

South Texas College
Board of Trustees
Facilities Committee
Ann Richards Administration Building, Board Room
Pecan Campus
Thursday December 11, 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 November 13, 2014 Facilities Committee Meeting Minutes

The Minutes for the Facilities Committee Meeting of November 13, 2014 are presented for Committee approval.

**South Texas College
Board of Trustees
Facilities Committee
Ann Richards Administration Building, Board Room
Pecan Campus
Thursday, November 13th, 2014
@ 4:30 PM
McAllen, Texas**

MINUTES

The Facilities Committee Meeting was held on Tuesday, October 14th, 2014 in the Ann Richards Administration Building Board Room at the Pecan Campus in McAllen, Texas. The meeting commenced at 4:32 p.m. with Mr. Gary Gurwitz presiding.

Members present: Mr. Gary Gurwitz, Dr. Alejo Salinas, Jr., Mr. Paul R. Rodriguez, Mr. Jesse Villarreal, and Ms. Rose Benavidez attended a portion by teleconference.

Members absent: Mr. Roy de León and Mrs. Graciela Farias

Also present: Dr. Shirley A. Reed, Mr. Chuy Ramirez, Mrs. Mary Elizondo, Mr. Gerry Rodriguez, Mrs. Becky Cavazos, Dr. Jim Broaddus, Mr. Gilbert Gallegos, Mr. Rolando Garcia, Ms. Diana Bravos, Me. Eli Ochoa, Mr. Rene Gonzalez, Mr. Ben Macias, Mr. Keith Moore, Mr. George McCaleb, and Mr. Andrew Fish

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

Executive Session:

The South Texas College Board Facilities Committee convened into Executive Session at 4:34 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. Discussion and Recommend Action as Necessary Regarding the 2013 Bond Construction Program

Open Session:

The South Texas College Board Facilities Committee returned to Open Session at 5:51 p.m. No action was taken in Executive Session.

Discussion and Recommend Action as Necessary Regarding the 2013 Bond Construction Program

The Facilities Committee was asked to discuss and recommend action as necessary regarding the 2013 Bond Construction Program. No action was recommended.

Update on Status of 2013 Bond Construction Program

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

Mr. Gallegos stated that a scheduled December presentation on Building Information Modeling (BIM) for Facilities Management would be delayed until January 2014.

Review and Update on Architect Contracts and Fees for the 2013 Bond Construction Program Priority Projects

Broaddus & Associates provided an update on architect contract negotiations for the design of the 2013 Bond Construction Program four priority projects.

Broaddus & Associates staff had begun contract and fee negotiations with each architect firm selected for these first four construction projects.

This information was presented for the Committee review and not action was requested.

The Committee clarified with Legal Counsel that it could recommend Board action interpreting that any such recommendation by the Committee was not in conflict with the agenda as posted, and Legal Counsel agreed that the Committee could make such a recommendation.

Upon a motion by Mr. Paul R. Rodriguez and a second by Mr. Jesse Villarreal, the Facilities Committee recommended Board approval to authorize Broaddus & Associates to continue contract negotiations with the architectural firms approved for design work

on three 2013 Bond Construction Program priority projects, those being the priority projects at the Pecan Campus, the Mid Valley Campus, and the Starr County Campus. The motion carried.

Review and Recommend Action on Short List of Civil Engineering Firms and Assignments of Site Improvement Projects for the 2013 Bond Construction Program

Approval of short list of civil engineering firms and project assignments of construction projects will be requested at the November 20, 2014 Board meeting.

Broaddus & Associates representatives along with STC staff were present during the November 13, 2014 Facilities Committee meeting to provide an update on the evaluation of civil engineering firms' statements of qualifications submitted for the 2013 Bond Construction Program. These firms would provide design services for site improvement projects including building locations, property surveys, parking lots, storm drainage, ground elevations, sidewalks, accessible routes, area lighting, and landscaping.

On September 23, 2014 a total of seventeen (17) submittals were received in response to STC's solicitation of qualifications from civil engineers 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 civil engineers' qualifications has been completed and Broaddus & Associates has prepared a recommendation on how the Bond site improvement 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 Facilities Committee packet included spreadsheets summarizing the information gathered during the evaluation team's review and the proposed project assignments resulting from the evaluations. The Committee was asked to 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.

Mr. Jesus Ramirez, Legal Counsel for South Texas College, asked Mr. Gilbert Gallegos from Broaddus & Associates if the identified firms were the most highly qualified firms for the specifically identified projects, in compliance with state procurement regulations.

Mr. Gallegos of Broaddus & Associates affirmed that their recommendations were for the most highly qualified firms for each specifically identified project.

The Committee chose to exclude the recommendation of SG&E, LLC for the Regional Center for Public Safety Excellence, because no site had yet been identified. Otherwise the Committee recommended the list as presented by Broaddus & Associates and as affirmed by Gilbert Gallegos as the most highly qualified firms for each specifically identified project.

Upon a motion by Mr. Paul R. Rodriguez and a second by Dr. Alejo Salinas, Jr., the Facilities Committee recommended Board approval of the recommended civil engineering firms and project assignments as described. The motion carried.

Review and Recommend Action on Additional Services with Perez Consulting Engineers for the Nursing & Allied Health Campus Subdivision Plat

Approval of Additional Services with Perez Consulting Engineers to include a Traffic Impact Analysis will be requested at the November 20, 2014 Board meeting.

