

South Texas College
Board of Trustees
Facilities Committee
Ann Richards Administration Building, Board Room
Pecan Campus
Tuesday October 14, 2014
@ 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 September 11, 2014 Facilities Committee Meeting Minutes

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

**South Texas College
Board of Trustees
Facilities Committee
Ann Richards Administration Building, Board Room
Pecan Campus
Thursday, September 11th, 2014
@ 4:30 PM
McAllen, Texas**

MINUTES

The Facilities Committee Meeting was held on Thursday, September 11th, 2014 in the Ann Richards Administration Building Board Room at the Pecan Campus in McAllen, Texas. The meeting commenced at 4:44 with Mr. Gary Gurwitz presiding.

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

Members absent: None

Also present: Dr. Shirley A. Reed, Mr. Chuy Ramirez, Mrs. Mary Elizondo, Mr. Gerry Rodriguez, Mr. George McCaleb, Mrs. Becky Cavazos, Dr. Arturo Montiel, Ms. Maricela Silva, Mr. Gilbert Gallegos, Mr. Rolando Garcia, Ms. Diana Bravos, Mr. Steven McGarraugh, Mr. Cesar Gonzalez, Mr. Trey Murray, Mr. Michael Hovar, Mr. Eli Alvarado, Mr. Chris Sias, Mr. Lonnie King, and Mr. Andrew Fish

Approval of August 14, 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 August 14, 2014 were approved as written. The motion carried.

Review and Recommend Action on FY 2014-2015 Committee Meeting Schedule

The Facilities Committee was asked to review the following schedule and recommend amendment or approval as appropriate. The Board will be asked to review and take action on a calendar of Committee and Board Meetings for FY 2014-2015 at the September 23, 2014 Regular Board Meeting.

The proposed meeting schedule for the Facilities Committee was as follows:

<u>Weekday</u>	<u>Date</u>	<u>Meeting Time</u>
Thursday	September 11, 2014	4:30 p.m.
Tuesday	October 14, 2014	4:30 p.m.
Thursday	November 13, 2014	4:30 p.m.
Thursday	December 11, 2014	4:30 p.m.
Tuesday	January 13, 2015	4:30 p.m.
Thursday	February 12, 2015	4:30 p.m.
Thursday	March 19, 2015	4:30 p.m.
Thursday	April 16, 2015	4:30 p.m.
Thursday	May 14, 2015	4:30 p.m.
Thursday	June 11, 2015	4:30 p.m.
Thursday	July 09, 2015	4:30 p.m.
Thursday	August 13, 2015	4:30 p.m.
Thursday	September 10, 2015	4:30 p.m.

Facilities Committee Meetings were generally scheduled for the second Thursday of each Month at 4:30 p.m. unless scheduling conflicts required a schedule adjustment.

A full calendar view of the proposed Committee and Board meeting schedule was included in the packet for the Committee's information.

Upon a motion by Mrs. Graciela Farias and a second by Mr. Jesse Villarreal, the Facilities Committee recommended Board approval of the proposed Committee meeting schedule as presented. The motion carried.

Executive Session:

The South Texas College Board Facilities Committee convened into Executive Session at 4:45 p.m. in accordance with Chapter 551 of the Texas Government Code for the specific purpose provided in:

- Section 551.071, Consultations with Attorney

1. Update on Status of 2013 Bond Construction Program

Open Session:

The South Texas College Board Facilities Committee returned to Open Session at 5:10 p.m. No action was taken in Executive Session.

Motion to Recess the Facilities Committee:

Facilities Committee Chair Mr. Gary Gurwitz anticipated the need to end the Facilities Committee meeting in time for the scheduled 5:30 p.m. Public Hearing and Special Board Meeting on the Proposed 2014 Tax Rate, and asked for a motion to recess the Facilities Committee at the appropriate time, to be resumed after other business was resolved.

Mr. Paul R. Rodriguez suggested that the Facilities Committee should resume after the Special Board meeting scheduled at 6:00 p.m., and immediately prior to the Finance and Human Resources Committee.

Upon a motion by Mr. Paul R. Rodriguez and a second by Ms. Rose Benavidez, the Facilities Committee agreed to recess at 5:30 p.m. and to reconvene after the Board meetings, and prior to the Finance and Human Resources Committee Meeting. The motion carried.

Facilities Committee Agenda Items Taken Out of Order:

Having established a limited window in which to complete remaining agenda items prior to the scheduled recess at 5:30 p.m., the Facilities Committee Chair took the following items out of order for Facilities Committee consideration and action:

Review and Recommend Action on Amendment to the Inter-local Agreement with the City of McAllen for the Nursing & Allied Health Campus Property

Approval of amendment to Inter-local Agreement with the City of McAllen for the Nursing & Allied Health Campus Property would be requested at the September 23, 2014 Board meeting.

In December 2010 the City of McAllen and STC approved an Inter-local agreement for the conveyance of 6.63 acres of land for STC's Nursing & Allied Health Campus in McAllen, Texas. The inter-local agreement included a requirement stating that STC would build a five story instructional facility on the property within five years.

With the completion of STC's district wide master plan and development of the 2013 Bond Program, a four story facility was proposed to be constructed on the 6.63 acre site. Since the proposed four story structure did not meet the requirements of the inter-local agreement, STC administration submitted a formal written request to the City of McAllen to allow STC to build a four story facility instead of the five story facility as identified in the agreement.

The City of McAllen approved the College's request for the four story facility and prepared an amendment to the inter-local agreement. A copy of the inter-local

agreement amendment was included in the Facilities Committee packet for review by the Board Facilities Committee.

Upon a motion by Mr. Gary Gurwitz and a second by Dr. Alejo Salinas, Jr., the Facilities Committee recommended Board approval of the amendment to the Inter-local Agreement with the City of McAllen for the Nursing & Allied Health Campus 6.63 acre property as presented. The motion carried.

Review and Recommend Action on El Milagro Clinic Parking Lot License Agreement between El Milagro Clinic, the City of McAllen, and South Texas College for the Nursing & Allied Health Campus

Approval of El Milagro Clinic Parking Lot license agreement between El Milagro Clinic, the City of McAllen, and South Texas College would be requested at the September 23, 2014 Board meeting.

In November 2010 STC Board approved a license agreement for use of an 80 space vehicle parking lot located on the El Milagro Clinic property. The license agreement would expire in October, 2014 and a new agreement would need to be approved in order for STC to continue using the parking area.

El Milagro Director, Mrs. Grace Lawson, was contacted regarding this renewal and coordinated approval of the new agreement from the El Milagro Board and the City of McAllen who were co-owners of the property. A copy of the proposed license agreement which allowed for the use of the parking lot for two years and the option to renew for two additional years was included in the packet. Mrs. Lawson recommended that the previous annual amount of \$1,000 be increased to \$1,250 for use of the parking lot.

Upon a motion by Mr. Gary Gurwitz and a second by Mr. Jesse Villarreal, the Facilities Committee recommended Board approval of the El Milagro Clinic Parking Lot license agreement between El Milagro Clinic, the City of McAllen, and South Texas College. The motion carried.

Review and Recommend Action on Contracting Construction Services for the Pecan Campus Buildings A, G, H, and X Electrical Disconnects

Approval to select a contractor for the Pecan Campus Buildings A, G, H, and X Electrical Disconnects would be requested at the September 23, 2014 Board meeting.

In January 2014, the Board approved design services with ACR Engineering to prepare plans and specifications for these electrical disconnects. Funds for electrical

disconnects to replace the existing electrical disconnects which had met their lifecycle and were a recurring maintenance problem were included in the FY 2014-2015 construction budget are.

STC staff and ACR Engineering issued the necessary plans and specifications for the solicitation of competitive sealed proposals. Solicitation of competitive sealed proposals for this project began on August 11, 2014. A total of two (2) proposals were received on September 3, 2014.

Timeline for Solicitation of Competitive Sealed Proposals	
August 11, 2014	Solicitation of competitive sealed proposals began.
September 3, 2014	Two (2) proposals were received.

Staff evaluated these proposals and included a proposal summary in the packet. It was recommended that the top ranked contractor be recommended for Board approval. Funds were budgeted in the FY 2014-2015 Construction budget for this project.

Upon a motion by Dr. Alejo Salinas, Jr. and a second by Mr. Paul R. Rodriguez, the Facilities Committee recommended Board approval to contract construction services with Metro Electric in the amount of \$101,121 for the Pecan Campus Buildings A, G, H, and X Electrical Disconnects project as presented. The motion carried.

Review and Recommend Action on Contracting Construction Services for the Technology Campus Cooling Tower Replacement

Approval to select a contractor for the Technology Campus Cooling Tower Replacement would be requested at the September 23, 2014 Board meeting.

In February 2014, the Board approved design services with Halff Associates to prepare plans and specifications for replacement of one HVAC cooling tower. Funds for the cooling tower replacement were included in the FY 2014-2015 construction budget.

Proposals were previously received and rejected due to cost exceeding the project budget. The Board of Trustees previously approved the rejections of proposals and authorized staff to work with the project engineer to value engineer and re-solicit proposals in an effort to reduce costs.

STC staff and engineers with Halff Associates revised the project plans and specifications and re-solicited competitive sealed proposals. Solicitation of competitive sealed proposals for this project began on August 11, 2014. A total of two (2) sets of construction documents were issued to general contractors, sub-contractors, and suppliers and a total of two (2) proposals were received on August 26, 2014.

Timeline for Solicitation of Competitive Sealed Proposals	
August 11, 2014	Solicitation of competitive sealed proposals began. Two (2) sets of construction documents were issued.
August 26, 2014	Two (2) proposals were received.

Staff evaluated these proposals and included a proposal summary in the packet. It was recommended that the top ranked contractor be recommended for Board approval. Funds have been budgeted in the FY 2014-2015 Construction budget for this project.

This project exceeded the \$300,000 construction cost limitation used when contracting MEP Engineering services from the current pool of approved firms. All estimates prepared by the project engineer and STC staff before the solicitation of proposals indicated that construction cost would be less than \$300,000. Based on the work completed through the meeting including design, solicitation of proposals, rejection of proposals, re-design, value engineering and re-solicitation of proposals, staff recommended approving the best values proposal as determined through the re-solicitation and evaluation process.

Upon a motion by Mrs. Graciela Farias and a second by Ms. Rose Benavidez, the Facilities Committee recommended Board approval to contract construction services with Pro Tech Mechanical in the amount of \$396,000 for the Technology Campus Cooling Tower Replacement project as presented. The motion carried.

Review and Recommend Action on Rejecting Construction Proposals for the Nursing & Allied Health Campus Parking Lot Expansion and Entry Drive

Approval to reject construction proposals for the Nursing & Allied Health Campus Parking Lot Expansion and Entry Drive would be requested at the September 23, 2014 Board meeting.

In May 2014, the Board approved design services with Perez Consulting Engineers (PCE) to prepare plans and specifications for the Nursing & Allied Health Campus Parking Lot Expansion and Entry Drive. Included in the FY 2013-2014 construction budget are funds in the amount of \$540,000 for construction of the new parking lot.

STC staff worked with PCE 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 August 4, 2014. A total of six (6) proposals were received on August 21, 2014.

For the following reasons, staff recommended Board approval to reject the current proposals and allow staff to work with PCE to value engineer, determine where costs can be reduced, and re-solicit construction proposals.

1. Proposals received are significantly above the available budget
2. Lowest cost proposal ranked 4th after evaluations due to poor response to proposal questionnaire
3. The range of costs from all proposals received has a large deviation

Upon a motion by Dr. Alejo Salinas, Jr. and a second by Mr. Jesse Villarreal, the Facilities Committee recommended Board approval to reject construction proposals, require that PCE redesign to effectively reduce cost, and re-solicit proposals for the Nursing & Allied Health Campus Parking Lot Expansion and Entry Drive project as presented. The motion carried.

Review and Recommend Action on Substantial or Final Completion of the Following Projects

Approval of substantial or final completion and release of final payment for the following projects would be requested at the September 23, 2014 Board meeting:

	Projects	Substantial Completion	Final Completion	Documents Attached
1.	Starr County Campus Parking Lot 5 Lighting and South Drive Lighting Improvements	Recommended	Estimated October 2014	Certificate of Substantial Completion
2.	Pecan and Starr County Campus Repainting of Exterior Stucco Walls	Previously Approved	Recommended	Final Completion Letter

1. Starr County Campus Parking Lot 5 and South Drive Lighting Improvements

It was recommended that substantial completion for this project with Zitro Electric be approved.

Engineers with ACR Engineering 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 August 28, 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.

Zitro Electric 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 October 2014 Board meeting.

2. Pecan and Starr County Campus Repainting of Exterior Stucco Walls

It was recommended that final completion for this project with Alpha Building Corporation be approved.

Final Completion including punch list items were accomplished as required in the Owner/Contractor agreement for this project. It was recommended that final completion and release of final payment for this project with Alpha Building Corporation be approved. The original cost approved for this project was in the amount of \$145,475.

The following chart summarizes the above information:

Construction Budget	Approved Proposal Amount	Net Total Change Orders	Final Project Cost	Previous Amount Paid	Remaining Balance
\$210,000	\$145,475	\$3,676.56	\$149,151.56	\$141,693.98	\$7,457.58

On August 27, 2014, STC Planning & Construction Department staff inspected the site to confirm that all punch list items were completed.

Upon a motion by Dr. Alejo Salinas, Jr. and a second by Ms. Rose Benavidez, the Facilities Committee recommended Board approval of the substantial or final completion and release of final payment of the projects as presented. The motion carried.

Recess and Reconvening of the Facilities Committee

The Facilities Committee recessed at 5:24 p.m., to allow for the Public Hearing and Special Board Meeting on the Proposed 2014 Tax Rate.

The Facilities Committee reconvened at 6:23 p.m. and discussed the following items:

Update on Status of 2013 Bond Construction Program

Mr. Gilbert Gallegos with Broaddus & Associates provided a brief review and update on the status of the 2013 Bond Construction Program, as follows:

Facilities Space Programs (Building Interior Spaces)

- B&A is working with STC to update the facilities space programs for the future libraries
- Current facilities space programs have been forwarded to B&A for their review, recommendations, and use to begin work on Bond Construction Program
- Goal is to have all space programs ready to hand over to architects in September 2014

Construction Program Management Firm

- Broaddus & Associates (B&A) contract has been executed

Facilities Design Standards and Guidelines

- FPC staff is currently working to update building standards and will forward the recommended standards to B&A for review and consideration
- Goal is to have these standards updated by September 2014

Solicitation of Architectural and Engineering Firms

- Seventeen A/E firms submitted statements of qualifications on August 22, 2014
- Evaluation team has completed evaluations of A/E qualification and results will be presented to the Board Facilities Committee on September 11, 2014
- A/E contract draft is currently in review and editing
- Fee Schedule-STC's currently approved A/E fee schedule has been reevaluated by B&A. Fees have been benchmarked against other College systems and a recommendation for any changes will be presented by B&A to the Committee for consideration

Solicitation of Engineering Firms

- RFQ's for Civil Engineering (CE)/Surveying Services and for Mechanical Engineering Plumbing (MEP) Services were Board approved in August; these services will be required for design of Thermal Plants and Parking and Site Improvements
- The proposed schedule for solicitation and evaluation of MEP and CE qualifications is as follows:
 - They have been advertised on September 2, 2014 and September 9, 2014 and a pre qualifications conference will be held at 2:00 PM on September 11, 2014 at the Cooper Center
 - Engineering firms will submit qualifications on Friday, September 19, 2014 and evaluations will begin September 22, 2014
 - Evaluation results will be presented to the Board Facilities Committee in October 2014

Look Ahead

- Program Confirmation in progress
 - Design Standards and Guidelines Review
 - Macro BIM Start-up
- Confirm Project Priorities in progress
- Baseline Master Program Schedule is complete and will be updated as the Architects' contracts are negotiated
- A/E Selection-RFQ Responses have been evaluated and recommendations are attached for your review and comment
- Construction Managers at Risk Firms will be selected in November 2014
- AV/Telecommunication Consultant proposal will be submitted in early September for consideration
- Owner In-site project management software set-up and training in progress
- Responsibility Matrix to be presented at the October 9, 2014 Facilities Committee Meeting
 - Delegation
 - Board Expectations
- Establish Communication Protocol/Reporting
 - Board
 - Staff
 - Internal
- Total Project Budget Confirmation in progress
- Future Presentations
 - Project Delivery
 - Volume Procurement

Review and Recommend Action on Short List of Architectural Firms and Assignments of Construction Projects for the 2013 Bond Construction Program

Approval of Short list of architectural firms and assignments of construction projects would be requested at the September 23, 2014 Board meeting.

Broaddus & Associates representatives along with STC staff attended the September 11, 2014 Facilities Committee meeting to provide an update on the evaluation of architect firms' statements of qualifications submitted for the 2013 Bond Construction Program.

On August 22, 2014 a total of seventeen (17) submittals were received in response to STC's solicitation of qualifications from architects for the 2013 Bond Construction Program. A team consisting of three Broaddus & Associates representatives and seven STC staff members has completed the evaluations of the submittals.

Evaluation of the architect's qualifications has been completed and Broaddus & Associates has prepared a recommendation on how the Bond construction projects could be assigned to firms based on evaluation of the information provided. This recommendation is based on the following general requirements:

1. Overall evaluation of each firm's qualifications, experience, and references
2. Ranking of each firm after evaluations as identified by each firm
3. Each firm's unique experience and areas of specialization
4. Each firm's capacity to manage each project size
5. Project preferences

Broaddus & Associates provided spread sheets summarizing the information gathered during the evaluation team's review and the proposed project assignments resulting from the evaluations. The Committee reviewed the recommended firms and project assignments and discussed alternative project assignments.

The Facilities Committee amended the recommendations made by Broaddus & Associates, and established the following recommended selection of architectural firms and assignment of 2013 Bond Construction Program projects. Mr. Gallegos agreed that the proposed changes were reasonable and that the identified architectural firms were highly qualified to complete the assigned projects.

