prior written notice thereof, without prejudice to any other right or remedy against Consultant.

3. Termination by Owner for Convenience. Owner may, for any reason whatsoever, or without reason, or for its sole convenience terminate performance under the Contract by Consultant. Owner shall give written notice of such termination to Consultant specifying the date on which termination shall become effective. Upon receipt of such notice, Consultant shall incur no further obligations in connection with the Contract and Consultant shall stop providing services when such termination becomes effective. Consultant shall settle the liabilities and claims arising out of any terminated consulting agreements. The Consultant shall provide all information, documents, and memoranda prepared in connection with the Project to the Owner.

B. Owner's Right to Carry out the Work. If the Consultant defaults or neglects to carry out the Work in accordance with the Contract and fails within a seven-day period after receipt of written notice from the Owner to begin and prosecute correction of such default or neglect with diligence and promptness. The Owner may, without

prejudice to other remedies the Owner may have, correct such deficiencies.

C. Controlling Law

This Agreement shall be governed by the laws of the State of Texas and venue shall lie in Hidalgo County, Texas.

D. Legal Resolution

1. Owner and Consultant agree to negotiate all disputes between them in good faith for a period of thirty (30) days from the date of notice prior to the exercising of their rights under other provisions of this Agreement, or under law. Any applicable statute of limitations shall be tolled during such period of negotiation, and for fifteen days thereafter.

2. Exclusive venue of all actions concerning all claims, disputes, or matter in question between parties to this agreement shall lie in the state districts courts of Hidalgo County, Texas.

E. Indemnification and Insurance

1. To the fullest extent permitted by law, Consultant shall indemnify and hold harmless Owner, Owner's officers, directors, and employees from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) caused by the negligent acts or omissions of Consultant or Consultant's officers, directors, partners, employees, and Consultant's sub-consultants in the performance and furnishing of Consultant's services under this Agreement.

2. Consultant shall at all times throughout the term of this contract retain in affect the insurance policy attached here to as Exhibit "E".

F. Survival and Severability

1. All express representations, indemnification or limitations of liability made in or given in this Agreement will survive its completion or termination for any reason.

2. Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

X. Integrated Contract

The Contract represents the entire and integrated Contract between the parties hereto and supersedes prior negotiations, representations or Contracts, either written or oral. The

Parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein. No changes, amendments or modifications of any of the terms or conditions of the Contract shall be valid unless reduced to writing and signed by both parties. Nothing contained in the Contract shall be construed to create any contractual relationship (1) between the Owner and any subcontractor to the Consultant, (2) between the Owner and any employee or supplier of the Consultant, it being the intention of the Parties that the Consultant is an independent contractor. Any changes to the contract must be approved by the Owner's Board of Trustees.

XI. Miscellaneous

A. Nothing contained in this Contract shall create a contractual relationship between the Owner and any person or entity other than the Consultant. The Consultant is contractually responsible and liable for the performance of his sub-consultants under this contract.

B. Written notice shall be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified mail to the last business address known to the party giving notice as follows:

Notices shall be given by the Consultant to Owner by certified mail as follows:

Dr. Shirley A. Reed
President
South Texas College
P.O. Box 9701
McAllen, Texas 78502
(956) 872-8366

Notices shall be given by Owner to the Consultant by certified mail as follows:

James A. Broaddus, Ph.D., P.E.
President,
Broaddus & Associates (Inc. or LLC)?
1301 S. Capital of Texas Highway
Suite A-302
Austin, Texas 78746
(512) 329-8822

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER:

_____

By: _____

Title: _____

Address for giving notices:

_____

_____

_____

_____

Designated Representative:

_____

Title: _____

Phone Number:_____

Facsimile Number:_____

E-mail Address:_____

CONSULTANT:

_____

By: _____

Title: _____

Address for giving notices:

_____

_____

_____

_____

Designated Representative:

_____

Title: _____

Phone Number:_____

Facsimile Number:_____

E-mail Address:_____

Exhibit "A" - South Texas College - Bond 2013 Overall Program Management Schedule