Perez Consulting Engineers was approximately 90% complete with preparation of the subdivision plat for the Nursing & Allied Health Campus west 6.63 acres. The City of McAllen Planning Department and Engineering Department staff completed their review of the proposed plat and provided a report with additional items which needed to be completed prior to approving the plat. One of the items on the list was the preparation and submission of a Traffic Impact Analysis (TIA). This analysis would help the City forecast the impact of future traffic created by STC as the campus continues to expand.

The results of the analysis would help the City determine how STC's development would be impacted and if construction would need to include provisions to help with traffic flow in and out of the property. In the past STC had been required to build items such as turning lanes where vehicle traffic enters a campus in order to prevent impact on the traffic flow on adjacent streets. This was an example of the types of improvements which may be required as a result of the Traffic Impact Analysis.

A copy of the proposal submitted by Perez Consulting Engineers in the amount of \$13,325 was provided in the packet. Mr. Gerry Rodriguez announced that the number of locations required for the traffic impact study had reduced from 8 locations to 4, and therefore the costs had been reduced as well. Perez Consulting Engineering had submitted a new proposal to complete the additional services for \$7,475.

Upon a motion by Dr. Alejo Salinas, Jr. and a second by Mr. Jesse Villarreal, the Facilities Committee recommended Board approval to contract additional services with Perez Consulting Engineers in the amount of \$7,475, as revised during the presentation. The motion carried.

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 Improvements will be requested at the November 20, Board meeting.

Funds for this project were included in the FY 2014-2015 construction budget. The packet included floor plans depicting the locations for the proposed design and construction work. These improvements would provide additional space for ceramic kilns to be used by the Art Department. The proposed improvements for the ceramic arts studio would 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.

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

During the 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. was recommended to resume with the architectural design services for this project.

Funds in the amount of \$325,000 were budgeted in the FY 2014-2015 construction budget for the modifications and \$48,750 was 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 would negotiate design fees with architect to determine an acceptable amount.

Upon a motion by Dr. Alejo Salinas, Jr. and a second by Mr. Jesse Villarreal, the Facilities Committee recommended Board approval to contract architectural services with EGV

Architects, Inc. for the design of the Pecan Campus Covered Areas for Ceramic Arts project as presented. The motion carried.

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

Approval to contract civil engineering design services for the Pecan Plaza Asphalt Resurfacing along the alley side of buildings adjacent to the alley will be requested at the November 20, 2014 Board meeting.

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

In order to proceed with the asphalt replacement, staff recommended 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 project under \$500,000.

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

Based on previous project assignments with the five available firms, Halff Associates was recommended to provide civil engineering service for this project.

Funds in the amount of \$75,000 were budgeted in the FY 2014-2015 renewals and replacements budget for the proposed asphalt resurfacing and \$8,000 was budgeted for design services with final amount to be negotiated.

Project Budget		
Budget Components	Amount Budgeted	Actual Cost
Design	\$8,000	Actual design fees are estimated at \$6,800 and will be finalized during contract negotiations.
Construction	\$75,000	Actual cost will be determined after the solicitation of construction proposals.

Upon a motion by Mr. Paul R. Rodriguez and a second by Mr. Jesse Villarreal, the Facilities Committee recommended Board approval to contract civil engineering services with Halff Associates for the Pecan Plaza Asphalt Resurfacing along alley side of buildings project as presented.

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 November 20, 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 would need to be relocated. The packet included a site plan showing 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 recommended 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 project under \$500,000.

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 five available firms, R. Gutierrez Engineering was recommend to provide civil engineering services for this project.

Funds in the amount of \$60,000 were budgeted in the FY 2014-2015 construction budget for this construction work and \$9,000 was budgeted for design services with final amount to be negotiated.

Project Budget		
Budget Components	Amount Budgeted	Actual 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.

Upon a motion by Mr. Paul R. Rodriguez and a second by Mr. Jesse Villarreal, the Facilities Committee recommended Board approval to contract civil engineering services with R. Gutierrez Engineering for the Pecan Campus Achieve Early College High School Driveway and Sidewalk Relocation project as presented. The motion carried.

Review and Recommend Action on Mechanical, Electrical, and Plumbing (MEP) Design Services for the Pecan Campus Electrical Power Line Relocation

Approval to contract mechanical, electrical, and plumbing (MEP) engineering design services for the Pecan Campus Electrical Power Line Relocation project will be requested at the November 20, 2014 Board meeting.

STC staff coordinated with representatives from AEP to plan for the relocation of an existing electrical overhead power line located on the Pecan Campus. This power line would be in conflict with the future construction of Thermal Plant Cooling Towers and the future Student Activities and Cafeteria Building. The packet included a site plan and photo showing the current location of the electrical line.

With the assistance of AEP, staff developed a plan to relocate the overhead line below ground. By placing the line below ground, it could be placed in a location that would not be in conflict with the future construction and would no longer be visible in that center area of campus. In order to place this line underground, STC would need to contract the services of an electrical engineer to design the proper location and conduits so that AEP can install the new underground electrical lines. These design services would include the following:

- Design locations and routes for underground lines serving existing buildings
- Design size of new underground conduits for new electrical lines
- Design size and location of new transformer pads
- Coordinate with AEP to confirm design of underground components meet service requirements
- Prepare plans and specification for construction of all underground components by electrical contractor

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

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

Since this list of MEP firms was approved at the June 26, 2014 Board meeting, the first two firms on the list had been contracted for on-call services. The next recommendation was based on an alphabetical selection, placing Sigma HN Engineers, PLLC as the firm to provide these services.

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

Project Budget		
Budget Components	Available Funds	Estimated Cost
Design	\$11,250	Actual design fees are estimated between \$7,000 and \$8,000 and will be finalized during contract negotiations.
Construction	\$75,000	Actual cost will be determined after the solicitation of construction proposals.