<u>2013 Bond Program Project</u>	<u>Recommended Architect</u>
Pecan Campus - STEM Building	Boultinghouse Simpson Gates Architects
Pecan Campus - Student Activities Building and Cafeteria	The Warren Group Architects
Pecan Campus - North Academic Building	PBK Architects
Pecan Campus - South Academic Building	Boultinghouse Simpson Gates Architects
Mid Valley Campus - Health Professions and Science Building	ROFA Architects
Mid Valley Campus - Workforce Training Center Expansion	EGV Architects
Mid Valley Campus - Student Services Building Expansion	ROFA Architects
Mid Valley Campus - Library Expansion	Mata Garcia Architects, LLP
Technology Campus - Southwest Building Renovation	EGV Architects

Starr County Campus - Health Professions and Science Building	Mata Garcia Architects, LLP
Starr County Campus - Library	Mata Garcia Architects, LLP
Starr County Campus - Student Services Building Expansion	Mata Garcia Architects, LLP
Starr County Campus - Student Activities Building	Mata Garcia Architects, LLP
Starr County Campus - Expansion and Workforce Training Center Expansion	EGV Architects
Nursing & Allied Health Campus Expansion	ERO Architects
La Joya Jimmy Carter Teaching Site Training Labs Improvements	EGV Architects
Regional Center for Public Safety Excellence	postpone pending property procurement

Upon a motion by Mr. Paul R. Rodriguez and a second by Mr. Gary Gurwitz, the Facilities Committee recommended Board approval to select the recommended firms and confirm the project assignments as described. The motion carried.

Review and Recommend Action on Architectural and Engineering Services Fee Schedule

Approval of revised fee schedules for architectural and engineering services would be requested at the September 23, 2014 Board meeting.

Broadus & Associates was asked to re-evaluate STC's current fees schedule and provide recommendations on updating the fee schedule if they determined it was appropriate. As a result of their evaluation, B&A determined that some modifications were warranted and would be beneficial to STC. B&A's evaluation of these fees included a comparison with other public institutions located locally and in other parts of the state.

Tables were provided for review and consideration by the Facilities Committee and included the following:

1. Summary of fees from other public institutions
2. List of previous fees and proposed fees schedule

Ms. Diana Bravos from B&A attended the September 11, 2014 Board Facilities Committee meeting to review this information and addressed questions by the Committee.

At the Facilities Committee, Mr. Paul R. Rodriguez asked whether the fee schedule would apply only to the 2013 Bond Construction Program projects, or whether the recommendation was for the Board to adopt this for all construction projects at South Texas College. Mr. Gilbert Gallegos with Broaddus & Associates agreed that this schedule could apply to all projects. Mr. Gerry Rodriguez, STC Director of Facilities Planning & Construction, agreed that STC's staff provided services comparable to those offered by the Construction Program Management services performed by Broaddus & Associates for the 2013 Bond Construction Program, and that the fee schedule could be applied to all projects undertaken at South Texas College.

Mr. Paul R. Rodriguez then noted that the proposed revision did not include portable buildings, which were included in the previous schedule.

Upon a motion by Mr. Roy de León and a second by Ms. Rose Benavidez, the Facilities Committee recommended Board approval of the revised fee schedule for architectural and engineering services as presented. The motion carried, with Mr. Paul R. Rodriguez abstaining from the vote.

Review and Discussion on Standard Contract for Architectural and Engineering Services for 2013 Bond Construction Program

Mr. Gilbert Gallegos informed the Committee that he would provide an update on the procurement methods for construction services at the October 2014 Board meeting. At that time staff would solicit Board authorization of appropriate procurement methods, and that would influence the contracts negotiated with architects for 2013 Bond Construction Program projects.

This item was for the Committee's information and no action was taken.

Update on Status of Construction Projects

The Facilities Planning & Construction staff prepared a design and construction update, which was included in the packet. This update summarized the status of each capital improvement project currently in progress. Gerry Rodriguez was present to respond to questions and address concerns of the Committee. No questions or concerns were voiced.

Adjournment

There being no further business to discuss, the Facilities Committee Meeting of the South Texas College Board of Trustees adjourned at 7:20 p.m.

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

Mr. Gary Gurwitz, Chair

Review and Recommend Action on the Issuance of Final Demand Letter for Hail Damage Insurance Claims

Staff has tendered to Chubb Insurance responses to all of Chubb's requests for clarifications and additional information supporting STC's claim for damages resulting from the March 2012 hail storm.

The following chart contains a breakdown of the total costs for repairs including the repairs caused by the hail storm and additional owner requested repairs. Also, included is the amount currently received from Chubb and STC's deductible. As of August 5, 2014 Chubb has confirmed receipt of all STC's final documentation and has indicated that additional expenses in the amount of \$427,401.35 may be paid if adequate supporting documentation is provided. If these additional expenses are covered, an amount of \$2,279,028.53 may remain as a potential disputed amount. If the additional amount is not paid, the remaining disputed amount will remain at \$2,706,429.88.

The total hail damage repair costs may be summarized as follows:

Summary of Hail Storm Damage Insurance Claims	
Total Hail Damage Repair Costs	\$8,010,314.14
Less: Owner Requested Repairs	332,688.26
Net Hail Damage Repair Costs	7,677,625.88
Less: Deductible	1,698,382.63
Less: Insurance Payments Received	3,272,813.37
Difference – Pending Claims	\$2,706,429.88

Note: Table does not include the additional pending payment amount of \$427,401.35 from Chubb

STC legal counsel has previously received an agreement from Chubb that it would waive any statute of limitations claim until a formal response to STC's figures has been provided. The final figures are contained herein and legal counsel seeks a formal demand to Chubb from the College.

The Board will be asked to approve and authorize Legal Counsel to issue a demand letter to Chubb Insurance. Legal Counsel has provided a letter, as a confidential document under separate cover, for review by the Committee and recommendation for Board approval. The demand letter will be sent to Chubb after Board approval.

It is requested that the Facilities Committee recommend for Board approval at the October 28, 2014 Board meeting, the approval and authorization of Legal Counsel to issue a demand letter to Chubb Insurance for the current disputed amount of \$2,706,429.88 as presented.

Update on Status of 2013 Bond Construction Program

Facilities Space Programs (Building Interior Spaces)

- B&A is working with STC to update the facilities space programs for the future libraries
- Current facilities space programs have been forwarded to B&A for their review, recommendations, and use to begin work on Bond Construction Program
- All of Space Data has now been converted to Macro BIM in three dimensional format for hand off to architectural firms and start of schematic design

Facilities Design Standards and Guidelines

- FPC has updated building standards and been forwarded to B&A for review
- Goal is to have these standards complete for start of Architectural design process

Solicitation of Architectural and Engineering Firms

- Board of Trustees identified most highly qualified Architectural Design Teams and distribution of Construction Bond Program projects on September 23, 2014 and authorized Broaddus & Associates and STC Staff to commence negotiation process
- A/E draft agreement has been approved by Board for inclusion in negotiations
- Fee Schedule - STC's currently approved A/E fee schedule has been re-evaluated by B&A and recommended schedule was approved by Board of Trustees. This will be used as basis for commencing fee negotiations as a not to exceed amount.

Solicitation of Engineering Firms

- RFQ's for Civil Engineering (CE)/Surveying Services and for Mechanical Engineering Plumbing (MEP) Engineering Services was approved by Board in August; these services will be required for design of Thermal Energy Plants and Parking and Site Improvements
- The schedule for solicitation and evaluation of MEP and CE qualifications is as follows:
 - Advertised on September 2, 2014 and September 9, 2014; a pre-qualifications conference was held at 2:00 PM on September 11, 2014 at the Cooper Center
 - Engineering firms submitted qualifications on Friday, September 19, 2014
 - Seventeen Firms submitted for Civil Engineering Services
 - Nine Firms submitted for MEP Engineering Services for Thermal Energy Plants
 - Evaluation results will be presented to the Board Facilities Committee in October 2014. It was determined that due to the amount of interest in both of these solicitations that the recommendations forwarded to Board will be broken into two separate and distinct packages. MEP Engineering recommendation will be made October 14, 2014 and CE at November 20, 2014 Board meeting.

Look Ahead

- Program Confirmation Complete (except for Library requirements)
 - Design Standards and Guidelines Review
 - Macro BIM Start-up
- Confirm Project Priorities as negotiations are taking place
- Baseline Master Program Schedule is complete and will be updated as the Architects' contracts are negotiated
- A/E negotiations in progress
- Construction Managers at Risk presentation and project distribution will take place on October 14, 2014
- Construction Manager at Risk Solicitation Documents are complete in draft including all supporting information such as agreement, submission forms, etc.
- AV/Telecommunication Consultant proposal has been and is currently under review
- Owner In-site project management software set-up and training in progress
- Responsibility Matrix to be presented at the November 13, 2014 Facilities Committee Meeting
 - Delegation
 - Board Expectations
 - Establish Communication Protocol/Reporting
 - Board
 - Staff
 - Internal
- Total Project Budget Confirmation in progress
- Future Presentations
 - Volume Procurement

Review and Recommend Action on Construction Manager-At-Risk Construction Procurement Method for the 2013 Bond Construction Program

Approval of the Construction Manager-At-Risk Construction Procurement Method for the 2013 Bond Construction Program will be requested at the October 28, 2014 Board meeting.

Dr. Jim Broaddus with Broaddus & Associates will be present at the October 14, 2014 Board Facilities Committee meeting to provide a presentation on the construction procurement methods available to STC and a recommendation on the use of the Construction Manager-At-Risk (CM@R) method. The presentation will review the pros and cons of each method and some detail on why the CM@R is recommended for STC's Bond Construction Program.

It is proposed that the CM@R method be used for all Bond Construction projects except for La Joya Jimmy Carter Teaching Site Improvements. Attached is a copy of the presentation prepared by Broaddus & Associates.

It is requested that the Facilities Committee recommend for Board approval at the October 28, 2014 Board meeting, the use of the Construction Manager-At-Risk Construction Procurement Method for the 2013 Bond Construction Program as presented.

STC BOND PROGRAM PROJECT DELIVERY OPTIONS

James A. Broaddus Ph.D., P.E.

October 15, 2014

**BROADDUS
& ASSOCIATES**
INNOVATIVE PROJECT MANAGEMENT AND PLANNING



AGENDA

- Background/History
- Delivery Types:
 - Competitive Bidding (Low Bid)
 - Competitive Sealed Proposals
 - Construction Manager at Risk
 - Design-Build
- Pros/Cons/Issues
- Research
- STC Experience
- Q&A

ALTERNATE PROJECT DELIVERY

- Broaddus involved in drafting 1997 legislation allowing construction to move from low bid to a menu of options
- UT System was early implementer of CSP/DB/CM@Risk
- It is more than understanding the procurement laws –
 - *Owner implementation is the key!!*
- Key to Success is a Knowledgeable Owner PM
- Key implementation issues:
 - Selecting the right firms - the real differentiators
 - Using a fair owner-oriented contract
 - Negotiating not just accepting costs proposed
 - Effective pre-construction services
 - Early cost predictability leading to the GMP
 - Managing General Conditions & Self-performed Work
 - Contingency exposure, control, & management
 - Knowing how to get the DB's/CM's to perform

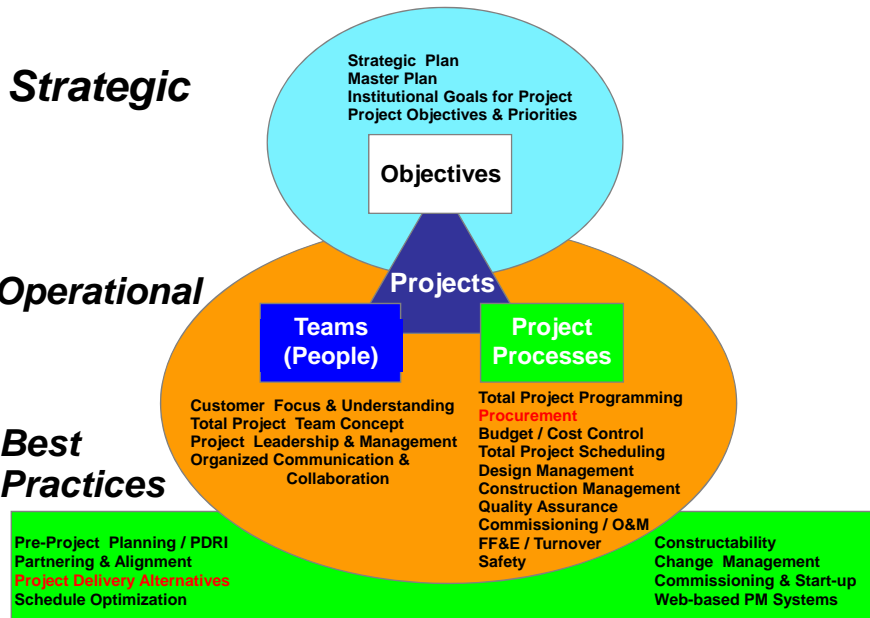
BROADDUS EXPERIENCE WITH PROJECT DELIVERY METHODS

- Programs/Projects Managed - \$7B in value
- Delivery Methods
 - Competitive Bid - 59
 - Competitive Sealed Proposal - 30
 - Construction Manager-at-Risk - 95
 - Design-Build - 26

1.0 PROJECT SUCCESS FACTORS & PM BEST PRACTICES

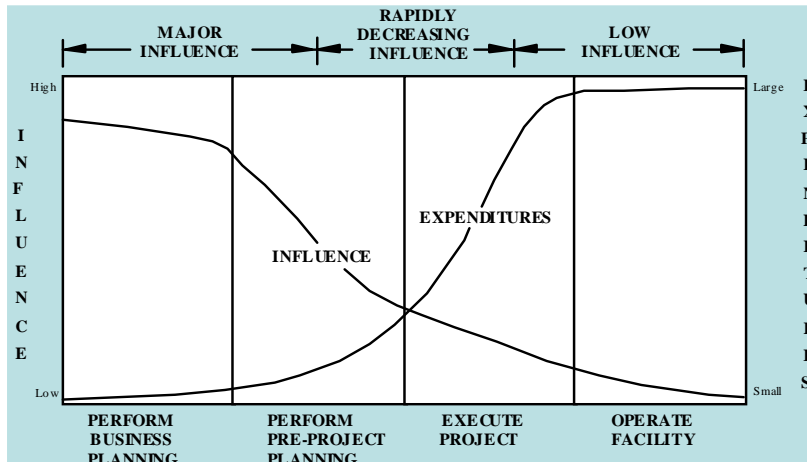


ELEMENTS OF PROJECT SUCCESS



INFLUENCE VS. EXPENDITURE CURVES

Entire Team on-board early allows best opportunity to achieve objectives



2.0 INTRODUCTION TO PROJECT DELIVERY SYSTEMS

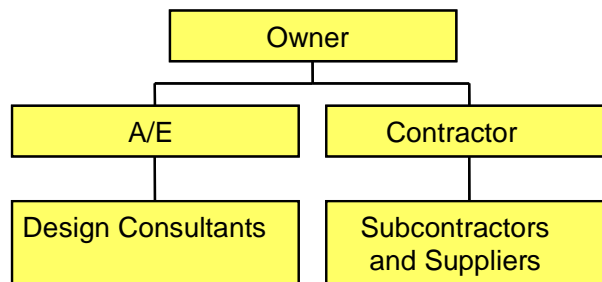
BROADDUS & ASSOCIATES
Innovative Project Management and Planning



PROJECT DELIVERY SYSTEMS

Design-Bid-Build

- A/E prepared plans and specifications
- Low dollar bid from general contractor
- Separate contracts from owner for design and construction



LOW BID DOES VS. BEST VALUE

"It's unwise to pay too much, but it's worse to pay too little.

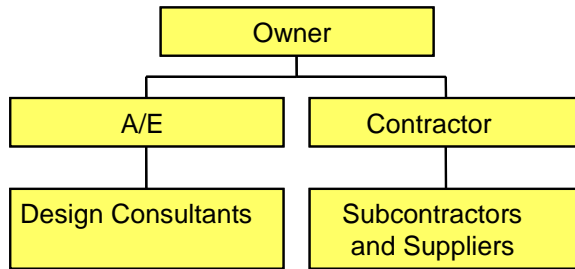
*When you pay too much, you lose a little money.
When you pay too little, you sometimes lose everything because the thing you bought was incapable of doing what it was bought to do."*

*Antonio Vega Ph.D. Professor of Economics
George Mason University*

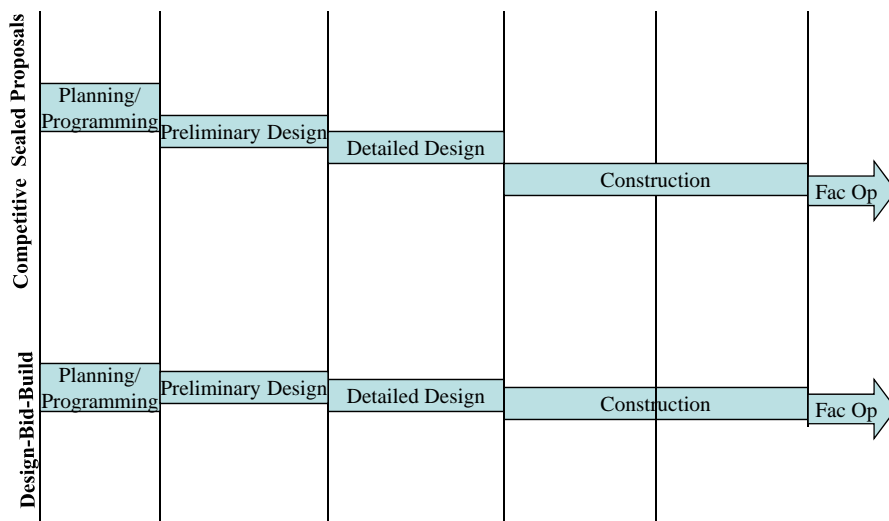
PROJECT DELIVERY SYSTEMS

- Competitive Sealed Proposals

- Architect prepares plans and specifications
- General contractor selected on price and other factors after design complete
- Separate contracts for design and construction