No.	Construction Projects	2013		2014												2015												2016												2017											
		11	12	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12
1	Pecan Campus North Academic Building																					10											11																		
2	Pecan Campus South Academic Building																																				10											11				
3	Pecan Campus STEM Building																							12														14													
4	Pecan Campus Student Support Services and Activities Building																																				10											11				
5	Pecan Campus Thermal Plant Expansion																			8										10																							
6	Pecan Campus Parking and Site Improvements																									6								8																			
7	Nursing and Allied Health Campus Expansion																							12														14													
8	Nursing and Allied Health Campus Parking and Site Improvements																							12								8																					
9	Technology Campus Southwest Building Renovation and Site Improvements																																				11													12		
10	Technology Campus Parking and Site Improvements																																				11													12		
11	Mid Valley Campus Health Professions and Science Building																							12														14													
12	Mid Valley Campus Student Services Building Expansion																																								9											10
13	Mid Valley Campus Workforce Training Center Expansion																																								9											10
14	Mid Valley Campus Library Expansion																																								9											10
15	Mid Valley Campus Thermal Plant																			8										10																							
16	Mid Valley Campus Parking and Site Improvements																			8							7																									
17	Starr County Campus Health Professions and Science Building																							12														14													
18	Starr County Campus New Library																					10											11																			
19	Starr County Campus Workforce Training Center Expansion																																								9											10
20	Starr County Campus Student Services Building Expansion																													10											11											
21	Starr County Campus Student Activities Building Expansion																													10											11											
22	Starr County Campus Thermal Plant																			8										10																							
23	Starr County Campus Parking and Site Improvements																			8								8																									
24	Regional Center for Public Safety Excellence																												9									9														
25	La Joya Jimmy Carter Teaching Site														3						6																															
	Yearly Expenditures														-												-												-													-
	Bond Revenue			**$60,000,000 (February, 2014)**												**$36,340,000 (June, 2015)**												**$36,340,000 (June, 2016)**												**$26,340,000 (January, 2017)**											

Successful Bond election

Solicitation and approval of program management consultant

Solicitation and approval of architects and engineers

Design phase

Solicitation and approval of CMR

Construction phase

5/22/2014

Exhibit "B"

2013 Bond Construction Program
List of Proposed Projects

Construction Project Description	Square Feet	Total Cost
Pecan Campus		
1 - Construct new north academic building with classrooms, computer labs, and support space to accommodate student enrollment growth	61,267	$17,296,899
2 - Construct new south academic building with classrooms, computer labs, and support space to accommodate student enrollment growth	40,000	$11,292,888
3 - STEM (Science, Technology, Engineering, and Math) building with related classrooms and labs	48,879	$16,018,393
4 - Multi-purpose space for student activities and cafeteria	33,042	$10,434,690
Subtotal	**183,188**	**$55,042,870**
Nursing & Allied Health Campus		
5 - Major campus expansion for new and expanded nursing and allied health training programs, hospital simulation center, and library	87,222	$24,015,721
Subtotal	**87,222**	**$24,015,721**
Technology Campus		
6 - Expansion for technical and workforce training programs in response to local employment opportunities	72,000	$15,642,496
Subtotal	**72,000**	**$15,642,496**
Mid Valley Campus		
7 - Health professions, STEM (Science, Technology, Engineering, and Math) and other academic programs, labs, and related classrooms	76,069	$24,024,365
8 - Expansion of facilities for: high-wage, high-demand workforce training	10,000	$2,934,033
9 - Expansion of library	10,369	$3,042,299
10 - Expansion of student advising and student services building	14,269	$4,186,572
Subtotal	**110,707**	**$34,187,269**
Starr County Campus		
11 - Construct Health Professions and Science Center with classrooms and labs to offer nursing and allied health programs and STEM (Science, Technology, Engineering, and Math) programs to Starr County students	48,690	$14,440,646
12 - Expand technical workforce training facilities for high-wage, high-demand jobs	9,302	$2,733,748
13 - Construct new library and renovate existing space for Cultural Arts Center	16,516	$3,118,928
14 - Expansion of student services, advising, admissions, and financial services building	5,000	$2,101,815
15 - Expansion of student activities building	4,923	$2,069,447
Subtotal	**84,431**	**$24,464,584**
Regional Center for Public Safety Excellence - Pharr		
16 - Establish new Regional Center for Public Safety Excellence to provide regional law enforcement, and public safety training	16,000	$4,240,000
Subtotal	**16,000**	**$4,240,000**
STC La Joya Teaching Site (Jimmy Carter ECHS)		
17 - Develop STEM (Science, Technology, Engineering and Math) labs and entry level workforce training programs	11,000	$1,436,000
Subtotal	**11,000**	**$1,436,000**
TOTAL	**564,548**	**$ 159,028,940**