Upon a motion by Mr. Jesse Villarreal and a second by Mr. Paul R. Rodriguez, the Facilities Committee recommended Board approval to contract Mechanical, Electrical, and Plumbing (MEP) engineering design services with Sigma HN Engineers, PLLC for the Pecan Campus Electrical Power Line Relocation as presented. The motion carried.

Review and Recommend Action on Contracting Construction Services for the Pecan Campus Tree Removal Project

Approval to select a contractor for the Pecan Campus Tree Removal project will be requested at the November 20, 2014 Board meeting.

Trees on the Pecan Campus were identified which needed to be removed to avoid conflict with the 2013 Bond Construction program. Removal of these trees would avoid conflict with future buildings, parking, site improvements, and landscaping. Most of these trees were older ash trees which had exceeded their average life expectancy and have become a maintenance problem. Some trees would remain in areas where construction would not occur as part of this program. An attached site plan showed the trees identified for removal.

City of McAllen required that new trees be planted to replace trees that were removed. STC typically installed more trees than what was required by City standards. Landscape plans would be developed so that sufficient trees were provided in beneficial locations.

Funds for the removal of trees in the future bond construction area were included in the FY 2014-2015 construction budget.

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 October 13, 2014. A total of two (2) proposals were received on October 28, 2014.

Timeline for Solicitation of Competitive Sealed Proposals	
October 13, 2014	Solicitation of competitive sealed proposals began.
October 28, 2014	Two (2) proposals were received.

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

Upon a motion by Dr. Alejo Salinas, Jr. and a second by Mr. Jesse Villarreal, the Facilities Committee recommended Board approval to contract construction services with Maldonado Nursery & Landscape in the amount of \$20,271 for the Pecan Campus Buildings Tree Removal project as presented.

Update on Status of Non-Bond 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.

Adjournment

There being no further business to discuss, the Facilities Committee Meeting of the South Texas College Board of Trustees adjourned at 6:15 p.m.

I certify that the foregoing are the true and correct minutes of the November 13th, 2014 Facilities Committee Meeting of the South Texas College Board of Trustees.

Mr. Gary Gurwitz, Chair

Update on Status of 2013 Bond Construction Program

Facilities Space Programs (Building Interior Spaces)

- Current facilities space program have been forwarded to B&A for their review, recommendations, and will be used to begin Bond Construction Program design
- 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. The information will be provided as part of a Compact Disc and read under format acceptable to A/E Firms.

Facilities Design Standards and Guidelines

- FPC has updated building standards and forwarded to B&A for review. B&A and FPC are working collaboratively in updating as necessary.
- 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 for four priority projects
- 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.
- Contractual information has been forwarded to A/E firms including fee schedule.
- Recommendation for approval of A/E fees for priority projects will be presented and discussed with the Board Facilities Committee on December 11, 2014.

Solicitation of Engineering Firms

- RFQ's for Civil Engineering (CE)/Surveying Services and for Mechanical Engineering Plumbing (MEP) Engineering Services were approved by Board in August 2014; these services will be required for design of Thermal Energy Plants and Parking and Site Improvements
 - Board of Trustees identified the top most highly qualified Thermal Energy Engineers and authorized to commence the negotiation process at the October 28, 2014 meeting.
 - Recommendation for approval of engineers' fees for priority projects will be presented and discussed with the Board Facilities Committee in January 2015.

- Board of Trustees identified the top most highly qualified Civil Engineers and authorized commencement of the negotiation process at the November 20, 2014 meeting.
 - Recommendation for approval of engineers' fees for priority projects will be presented and discussed with the Board Facilities Committee in January 2015.

Look Ahead

- Program Confirmation Complete
 - Design Standards and Guidelines Review
 - Macro BIM (three dimensional space program requirements) Start-up
 - Furniture Standards
- Focus work on Project Priorities as directed by Board
- Baseline Master Program Schedule is complete and will be updated as the Architects' and CMR contracts are completed
- A/E negotiations in progress and recommendations will be submitted to the Facilities Committee on 12/11/14 for Priority Projects as directed by Board
- Construction Managers at Risk project assignments were presented to the Facilities Committee on October 14, 2014. CM@R Contract, RFP and authorization for solicitation will be presented on December 11, 2014 at the Facilities Committee meeting.
- Construction Manager at Risk Solicitation Documents are complete in draft including all supporting information such as agreement, submission forms, etc.
- IT/AV Consultant proposal will be presented to Facilities Committee on 12/11/14.
- Owner In-site project management software set-up and training in progress
- Responsibility Matrix to be presented at the December 2014 Facilities Committee Meeting
 - Delegation
 - Board Expectations
 - Establish Communication Protocol/Reporting
 - Board
 - Staff
 - Internal
- Total Project Budget Confirmation in progress
- Future Presentations
 - Volume Procurement
 - Owner Controlled Insurance Program

Note: Please see the following 2013 Bond Construction Program – Upcoming Timeline to provide summary of anticipated Facilities Committee and Board of Trustee Approvals.