CSP - DBB COMPARISON

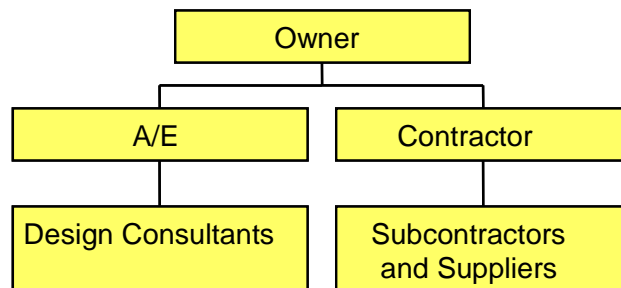


COMPETITIVE SEALED PROPOSALS

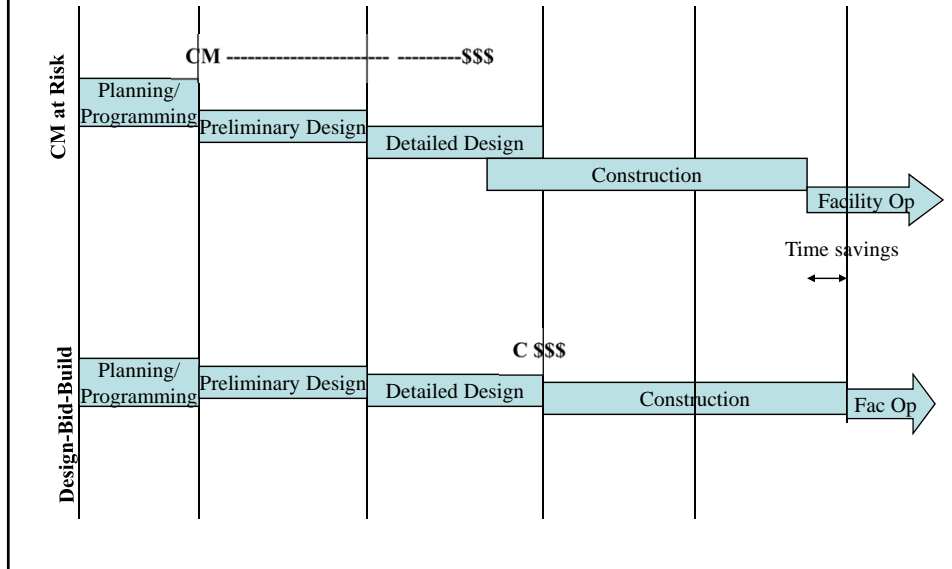
- Advantages
 - Architect selected based on Qualifications
 - Contractor selection considers qualifications/capabilities
 - Best value is selected rather than low bid
 - Negotiation with best value proposer possible
 - Allows contracting with highly qualified firm
- Disadvantages
 - More complex selection process
 - No contractor input during design
 - CSP slower than CM(at Risk) & Design-Build
 - Subcontractor selection not an open process as in CM-R & DB
- Relationship less adversarial than DBB but more adversarial than CM(R) or Design-Build

PROJECT DELIVERY SYSTEMS

- Construction Management at Risk
 - CM at Risk selected at same time as Architect
 - CM at Risk provides input to design
 - CM at Risk guarantees maximum price near end of design phase

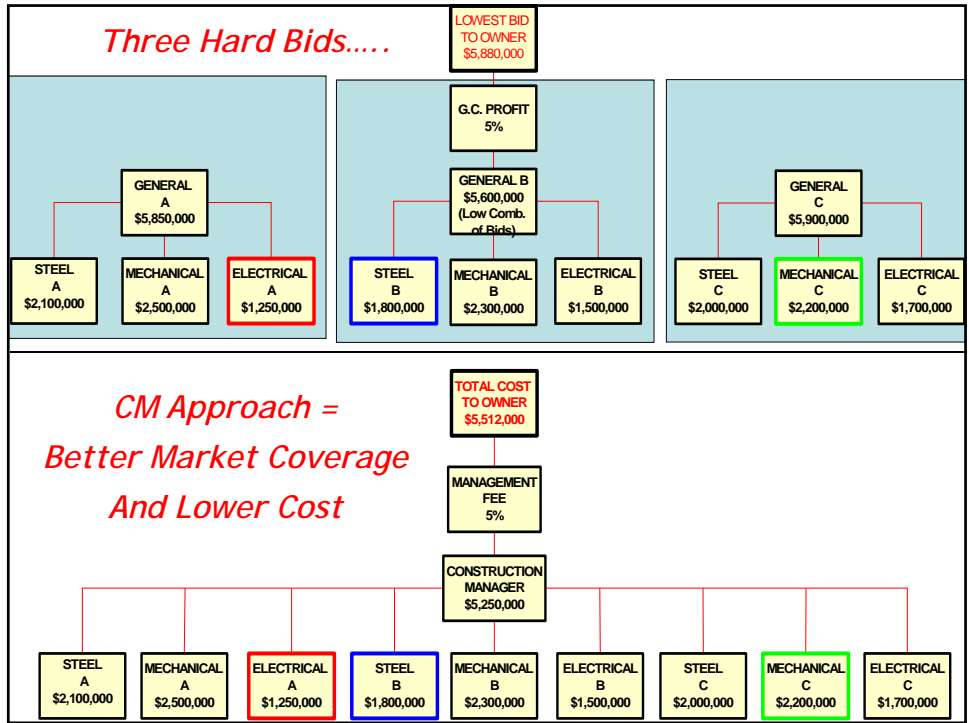


CM AT RISK - DBB COMPARISON



CONSTRUCTION MANAGEMENT

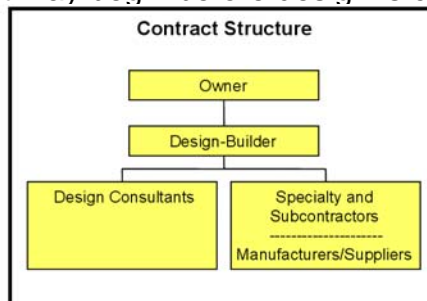
- Advantages
 - More professional relationship with contractor
 - Earlier knowledge of costs
 - Earlier involvement of contractor possible
 - Two contract system is less change for owner
 - Project delivery faster than traditional
 - Maximize Local Participation
 - Cost Plus Contract savings back to Owner
 - Fast project delivery system
 - Delivers high quality
- Disadvantages
 - Disagreements go through owner
 - Parties may still have different agendas/objectives
 - Contractor input may not be included by designer
 - Project delivery can be slower than Design-Build



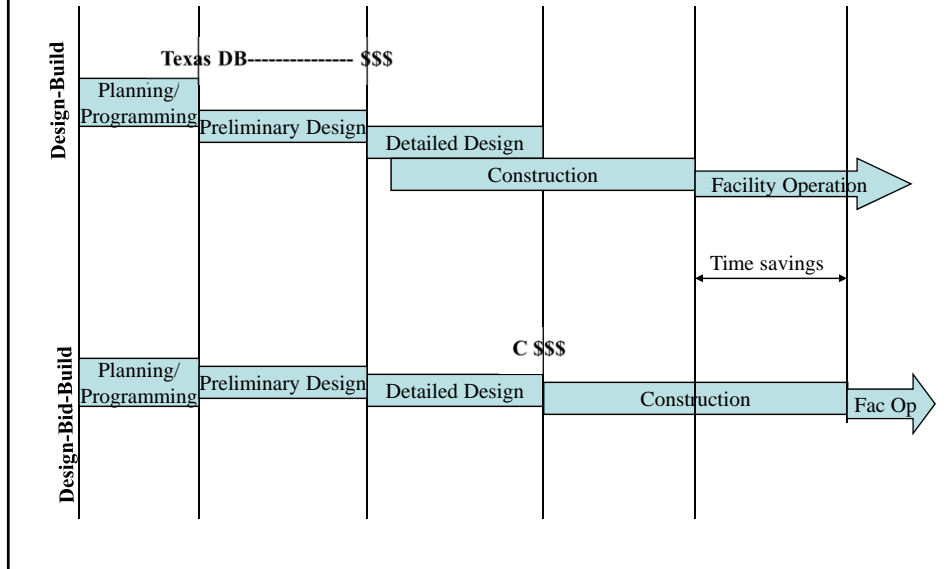
PROJECT DELIVERY SYSTEMS

III. Design-Build

- Design and construction under a single contract
- Project may begin before design is complete



DB - DBB COMPARISON



DESIGN-BUILD

- Advantages
 - Single point of responsibility for owner
 - One RFQ/RFP required vs. two for other systems
 - More professional relationship with contractor
 - A/E and contractor on the same team providing unified recommendations to owner
 - Earliest knowledge of firm costs
 - Allows clearest definition of risks
 - Least claims and litigation
 - Fast project delivery system
 - Delivers high quality
- Disadvantages
 - Must be decided on early in project
 - Owners pushed for earlier and timely decisions
 - New learning curve for owners
 - Different process in front end of project
 - Resistance among those not familiar with approach

3.0 PROJECT PERFORMANCE RESEARCH

**BROADDUS
& ASSOCIATES**
INNOVATIVE PROJECT MANAGEMENT AND PLANNING



CONSTRUCTION INDUSTRY INSTITUTE STUDY

- 351 Projects
- 5K to 2.5M SF
- Various types / Industry sectors
- Compared performance between DBB, CM@R, & DB
- Performance evaluated Cost, Schedule, Quality areas

**UNIVERSITY OF TEXAS
CONSTRUCTION INDUSTRY INSTITUTE
RESEARCH ON PROJECT DELIVERY**

<i>Project Performance Measurement</i>	<i>CM@Risk vs. Design-Bid-Build</i>	<i>Design-Build vs. Design-Bid-Build</i>	<i>Design-Build vs. CM@Risk</i>	<i>Level of Certainty</i>
Unit Cost	1.6% lower	6.1% lower	4.5% lower	99%
Construction Duration	5.8% faster	12.0% faster	7.0% faster	89%
Design & Construction Duration	13.3% faster	33.5% faster	23.5% faster	88%

**UNIVERSITY OF TEXAS
CONSTRUCTION INDUSTRY INSTITUTE
RESEARCH ON PROJECT DELIVERY**

- Quality on a 10 point scale -
 - Start-up; Call Backs; O&M; Exterior & Structure; Interior; Environmental; Equipment
 - CM@R & DB outperformed D/B/B in nearly every category

CONSTRUCTION INDUSTRY INSTITUTE STUDY

- Best performing projects-
 - Owner decision making
 - Good scope definition
 - Excellent team communication
 - Qualified contractors
- Worst performing projects-
 - Contractor engaged late in design
 - Limited team experience
 - Onerous contract clauses
 - Poor decision making process
 - No pre-qualification process

4.0 EXAMPLE

**BROADDUS
& ASSOCIATES**
INTEGRATED PROJECT MANAGEMENT AND PLANNING



OWNER IMPLEMENTATION

- Owner's staff must understand the different approach
- Owner must use new processes / documents
- Developing sound design criteria essential
- Owner match up to Design-Builder/CM's organization critical
- Owner's project role/activities reassessed
- Owner's decision making structure/timing
- PM Best Practices are essential

SOUTH TEXAS COLLEGE MULTIPLE CAMPUS BUILDING PROGRAM MANAGEMENT

- \$100 million bond program
- 794,000 SF
- 25 projects/five campus expansion
- 5 AE's/5 CM-R's
- Substantial savings
- Added educational scope



Q&A

**BROADDUS
& ASSOCIATES**
INNOVATIVE PROJECT MANAGEMENT AND PLANNING



Review and Recommend Action on Standard Owner/Architect Agreement for 2013 Bond Construction Program

Approval of the Standard Owner/Architect Agreement for the 2013 Bond Construction Program will be requested at the October 28, 2014 Board meeting.

Broaddus & Associates has assisted STC staff and STC legal counsel with preparation of a proposed Standard Owner/Architect agreement to be used for STC's 2013 Bond Construction Program. The proposed agreement is designed to be used when the College has employed the services of a **Construction Program Manager** and the **Construction Manager at Risk**.

A draft of the proposed Owner/Architect agreement is attached for the Committee's review. The agreement has been developed to identify the Owner's and Architect's responsibilities when the construction program includes the use of a **Construction Program Manager** and a **Construction Manager at Risk** as the general contractor.

Some Bond projects may not require the **Construction Manager at Risk** procurement method and therefore the more typical **Competitive Sealed Proposals** procurement method could be used. In the cases where the **Competitive Sealed Proposals** method is used, STC's standard AIA Owner/Architect agreement can be used.

Broaddus has contacted the Board approved firms and has provided them with a draft copy of the proposed agreement. Providing each firm with the draft agreement has allowed B&A to begin negotiation on the scope of service and proposed fee. With Board approval of the proposed agreement in October 2014, B&A can finalize negotiations and prepare for Board approval of fees in November 2014. A representative from Broaddus & Associates will be present at the October 14, 2014 Board Facilities Committee meeting to review the draft contract and address questions by the Committee.

It is requested that the Facilities Committee recommend for Board approval at the October 28, 2014 Board meeting, the use of the Standard Owner/Architect Agreement, substantially in the form presented, for the 2013 Bond Construction Program.

OWNER / ARCHITECT AGREEMENT

South Texas College

McAllen, Texas

DRAFT

October 2014

**CONTRACT AGREEMENT
BETWEEN
OWNER AND ARCHITECT**

**STATE OF TEXAS
COUNTY OF HIDALGO**

PART I. PARTIES

This Agreement for Architect Services is made ____ day of October 2014 between The South Texas College (Owner) and _____ Architects (Architect).

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

Exhibit "A"	Project Description and Construction Cost Limitation
Exhibit "B"	Architects and Consultant project team personnel assigned to the project with titles, emails and phone numbers and responsibility diagram
Exhibit "C".	Project Schedule
Exhibit "D"	Drawing and submittal requirements for each phase
Exhibit "E"	Facilities Programs

Owner engages the Architect to perform, for the Project, professional architectural services 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. [Describe Project:_____]

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 an 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 section _____ 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 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 or Owner's Representative 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, or the workability of the details. The Project design, plans, and specifications shall incorporate all the requirements approved by the Owner at the various design phases and shall comply with the requirements of the 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 civil 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.

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 all 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;

coordination of all civil, landscaping, irrigation, audio/visual, acoustical, technology and communication systems, as well as any specialty consultants approved 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 Construction 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. It shall be the Architect's responsibility to conduct all of its activities related to the Project so as to achieve these Project objectives on Owner's behalf.

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 Time is of the essence in the performance by Architect under this Agreement. Design of the Project shall commence immediately from the date the Architect receives a written Notice to Proceed from the Owner for each phase. 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.

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 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 by the Architect, including Consulting Engineers, or anyone acting under Architect, including for all damages and losses caused as a result of its negligent acts or omissions.

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, and CM@R to fulfill the objectives of the Project.

2.1.8 The Architect 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 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 all 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 all requirements embodied in the approved GMP proposal.

2.1.9 The Owner has employed a Construction Program Manager ("CPM") to perform many 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 any 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. Within the fee for Basic Services in this agreement, the Architect shall assist in scope definition & estimating which will be provided by the CPM. 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. 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 will be providing 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 documents 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 any added costs are incurred at a later date due to a failure to incorporate requested corrections and amendments, the added costs shall be at the Architect's sole expense.

2.1.14 Architect shall call to Owner's attention anything of any nature in any drawings, plans, sketches, instructions, information, requirements, procedures, requests 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. Nothing shall excuse or detract from Architect's responsibilities or obligations hereunder in a case where such documents or data are furnished unless Architect advises Owner in writing that in Architect's professional opinion such documents or data are unsuitable, improper, or inaccurate and Owner confirms in writing that it wishes Architect to proceed in accordance with the documents or data as originally given.

2.1.15 Architect's duties as set forth herein shall at no time be in any way diminished by reason of any approval or acceptance by Owner, nor shall Architect be released from any liability by reason of such approval by Owner, it being understood that Owner at all times is ultimately 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, any and all such 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.

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 and Negotiation Phase; and (5) Construction Phase-Administration of the Construction Contract. Basic Services shall include landscaping, irrigation, structural, mechanical, electrical Consulting Engineering services including all building information modeling ("BIM") coordination between disciplines. Architect is responsible for coordinating all civil engineering; telecommunications design consultants and other specialized design consultants required by the project. 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 additions services considered part of Basic Services**

3.2 Prior to proceeding with any of the phases of services set out in herein, the Architect must receive written authorization to proceed from the Owner or the Owner's CPM. The Architect and its Consultants shall not proceed beyond the 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 perform, without any additional cost or expense to Owner, any and all such services as are required to correct or remedy any error or omission directly attributable to the plans, drawings, and specifications and other materials of Architect, or in connection with Architect's Services, or to other persons employed by the Architect in the performance of any of the Architects Obligations under this Agreement. Should the Architect refuse or neglect to correct or remedy such defects immediately 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 obligation of the Architect is in addition to, and not in substitution for, any other remedy for defective services which Owner may have at law or in equity, or both.

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 schematic design and construction alternatives for 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 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 schematic design alternatives selected by the Owner, including those regarding aesthetic design.

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 one copy of the Architect's documents to assist the CM@R in fulfilling its responsibilities to the Owner.

3.4.3 The Architect shall review and assist the CPM in the preparation of a detailed construction cost estimate as described in paragraph 2.1.12 to determine 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.

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 STC Board of Trustees Facilities Committee Meeting and STC Board of Trustee ("Board") meeting. 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 by Owner at completion of Schematic Design and if so requested shall present same for approval by the STC Board at a regular or special Board meeting. 3D modeling of the schematics design approved by the Owner is required under Basic Services and may be required for presentations

3.5 Design Development Phase

3.5.1 Based on the approved Schematic Design Documents and approved adjustments to the Program or Construction Cost Limitation by the Owner, the Architect shall prepare, for approval by the Owner and review by the CM@R, Design Development Documents 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 and CM@R as they are being prepared at intervals appropriate to the progress of the Project and incorporate Owner's required changes in the documents. Such reviews will take place at the Project location or other location in the Hidalgo County specified 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 one copy of the Architect's documents to assist the CM@R in fulfilling its responsibilities to the Owner.

3.5.3 The Architect shall assist the preparation of a detailed Construction Cost Estimate that will be prepared by the CPM as described in paragraph 2.1.12 to determine adherence to the Construction Cost Limitation and present same with the completed Design Development Documents. 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 in coordination with the CM@R.

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.

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 location. 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 and CPM 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 CPM and 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 be so prepared that same will call for the construction of the building and related facilities, together with its built-in permanent fixtures and equipment which will cost no more than the Guaranteed Maximum Price accepted by Owner, or the Construction Cost Limitation established by Owner if no Guaranteed Maximum Price proposal has been accepted by Owner. The Architect will be responsible for managing the preparation and completion of Construction Documents to stay within such Guaranteed Maximum Price proposal or Construction Cost Limitation, subject to the provisions of Article 7 herein. The Architect shall submit at mutually agreed upon intervals the Construction Documents as they are being prepared so as to demonstrate progress to the Owner, CPM, and CM@R at the Project location or other location specified by Owner in the Hidalgo County. The Architect shall provide the CM@R with one copy of the Architect's Construction Documents to assist the CM@R in fulfilling its responsibilities to the Owner.