Note: Project costs are preliminary and include related parking, utilities, site work, computer technology, fixtures, furniture, equipment and fees for design.

StephanieH

Updated 4/18/13

Exhibit "C" - Program Management Services

South Texas College - Scope of Services Detail

Overall Functions for the Project

1 Broaddus & Associates shall provide the principal Construction Program Manager (CPM) and single point of contact for South Texas College "Owner". Services include all general leadership and management functions required of a CPM which include but are not limited to tracking budgets; managing schedules; overseeing quality of all aspects of the project; building and communicating with the project team; coordinating all issues, documentation, minutes, action items, and approvals to move the project through all its various phases; providing direct interface with the Owner's representatives and other stakeholders; and briefing executives as necessary.

2 Confirming and updating budget estimates for projects.

3 Confirm and update overall program budget including hard and soft costs. (i.e., construction, design, management, testing, furnishings, equipment, permitting, connection fees, contingency funds, etc.)

4 Develop a master schedule for project.

5 Assist in developing communication protocols for the project.

6 Keep Owner Executives and representatives informed and communicate with end-users to keep scope aligned with project objectives. Present to Owner Executives and representatives as required.

7 Establish, lead, and coordinate all project related meetings.

8 Install and implement the Broaddus & Associates *Owner In-Site*® Web-based Project Management System - an Owner-oriented management information system that provides any project participant the ability to track and manage the entire project.

9 Coordinate with all external approval authorities and regulatory agencies.

10 Provide Project Executive services as advisor to the Owner.

11 Identify the need and coordinate special studies, surveys, investigations, etc., and implement contracts as necessary.

12 Develop a filing and document control system for the project for hardcopy and electronic records.

13 Manage all contracts (Design, Construction, Special Consultants, etc.) related to each project.

14 Manage, review and recommend approval on all payments to consultants and contractors. Cost accounting to be provided by Owner. Will assist Owner in identification of accounting structure.

15 Work with the Owner Finance Office to develop cash flow projections.

16 Begin developing strategies for cost saving and review with Owner for approval

17 Assist in the solicitation, evaluation and selection of A/E and CM firms.

Continued Next Page

Exhibit "C" - Program Management Services

South Texas College - Scope of Services Detail

Procurement: A/E and Contractor Selection, Negotiation and Contracting

Note: The following process steps are followed, with some variation, for Design firms, CM firms, and other firms selected on a Qualifications (QBS) or Best Value Basis. The process may be used several times during the project. It may include Solicitation Document Preparation, Proposal Evaluation, Selection Committee Facilitation, Negotiation with the Selected Firm, and Preparation of the Contract Documents and Associated Documents to Implement Award of the QBS/Best Value Agreement/Contract.

1 Coordinate with Owner the preparation of Requests for Qualifications (RFQ's) and Requests for Proposals (RFP's), and guide Owner through fair, objective, and equitable evaluation and selection process that is appropriately documented as per higher education procurement code requirements.