**South Texas College
2013 Bond Construction Program
Projected Timeline**

December 2014

Board agenda items

- Recommend A/E negotiated contract and fees – Priority Projects
- Present responsibilities matrix
- Present IT/AV additional services
- Recommend Approval of CMR standard contract & Solicitation

Other

- Issue notice to proceed for architects (priority projects)
- Commence solicitation of CMR proposals
- Commence negotiations with Civil Engineers

January 2015

Board agenda items

- Recommend civil engineers contract and fee approval
- Recommend MEP contract and fee approval

Other

- Receive and evaluate CMR proposals
- Issue notice to proceed for Civil engineers
- Issue notice to proceed to MEP engineers

February 2015

Board agenda items

- Recommend Approval of CMR contracts and fees
- Presentation on Owner Controlled Insurance Program by B&A
- Presentation on BIM for Facilities Management

Other

- Issue notice to proceed to CMR contractors (priority projects)
- Begin negotiations with CMR contractors

March 2015

Board agenda items

- TBD

Other

- TBD

Review and Discussion on 2013 Bond Construction Program Management Responsibilities Matrix

As part of their Construction Program Management scope of services, Broaddus & Associates has prepared the attached matrix outlining the communication protocol and levels of responsibilities for Broaddus & Associates, STC staff, Administration, and Board of Trustees. Broaddus & Associates proposes to use this matrix in order to maintain an organized and consistent system of communication, review, and authorization throughout the duration of the Bond Program.

A similar matrix and protocol was successfully used during the 2001 Bond Program. Establishing consensus by the responsible parties will develop clear direction as the Bond Program moves forward. It is the intent by Broaddus & Associates to review the proposed matrix with the Facilities Committee and note any changes and/or additions requested by the Committee prior to finalizing.

A representative from Broaddus & Associates will be present at the December 11, 2014 Board Facilities Committee meeting to review the responsibilities matrix with the Committee and respond to questions and/or comments.

**South Texas College
Bond Program**

Design/Construction Approval Process/Responsibility Matrix

Phase	Activity	Program Manager	STC Staff	Facilities Committee	Board of Trustees	Attorney
1	Pre-Project Planning					
2	Facilities Program/Facilities Standards					
2	A/E Selection	I	R	RR	A	
3	A/E Agreement	I, RR	R	RR	A	RR
4	Schematic Design	A				
4	Schematic Design Notice to Proceed (NTP)					
5	Schematic Design Approval	I	R	RR	A	
6	Schematic Design Approval (Documents)	A	R			
7	Furniture Concepts	R	R	RR	A	
8	Design Development	A				
8	Design Development NTP					
9	Design Development	R	R	RR	A	
9	Design Development					
10	Design Development	A	R			
11	Construction Documents	A				
12	Construction Documents	A	R			
13	Project Cost Confirmation	I	R			
14	Bidding	I, RR	R	RR	A	
15	Bidding	I, RR	R	RR	A	
15	Bidding					
16	Construction	I, RR	R	RR	A	RR
16	Construction					
17	Construction	A	R			
18	Construction	A	R			
18	Construction					
19	Construction	A	R			
20	Construction	RR	R	RR	A	
20	Construction					
21	Construction	RR	RR	RR	A	
21	Construction					
22	Construction	I, RR	RR	RR	A	
22	Construction					

Legend

A - Approve

I - Initiate

R - Review

RR - Review & Recommend to BOT

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

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

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

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

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

South Texas College's Legal Council has reviewed this item and will discuss and provide additional information to the Committee at the meeting.

A representative from Linebarger Goggan Blair & Sampson, LLP will also be present at the meeting to address any questions as needed.

It is requested that the Committee recommend for Board approval at the December 16, 2014 meeting, to authorize the President and Legal Counsel to begin negotiations as necessary with TxDOT to determine a fair and equitable price for the property as presented.



Rio Grande City – STC Property Map

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

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

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

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

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

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

A representative from Broaddus & Associates will be present at the December 11, 2014 Board Facilities Committee meeting to review the negotiated fees and recommendations.

It is requested that the Facilities Committee recommend for Board approval at the December 16, 2014 Board meeting, the architect contracts and fees as negotiated by Broaddus & Associates for the design of the 2013 Bond Construction Program four priority projects.

OWNER / ARCHITECT AGREEMENT



**SOUTH TEXAS
COLLEGE**

McAllen, Texas

DRAFT

December 2014

1

**CONTRACT AGREEMENT
BETWEEN
OWNER AND ARCHITECT**

**STATE OF TEXAS
COUNTY OF HIDALGO**

PART I. PARTIES

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

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

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

Owner engages the Architect to perform, for the Project, professional Architect and Engineering 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. (Description of projects)

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

**ARTICLE 1
REPRESENTATIONS**

1.1 Legal Authority. Architect represents that the Architect has the requisite authority to enter into and perform its obligations under this Agreement. Upon execution hereof, the Architect shall submit a notarized affidavit sworn to by an authorized officer or agent of the Architect avowing that the Architect is not in violation of any laws material to its ability to perform its obligations under this Agreement.

1.2 Architect's Professional Qualifications.

(a) The Architect represents that it is duly licensed under the laws of the State of Texas to undertake its obligations hereunder.

(b) Notwithstanding anything to the contrary contained in this Agreement, Owner and Architect agree and acknowledge that Owner is entering into this Agreement in reliance on Architect's special and unique abilities with respect to performing Architect's services, duties, and obligations under this Agreement ("Architect's Services"). Architect accepts the relationship established between Architect and Owner and will strive to use Architect's appropriate efforts, skill, judgment, and abilities in performing Architect's Services. Architect shall perform Architect's Services (i) in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession for those architectural firms currently practicing under similar circumstances or similar locality and (ii) in compliance with all applicable federal, state, and municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. The Architect covenants that there are no obligations, commitments, or impediments of any kind that will limit or prevent performance of Architect's Services.