3.6.2 The Architect shall assist the Owner, CPM, 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, CPM and CM@R in the preparation of the necessary bidding information, bidding forms, RFP information, RFP forms, and the Terms and Conditions of the Construction Contracts.

3.6.3 The Architect shall assist the Owner, CPM 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 each phase of submission of Construction Documents, shall furnish and deliver to the Owner four complete printed copies of all plans, drawings and specifications and a CD containing drawings in PDF format, with all information of every character made or furnished in connection with the Construction Work, and 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 all plans, specifications and other documents for use by the office of the Architect and its Consultants. 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. However, addenda documents issued after the bid documents are reproduced, except for changes generated by Owner, shall be supplied at the Architect's expense.

3.6.6 The Architect shall assist the CPM with the preparation of a detailed Construction Cost Estimate to determine 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 CPM 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 or BIM system as part of Basic Services. The Owner will assist in defining the CADD drawing requirements and the final media for the CADD and BIM data as well and BIM requirements

3.6.9 The Architect shall participate in a review of each phase of the submission of the Construction Documents with the Owner CPM 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 Estimate related thereto.

3.6.10 At the completion of the Construction Document Phase, or such other time as Owner may specify to Architect, at Owner's sole option and discretion, Owner will furnish Architect with a Guaranteed Maximum Price proposal prepared by CM@R based upon mutually agreed upon level of construction documents prepared by the Architect and approved by the Owner. The Architect shall assist the Owner and CPM 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 shall participate with the Owner CPM and CM@R in constructability reviews and Value Engineering efforts and 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 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 shall assist the Owner CPM 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 for Construction as set forth below.

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 Work shall provide updated records to all attendees at each Owner's monthly meeting and at other times when requested. The Architect shall prepare agendas in advance of and shall conduct all design meetings scheduled by the Owner or Architect and shall promptly provide summary notes to all parties.

3.8.2.2 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 and CPM in making arrangements for a Pre-Construction Conference/Partnering Workshop and shall assist in preparation of an administration booklet for the Pre-Construction Conference and shall distribute copies of the bound booklet to all parties. The Architect and its Consultants shall participate in the project Partnering process including attendance at 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, CPM and CM@R to evaluate appropriateness.

3.8.4 The Architect and its Consultants shall prepare appropriate documentary materials for, and assist with conducting 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 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 no less frequently than weekly to monitor appropriate activities during the construction period, and each Architect's Consultant shall visit the site as required during construction activities related to each Consultant's discipline, 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 2 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 on site observations, the Architect shall keep the CPM and Owner informed of the progress and quality of the Construction Work, and shall endeavor to protect the Owner against defects and deficiencies in the Construction Work of the CM@R. Architect shall notify Owner, CPM 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, CPM and the CM@R on the occasion of all 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 in the preparation of an agenda for, and attend monthly job conferences for attendance by representatives of the CM@R, major Trade Contractors and Subcontractors, the Architect and the Owner's Representative.

3.8.8 The Architect shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Construction Work, for the acts or omissions of the CM@R, Trade Contractors, Subcontractors, or any other persons performing any of the Construction Work, or for the failure of any of them to carry out the Construction Work in accordance with the Construction Documents.

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 there under 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 CPM 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 proposed by the Owner to ensure aesthetic compatibility with the Architect's design.

3.8.15 The Architect shall recommend to the Owner rejection of Construction Work which 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 requirements 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 submittal 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 and prepare recommendation for Change Orders prior to Owner's approval and execution in accordance with the Construction Documents, and shall have authority to order minor changes in the Construction Work which are not inconsistent 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 authorized by the Architect 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 totally defined in the document depicting them as to scope of work added, removed, or changed. The original copies of the Construction Documents may be revised to show such changes, provided that all such revisions shall be separately recorded on media acceptable to Owner, including, without limitation, CADD and/or 3D Modeling. Such revisions shall be clearly indicated and a current revision date shall be included on the reproducible copy. Changes to the specifications shall be made by consecutively numbered and dated supplemental information. All changes to design documents or specifications will be identified with date of change, revision number and other customary identification references. Areas changed on drawings will be "clouded" to show each change. Clouds designating previous changes will be removed so that only the most recent changes will be clouded. 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 may be treated as Additional Services.

3.8.20 Architect shall conduct and its Consultants shall participate 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 punch list of items which have been observed as deficiencies in the Construction Work requiring remedial work or replacement, assemble and distribute the official punch list(s) to all affected parties, and thereafter review the corrected and/or replaced work and assist in verification of correction of all items.

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 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 they relate to actual construction.

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 under the terms of the Contract between Owner and CM@R, shall forward them to the Owner. The Architect shall certify 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 provide assistance to Owner for the purpose of advising and counseling Owner's personnel in the 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 one-year warranty review.

ARTICLE 4 ADDITIONAL SERVICES

4.1 The following services are not included in Basic Services. They shall be provided if authorized and confirmed in writing by the Owner, and they shall be 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 services. 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 such claims are based on alleged defective plans and specifications prepared by Architect.

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 Providing services in evaluating claims submitted by the CM@R or third parties in connection with the Work, unless such claims are based on alleged defective plans and specifications prepared by Architect.

4.2.7 Preparing to serve or serving as an expert witness in connection with any public hearing, non-binding mediation proceeding or other legal proceeding.

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. Drawings for Furniture layouts are part of basic services

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.

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 not customarily furnished in accordance with generally accepted Architectural practice.

4.3.12 Feasibility and Market Analysis

4.3.13 Telecommunications/Data Design

4.3.14 Acoustic Design

4.3.15 LEED Certification

4.3.16 Lighting Consultant

4.3.17 Graphics and Way finding

4.3.18 Windstorm Certification

4.3.19 Roofing Consultant

4.3.20 MEP Energy Modeling

4.3.21 Hospitality Interiors

4.3.22 Custom Carpet Design

4.3.23 Code Consultant

4.3.24 Theater Consultant

4.3.25 Food Service Consulting

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
- Change Orders

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 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.
- 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's failure to furnish information, provide notice of defects, or any other failure to comply shall not relieve the Architect of its obligations under this Agreement or otherwise impose upon the Architect by all applicable laws, codes, ordinances, rules, regulations and Architectural and construction industry standards.
- 6.8 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.
- 6.9 If requested by the Architect, the Owner shall furnish evidence that financial arrangements have been made to fulfill the Owner's obligations under this Agreement.

**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 construction 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 the lowest bona fide bid 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 in accordance with the Owner approved fee schedule.

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:	Twenty percent	(15%)
Design Development Phase:	Fifteen percent	(20%)
Construction Documents Phase:	Thirty percent	(30%)
Bidding or Negotiation Phase:	Five percent	(05%)
Construction Phase	Thirty percent	(30%)

8.2 Compensation for Additional Services.

8.2.1 For project representation beyond Basic Services compensation shall be computed as follows: A fixed fee agreed to by both parties when exact extent of services is defined.

8.2.2 For Additional Services of Consulting Engineers, including those who are part of Basic services and those identified as part of Additional Services, a multiple of 1.1 times the amount billed to the Architect for such services will be used to calculate the total fee for Additional Engineering 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 if in the interest of the Project, shall be used to determine the total amount due.

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 the Owner receives the Architect's invoice. Amounts unpaid sixty (60) days after the invoice date shall bear interest at the rate of 6.0% per annum.

8.5 Basic Service Fee Compensation Adjustment

The Basic Services fee lump sum compensation may be adjusted based on the Owner approved fee schedule 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.

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:

Travel to and from the Architects office to project sites in Hidalgo and Starr County are NOT considered reimbursable expenses including sub consultants and specialty consultants

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

Expense of reproductions of Contract Documents only when approved in writing by the Owner and when provided to the Owner.

Expense of renderings, models and mock-ups requested by the Owner;

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;

Mail and overnight delivery costs for items specifically requested by Owner on Owner's authorized forms only;

Insurance premiums above Architect's standard coverage as approved by Owner.

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 GPM lowest bona fide bid or negotiated proposal, or (2) if no such GPM 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 actual 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 for payment.

ARTICLE 10 CONSTRUCTION CHANGE ORDERS

10.1 A Change Order is a written instrument prepared by the Architect, 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 Construction Scope of Work;
- b) The amount of the adjustment in the CM@R's Contract Sum, if any; and
- c) The extent of the adjustment in the CM@R's 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 Contractor, 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 Construction 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 Construction Contract consisting of additions, deletions or other revisions, the Construction Contract Sum and Contract Time being adjusted accordingly.

11.2 If the Construction Change Proposal provides for any adjustment to the CM@R's Contract Sum, the adjustment shall be based on one of the following methods:

- a) Mutual acceptance of a lump sum cost properly itemized and supported by sufficient substantiating data to permit evaluation;
- b) By unit prices stated in the Construction 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) Cost to be determined in a manner agreed upon by the parties plus, if applicable, overhead and/or profit percentage; or
- 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 confirming 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 Construction 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 Construction Contract Sum and Contract Time or the Method for determining them. Such agreement shall be submitted for Owner approval 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 and CPM. 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 subsequently recorded by preparation and execution of an appropriate Change Order prepared by the Architect.

ARTICLE 12 MINOR CHANGES IN THE WORK

The Architect and CPM 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 order 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 Construction 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 and prevent occupancy or use by the Owner, 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 by the Architect. 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 shall be 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 certifying Substantial Completion of the Work, at the Architect's discretion and with the consent of the CM@R's Surety, and the Owner 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 by the CM@R that the whole Work is ready for Final Observation and Acceptance, the Architect will promptly (7 days or less) undertake its review. The Architect will promptly (7 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.

14.3 Owner shall have thirty (30) days to release final payment to CM@R after receipt of final invoice and all items identified in articles 14.1 and 14.2 of this agreement have been completed and submitted to the architect and confirmed by CPM.

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 the anticipated impact of the 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 determines that the delay was unforeseeable, beyond the control and without the fault or negligence of Architect, Owner and CPM will determine the duration of the delay and 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 specifying when such suspension is to become effective.

16.1.2 Ceasing Performance upon Suspension. From and upon the effective date of any suspension ordered by Owner under this Article, Architect shall incur no further expense or obligations in connection with the Contract and Architect shall cease its performance. Architect shall also, at Owner's direction, suspend any of its open or outstanding subcontracts or Agreements.

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 as full compensation for Architect's earned fees through the suspension date, plus reasonable costs actually incurred and paid, for:

- a) Demobilization and remobilization, including such costs paid to Architect's consultants;
- b) Preserving and protecting Work in place, and
- 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 stopped 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.

16.2 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 Upon any such termination, Architect shall waive any claims for damages including loss of anticipated profits, 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 portions of work completed. And
- b) Reasonable administrative costs of 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 termination for convenience or 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. 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;
- I) 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; or
- J) The errors and omissions insurance policy should be cancelled.

16.4.1 In the occurrence of any of the foregoing, Owner shall notify Architect in writing of the nature of the default and of Owner's intention to terminate the Agreement for default. If Architect does not 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 default will be corrected, 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 by the Owner.

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; and
- d) Comply with other reasonable requests from Owner regarding the terminated work.

16.4.4 If, after termination pursuant to this clause, it is determined for any reason 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 clause entitled Termination by Owner for Convenience.

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 the acceptance of or payment for any goods or services hereunder, or the review of 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 any of its rights or remedies as to any prior or subsequent default hereunder nor shall any termination of work under this Agreement by Owner operate as a waiver of any of the terms hereof .

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 obligations by this agreement prepared by the Architect and Engineers for the Project, in written reproducible form and electronic form (AutoCad or BIM CD) of the floor plans 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, Engineer . 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 Should 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 If the Contract is terminated for Convenience by the Owner, then the Owner shall pay the Architect _____% of the Architects fee as an additional consideration for the Owners use of the documents.

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 with the intent of achieving a satisfactory resolution 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 prior to 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 via certified mail: (1) Owner's CPM; (2) Owner's legal counsel; and (3) Owner's Administration Representative. 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. The Professional Liability Insurance policy shall be endorsed to insure the obligation of the Architect to indemnify and hold harmless the Owner. 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 \$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; and
- d) 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 \$1,000,000.00 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 shall 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 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion, or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion.

20.5 As between the Owner and Architect, the applicable statute of limitations shall commence and be applied as governed by state law.

20.6.1 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.

20.6.2 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.

20.7 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.

20.8 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.

20.9 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: TITLE:

South Texas College

BY: _____
NAME: Shirley A. Reed, Ed.D
TITLE: President, South Texas College

Review and Recommend Action on 2013 Bond Construction Program Priority Projects

Approval of 2013 Bond Construction Program Priority Projects will be requested at the October 28, 2014 Board meeting.

Broaddus & Associates and STC staff has reviewed the overall Bond Program schedule to identify the construction programs which will provide the most desirable space and the longest design and construction schedules, in an effort to determine which projects should get started first.

The attached table outlines the projects which have been identified as the first group to begin design work with each respective architect. The available Bond construction funds will be used cover the costs of design and construction services for these four projects.

The Thermal Plants, Parking Lots and Site Improvement projects for each campus will be added to this list of priority projects once the MEP and civil engineers have been approved.

It is requested that the Facilities Committee recommend for Board approval at the October 28, 2014 Board meeting, the 2013 Bond Construction Program Priority Projects as presented.

South Texas College - 2013 Bond Construction Program

Summary of Priority Projects and Architects

Recommended Firms	Proposed Project Assignments	Construction Cost
Pecan Campus		
Boultinghouse Simpson Gates Architects	Pecan Campus - STEM Building	\$8,500,000
Nursing & Allied Health Campus		
ERO Architects	Nursing & Allied Health Campus Expansion	\$16,600,000
Mid Valley Campus		
ROFA Architects	Mid Valley Campus - STEM and other academic programs	\$13,500,000
Starr County Campus		
Mata & Garcia Architects, LLP	Starr County Campus - Health Professions and Science Building	\$8,500,000
Total		\$47,100,000

9-Oct-14

Review and Recommend Action on Short List of Mechanical, Electrical, and Plumbing (MEP) Engineering Firms and Assignments of Construction Projects for the 2013 Bond Construction Program

Approval of short list of Mechanical, Electrical, and Plumbing (MEP) engineering firms and assignments of construction projects will be requested at the October 28, 2014 Board meeting.

Broadus & Associates representatives along with STC staff will be present during the October 14, 2014 Facilities Committee meeting to provide an update on the evaluation of MEP firms' statements of qualifications submitted for the 2013 Bond Construction Program.

On September 23, 2014 a total of nine (9) submittals were received in response to STC's solicitation of qualifications from MEP engineers for the 2013 Bond Construction Program. A team consisting of three Broadus & Associates representatives and six STC staff members has completed the evaluations of the submittals.

Evaluation of the MEP engineers' qualifications has been completed and Broadus & Associates has prepared a recommendation on how the Bond construction projects could be assigned to firms based on evaluation of the information provided. This recommendation is based on the following general requirements:

1. Overall evaluation of each firm's qualifications, experience, and references
2. Ranking of each firm after evaluations
3. Project preferences as identified by each firm
4. Each firm's unique experience and areas of specialization
5. Each firm's capacity to manage each project size

The attached spreadsheets summarize the information gathered during the evaluation team's review and the proposed project assignments resulting from the evaluations. The Committee may choose to recommend Board approval of the recommended firms and project assignments or recommend the firms be interviewed prior to approval of the project assignments.

It is requested that the Facilities Committee recommend for Board approval at the October 28, 2014 Board meeting, the recommended MEP engineering firms and project assignments or recommend the firms be interviewed prior to approval of the project assignments.