2 Specific activities for this phase typically include:
- Coordinate development of RFQ's documents for design-and RFP's documents for constructions
- Assist in developing Agreement/Contract with Legal Counsel
- Assist with organizing evaluations committee(s)
- Assist with reviewing and establishing selection criteria
- Assist in advertising the Request for Qualifications (RFQ) and Request for Proposals (RFP)
- Receive and evaluate qualifications and proposals
- Convene evaluation committee and develop a ranking list and short list of the most qualified or best value candidates
- Request Proposals (RFP) from the short-list contractors
- Receive and evaluate proposals
- Convene evaluation committee and evaluate proposals
- Coordinate interviews of short listed proposers with Board of Trustees
- Facilitate Board selection of most qualified firms and best value contractors
- Negotiate contract with selected firms and contractors
- Finalize contract and prepare presentation material for Board and/or executive approval

3 Maintain appropriate confidentiality and comply with the Open Records process.

4 Provide the Owner's draft Agreement/Contract to include in the RFP, in order to eliminate extended negotiation of terms after selection.

5 Guide the selection process consistent with a project management approach acceptable to Owner.

6 Negotiate financial & related issues to finalize the Agreement/Contract with the selected firms and contractors

7 Coordinate with Owner to insure all procedures are in complaince with state statutes, regulations and local building codes

8 Provide follow-up and de-briefing sessions with non-selected firms if required.

9 Collect & process all required documents before proceeding with work. (i.e., bonds, insurance, etc.)

10 Issue Notices to Proceed on appropriate phases when all necessary requirements have been completed.

11 Carry out necessary contractual actions and transactions during the various contract phases.

12 Procure specialty consultants such as surveyor, geotechnical engineer, hazardous material & abatement firms, test & balance firm, commissioning agent, materials testing firms, specialized design sub-consultants and peer reviewers.

Construction Contractor Specific Procurement

13 Review and assist Owner with development of standard construction contract.

14 Assist Owner with development of contractor selection criteria and review of contractor qualifications and capability to perform scope of work and comply with schedule, program guidelines and construction documents.

15 Assist Owner in negotiating with Contractors; re-bid or re-negotiate if lowest bid or proposal is greater than Project budget after selection of contractor by Owner.

16 After selection of contractor by Owner, assist Architect with transmitting standard procurement requirements to contractors and subcontractors.

17 Review information submitted by contractor to include insurance, employee pay scales, material suppliers, subcontractors list and bonds.

Continued Next Page

Exhibit "C" - Program Management Services
South Texas College - Scope of Services Detail

Pre-Project Planning Phase

Site Analysis

1 Review all existing Owner baseline data and identify additional engineering and environmental information needed for compliance with master plan and design.
2 Assist in determining need/selection/procurement/contracting of consulting firms to perform the work.
3 Provide overall project management of each consultant and work task.
4 Evaluate engineering and environmental studies and apply results to the balance of the planning process.
5 Assist Owner in coordinating critical project issues with local governing agencies and authorities having jurisdiction.

Facility Programming

6 Review and update as needed building specific facility space program documents to define building specific design criteria and scope of work.
7 Conduct meetings if needed with users and staff to confirm the space program requirements, including but not limited to all required spaces, adjacencies, stacking diagrams, building layout, etc.
8 Identify building technical and engineering systems, such as communication systems, special equipment, particular utility or building support services and furniture needs.
9 Identify any special issues related to the site and off-site utilities not already addressed in campus master plan.
10 Prepare program requirements to comply with campus master plan, incorporating standards and design guidelines.
11 Finalize program and facilitate transmission of data to building designer.
12 Transmit data to Designers.

Other Pre-Project Planning Activities

13 Update & expand the master schedule for overall program.
14 Facilitate the integration of technology & telecommunications plans & budget into the program.
15 Conduct first Project Definition Rating Index (PDRI) analysis. *(Best Practice)*
16 Develop conceptual construction cost estimate by project for overall program.
17 Update & refine overall Total Project Budget (TPC) including hard and soft costs. (i.e., construction, design, management, testing, furnishings, equipment, permitting, connection fees, contingency funds, etc.)