1.2.1 Engineer's Qualifications-In performing its obligations under this Contract, the Architect shall engage or cause to employ the services of one or more individual(s) licensed to practice engineering under the laws of the state of Texas, as set forth in The Texas Engineering Practice Act, Article 3271a, Vernon's Texas Civil Statutes. (the "Engineer"). Regardless of the legal relationship

between the Architect and the Engineer, at all times herein, the Engineer shall also have an independent legal duty to the Owner with respect to the respective engineer design functions set out in the Architect's contract. The Engineer's duty shall include separate errors and omissions coverage as set forth in Article 19 hereof.

1.2.2 Certification to Owner

Prior to issuance of the Owner's Notice to Proceed to the Architect, the Architect shall have employed, and Owner shall have approved the services of Engineers. In this regard, the Architect shall:

- a. provide the Owner with written evidence of the Architect's and Engineer's qualifications to perform the design services required under this Contract;
- b. certify to the Owner that the Architect and Engineers that are to be members of its team are being selected based on demonstrated competence and qualifications; and
- c. tender to Owner the Architect's and Engineer's errors and omission insurance policies.

1.3 Design Service Representations.

1.3.1 The Architect shall exercise usual and customary professional care in the performance of its service hereunder to the end that the final design recommended by Architect and accepted by the Owner shall be sufficient for construction of the Project, and that the Project can be constructed as designed and as shown in the plans and specifications and will be fit for the purposes for which it is intended. Approval by the Owner of any of the Architect's plans, drawings, specifications, documents, or other Work performed under this Agreement shall not relieve the Architect of responsibility for design, coordination with subconsultant engineers, or the workability of the details. The Project design, plans, and specifications shall incorporate the requirements approved by the Owner at the various design phases and shall comply with the requirements of 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 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. Architects services and deliverables are intended solely for the Owner on the referenced project and are not intended to create any third party rights or benefits or for any other purpose.

ARTICLE 2 ARCHITECT RESPONSIBILITIES

2.1 Architect Services

2.1.1 Architect's services consist of those services specifically required to be performed by the Architect under other provisions of this contract, services performed by Architect's Consulting Engineers, and related usual and customary services necessary and reasonably inferable to complete the Project and each phase of the Project. Architect's basic services include the following: landscaping and irrigation, structural, mechanical and electrical engineering necessary to carry out Architect's Basic Services; coordination of all civil, audio/visual, acoustical, technology and communication systems, as well as any specialty consultants approved and contracted by the Owner.

2.1.2 The Architect will receive from Owner the documents and information contained in Exhibit "A" through "F", including a Preliminary Project Cost Estimate supporting the Construction Cost Limitation established for the Project. The Architect shall review those documents to understand the objectives of the Project and shall work with Owner to arrive at a mutual understanding of such objectives. The Architect's will conduct its activities related to the Project so as to achieve these Project objectives as reflected in the contract documents.

2.1.3 The services covered by this agreement are subject to the time limitations as set forth in the Project Schedule attached hereto as Exhibit "C".

2.1.4 Design of the Project shall commence immediately from the date the Architect receives a written Notice to Proceed from the Owner 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. It is understood the Architect shall be provided sufficient time to employ sound professional practices.

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 proximately caused as a result of its negligent acts or omissions. Architect shall not be responsible (financially or otherwise) for the performance, lapses, acts, errors or omissions of any person or entity not under its control, including but not limited to owner, owners other consultants and representatives, building officials or contractors/subcontractors

2.1.7 The Owner intends to employ a Construction Manager at Risk (CM@R) to provide pre-construction services and to perform all of the construction work required by the Project. The Architect will work collaboratively with the Owner, The Owner's Construction Program Manager ("CPM") and CM@R to fulfill the objectives of the Project.

2.1.8 The Architect and the CPM shall participate in the development and review of the CM@R's Guaranteed Maximum Price (GMP) proposal. This GMP Proposal will include the qualifications, assumptions, exclusions, value engineering and all other requirements identified by Owner to the CM@R. Furthermore, the Architect and the CPM shall participate in the documentation of the CM@R's GMP Proposal so as to adequately understand the contents of the GMP Proposal and ultimately confirm that the Construction Documents, when complete, reflect necessary qualifications, clarifications and assumptions contained within the GMP Proposal. Following Owner's Approval of the GMP proposal, the Architect shall be responsible for developing the Construction Documents, consisting of plans and specifications, and any other needed materials, and setting forth in detail requirements embodied in the approved GMP proposal.

2.1.9 The Owner has employed a Construction Program ("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 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 as described in paragraph 3.6. Should any Construction Cost Estimate indicate a cost which exceeds the Construction Cost Limitation, the Owner will determine whether to increase the Construction Cost Limitation, or require the Architect to revise the Project scope or quality to bring the estimated cost within the Construction Cost Limitation at no additional cost to Owner. Reductions in Project scope or quality shall be subject to Owner's review and approval. Should any Construction Cost Estimate indicate a cost which is below the Construction Cost Limitation, the Owner and Architect shall mutually agree on any changes to the Project scope, quality or to the Construction Cost Limitation? The CM@R 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 costs are incurred at a later date due to a failure to incorporate written requested corrections and amendments, the added design costs shall be at the Architect's sole expense.