South Texas College - 2013 Bond Construction Program Summary of MEP Engineers Evaluations and Proposed Project Assignments

Recommended Firms	Proposed Project Assignments	Construction Cost
Pecan Campus		
Half Associates, Inc.	Pecan Campus - Thermal Plant Expansion	\$4,300,000
Mid Valley Campus		
DBR Engineering Consultants, Inc.	Mid Valley Campus - Thermal Plant Expansion	\$3,800,000
Starr County Campus		
Ethos Engineering	Starr County Campus - Thermal Plant Expansion	\$3,800,000
Firms not Recommended		
Sigma HN Engineers	No Project Assignments Recommended	
TTG Engineers, Inc.		
ACR Engineering Inc.		
Jose I Guerra Inc.		
MEP Solutions Engineering		
Trinity MEP Engineering		

**SOUTH TEXAS COLLEGE
MEP ENGINEERING SERVICES
PROJECT NO. 14-15-1014**

VENDOR	ACR Engineering, Inc.	DBR Engineering Consultants, Inc.	Ethos Engineering
ADDRESS	1221 N 77 Sunshine Strip Harlingen, TX 78550	200 S 10th St McAllen, TX 78501	119 W Van Buren Ave Ste 101 Harlingen, TX 78550
CITY	Harlingen, TX 78550	McAllen, TX 78501	Harlingen, TX 78550
PHONE	956-425-1400	956-683-1640	956-230-3435
FAX	956-425-4197	956-683-1903	956-720-0830
CONTACT	Willis M. Ponder	Edward Puentes	Guillermo Quintanilla
3.1 Statement of Interest			
3.1.1 Statement of Interest for Project	Emphasized the firm's establishment for the purpose of make buildings more energy efficient and their expertise in LEED Consulting, Building Energy Modeling and Commissioning and Energy Consulting.	Indicated their understanding of STC's need for quick response given that the firm as recently provided services to the college.	Indicated the firm's personnel's experience in providing services, although under a different firm. Emphasized their previous work for STC and therefore their familiarity with the campuses and staff.
3.1.2 Preference on Listed Projects	Indicated preference for projects in the following Order: - Pecan Campus - Mid Valley Campus - Starr County Campus	Indicated preferences in the following order: - Pecan Campus - Mid Valley Campus - Starr County Campus	Indicated preferences as in the following order: - Mid Valley Campus - Starr County Campus - Pecan Campus
3.1.3 History and Statistics of Firm	- Established in Austin in 1980 - Opened full service office in Harlingen in 1999 - Employ 20 design professionals with 4 in Rio Grande Valley	- Providing services sine 1972 - 104 staff member in 5 offices in Texas - 22 licensed engineers - 10 LEED accredited professionals	- 7 full time employees - 2 registered engineers - Firm established in spring of 2014
3.1.4 Narrative on qualifications and specialized experience	Pointed to their proficiency in thermal plant design, energy efficiency design, including efficient lighting systems and computerized building energy modeling.	Indicated design work on many thermal plants for educational clients. Also pointed to their hands-on construction administration services and their commissioning services.	Pointed to the firm's staff experience and the experience of the subconsultants selected. These include Boultinghouse Simpson Gates Architects, Green Rubiano and Associates, Perez Consulting Engineers and Melden & Hunt.
3.1.5 Statement of Availability and Commitment	Affirmed the company's dedication and availability to provides services to the college. Listed a set of processes involved in the firm's methodology for performing work.	Indicated that staff are qualified and prepared to dedicate themselves to the projects. Pointed to the availability of staff from other offices to assist if needed.	Indicated that they are available as soon as they are awarded and will make the STC project their top priority.
3.2 Prime Firm			
3.2.1 Resumes of Principals and Key Members	Included resumes for the following staff: - Willis M. Ponder, PE, President - Ricardo H. Troncoso, PE, Senior Vice President	Included resumes for the following staff: - Brian C. Ulinich, PE, Partner in Charge - Edward Puentes, PE, Project Manager - Antonio Salazar, Jr., Mechanical Designer - Daniel Chavez, EIT, Electrical Designer - Maritza Garza, EIT, Plumbing Designer	Included resumes for the following staff: - Rajesh Kapleshwar, PE, Principal - Guillermo Quintanilla, Principal - Cesar Gonzalez, PE, Principal
3.2.2 Project Assignments and Lines of Authority	Listed 9 staff members, but did not indicate the time commitment for each. An organization chart showed the lines of authority.	Listed the assignments for the above named staff and the time commitment each will devote to the project.	Indicated that all three principals will be involved in project and will devote 66% to 100% of their time. Included an organization chart that shows lines of authority.
3.2.3 Prime Firm's Proximity and ability to respond to unplanned meetings	Indicated that they will respond with utmost urgency in their work for STC. Pointed out their proximity of their Harlingen office to STC.	Pointed to their McAllen location and that they are only minutes away from the Pecan Campus.	Pointed to their location in Harlingen and their ability to respond to call for meeting within an hour.
3.2.4. Prime Firm's experience with BIM	Did not respond to this section.	Indicated their use of Autodesk Revit since 2006. Stated that there are 80+ projects in which this software has been used and listed several of these projects.	Stated that firm staff has used BIM models for several years. They added that the firm has the software and design expertise to design the project in an integrated BIM environment.
3.2.5 Litigation that could affect firm's ability provide services	Did not respond to this section.	Indicated that there is no past or pending litigation that would affect ability to provide services to STC.	Stated that there is no pending or outstanding litigation.
3.3 Project Team			
3.3.1 Organization chart with Role of Prime Firm and basic Services consultants	Included organization chart with staff who will work on the project. Indicated that they do not anticipate use of subconsultants.	Included organization chart with the staff who will be assigned to project and also included the following subconsultants: - Melden & Hunt - Civil Engineering - Chainin Engineering - Structural Engineering - PBK Architects - Architectural consultant	Included organization chart that showed all firm staff and which included the following subconsultants: - Boultinghouse Simpson Gates Architects - Architect - Green Rubiano & Associates - Structural Engineer - Perez Consulting Engineers - Civil Engineer
3.4 Representative Projects			
3.4.1 Minimum of 5 projects firm has worked on	- Brownsville ISD - Veterans Memorial High School (\$55 million) - Block 21 - (\$165 million), not completed - Austin Resource Center for Homeless (Monetary amount not indicated) - City of McAllen - McAllen Public Library (Monetary amount not indicated)	- Rio Grande City CISD - Rio Grande City High School (\$52,268,703) - Blinn College - Chiller Replacement and Central Plant Upgrade (\$385,515) - Klein ISD - Klein High School (\$103,548,388) - La Joya ISD - Benito Juarez-Abraham Lincoln High School (\$57,412,000) - Laredo Community College - New South Campus (\$32.5 million)	- South Texas ISD - BETA Campus Chiller Replacements (\$1,612,744) - Brownsville ISD - Veterans Memorial High School (\$60,000,000) - Los Fresnos ISD - Los Fresnos Unified 8th Grade Center (\$50,000) - Valley International Airport - Mechanical Upgrades (\$2,163,395) - Idea Academy - Headquarters Building (\$11,500,000)
3.5 References			
3.5.1 References for five projects	- Los Fresnos CISD - South Texas ISD - Sharyland ISD (named three other entities under the section, but did not provide contact person or phone number)	- Texas State Technical College - UT-Pan American - Texas Southmost College - Rio Grande City CISD - Blinn College	- South Texas ISD - Brownsville ISD - Los Fresnos CISD - Valley International Airport - Idea Public Schools
3.6 Project Execution			
3.6.1 Willingness and ability to expedite services. Ability to supplement production.	Indicated that the firm has completed all projects on time and within budget. Listed the steps following to maintain project management and cost control.	Indicated their ability to expedite design services. Reiterated the availability of staff from other office within Texas.	Reiterated their commitment to the project, including commitment by their subconsultants. Stated that they are willing to add more design staff if needed.

**SOUTH TEXAS COLLEGE
MEP ENGINEERING SERVICES
PROJECT NO. 14-15-1014**

VENDOR	Half Associates, Inc.	Jose I. Guerra, Inc.	MEP Solutions Engineering, PLLC
ADDRESS	5000 W Military Ste 100	2401 S IH-35 Ste 210	600 E Beaumont Ave Ste 2
CITY	McAllen, TX 78503	Austin, TX 78741	McAllen, TX 78501
PHONE	956-664-0286	512-445-2090	956-664-2727
FAX	956-664-0282	512-445-2099	956-664-2726
CONTACT	Menton Murray III	Rick Guerra	Luis Javier Pena
3.1 Statement of Interest			
3.1.1 Statement of Interest for Project	Indicated the firm's first hand knowledge of the campuses where the thermal energy plants are proposed due to work the firm has already provided to the college in the past.	Pointed out the firm's relationships with higher education clients throughout Texas. Stated that the majority of projects with higher education projects involve thermal utility systems.	Pointed out the firm's experience in providing services to governmental entities such as municipalities, universities, healthcare and other educational facilities.
3.1.2 Preference on Listed Projects	Indicated preferences in the following order: - Pecan Campus - Starr County Campus - Mid Valley Campus	Indicated preferences in the following order: - Starr County Campus - Pecan Campus - Mid Valley Campus	Indicated preferences in the following order: - Starr County Campus - Mid Valley campus - Pecan Campus
3.1.3 History and Statistics of Firm	- Founded in Dallas in 1950 - Has 13 offices in Texas - McAllen office since 1994 - About 500 staff	- Founded in 1973 in Austin as structural engineer - Opened San Antonio Office in 2014 - Staff of 30+	Firm was established in 2007. Has 5 employees, including two professional engineers.
3.1.4 Narrative on qualifications and specialized experience	Firm stated their familiarity with the existing HVAC systems and their distribution systems and in particular, the Pecan and Starr County campuses.	Reiterated the firm's extensive experience with thermal energy plant projects.	Stated that the firm offers MEP engineering services to the Rio Grande Valley, but did not address any specialized experience or qualifications.
3.1.5 Statement of Availability and Commitment	Indicated that the staff identified will be ready and available for any or all of the projects. They pointed to the depth of staff at their McAllen office and other offices.	Stated that after review of the RFQ information, the firm has the expertise and resources to successfully provide services.	Firm did not directly address this section of the RFQ, but had indicated in the Statement of Interest their commitment to provide services as needed.
3.2 Prime Firm			
3.2.1 Resumes of Principals and Key Members	Included resumes for the following staff: - Menton "Trey" Murray, PE, Project Leader - Paul Woodard, AIA, LEED AP, CCS - Ric Ruiz - Architecture - Juan Ponce, Architecture - John Main, Architecture - Robert Tijerina, HVAC/Plumbing - Scott Scholle, PE, HVAC/Plumbing - Tom Dearmin, PE, Electrical	Included resumes for the following staff: - Rick Guerra, PE, Project Principal - Debra Sharpe, AIA, Project Manager - Shawn Allen, PE, Senior Mechanical Project Engineer - Robert De La Cruz, PE, Senior Mechanical Project Engineer - Julia Wegner, PE, Mechanical Project Engineer - Colby Brock, PE, Electrical Project Engineer - Tom Ingram, EIT, Electrical Design Engineer - Brando Reyes, PE, Plumbing/Fire Protection Project Engineer - Dan Gibbs, Sr. Controls Systems Designer - Joseph J. Luke, PE, Senior Structural Project Engineer - John Rojas, PE, Senior Structural Project Engineer - Russell Davidson, PE, Senior Civil Project Engineer - Cesar Calderon, PE, Civil Project Engineer	Provided resumes for the two professional engineers: - Luis Javier Pena, PE - Abram L. Dominguez
3.2.2 Project Assignments and Lines of Authority	Showed time assignments for the four top staff member from firm who will be involved in the project. Also included the time assignment by the Structural design subconsultant.	Listed 7 staff members who would be involved in the project and the time commitment from each.	
3.2.3 Prime Firm's Proximity and ability to respond to unplanned meetings	Located in McAllen. Stated that they are within 45 minutes of the five STC campuses.	Indicated their ability to provide responsive services to clients around the state. Stated their commitment to responding to phone call within two hours and to on-site meetings within 24 hours.	Did not respond to this section.
3.2.4. Prime Firm's experience with BIM	Indicated that the McAllen team has designed MEP systems for than 25 projects using BIM in the last 5 years.	Stated that the firm has capability and experience in delivering project in BIM models, but did not state the extent of experience. They provided on project example in which BIM has been used.	Did not respond to this section.
3.2.5 Litigation that could affect firm's ability provide services	Indicated that firm had limited litigation, but is unrelated to STC and will have no impact under a contract with STC.	Stated that the firm is not currently involved in any litigation that would affect its ability to provide services to STC.	Did not respond to this section.
3.3 Project Team			
3.3.1 Organization chart with Role of Prime Firm and basic Services consultants	Organization chart was included which included the staff that would be assigned to STC plus the structural engineering subconsultant.	Included an organization chart that showed the staff who would be involved in the project. It included subconsultants that may be required, but did not include specific firms.	Organizational chart was included that showed all firm staff with their roles and lines of authority. It did not show any subconsultants.
3.4 Representative Projects			
3.4.1 Minimum of 5 projects firm has worked on	- STC - Starr County Campus (\$12 million) - STC - New Thermal Plant and Distribution System (\$4.1 million) - Harlingen CISD - Cano 9th Grade Academy (\$26.8 Million) - San Benito CISD - San Benito High School (\$5.3 million) - Texas State Technical College - Central Chiller Plant Upgrade (\$8 million)	- UT-Pan American - Higher Education Learning Center (\$5,100,000) - UT - Tyler - Palestine Texas (\$5,600,000) - Austin ISD - Performing Arts Center (\$30,100,660) - Austin ISD - Anita Uphaus Early Childhood Center (\$14,785,000) - Austin ISD - Baldwin Elementary School (\$15,500,000)	- Donna ISD - Donna High School #2 (\$46,000,000) - PSJA ISD - T-STEM Early College High School - Phase I Renovations and Additions (\$8,087,000) - PSJA ISD - T-STEM Early College High School - Phase II (\$8,691,000) - PSJA ISD - Science Lab Classroom Additions (\$7,478,000) - IDEA Academy, (three locations for total of \$12,3888,080)
3.5 References			
3.5.1 References for five projects	- Texas State Technical College - UT-Pan American - McAllen ISD - La Joya ISD - Mission CISD	- UT-Pan American - UT-Tyler - Austin ISD (listed for three projects with different references for each)	- Boullinghouse Simpson Gates Architects - ERO Architects - ROFA Architects - PBK Architects - The Warran Group Architects
3.6 Project Execution			
3.6.1 Willingness and ability to expedite services. Ability to supplement production.	Indicated that their staff of 20 at the McAllen office provides a production capacity that no other local firm can match. Also added that staff from other offices is available if needed.	Indicated that firm is fully capable of providing the services described in the solicitation, but if it cannot provide, it will retain a subcontractor to assure the schedule demands are met.	Stated their willingness and ability to meet aggressive schedules.

**SOUTH TEXAS COLLEGE
MEP ENGINEERING SERVICES
PROJECT NO. 14-15-1014**

VENDOR	Sigma HN Engineers, PLLC.	Trinity MEP Engineering, LLC.	TTG Engineers, Inc.
ADDRESS	701 S 15th St	3533 Moreland Dr Ste A	12042 Blanco Rd Ste 200
CITY	McAllen, TX 78501	Weslaco, TX 78596	San Antonio, TX 78216
PHONE	956-332-3206	956-973-0500	210-530-7000
FAX	956-687-5561	956-351-5750	210-377-1575
CONTACT	Jesus Gabriel Hinojosa	Leonardo Munoz	Brian Goebel
3.1 Statement of Interest			
3.1.1 Statement of Interest for Project	The firm emphasized the experience of the two principals in MEP engineering. They also indicated that STC would be working directly with the two principals.	Firm made a general statement of their experience and ability to provide services for the bond construction program.	Firm cited their extensive experience in MEP design and engineering and stated that it is the core of the firm's higher education group.
3.1.2 Preference on Listed Projects	Firm did not indicate a preference. They indicated that they would welcome the opportunity to work on any of the projects.	Indicated preferences in the following order: - Mid Valley Campus - Pecan Campus - Starr County Campus	Indicated preferences in the following order: - Pecan Campus - Med Valley Campus - Starr County Campus
3.1.3 History and Statistics of Firm	Established in 2012. Indicated a combined 15 years experience of the two principals. Stated that they have completed 75 projects with 15 of these for higher education.	Firm was established in 2008. Has 15 employees. Located in Weslaco, TX.	- Founded in 1973 - Offices in San Antonio, Austin, Dallas & Houston - Have total staff of 450 with 83 licensed engineers
3.1.4 Narrative on qualifications and specialized experience	Pointed out the work of the two principals on thermal energy projects for STC and various school districts.	Firm emphasized the experienced of the owner and CEO of the firm. It pointed to his overall expertise in MEP aspects.	Firm stated their strong resume on higher education and chilling plant projects. Gave two recent examples of thermal plant expansions for two higher education clients.
3.1.5 Statement of Availability and Commitment	Indicated that firm has the resources and is prepared to perform work for STC. Listed a staff of seven. Pointed out that since firm is located in McAllen, they are able to provide services immediately upon request.	Firm indicated their availability and commitment to undertake the work and complete within the planning schedules.	Stated that they are prepared to fully commit the time and resources for the project.
3.2 Prime Firm			
3.2.1 Resumes of Principals and Key Members	Provided resumes for the two principals: - Jesus Gabriel Hinojosa, PE - Jose Antonio Nicanor, PE	Provided resumes for the following staff: - Leonardo Munoz, PE, CEO - Fidencio Alvarado, Senior Electrical Designer/Project Manager	Provided resumes for the following staff: - Brian Goebel, PE, Principal in Charge - Ali Hami, PE, QA/QC - Adrian Lozano, PE, Lead Electrical Engineer - Jose Rodriguez, PE, Lead Mechanical Engineer - Tae Hwang, EIT, Energy Analysis Engineer
3.2.2 Project Assignments and Lines of Authority	Staff assignments and time commitment for each staff was included.	Lines of authority and time assignments were indicated in an organization chart.	Listed the above-named staff as the key professionals who would be involved in the project. Their roles and time assignments are provided.
3.2.3 Prime Firm's Proximity and ability to respond to unplanned meetings	Location is in McAllen. Pointed out their proximity to all campuses and therefore their ability to respond quickly.	Located in Weslaco, TX. Firm stated its proximity to all campuses and its willingness to attend unplanned meetings.	Indicated that the distance of the San Antonio office will not be an issue. Pointed to successful completion of projects in the Rio Grande Valley and have not had problems responding to last minute requests.
3.2.4. Prime Firm's experience with BIM	Indicated that the two principals underwent training on Revit in 2011. Also listed several projects in which Revit was used.	Indicated that firm has been using BIM since 2009. It did not include projects in which it has been used.	Indicated that firm uses the latest version of AutoDesk Products and their own BIM system.
3.2.5 Litigation that could affect firm's ability provide services	Did not respond to this section	Did not respond to this section.	Indicated that firm is not currently involved in litigation that would affect ability to provide services to STC.
3.3 Project Team			
3.3.1 Organization chart with Role of Prime Firm and basic Services consultants	Organization chart was included showing the primary roll of the two principals and which included two subconsultants. The subconsultants are: - Mata Garcia Architects - CLH Engineering	Included organization chart that included all firm staff and their experience. Did not list any subconsultants.	Included organization chart that includes the staff who would be involved in the project. No subconsultants are included.
3.4 Representative Projects			
3.4.1 Minimum of 5 projects firm has worked on	- La Joya ISD - Hidalgo County FEMA Safe Room (\$5.75 million) - STC - Pecan Campus Student Services Building Modifications (\$350,000) - UT-Pan American - NECC/MAGC Chilled Water Piping (\$200,000) - UT-Pan American - Dietetics Lab (\$278,000) - Hidalgo County - Community Resource Center (\$1.21 million)	- Roma ISD - Anna S. Canavan Elementary (\$12 million) - PSJA ISD - Garza Pena Elementary (\$13 million) - Monte Alto ISD - Monte Alto High School (\$17 million) - Mission ISD - Mission Early College Campus (\$14 million) - Mercedes ISD - Kennedy Elementary (\$9 million)	- University Health System - Trauma Tower & Central Plant Expansion (\$700 million) - University of Houston - Central Plant Upgrade (\$7 million) - Texas A&M University System - Satellite Utility Plant 1 (\$9 million) - Alamo Colleges - Northwest Vista College Campus Central Plant (\$12.5 million) - Texas State University San Marcos - South Campus Utility Upgrade Phase 1 (\$5,470,260)
3.5 References			
3.5.1 References for five projects	- La Joya ISD - ERO Architects - UT-Pan American - Donna ISD - Mata Garcia Architects	- ROFA Architects - NK Architects - ERO Architects - EGY Architects - GMS Architecture - Roberto Ruiz Architects - Origo Works - Megamorphosis Architecture	- University Health System - University of Houston - Texas A&M University System - Alamo Colleges - Texas State University System
3.6 Project Execution			
3.6.1 Willingness and ability to expedite services. Ability to supplement production.	Indicated that meeting schedules and accelerated timelines is part of the firm's culture. Stated that they are willing and able to expedite services. Pointed to a proven track record for the two principals.	Indicated their willingness and ability to expedite design services. Pointed out their staff of 15 employees.	Indicated their ability to expedite design and construction administration services. They stated that they would be able to supplement design capability with staff from other offices.