Continued Next Page

Exhibit "C" - Program Management Services
South Texas College - Scope of Services Detail

Schematic Design Phase

1 Conduct Partnering *(Best Practice)* and kickoff meeting with Owner, Designer & others.
2 Communicate all pre-project planning information to Designer.
3 Conduct design meetings between Owner and Designer, document and resolve issues.
4 Prepare Schematic Design cost estimate, conduct reviews of Designer's cost estimate, reconcile, and take action to keep cost under control.
5 Review Schemaitc design documents and identify opportunities for cost savings and provide recommendations for review and approval by Owner
6 Review schedule and conduct schedule optimization session(s). *(Best Practice)*
7 Participate in drawing reviews for completeness, constructability, and cost savings. Coordinate, review, and evaluate all Schematic Design documents submitted by Designers and consultant engineers for compliance with Owner's design guidelines, space program needs and performance specifications per campus.
8 Conduct PDRI analysis. *(Best Practice)*
9 Provide a formal Constructability Program, complete with documented cost savings and value-added impacts. *(Best Practice)*
10 Initiate planning for Commissioning & Start-up. Begin this process early to define requirements, costs and achieve aggressive schedules. *(Best Practice)*

Design Development Phase

1 Oversee Preparation of Design Development Documents addressing architectural, structural, mechanical & electrical systems, materials and other appropriate elements.
2 Conduct regular meetings between Owner & Designer to review and evaluate design documents for compliance with guidelines.
3 Conduct review of schedule. Conduct schedule optimization session(s). *(Best Practice)*
4 Provide preliminary design review for code compliance.
5 Prepare Design Development cost estimate, conduct reviews of Designer's cost estimate, reconcile, and take action to keep cost under control.
6 Review design development documents and identify opportunities for cost savings and provide recommendations for review and approval by Owner
7 Participate in drawing reviews for completeness, constructability, and cost savings. Coordinate, review, and evaluate all Design Development documents submitted by Designer and its consultants for compliance with Owner's design guidelines, detailed program needs and performance specifications.
8 Conduct PDRI analysis. *(Best Practice)*
9 Continue formal Constructability Program. *(Best Practice)*
10 Begin planning for Commissioning & Start-up. *(Best Practice)*

Construction Documents Phase

1 Oversee preparation of Construction Documents addressing all project elements.
2 Conduct design review meetings and project management meetings with Owner representativies to update on compliance, progress, financial status, construction issues and use of project contingencies.
3 Coordinate with regulatory government entities for any building or statutory reviews and other approvals.
4 Participate in drawing reviews for completeness, constructability, and cost savings. Coordinate, review, and evaluate all Construction Documents submitted by Designers and subconsultants for compliance with owner's design guidelines, detailed program needs and performance specifications before procurement of sub-contractors. (Recommend 30%, 50%, 95% and 100% complete submissions.)
5 Review construction documents and identify opportunities for cost savings and provide recommendations for review and approval by Owner
6 Prepare Construction Documents cost estimate(s), reconcile, and take action to keep cost under control.
7 Update detailed project schedule, including major construction elements, and conduct schedule optimization session(s). *(Best Practice)*
8 If CM-at-Risk project delivery method, receive Guaranteed Maximum Price (GMP) proposal, evaluate, negotiate, & recommend acceptance.

Continued Next Page

Exhibit "C" - Program Management Services
South Texas College - Scope of Services Detail

Construction Documents Phase (Continued)

9 Continue Formal Constructability Program. *(Best Practice)*
10 Implement a Change Management System to control scope creep. *(Best Practice)*
11 Plan for Commissioning & Start-up. *(Best Practice)*