2.1.13 NOT USED

2.1.14 Architect shall endeavor to call to Owner's attention items of nature in 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. The Architect shall advise the 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 not be diminished by reason of any approval or acceptance by Owner, nor shall Architect be released from liability by reason of such approval by Owner, it being understood that Owner is relying upon Architect's skill and knowledge in performing Architect's services. Owner shall have the right to reject any portion of Architect's Services on the Project because of any fault or defect in the Project due to the plans, drawings and specifications, and other materials prepared by Architect, and prompt notice of any such rejection shall be given by Owner to Architect. Architect shall forthwith perform, without any additional cost or expense to Owner, any and such design services as are required to correct or remedy any act, error, or omission directly attributable to the plans, drawings, and specifications and other materials of Architect, or in connection with the Architect's Services, or the services of Architect's Consultants or other persons employed by Architect, in the performance of any of the provisions of this Agreement. Should the Architect refuse or neglect to correct or remedy such defects within a reasonable time after receiving notice requesting such correction or remedy, then Owner shall be entitled to effect such correction or remedy itself at the expense of Architect, and Architect shall reimburse Owner upon demand for all expenses incurred by Owner to effect such correction or remedy. This commitment by Architect is in addition to, and not in substitution for, any other remedy for defective services that Owner may have at law or in equity, or both. Architects services shall be limited to those expressly identified in this agreement and shall not include any other services or deliverables.

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

ARTICLE 3 BASIC SERVICES

3.1 The Architect's Basic Services consist of the following five phases: (1) Schematic Design and Master Planning Phase; (2) Design Development Phase; (3) Construction Documents Phase; (4) Bidding or Negotiation Phase; and (5) Construction Phase-Administration of the Construction Contract. Basic Services shall include structural, mechanical, electrical Consulting Engineering services including all building information modeling ("BIM") coordination between disciplines. Architect is responsible for coordinating all civil engineering, and data design consultants. The Architect shall provide all record drawing drawings on CADD and interior design (finish color, selection and furniture layouts) and any other services included in this Article as part of Basic Services. **See Article 5 Other services for additional services considered part of Basic Services**

3.2 Prior to proceeding with any of the phases of services set out herein, the Architect must receive written 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 Architectural Basic 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 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 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 alternative approaches to design and construction of the Project to satisfy Owner's requirements. The Architect shall review the understanding of such requirements with Owner, the CPM and CM@R, and shall, at completion of this phase, submit Schematic Design Documents in accordance with Owner's Minimum Design Guidelines and any additional requirements set forth in this Agreement. Upon submission of the Schematic Design documents, the Architect shall review design and construction alternatives with the Owner, the CPM and the CM@R at the Project site. The Architect shall incorporate the alternatives selected by the Owner, especially those regarding aesthetic design issues.

3.4.2 The Architect shall furnish and deliver to the Owner four complete printed sets of Schematic Design documents. The Architect shall provide the CM@R with copies of the Architect's documents at the CM@R's expense to assist the CM@R in fulfilling its responsibilities to the Owner.

3.4.3 The Architect and the CPM shall work collaboratively to review and assist in the preparation of a construction cost estimate as described in paragraph 2.1.12 to confirm adherence to the Construction Cost Limitation and present same with the completed Schematic Design Documents. The Architect shall review the CPM's construction cost estimate in comparison with the construction cost estimate prepared by the CM@R, and shall assist the CPM in reconciling any differences between the two construction cost estimates in coordination with the CM@R. If the Architect is unable to reconcile all differences between the two construction cost estimates with the CM@R, then the Architect shall assist the CPM in provide a detailed explanation of the differences to the Owner.

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

3.4.5 The Architect shall participate in a final review of the Schematic Design Documents with the Owner and CM@R at the Project location or other location in the Hidalgo County specified by Owner. The Architect shall present the schematic design drawings and designs at a Facilities Committee and STC Board of Trustee ("Board") meeting which will be held in McAllen. Prior to the Board's approval of the Schematic Design Documents, the Architect shall incorporate such changes as are necessary to satisfy the Owner's review comments.

3.4.6 The Architect shall prepare presentation materials as defined in Owner's Design Guidelines at completion of Schematic Design and if so requested shall present same for approval to the STC Board at a regular or special Board meeting. 3D modeling of the schematics design approved by the Owner is required under Basic Services.

3.5 Design Development Phase

3.5.1 Based on the approved Schematic Design Documents and any adjustments to the Program or Construction Cost Limitation authorized by the Owner, the Architect shall prepare, for approval by the Owner and review by the CM@R, Design Development Documents in accordance with Owner's written requirements to further define and finalize the size and character of the Project in accordance with Owner's Design Guidelines and any additional requirements set forth in this Agreement. The Architect shall review the Design Development Documents with the Owner, the CPM and CM@R as they are being prepared at intervals appropriate to the progress of the Project and incorporate Owner's comments in the documents. Such reviews will take place at the Project location or other location in the Hidalgo County specified the Owner.

3.5.2 The Architect shall furnish and deliver to the Owner four complete printed sets of Design Development documents and specifications. The Architect shall provide the CM@R with copies of the Architect's documents at the CM@R's expense to assist the CM@R in fulfilling its responsibilities to the Owner.

3.5.3 The Architect shall assist in and review in the preparation of a detailed Construction Cost Estimate that will be prepared by the CPM as described in paragraph 2.1.12 to confirm 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. If the Architect is unable to reconcile all differences between the two construction cost estimates with the CM@R, then the Architect shall provide a detailed explanation of the differences to the Owner.

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

3.5.5 The Architect shall prepare preliminary recommended furniture layouts for all spaces where it is deemed important to substantiate the fulfillment of program space requirements, or to coordinate with specific architectural, mechanical and electrical elements. More detailed and finalized furniture layout and development can be provided to the Owner as an Additional Service. Furniture selection and lists by Owner.

3.5.6 The Architect shall participate in a final review of the Design Development Documents with the Owner and CM@R at the Project 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 written review comments.