Review and Recommend Action on Additional Services with Broaddus & Associates for Implementation of Building Information Modeling (BIM) Facilities Management Component for 2013 Bond Construction Program

Approval of additional services with Broaddus & Associates for implementation of Building Information Modeling (BIM) Facilities Management Component for the 2013 Bond construction projects will be requested at the October 28, 2014 Board meeting.

As new technology for facilities management becomes available, STC staff has learned the benefits of architectural and engineering drawings which can now be prepared in three dimension and can better identify building components, their locations, and specific information on manufacturers and model numbers through the use of BIM FM for Facilities Management after construction is completed. It is the recommendation of staff that STC begin with the 2013 Bond Construction Program to incorporate the use of BIM FM by all future architects and engineers to provide STC with construction documents which can support these benefits.

In order to begin implementation of BIM FM, standards must be developed which can be followed by each project architect and engineer. At the request of STC staff, Broaddus & Associates has prepared the attached proposal to assist STC with the preparation of such standards and the coordination of each project architect and engineer for use of BIM FM. Attached is a proposal from Broaddus & Associates to provide the BIM FM implementation services. A representative from Broaddus & Associates will be present at the October 14, 2014 Facilities Committee meeting to review the proposed services and the associated benefits.

It is requested that the Facilities Committee recommend for Board approval at the October 28, 2014 Board meeting, the additional services with Broaddus & Associates for implementation of Building Information Modeling (BIM) Facilities Management Component for the 2013 Bond construction projects.

BIM-FACILITIES MANAGEMENT STC BOND PROGRAM

PLAN NOW, SAVE LATER

Hyde Griffith, PE, MBA, PMP

October 14, 2014

**BROADDUS
& ASSOCIATES**
INNOVATIVE PROJECT MANAGEMENT AND PLANNING



BOND PROGRAM EFFECTS

- substantially more area to maintain
(550,000 Square Feet)
- new personnel to maintain new buildings
(75 additional expected positions)
- additional records to plan maintenance
(15,000 additional expected documents)

INITIAL INFORMATION NEEDED

- room data, drawings, maintenance procedures, equipment data
- 3,750 hours to collect this information (\$100,000 effort) ← conservative estimate

CURRENT COLLECTION METHOD

- job crawl after construction
 - inefficient (closures)
 - costly (\$100,000 effort)
 - surge disruption (many buildings delivered at once)
 - minimum information captured (typically)
 - warranty void risks

PROPOSED METHOD

- project team collects building information
 - efficient - capture information when it is created
 - low cost - align handover requirements with O&M
 - helpful - project teams consider downstream impact
 - cost avoidance - capture the right information, not the minimum information to produce long term benefits

EXPECTED BENEFITS

- entry of building records + \$100,000 saved
 - immediate cost avoidance
 - 25 projects x 300 assets x 0.5 hr/asset x \$50K/yr (\$17.5/hr + benefits)
- efficient use of records + \$85,000 / year saved
 - ongoing O&M cost avoidance
 - time compression on maintenance activities
 - 5% x 85% x 40 technicians x 50K/yr (\$17.50/hr + benefits)

COST OF PROPOSAL

- guide project teams to deliver necessary records

(\$211,400)

- \$8,456/project x 25 projects

COST VS BENEFITS

Immediate Cost

Proposal Cost (\$211,000)
Input Savings \$100,000
Immediate Cost = **(\$111,000)**

2 year ROI

Proposal Cost (\$211,000)
Input Savings \$100,000
2 Year Efficiency \$170,000
Year 2 Balance = **+\$59,000**

5 year ROI

Proposal Cost (\$211,000)
Input Savings \$100,000
5 Year Efficiency \$425,000
Year 5 Balance= **+\$314,000**

10 year ROI

Proposal Cost (\$211,000)
Input Savings \$100,000
10 Year Efficiency \$850,000
Year 10 Balance= **+\$739,000**

Review and Recommend Action on Contracting Architectural Design Services for the Pecan Campus Student Support Services Building Admissions Office, Welcome Center, and Main Entrance Improvements

Approval to contract architectural services for the design of the Pecan Campus Student Support Services Building Admissions Office, Welcome Center, and Main Entrance Improvements will be requested at the October 28, 2014 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 increased efficiency in the use of interior space and improvements to the main building entrance. The interior spaces affected by these improvements include the Admissions Office and the Student Welcome Center. The proposed changes will result in more efficient services to students and more effective work spaces for staff.

The improvements to the exterior main entrance are intended to enhance the area and define it as the building's main entrance. Design and construction will focus on extension of the exterior cover up to the main entry doors, reconfiguration and repair of sidewalks, entry signage, and landscaping.

Five architectural firms listed below were previously approved by the Board for one year to provide professional services as needed for projects under \$500,000.00.

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

Since this list of architectural firms was approved at the June 26, 2014 Board meeting, none of these firms have been contracted for on-call services. Staff recommends starting project assignments alphabetically from this new list, therefore Boultinghouse Simpson Gates Architects is recommended as the firm to provide these services. This firm designed the original building and is familiar with the building plans.

Funds in the amount of \$250,000 are budgeted in the FY 2014-2015 construction budget for the modifications and \$37,500 is budgeted for design services with final amount to be negotiated.

Project Budget		
Budget Components	Amount Budgeted	Actual Cost
Design	\$37,500	Actual design fees are estimated at \$18,000 (7.25%) and will be finalized during contract negotiations.
Construction	\$250,000	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 October 28, 2014 Board meeting, the contracting of architectural services with Boultinghouse Simpson Gates Architects for the design of the Pecan Campus Student Support Services Building Admissions Office, Welcome Center, and Main Entrance Improvements project as presented.

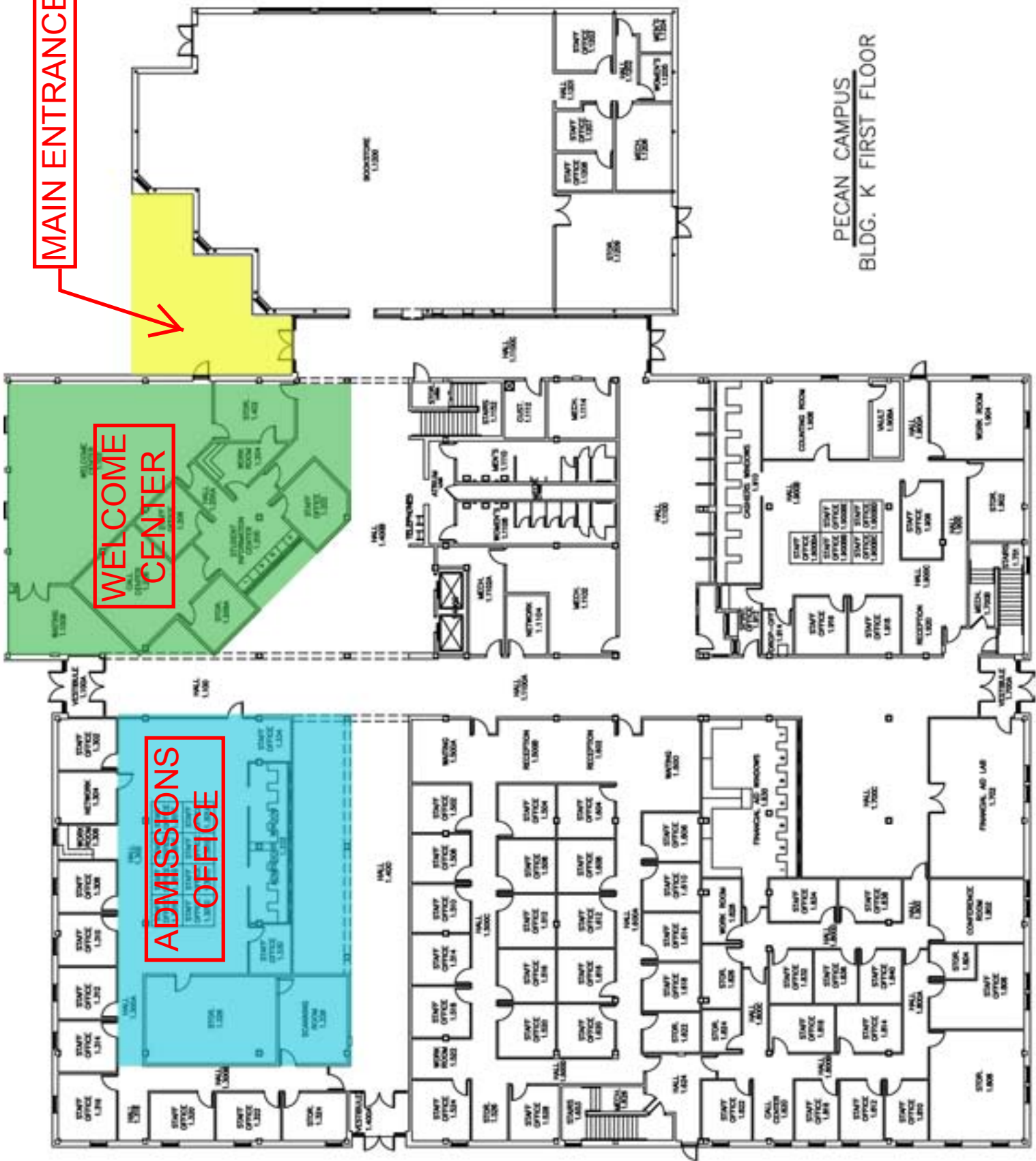
MAIN ENTRANCE



WELCOME CENTER

ADMISSIONS OFFICE

PECAN CAMPUS
BLDG. K FIRST FLOOR



IMPROVEMENTS TO ADMISSIONS OFFICE, WELLNESS CENTER AND MAIN ENTRANCE

Review and Recommend Action on Contracting Architectural Design Services for the Pecan Campus Art Building Covered Area for Ceramic Arts

Approval to contract architectural services for the design of the Pecan Campus Art Building Covered Area for Ceramic Arts Studio Improvements will be requested at the October 28, 2014 Board meeting.

Included in the FY 2014-2015 construction budget are funds for this project. The attached floor plans depict the locations for the proposed design and construction work. These improvements will provide additional space for ceramic kilns to be used by the Art Department. The proposed improvements for the ceramic arts studio will improve efficiency in use of space and allow for additional kilns to be installed.

Five architectural firms listed below were previously approved by the Board for one year to provide professional services as needed for projects under \$500,000.00.

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

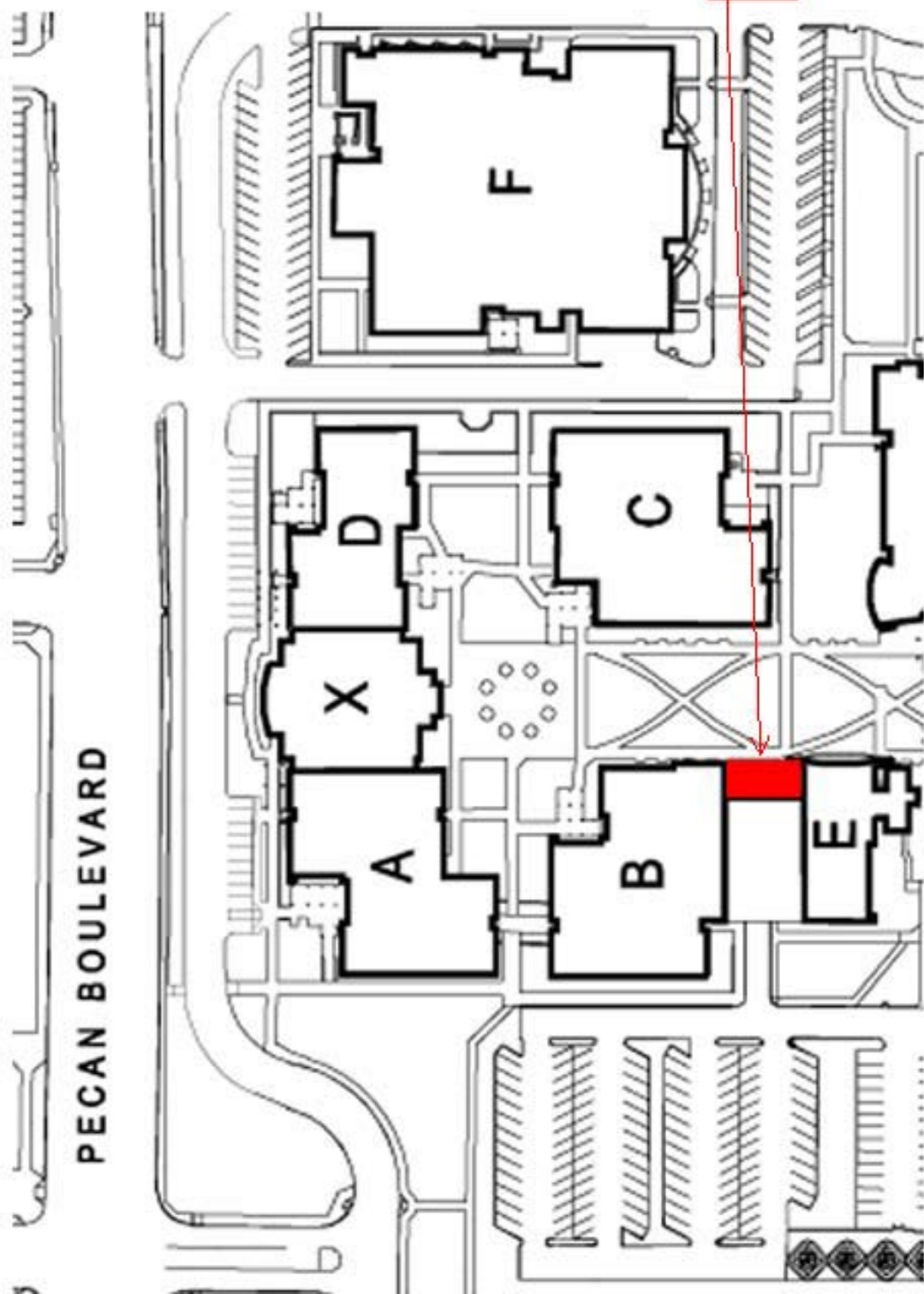
During the On October 28, 2013 Board meeting, EGV Architects, Inc. was approved to design the additional space for the ceramic kilns for the Art Department. The project was placed on hold due to insufficient space in the proposed location. Staff has since analyzed the spaces needed and recommends that new space be provided adjacent to the Art Building. See attached site plan for proposed location of new covered area. Based on this previous approval, and on an alphabetical selection, EGV Architects, Inc. is recommended to resume with the architectural design services for this project.

Funds in the amount of \$325,000 are budgeted in the FY2014-2015 construction budget for the modifications and \$48,750 is budgeted for design services with final amount to be negotiated.

Project Budget		
Budget Components	Amount Budgeted	Actual Cost
Design	\$48,750	Actual design fees are estimated at \$23,000 (7.25%) and will be finalized during contract negotiations.
Construction	\$325,000	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 October 28, 2014 Board meeting, the contracting of architectural services with EGV Architects, Inc. for the design of the Pecan Campus Covered Area for Ceramic Arts project as presented.



PECAN CAMPUS 

**ART BUILDING COVERED AREA
FOR CERAMIC ARTS**

Review and Recommend Action on Contracting Civil Engineering Design Services for the Pecan Plaza Asphalt Resurfacing Along Back Side of Buildings

Approval to contract civil engineering design services for the Pecan Plaza Asphalt Resurfacing along back side of buildings adjacent to the alley will be requested at the October 28, 2014 Board meeting.

The asphalt pavement on the back side of Pecan Plaza's center and west side buildings has deteriorated as much as 50% or more in some areas. The attached photo shows the deteriorated condition of the existing asphalt. With the Police Department now occupying space in the center building, access from the back side is needed on a daily basis. Police vehicles are parked in this asphalt area in order to enter and exit from the back door of the Police Department space. The attached site plan shows the location of the proposed asphalt resurfacing.

In order to proceed with the asphalt replacement, staff recommends contracting civil engineering services for preparation of plans and specifications.

The five civil engineering firms listed below were previously approved by the Board for one year to provide professional services as needed for projects under \$500,000.00.

1. Dannenbaum Engineering
2. Halff Associates, Inc.
3. Melden & Hunt
4. Perez Consulting Engineering
5. R. Gutierrez Engineering

Based on previous project assignments and experience with the five available firms, Halff Associates is recommended to provide civil engineering services for this project.

Funds in the amount of \$75,000 are budgeted in the FY2014-2015 renewals and replacements budget for the proposed asphalt resurfacing and \$8,000 is budgeted for design services with final amount to be negotiated.

Project Budget		
Budget Components	Available Funds	Estimated Cost
Design	\$8,000	Actual design fees are estimated at \$6,800 and will be finalized during contract negotiations.
Renewals & Replacements	\$75,000	Actual cost will be determined after the solicitation of construction proposals.

It is requested that the Facilities Committee recommend for Board approval at the October 28, 2014 Board meeting, the contracting of civil engineering design services with Halff Associates for the Pecan Plaza Asphalt Resurfacing along back side of buildings project as presented.