Construction Phase

1 Serve as the Owner's Point of Contact during construction. Conduct construction update meetings at construction sites on a weekly and as-needed basis.
2 Conduct Partnering sessions at beginning of the construction phase to include all subcontractors. *(Best Practice)*
3 Review required documents/outlines from Contractor including Quality Control Plan, Safety Plan, Environmental Compliance Plan, and Texas Architectural Barriers Plan (TAS/TDLR) and report to Contractor and Owner.
4 Review and participate in Construction Manager's solicitation of bids and buyout of subcontract packages; ensure scope analysis is complete and track budget/contingency adjustments.
5 Evaluate requests for proposed Change Orders and Construction Change Proposals and make recommendations.
6 Conduct site visits and inspections to review work in place and report in a standard format to Owner with reference to facilities standards/specifications, schedules and budgets. Monitor construction progress and advise Owner of any observations of non-conforming scope or quality workmanship.
7 Administer Construction Contract and General Conditions and serve as Owner's representative.
8 Review compliance with all plans, specifications and required terms, and conditions and report to Owner on status. Take action as necessary to correct areas not in compliance.
9 Assist Owner in contracting with Independent Testing Firms and review testing program results. (Tests typically include geotechnical, concrete, welding, compaction, etc.)
10 Provide Field and Quality Assurance Oversight.
11 Provide on-sight construction inspection services.
12 Review approved submittals. Obtain Owner approvals needed.
13 Managing the overall information flow during construction including submittals, RFI's, daily reports, photos, & meeting minutes through the Broaddus & Associates *Owner In-Site* ® Web-based Project Management System.
14 Continue the Change Management System into construction phase. (Best Practice) Analyze each potential change, estimate cost and schedule, assess its impact, and negotiate the change amount. Execute necessary contract modification documents.
15 If a CM-at-Risk project, track the GMP savings balance and plan for its use or recapture.
16 Monitor Requests For Information (RFI's) and Designer responsiveness.
17 Coordinate vendors under separate contract to owner, such as security, data, telecom, move management.
18 Review Contractor's Building Commissioning and Turnover Plan as a part of Planning for Start-up. *(Best Practice)*
19 Evaluate payment applications and make recommendations to owner on approval of requests for progress payments.
20 Perform final inspections and review punch list work.

Occupancy & Commissioning (Turnover)

1 Plan for furnishing procurement, installation and building turnover.
2 Review the results of the HVAC Test and Balance for compliance with construction contract requirements.
3 Monitor all pre-functional testing and check-out for compliance with commissioning plan.
4 Oversee turnover of all certification documentation and submittals to proper agencies on behalf of Owner.
5 Coordinating training of facility maintenance staff for familiarization with all systems.

Warranty and Occupancy

1 Review all contractual and warranty obligations for compliance including the issuance of all documents such as operations and maintenance manuals.
2 Generate and deliver tickler file of all warranty deadlines for each project.
3 Coordinate reviews of warranty items after a 30 day and 6 month period.
4 Provide post-occupancy evaluation of facility prior to warranty expiration.

Exhibit "D" - Hourly Rates

Broaddus & Associates

Labor Category	2014 Rate
Program Executive	$ 255
Program Manager	$ 225
Project Executive/Director/Area Manager	$ 225
Senior Project Manager	$ 191
Project Manager	$ 157
Assistant Project Manager	$ 139
Senior Construction Representative	$ 122
Construction Representative	$ 99
Planning Executive	$ 220
Planning Director/Master Planner	$ 196
Senior Planner/Programmer	$ 174
Project Planner	$ 115
Senior Cost Estimator	$ 157
Cost Estimator / Scheduler	$ 127
Architectural/Graphic Support	$ 95
CAD/Graphics	$ 76
Senior BIM Manager	$ 155
BIM Manager	$ 105
BIM Data Technician	$ 75
Office Engineer/Administrative	$ 64

beazley

DECLARATIONS

AFB A&E MEDIA TECH®

ARCHITECTS AND ENGINEERS PROFESSIONAL LIABILITY, ARCHITECTS, ENGINEERS AND CONTRACTORS POLLUTION LIABILITY, TECHNOLOGY BASED SERVICES, TECHNOLOGY PRODUCTS, COMPUTER NETWORK SECURITY, MULTIMEDIA AND ADVERTISING LIABILITY AND PRIVACY LIABILITY INSURANCE