3.6 Construction Document Phase

3.6.1 Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the Project Construction Cost Limitation authorized by the Owner, the Architect shall prepare, for approval by the Owner and review by the CM@R, Construction Documents consisting of Drawings and Specifications in accordance with Owner's written requirements setting forth in detail the requirements for construction of the Project, including, without limitation, Owner's Design Guidelines and any additional requirements contained in Article 2 of this Agreement. The plans, drawings and specifications for the entire Project shall 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 not 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 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 determine progress to the Owner and CM@R at the Project location or other location specified by Owner in Hidalgo County. The Architect shall provide the CM@R with copies of the Architect's documents at the CM@R's expense to assist the CM@R in fulfilling its responsibilities to the Owner.

3.6.2 The Architect and the CPM shall assist the Owner and CM@R in the determination of construction phasing and scheduling, bid or proposal alternates, special cash allowances, liquidated damages, the construction contract time period, and such other construction conditions considered appropriate for the Project and advantageous to the Owner. The Architect shall assist the Owner and CM@R in the preparation of the necessary bidding information, bidding forms, RFP information, and RFP forms, and the Terms and Conditions of the Construction Contracts.

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

3.6.4 The Architect, at the Architect's expense, at each phase of submission of Construction Documents, shall furnish and deliver to the Owner one complete printed copies of all plans, drawings and specifications and a CD containing drawings in CADD format, with all information of every character made or furnished in connection with the Construction Work, which copies shall become the property of the Owner. The Architect shall incorporate into the plans, drawings and specifications such changes as are necessary to satisfy the Owner's review comments, any of which may be appealed in writing for good cause.

3.6.5 The Architect shall pay for the reproduction of all plans, specifications and other documents for use by the office of the Architect and its Consultants of four sets per phase submittal and review by the Owner prior to the reproduction of bidding or proposal documents. The CM@R will reimburse Architect for all review documents CM@R requests prior to the issuance of bid sets. All other reproduction costs shall be borne by the Owner, provided that all invoices for such reproduction work are billed directly to the Owner, free of state sales taxes, and identified by the Architect as to the project name, number and institution.

3.6.6 The Architect shall assist the CPM with the preparation of a detailed Construction Cost Estimate to confirm adherence to the Construction Cost Limitation and present same with each phased submission of the Construction Documents. The Architect shall review the Construction Cost Estimate in comparison with the Construction Cost Estimates prepared by the CM@R, and shall assist in reconciling any differences between the two Construction Cost Estimates in coordination with the CM@R.

3.6.7 The Owner may require the Architect to perform Basic Services in a manner such that the Project is constructed using multiple construction contracts or awards.

3.6.8 The Owner will require Construction Document drawings to be produced on a CADD system as part of Basic Services. The Owner will assist in defining the CADD drawing requirements and the final media for the CADD data as well and BIM Modeling requirements

3.6.9 The Architect shall participate in a review of each phase of the submission of the Construction Documents with the Owner and CM@R at the Project location. Prior to Owner's approval of a particular phase of the Construction Documents, the Architect shall incorporate such changes as are necessary to satisfy the Owner's review comments. Before proceeding into the next scheduled phase of Construction Document development, the Architect shall obtain Owner's written acceptance of the prior phase and approval of the Construction Cost Limitation related thereto.

3.6.10 At the completion of the Construction Document Phase, Owner will furnish Architect with a Guaranteed Maximum Price proposal prepared by CM@R based upon the final construction documents prepared by the Architect and approved by the Owner. The Architect shall assist the Owner and advocate the Owner's interests in Owner's negotiations with the CM@R in an effort to develop a GMP proposal acceptable to Owner, in Owner's sole option and discretion. If the Owner does not accept the CM@R's GMP proposal, the Architect and CPM shall participate with the Owner and CM@R in constructability reviews and Value Engineering efforts and the Architect shall revise the documents as necessary in order to reach an agreement. If CM@R's GMP proposal exceeds the latest Construction Cost Limitation, and Owner directs Architect to revise the documents, then Architect shall revise the documents at its own expense so that the GMP proposal for constructing the Project shall not exceed the Construction Cost Limitation. If it is determined to be in the Owner's best interest, instead of requiring the Architect to revise the drawings and specifications, the Owner reserves the right to accept a GMP proposal that exceeds the stipulated Construction Cost Limitation. The Architect and CPM shall analyze the final GMP proposal document, together with its supporting assumptions, clarifications, and contingencies, and shall submit a detailed written analysis of the document to the Owner. Such analysis shall include, without limitation, reference to and explanation of any inaccurate or improper assumptions and clarifications made by the CM@R in its preparation of the GMP proposal.

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

3.7 Bidding and Negotiation Phase

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

3.8 Construction Phase – Administration of the Construction Contract

3.8.1 The Construction Phase shall commence with the earlier of (1) Owner's acceptance of the CM@R's Guaranteed Maximum Price (or acceptance of a partial Guaranteed Maximum Price for a stage or phase), (2) award of any subcontract or trade

contract by CM@R after authorization by Owner, or (3) the issuance of a purchase order by CM@R for materials or equipment for the Project after prior written authorization by Owner and, together with the Architect's obligation to provide Basic Services under this Agreement, will terminate when final payment is made to the CM@R at completion of all of the Construction Work, or sixty days after the last Date of Substantial Completion, whichever occurs last.

3.8.2 Unless otherwise provided in this Agreement and incorporated in the Construction Documents, the Architect shall provide administration of the Contract for Construction as set forth below and in the edition of the Owner's Design Guidelines current as of the date of this Agreement which are hereby incorporated herein by reference:

- 3.8.2.1 The Architect shall establish and maintain a numbering and tracking system for all project records, including, but not limited to: changes, requests for information, submittals, and supplementary instructions and, for the purpose of monitoring and overseeing the Construction Work shall provide updated records to all attendees at each Owner's monthly meeting and at other times when requested.
- 3.8.2.2 The Architect shall prepare agendas in advance of and shall conduct all meetings scheduled by the Owner or Architect and shall promptly provide summary notes to all parties. The Architect shall attend CM@R's regularly scheduled planning meetings when requested but will not be responsible for administering such.
- 3.8.2.3 The Architect shall assist the Owner in 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 and CM@R to evaluate appropriateness.