Civil Engineering Services On Call through 2014

Board Approval	Project Awarded	Firm	Campus	Project	Fee Amount	Totals	Percent Fee	Construction Amount
11/28/2011		Dannenbaum Engineering Halff Associates, Inc. Melden & Hunt Perez Consulting Engineers R. Gutierrez Engineering		Award: 11/29/11 to 11/28/12 w/ two one-year renewals				
	11/27/2012	Dannenbaum Engineering	District-wide	ADA Improvements for Building to Building Access	27,418.90		12.26%	\$ 223,617.01
	11/27/2012	Dannenbaum Engineering				27,418.90		
	11/27/2012	Perez Consulting Engineers	Pecan	Demolition of James Property	12,960.00**		29.59%	\$ 43,801.00
	11/27/2012	Perez Consulting Engineers				12,960.00		
9/27/2012				1st Renewal: 11/29/12 to 11/28/13				
	1/29/2013	Melden & Hunt	Mid Valley	Resurfacing Existing Parking Lot 4	21,925.40		15.82%	\$ 138,600.23
		Melden & Hunt				21,925.40		
	2/26/2013	R. Gutierrez Engineering	Pecan Plaza	Parking Lot Resurfacing and Area Lighting Replacement	23,626.00		11.31%	\$ 208,860.57
		R. Gutierrez Engineering				23,626.00		
	10/28/2013	Halff Associates	Technology	Detention Pond Improvements	7,000.00		28.00%	\$ 25,000.00
		Halff Associates				7,000.00		
10/28/2013				2nd Renewal: 11/29/13 to 11/28/14				
	1/28/2014	Perez Consulting Engineers	NAH	Subdivision Plat	18,745.00			N/A
		Perez Consulting Engineers				18,745.00		
	6/26/2014	Melden & Hunt	District-wide	Portable Building Infrastructure	30,047.71		10.02%	\$ 300,000*
		Melden & Hunt				30,047.71		
	8/26/2014	Dannenbaum Engineering	District-wide	ADA Improvements for Building to Building Access Phase II	20,000*		8.00%	\$ 250,000*
		Dannenbaum Engineering				20,000*		
						20,000*		

*Estimated

** Fees for demolition design services are not consistent with fees for design of new construction.

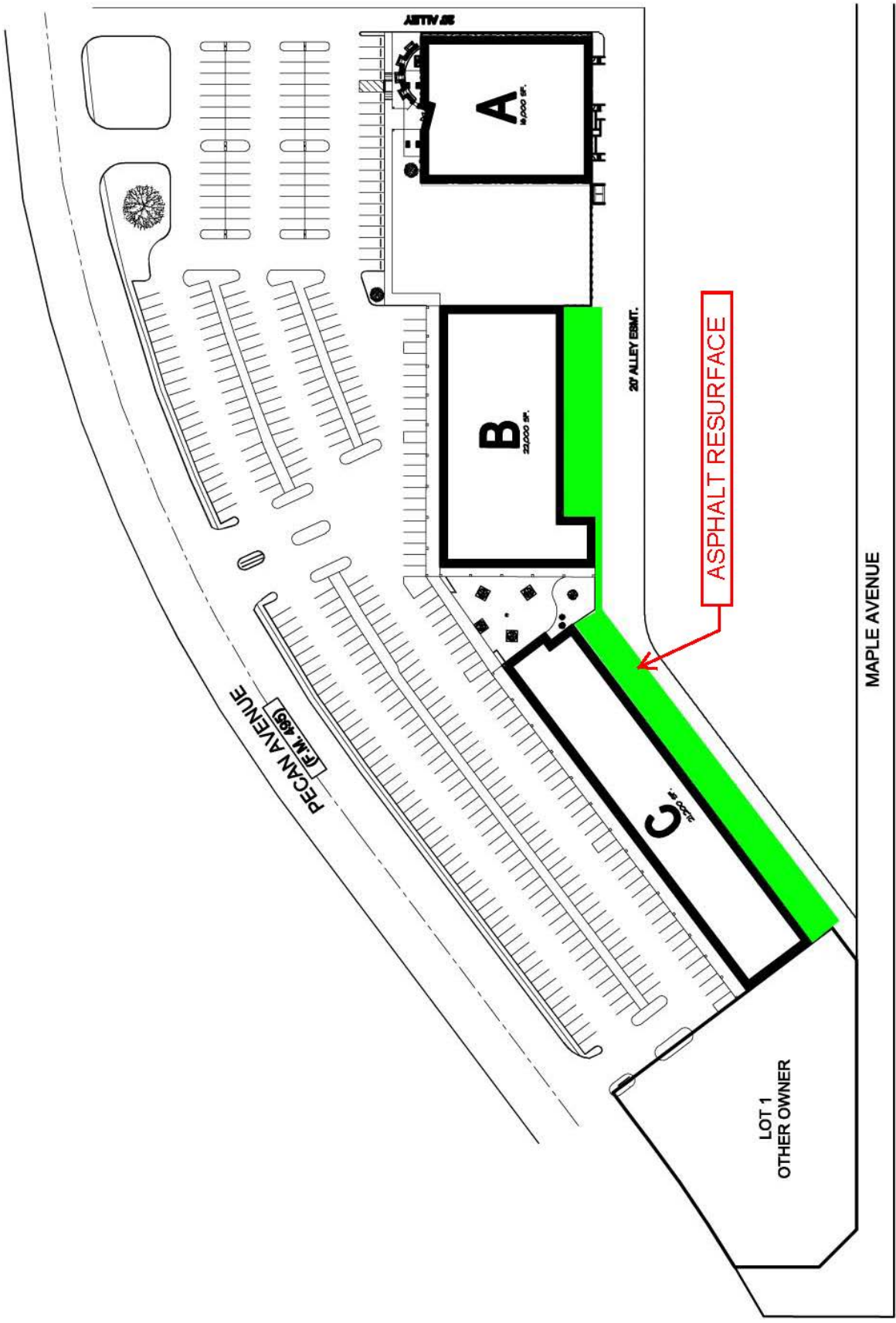
Summary of Fees Awarded for Civil Engineering Services On Call Contract Period Ending 11/28/14

	Contract Awards		Future		Total
	11/28/11 - present	Current Project	Projects* (Estimated)	Total	
Dannenbaum Engineering	\$ 47,418.90	\$ -	\$ -	\$ -	\$ 47,418.90
Halff Associates, Inc.	\$ 7,000.00	\$ 6,800.00	\$ -	\$ -	\$ 13,800.00
Melden & Hunt	\$ 51,973.11	\$ -	\$ -	\$ -	\$ 51,973.11
Perez Consulting Engineers	\$ 31,705.00	\$ -	\$ -	\$ -	\$ 31,705.00
R. Gutierrez Engineering	\$ 23,626.00	\$ 5,500.00	\$ -	\$ -	\$ 29,126.00
Total	\$ 161,723.01	\$ 12,300.00	\$ -	\$ -	\$ 174,023.01

Other future projects will continue to be awarded based on rotation, project cost amount, and other pertinent information.



Existing Condition of Asphalt



PECAN PLAZA 

**ASPHALT RESURFACING
ALONG BACK SIDE**

Review and Recommend Action on Contracting Civil Engineering Design Services for the Pecan Campus Achieve Early College High School Driveway and Sidewalk Relocation

Approval to contract civil engineering design services for the Pecan Campus Achieve Early College High School Driveway and Sidewalk Relocation project will be requested at the October 28, 2014 Board meeting.

In preparation for construction of the Pecan Campus North Academic building included in the 2013 Bond Construction Program, the existing gravel service drive and pedestrian sidewalk will need to be relocated. The attached site plan shows the current and proposed locations for an asphalt service drive and pedestrian sidewalk. By starting with the design and construction for the new location, the work could be completed prior to the start of construction for the new building. In order to proceed with this construction, staff recommends contracting civil engineering services for preparation of plans and specifications.

The five civil engineering firms listed below were previously approved by the Board for one year to provide professional services as needed for projects under \$500,000.00.

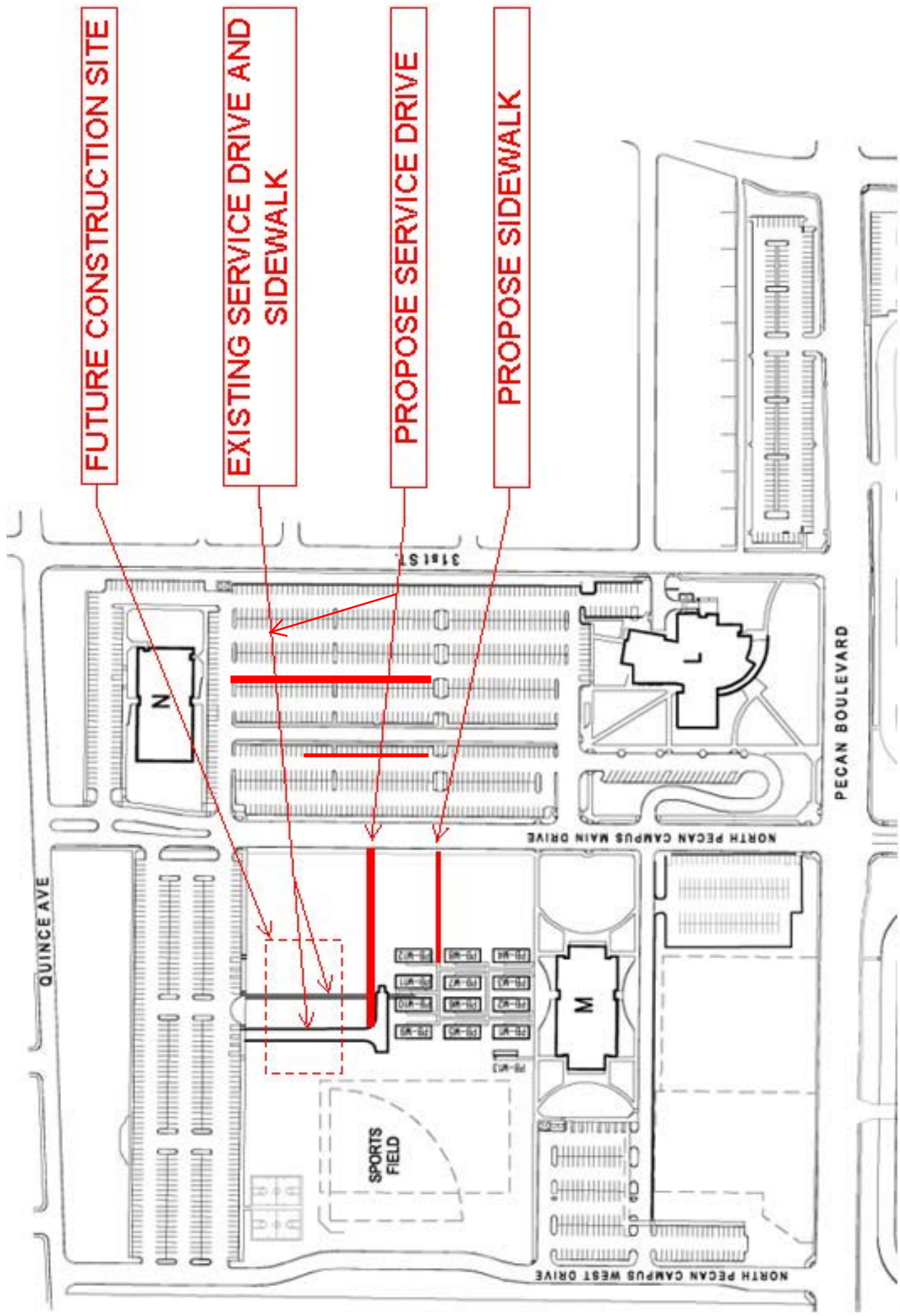
1. Dannenbaum Engineering
2. Halff Associates, Inc.
3. Melden & Hunt
4. Perez Consulting Engineering
5. R. Gutierrez Engineering

Based on previous project assignments and experience with the five available firms, R. Gutierrez Engineering is recommended to provide civil engineering services for this project.

Funds in the amount of \$60,000 are budgeted in the FY2014-2015 construction budget for this construction work and \$9,000 is budgeted for design services with final amount to be negotiated.

Project Budget		
Budget Components	Available Funds	Estimated Cost
Design	\$9,000	Actual design fees are estimated at \$5,500 and will be finalized during contract negotiations.
Construction	\$60,000	Actual cost will be determined after the solicitation of construction proposals.

It is requested that the Facilities Committee recommend for Board approval at the October 28, 2014 Board meeting, the contracting of civil engineering design services with R. Gutierrez Engineering for Pecan Campus Achieve Early College High School Driveway and Sidewalk Relocation project as presented.



FUTURE CONSTRUCTION SITE

EXISTING SERVICE DRIVE AND SIDEWALK

PROPOSE SERVICE DRIVE

PROPOSE SIDEWALK

RELOCATION OF AECHS SERVICE DRIVE AND SIDEWALK

Review and Recommend Action on Contracting MEP Engineering Design Services for the Pecan Plaza Police Department Electrical Generator

Approval to contract Mechanical, Electrical, and Plumbing (MEP) engineering design services for the Pecan Plaza Police Department Electric Generator will be requested at the October 28, 2014 Board meeting.

With the relocation of STC's Police Department to the Pecan Plaza site, it is recommended that an electrical generator be installed to support the department's operations when electrical services are not available. The installation of a generator will ensure that police operations will continue during times of bad weather or other events which may interrupt the electrical service to the building.

The electrical power provided by the generator will provide continuous support for two way radios, telephones, dispatch systems, and other telecommunication services. Maintaining the electrical service for these communication services will allow police officers and security staff to communicate between all STC campuses.

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. Halff Associates, Inc.
3. Sigma HN Engineers, PLLC

Since this list of MEP firms was approved at the June 26, 2014 Board meeting, only one of these firms has been contracted for on-call services. The next recommendation is based on an alphabetical selection, placing Halff Associates as the firm to provide these services.

Funds have been 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	\$10,000	Actual design fees are estimated between \$8,000 and \$9,000 and will be finalized during contract negotiations.
Construction	\$100,000	Actual cost will be determined after the solicitation of construction proposals.

It is requested that the Facilities Committee recommend for Board approval at the October 28, 2014 Board meeting, the contracting of Mechanical, Electrical, and Plumbing (MEP) engineering design services with Halff Associates for the Pecan Plaza Police Department Electric Generator as presented.

Mechanical Electrical Plumbing (MEP) Engineering Services On Call through 2015

Board Approval	Project Awarded	Firm	Campus	Project	Fee Amount	Totals	Percent Fee	Construction Amount
6/26/2014		DBR Engineering Consultants, Inc. Halff Associates Sigma HN Engineers, PLLC		Award: 6/26/2014 to 6/25/2015				
	7/29/2014	DBR Engineering Consultants, Inc.	District-wide	Parking Lot Lighting Upgrades	TBD			\$100,000.00
		DBR Engineering Consultants, Inc.				TBD		

*Estimated

Review and Recommend Action on Contracting Construction Services for the Nursing & Allied Health Campus West Wing Medical Labs Flooring Replacement

Approval to select a contractor for the Nursing & Allied Health Campus West Wing Medical Labs Flooring Replacement will be requested at the October 28, 2014 Board meeting.

Carpeting in some areas of these buildings is over thirteen years old and is in need of replacement. Staff proposes to replace the carpet with carpet tile which is 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 September 11, 2014. A total of eight (8) sets of construction documents were issued to general contractors, sub-contractors and suppliers and a total of five (5) proposals were received on September 26, 2014.

Timeline for Solicitation of Competitive Sealed Proposals	
September 11, 2014	Solicitation of competitive sealed proposals. Eight (8) sets of construction documents were issued.
September 26, 2014	Five (5) proposals were received.

Staff evaluated these proposals and prepared the attached proposal summary. It is recommended that the top ranked contractor be recommended for Board approval.

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

Source of Funding	Amount Budgeted	Highest Ranked Proposal
Renewals & Replacements	\$80,000	\$65,416.24

It is requested that the Facilities Committee recommend for Board approval at the October 28, 2014 Board meeting, the contracting of construction services with Vintage Tile and Stone, LLC in the amount of \$65,416.24 for the Nursing & Allied Health Campus West Wing Medical Labs Flooring Replacement project as presented.

**SOUTH TEXAS COLLEGE
NURSING & ALLIED HEALTH CAMPUS FLOORING REPLACEMENT - WEST WING MEDICAL LABS
PROJECT NO. 14-15-1026**

VENDOR	Daniel Garza/dba The Carpet House	Diaz Floors & Interiors, Inc.	Holchemont, Ltd.	Vintage Tile & Stone, LLC.	W.E. Imhoff Co. Inc./dba Intertech Flooring
ADDRESS	1303 E Rogers Rd	1205 W Polk	900 N Main St	2020 W Nolana Ave	1301 Bus Park Dr Ste D
CITY/STATE	Edinburg, TX 78542	Pharr, TX 78577	McAllen, TX 78501	McAllen, TX 78504	Mission, TX 78572
PHONE	956-383-8889	956-787-0056	956-686-2901	956-631-8528	956-584-3592
FAX	956-287-7889	956-781-7917	956-686-2925	956-631-8526	956-584-2149
CONTACT	Daniel Garza	Andres Diaz	Michael C. Montalvo	Elizabeth Govea	Vicente Garza
#	Proposed	Proposed	Proposed	Proposed	Proposed
1	Nursing & Allied Health Campus Flooring Replacement - West Wing Medical Labs	\$ 79,987.50	\$ 68,439.48	\$ 65,416.24	\$ 75,271.00
TOTAL PROPOSAL AMOUNT	\$ 79,987.50	\$ 68,439.48	\$ 79,200.00	\$ 65,416.24	\$ 75,271.00
TOTAL EVALUATION POINTS	****	90.11	85.86	92.5	82.2
RANKING	****	2	3	1	4

***Vendor did not submit the required bid bond therefore proposal was not evaluated.

**SOUTH TEXAS COLLEGE
NURSING & ALLIED HEALTH CAMPUS FLOORING REPLACEMENT - WEST WING MEDICAL LABS
PROJECT NO. 14-15-1026
EVALUATION FORM**

VENDOR		Diaz Floors & Interiors, Inc.	Holchemont, Ltd.	Vintage Tile & Stone, LLC.	W.E. Imhoff Co. Inc./dba Intertech Flooring				
ADDRESS		1205 W Polk	900 N Main St	2020 W Nolana Ave	1301 Bus Park Dr Ste D				
CITY/STATE		Pharr, TX 78577	McAllen, TX 78501	McAllen, TX 78504	Mission, TX 78572				
PHONE/FAX		956-787-0056	956-686-2901	956-631-8528	956-584-3592				
FAX		956-781-7917	956-686-2925	956-631-8526	956-584-2149				
CONTACT		Andres Diaz	Michael C. Montalvo	Elizabeth Govea	Vicente Garza				
1	The Respondent's price proposal. (up to 45 points)	43.01	43.01	37.16	45	45	39.1	39.1	
		43.01					37.16		39.1
		43.01					37.16		39.1
		43.01					37.16		39.1
		43.01					37.16		39.1
2	The Respondent's experience and reputation. (up to 10 points)	10	9.4	8.2	8	8.5	8	8.2	
		9					8		9
		9					9		8
		9					8		8
		10					9		8
3	The quality of the Respondent's good or services. (up to 10 points)	10	8.6	8.6	9	8.4	7	8.3	
		8					8		8
		7					9		9.5
		8					8		9
		10					9		8
4	The Respondent's safety record. (up to 5 points)	4	3.7	4.8	5	4.7	3	3.4	
		3					5		3
		4					4		4
		3					5		4
		4.5					5		3
5	The Respondent's proposed personnel. (up to 8 points)	6	6.6	7.1	7	6.7	6	6.2	
		7					7.5		6
		7					7		6
		6					6		6
		7					7		7
6	The Respondent's financial capability in relation to the size and scope of the project. (up to 9 points)	8	6.8	7.2	8	6.8	5	5.8	
		6					6		6
		6					7		7
		6					7		4
		8					8		7
7	The Respondent's organization and approach to the project. (up to 6 points)	5	5	5.8	6	5.4	3	4.2	
		5					6		4
		5					6		5
		4					6		5
		6					5		4
8	The Respondent's time frame for completing the project. (up to 7 points)	7	7	7	7	7	7	7	
		7					7		7
		7					7		7
		7					7		7
		7					7		7
TOTAL EVALUATION POINTS		90.11	85.86	92.5	82.2				
RANKING		2	3	1	4				

**Review and Recommend Action on Contracting Construction Services for the
 Technology Campus Building B Flooring Replacement**

Approval to select a contractor for the Technology Campus Building B Flooring Replacement will be requested at the October 28, 2014 Board meeting.