THIS IS A CLAIMS MADE AND REPORTED POLICY. SUBJECT TO ITS TERMS, THIS POLICY APPLIES ONLY TO ANY CLAIM FIRST MADE AGAINST THE INSUREDS DURING THE POLICY PERIOD OR OPTIONAL EXTENSION PERIOD, IF APPLICABLE, AND REPORTED IN WRITING TO THE UNDERWRITERS EITHER DURING THE POLICY PERIOD, WITHIN SIXTY (60) DAYS AFTER THE EXPIRATION OF THE POLICY PERIOD OR DURING THE OPTIONAL EXTENSION PERIOD, IF APPLICABLE. AMOUNTS INCURRED AS CLAIMS EXPENSES SHALL REDUCE AND MAY EXHAUST THE LIMIT OF LIABILITY AND ARE SUBJECT TO THE DEDUCTIBLE. THE UNDERWRITERS SHALL NOT BE LIABLE FOR ANY DEFENSE COSTS OR FOR ANY JUDGMENT OR SETTLEMENT AFTER THE LIMIT OF LIABILITY HAS BEEN EXHAUSTED. PLEASE READ THIS POLICY CAREFULLY.

These Declarations along with the completed and signed **Application** and the Policy with endorsements shall constitute the contract between the **Insureds** and the Underwriters.

Underwriters: Beazley Insurance Company, Inc.

Policy Number: V1535E140101

Item 1. Named Insured: Broaddus & Associates

Address: 1301 South Capital of Texas Highway, Suite A-302

Austin, TX 78746

Item 2. **Policy Period:**

From: 27-Mar-2014

To: 27-Mar-2015

Both dates at 12:01 a.m. Local Time at the Address stated in Item 1.

Item 3. **Limit of Liability**:

(a) $1,000,000 Each **Claim** – includes **Claims Expenses**

(b) $1,000,000 Aggregate for the **Policy Period** – includes **Claims Expenses**

Item 4. **Deductible**: $50,000 Each **Claim Deductible** – includes **Claims Expenses**

Item 5. **Premium**: $74,904

Item 6. **Retroactive Date**: Full Prior Acts

Item 7. **Technology Based Services, Technology Products, Computer Network Security, and Multimedia and Advertising Liability Insurance Coverage Option:**

Purchased ☒	if this box is checked then Insuring Clauses I.C., I.D., I.E., I.F., and I.G. of this Policy shall apply.
Not Purchased ☐	if this box is checked then Insuring Clauses I.C., I.D.,I.E., I.F. and I.G. of this Policy shall not apply.

If no box is checked, then Insuring Clauses I.C., I.D., I.E., I.F. andI.G. of this Policy shall not apply.

Item 8. **Optional Extension Period:**

(a) Premium for **Optional Extension Period:**	100% of the total premium as for this Policy
(b) Length of **Optional Extension Period:**	12 Months

Item 9. Notification under this Policy:

(a) Notification pursuant to Clause XI. shall be given to:

Email a&eclaims@beazley.com
Fax (866) 910-1397
Online http://www.beazley.com/claims_service/ae_claims_form.aspx
Mail Beazley Insurance Company, Inc.
30 Batterson Park Drive
Farmington, CT 06032
Attn: A&E Claims

If you have any questions or for additional information please call (888) 222-1123

(b) All other notices under this Policy shall be given to:

Beazley Insurance Company, Inc.
30 Batterson Park Road
Farmington, CT 06032
Tel: (860) 677-3700
Fax: (860) 679-0247

Item 10. Endorsements Effective at Inception:

1. BICMU00030507TX	Important Notice
2. A0004 112007 ed.	Notification Of The Availability of Loss Control Information/Services- Texas
3. BICMU05090406	Nuclear Exclusion
4. E02804 032011 ed.	Sanction Limitation and Exclusion Clause
5. A00438TX 082009 ed.	Texas Amendatory Endorsement
6. BICMU05070406	War and Civil War Exclusion
7. E01412 082009 ed.	First Dollar Defense Endorsement
8. BICMU05020708TX	Reliance on Another Insurance Company's Application- Texas
9. E05106 102013 ed.	Amend Insured to Include Scheduled Entity
10. BICAE00351105	Exclude Scheduled Entity/Person
11. E04498 022013 ed.	Notice of Cancellation to Certificate Holder
12. E01636 082010 ed.	Specific Project/Client Excess Limit of Liability Endorsement

The Underwriters have caused this Policy to be signed and attested by its authorized officers, but it shall not be valid unless also signed by another duly authorized representative of the Underwriters.

Authorized Representative

01-Apr-2014
Date

Secretary

President