Carpeting in some areas of these buildings is over fifteen years old and is in need of replacement. Staff proposes to replace the carpet with carpet tile which is 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 September 11, 2014. A total of eight (8) sets of construction documents were issued to general contractors, sub-contractors and suppliers and a total of five (5) proposals were received on September 26,2014.

Timeline for Solicitation of Competitive Sealed Proposals	
September 11, 2014	Solicitation of competitive sealed proposals. Eight (8) sets of construction documents were issued.
September 26, 2014	Five (5) proposals were received.

Staff evaluated these proposals and prepared the attached proposal summary. It is recommended that the top ranked contractor be recommended for Board approval.

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

Source of Funding	Amount Budgeted	Highest Ranked Proposal
Renewals & Replacements	\$80,000	\$15,462.15

It is requested that the Facilities Committee recommend for Board approval at the October 28, 2014 Board meeting, the contracting of construction services with Diaz Floors and Interiors, Inc. in the amount of \$15,462.15 for the Technology Campus Building B Flooring Replacement project as presented.

**SOUTH TEXAS COLLEGE
TECHNOLOGY CAMPUS BUILDING B FLOORING REPLACEMENT
PROJECT NO. 14-15-1025**

VENDOR	Daniel Garza/dba The Carpet House	Diaz Floors & Interiors, Inc.	Holchemont, Ltd.	Vintage Tile & Stone, LLC.	W.E. Imhoff Co. Inc./dba Intertech Flooring
ADDRESS	1303 E Rogers Rd	1205 W Polk	900 N Main St	2020 W Nolana Ave	1301 Bus Park Dr Ste D
CITY/STATE	Edinburg, TX 78542	Pharr, TX 78577	McAllen, TX 78501	McAllen, TX 78504	Mission, TX 78572
PHONE	956-383-8889	956-787-0056	956-686-2901	956-631-8528	956-584-3592
FAX	956-287-7889	956-781-7917	956-686-2925	956-631-8526	956-584-2149
CONTACT	Daniel Garza	Andres Diaz	Michael C. Montalvo	Elizabeth Govea	Vicente Garza
#	Description	Proposed	Proposed	Proposed	Proposed
1	Technology Campus Bldg B Flooring Replacement	\$ 21,372.15	\$ 22,200.00	\$ 16,512.28	\$ 19,544.00
TOTAL PROPOSAL AMOUNT		\$ 21,372.15	\$ 22,200.00	\$ 16,512.28	\$ 19,544.00
TOTAL EVALUATION POINTS		***	80.04	89.63	78.26
RANKING		***	3	2	4

***Vendor did not submit the required bid bond therefore proposal was not evaluated.

**SOUTH TEXAS COLLEGE
TECHNOLOGY CAMPUS BUILDING B FLOORING REPLACEMENT
PROJECT NO. 14-15-1025
EVALUATION FORM**

VENDOR		Diaz Floors & Interiors, Inc.	Holchemont, Ltd.	Vintage Tile & Stone, LLC.	W.E. Imhoff Co. Inc./dba Intertech Flooring			
ADDRESS		1205 W Polk	900 N Main St	2020 W Nolana Ave	1301 Bus Park Dr Ste D			
CITY/STATE		Pharr, TX 78577	McAllen, TX 78501	McAllen, TX 78504	Mission, TX 78572			
PHONE/FAX		956-787-0056	956-686-2901	956-631-8528	956-584-3592			
FAX		956-781-7917	956-686-2925	956-631-8526	956-584-2149			
CONTACT		Andres Diaz	Michael C. Montalvo	Elizabeth Govea	Vicente Garza			
1	The Respondent's price proposal. (up to 45 points)	45	31.34	31.34	42.13	42.13	35.16	35.16
		45	31.34		42.13		35.16	
		45	31.34		42.13		35.16	
		45	31.34		42.13		35.16	
		45	31.34		42.13		35.16	
2	The Respondent's experience and reputation. (up to 10 points)	9	9	8.2	9	8.5	9	8.2
		10	7		9.5		8	
		9	8		8		8	
		9	9		8		8	
		10	8		8		8	
3	The quality of the Respondent's good or services. (up to 10 points)	8	9	8.6	9	8.4	8	8.3
		10	9		9		9.5	
		7	8		7		7	
		8	9		8		9	
		10	8		9		8	
4	The Respondent's safety record. (up to 5 points)	3	5	4.8	5	4.7	3	3.4
		4.5	5		4.5		4	
		4	5		5		3	
		3	4		4		4	
		4	5		5		3	
5	The Respondent's proposed personnel. (up to 8 points)	6	7	7.1	7	6.7	6	6.2
		7	8		7		6	
		7	6		7		6	
		7	7		5.5		6	
		6	7.5		7		7	
6	The Respondent's financial capability in relation to the size and scope of the project. (up to 9 points)	6	8	7.2	6	6.8	6	5.8
		8	8		8		7	
		6	7		6		5	
		6	7		6		4	
		8	6		8		7	
7	The Respondent's organization and approach to the project. (up to 6 points)	4	5	5.8	6	5.4	4	4.2
		6	6		6		5	
		5	6		5		3	
		5	6		4		5	
		5	6		6		4	
8	The Respondent's time frame for completing the project. (up to 7 points)	7	7	7	7	7	7	7
		7	7		7		7	
		7	7		7		7	
		7	7		7		7	
		7	7		7		7	
TOTAL EVALUATION POINTS		92.1	80.04		89.63		78.26	
RANKING		1	3		2		4	

**Review and Recommend Action to Reject and Re-solicit Construction Proposals
for the Starr County Campus Buildings A and B Carpet Replacement**

Approval to reject and re-solicit construction proposals for the Starr County Campus Buildings A and B Carpet Replacement will be requested at the October 28, 2014 Board meeting.

STC staff worked 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 September 15, 2014. A total of four (4) proposals were received on September 30, 2014.

The Purchasing Department was notified by The Monitor that the solicitation for these services was not advertised in the newspaper for two consecutive weeks as required and requested by STC staff. For this reason, staff recommends Board approval to reject the current proposals and allow staff to re-solicit construction proposals.

It is requested that the Facilities Committee recommend for Board approval at the October 28, 2014 Board meeting, to reject and re-solicit construction proposals for the Starr County Campus Buildings A and B Carpet Replacement project as presented.

Review and Recommend Action on Final Completion of the Starr County Campus Parking Lot 5 Lighting and Drive Lighting

Approval of final completion and release of final payment for the Starr County Campus Parking Lot 5 Lighting and Drive Lighting will be requested at the October 28, 2014 Board meeting.

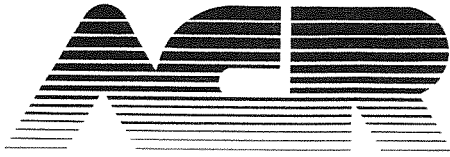
It is recommended that final completion and release of final payment for this project with Zitro Electric be approved. The original cost approved for this project was in the amount of \$98,500.

The following chart summarizes the above information:

Construction Budget	Approved Proposal Amount	Net Total Change Orders	Final Project Cost	Previous Amount Paid	Remaining Balance
\$105,000	\$98,500	\$0	\$98,500	\$93,575	\$4,925

On October 1, 2014, STC Planning & Construction Department staff along with ACR Engineering inspected the site to confirm that all punch list items were completed. Attached is a letter from ACR Engineering acknowledging all work is complete and recommending release of final payment.

It is recommended that the Facilities Committee recommend for Board approval at the October 28, 2014 Board meeting, the final completion and release of final payment in the amount of \$4,925 for the Starr County Campus Parking Lot 5 Lighting and Drive Lighting project with Zitro Electric as presented.



ACR ENGINEERING, INC.

1221 N. 77 Sunshine Strip
Harlingen, Texas 78550
Tel: 956/425-1400

August 28, 2014

South Texas College
3200 W. Pecan Blvd., Bldg N. Ste 179
McAllen, TX 78501

Phone: 956-872-3737
Fax: 956-872-3747

Re: STC Starr County Campus Site Parking Lot & South Drive Lighting

Attn: Ricardo de la Garza, Assoc. AIA
Project Manager
Facility Planning & Construction

ACR Engineering, Inc. recommends Final Completion of the STC Starr County Campus Site Parking Lot & South Drive Lighting and recommends release of final payment, pending submission of As-Builts and review of closeout documents by ACR Engineering, Inc.

If you have any questions, please contact our office.

Sincerely,

A handwritten signature in black ink, appearing to read 'Miles Ponder', written over the word 'Sincerely,'.

Miles Ponder
1221 N. 77 Sunshine Strip
Harlingen, TX 78550
Phone: 956-425-1400
Fax: 956-425-4197
Email: mponder@acreng.com
www.acreng.com

Update on Status of Construction Projects

The Facilities Planning & Construction staff prepared the attached design and construction update. This update summarizes 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 October 14, 2014

Project number	PROJECT DESCRIPTION	Project Development			Design Phase			Solicitation of Proposals			Construction Phase					Architect/Engineer	Contractor
		Board approval of A/E	Concept Development	Schematic Approval	30%	60%	95%	100%	Solicitation of Proposals	Board Approval of Contractor	Construction Start	30%	50%	75%	95% Substantial Completion		
Pecan Campus and Pecan Plaza																	
14-1-004	Pecan Plaza - Police Department Space Renovation																5 Star Construction
14-1-012	Pecan - Annex Grant/Accountability Office Improvements																5 Star Construction
14-1-015	Pecan - Student Services Bldg Modifications																Bullard Construction
14-1-016	Plaza - Continuing Education Space Renovation																Alpha Building Corp.
14-1-021	Pecan - Building A, G, D & X Electrical Disconnects																In house
14-1-022	Pecan - Infrastructure for relocation of Portable Buildings																TBD
15-1-012	Pecan - Relocation of Electrical Power Lines																TBD
15-1-013	Pecan - AECHS Service Drive and Sidewalk Relocation																TBD
15-1-020	Pecan - Covered Area for Ceramic Arts Kilns																TBD
15-1-012	Pecan Plaza - Asphalt Resurfacing on Back Side																TBD
15-1-023	Pecan Plaza - Police Department Emergency Generator																TBD
15-1-011	Pecan - Removal of existing trees for Bond projects	N/A															TBD
Mid Valley Campus																	
	None currently in progress																
Technology Campus																	
14-3-002	TC - West Academic Building Re-roofing																TBD
14-3-006	TC - HVAC Cooling Tower Replacement																TBD
15-3-R01	TC - Replacement of flooring in Building B																TBD
Nursing and Allied Health Campus																	
14-4-001	NAH - Parking Lot Expansion																TBD
14-4-002	NAH - West Wing Recarpeting	N/A	N/A	N/A													Intertech Flooring
14-4-004	NAH - Irrigation system upgrades	N/A	N/A														TBD
14-4-005	NAH - Subdivision Plat																N/A
15-4-022	NAH - Walls for Quiet Study Area	N/A	N/A	N/A													N/A
Starr County Campus																	
14-5-003	Starr - Parking Lot 5 Lighting																Ziuro Electric
14-5-004	Starr - South Drive Lighting																Ziuro Electric
District Wide Improvements																	
14-6-010	DW - Building to Building ADA Accessibility Phase II																TBD
14-6-011	DW - Infrastructure for Fiber Optic Lines																TBD
14-6-012	DW - Parking Lots Lighting Upgrades to LED																TBD

For FY 2014-2015, 25 projects are currently in progress, 0 have been completed and 35 pending start up - 60 Total

Status of Construction Projects In Progress October 2014

Project	% Complete	Date to Complete	Current Activity	Budget	Contract Amount	Amount Paid	Balance
Pecan Campus							
Pecan Plaza Renovations for Police Department	99%	July 2014	<ol style="list-style-type: none"> 1. Construction Phase 2. Substantial Completion has been certified 3. Punch list work is complete 4. Staff moved in during August 2014 5. Working on resolution to HVAC unit programming correction with manufacturer 	\$1,200,000	\$904,143.45	\$851,317.65	\$52,825.80
Hail Damage Repairs Construction	100%	June 2014	<ol style="list-style-type: none"> 1. Construction Phase 2. All repairs a complete 3. Working with legal counsel to prepare demand letter to Chubb Insurance for payment on balance of claim 	Const. \$5,500,000	Const. \$7,575,711.73	Const. \$7,575,711.73	Const. \$0
Grant/Accountability Office Improvements	40%	November 2014	<ol style="list-style-type: none"> 1. Construction Phase 2. Construction in progress 	\$24,000	\$94,600	\$0	\$94,600
Student Services Building Offices Modifications	50%	December 2014	<ol style="list-style-type: none"> 1. Construction Phase 2. Construction in progress 	\$154,050	\$393,000	\$28,158	\$364,842
Pecan Plaza Continuing Education Classrooms Improvements	75%	November 2014	<ol style="list-style-type: none"> 1. Construction Phase 2. Construction in progress 	\$170,000	\$187,310	\$67,271.04	\$120,038.96
Pecan Campus Buildings A, E, G & X Electrical Disconnects	5%	January 2015	<ol style="list-style-type: none"> 1. Construction Phase 2. Construction in progress 	\$100,000	TBD	\$0	TBD

Project	% Complete	Date to Complete	Current Activity	Budget	Contract Amount	Amount Paid	Balance
Infrastructure for Relocation of Portable Buildings	10%	December 2014	1. Design Phase 2. Design work in progress	\$52,500	TBD	\$0	TBD
Relocation of Electrical Power Lines	50%	February 2015	1. Project development phase 2. Working with AEP to confirm scope of work needed for relocation of above ground lines 3. Once scope is confirmed, STC will need to contract an MEP engineer to design under ground infrastructure	\$11,250	TBD	\$0	TBD
AECHS Service Drive and Sidewalk Relocation	80%	November 2014	1. Project development phase 2. Recommend Board approval of civil engineer in October 2014 to begin design work	\$9,000	TBD	\$0	TBD
Cover area for Ceramic Arts Kilns	100%	November 2014	1. Project development phase 2. Recommend Board approval of architect engineer in October 2014 to begin design work	\$48,750	TBD	\$0	TBD
Pecan Plaza Asphalt Resurfacing on Back Side	100%	November 2014	1. Project development phase 2. Recommend Board approval of civil engineer in October 2014 to begin design work	\$8,000	TBD	\$0	TBD
Pecan Plaza Police Department Emergency Generator	100%	November 2014	1. Project development phase 2. Recommend Board approval of MEP engineer in October 2014 to begin design work	\$30,000	TBD	\$0	TBD
Removal of Trees for Bond Construction	80%	October 2014	1. Design Phase 2. STC staff is preparing and RFP for solicitation of proposals	\$3,750	TBD	\$0	TBD
Mid Valley Campus							
No Work in Progress							
Technology Campus							
West Academic Building Re-roofing	15%	November 2014	1. Design Phase 2. Design Phase in progress	\$125,000	\$106,181.25	\$0	\$106,181.25

Project	% Complete	Date to Complete	Current Activity	Budget	Contract Amount	Amount Paid	Balance
HVAC Cooling Tower Replacement	5%	January 2015	1. Construction Phase 2. Contract has been signed 3. Contractor has mobilized to begin construction	\$415,000	TBD	\$0	TBD
Replacement of Flooring in Building B	5%	December 2014	1. Construction Phase 2. Contract has been signed 3. Contractor has ordered materials	\$50,000	TBD	\$0	TBD
Nursing and Allied Health Campus							
Parking Expansion	100%	August 2014	1. Design Phase 2. Engineers have completed plans and specifications 3. Construction proposals were received and were over budget 4. Board approved to reject the proposals and re-solicitation is in progress	\$54,000	\$47,755	\$38,455	\$9,300
West Wing Re-carpeting	100%	July 2014	1. Construction phase 2. Work is complete	\$150,000	\$97,474	\$97,474	\$0
Irrigation System upgrades	5%	November 2014	1. Design Phase 2. Design work in progress	\$2,000	TBD	\$0	TBD
Subdivision Plat for 6.63 Acres	95%	November 2014	1. Design Phase, 2. Staff is working with the engineer to finalize subdivision plat	\$0	\$18,745	\$6,530	\$12,215
Walls for Library Quiet Study Area	10%	January 2015	1. Construction Phase 2. Pending Board approval of proposal from pre-fabricated wall manufacture	\$25,000	TBD	\$0	TBD
Starr County Campus							
Parking Lot 5 and South Drive Lighting	100%	September 2014	1. Construction Phase 2. Work is complete	\$105,000	\$98,500	\$93,575	\$4,925

Project	% Complete	Date to Complete	Current Activity	Budget	Contract Amount	Amount Paid	Balance
District Wide							
Building to Building ADA Accessibility Improvements Phase II	5%	January 2015	1. Design Phase 2. Design work is in progress	\$60,000	TBD	\$0	TBD
Infrastructure for Fiber Optic Lines	20%	November 2015	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	10%	November 2015	1. Design phase 2. Design work in progress	\$15,000	TBD	\$0	TBD
For FY 2014-2015, 25 projects are currently in progress, 0 have been completed and 5 pending start – Total 60							