3.8.4 The Architect and its Consultants shall prepare appropriate documentary materials for, and conduct, a Pre-Construction Conference at the Project site prior to commencement of construction by the CM@R.

3.8.5 The Architect shall be a representative of the Owner during the Construction Phase, and shall advise and consult with the Owner and the CPM. All formal instructions to the CM@R shall be forwarded through the Architect and the CPM and all communication by and with the Architect's Consultants shall be through the Architect, except that the Owner reserves the right to communicate in writing directly with the CM@R and Consultants as it deems necessary or appropriate at any time with a copy to the Architect. The Architect shall have authority to act on behalf of the Owner to the extent provided in the Construction Documents unless otherwise modified by written instrument. Duties, responsibilities and limitations of authority of the Architect shall not be restricted, modified or extended without written acceptance of the Owner and Architect.

3.8.6 The Architect shall visit the site as reasonably necessary, but in no event less frequently than weekly to monitor appropriate activities 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 five days after the visit submit written reports for each of such visits and meetings. However, the Architect shall not be required to make exhaustive or continuous on site visits to inspect the quality or quantity of the Construction Work. On the basis of such onsite observations, the Architect shall keep the CPM and Owner informed of the progress and quality of the Construction Work, and shall endeavor to guard the Owner against defects and deficiencies in the Construction Work of the CM@R. Architect shall notify Owner and the CM@R in writing of any portions of the Construction Work which Architect has observed as not being in conformity with the Construction Documents and shall make recommendations as to correction of such deficiencies or defects.

As part of such on-site observation, Architect shall make its site representative available and shall consult with Owner and the CM@R on the occasion of circumstances arising during the course of construction which would make such consultation in Owner's interests. In addition to site visits for general inspection and observation, the Architect and its Consultants shall visit the

site for specific purposes related to certification of progress payments, start-up or mock-up reviews for significant work activities and for formal inspections of the Construction Work.

3.8.7 The Architect shall assist The CM@R in the preparation of 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, and prepare and distribute minutes of the meetings using the Owner Insite Project management system.

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 thereunder by the CM@R. The Architect shall render interpretations necessary for the proper execution or progress of the Construction Work with reasonable promptness on written requests of either the Owner or the CM@R, and shall render written recommendations within a reasonable time, on all claims, disputes and other matters in question between the Owner and the CM@R relating to the execution or progress of the Construction Work or the interpretation of the Construction Documents.

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

3.8.14 Subject to approval of the Owner, the Architect's decisions in matters relating to artistic effect shall be final if consistent with the reasonably inferable intent of the Construction Documents. The Architect shall review interior designs and/or furniture selections proposed by the Owner as the Owner endeavors to promote an aesthetic compatibility with the Architect's design.

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

3.8.16 The Architect and its Consultants shall review and approve or take other appropriate action upon the CM@R's submittals such as Shop Drawings, Product Data and Samples, but only for conformance with the design concept of the Construction Work set forth in the Construction Documents, and shall respond to CM@R's inquiries and questions and provide such supplemental information as appropriate. Such action shall be taken with reasonable promptness so as to cause no delay to the CM@R's scheduled progress, but in any event within fourteen (14) business days. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

3.8.17 Architect shall provide consultation for the purpose of clarification and interpretation of the intent and scope of the Construction Documents and, if necessary or appropriate, issue supplemental documents to amplify or clarify portions of the Construction Documents.

3.8.18 Architect shall provide assistance in the review of the CM@R's requests for change orders or claims for additional costs or time, and make recommendations to Owner as to such requests or claims.

3.8.19 The Architect shall review Change Orders for the Owner's approval prepared by the Contractor and execution in accordance with the Construction Documents, and shall have authority to order minor changes in the Construction Work which are consistent with the intent of the Construction Documents and do not involve an adjustment in the Guaranteed Maximum Price or an extension of the Contract Time. Any changes must be approved by the CPM. In conjunction with each Change issued by the Architect, the Architect shall recommend to the Owner whether the CM@R's proposal is reasonable. The Architect shall prepare revised Contract Drawings, where appropriate, to illustrate and document the work required by the Change. All proposed changes to drawings, plans and specifications, regardless of how initiated, shall be defined in the document depicting them as to scope of work added, removed, or changed. The original copies of the Construction Documents may be revised to show such changes, provided that all such revisions shall be separately recorded on media acceptable to Owner, including, without limitation, CADD. Such revisions shall be clearly indicated and a current revision date shall be included on the reproducible copy. Changes to the Construction Documents shall be made by consecutively numbered and dated addenda. All changes to the Construction Documents will be identified with date of change, revision number and other customary identification references. Areas changed on drawings will be "clouded" to show each change. Clouds designating previous changes will be removed so that only the most recent changes will be clouded. If the revised drawings are due to Changes ordered by the Owner and not due to errors and omissions on the part of the Architect, Architect's reasonable extra expenses to produce them will be treated as Additional Services.

3.8.20 Architect shall conduct and its Consultants shall participate with the CM@R in concealed space inspections, systems start-up inspections, Substantial Completion or pre-Final inspections to determine the Dates of Substantial Completion, and Final Inspection. In association with each inspection, Architect and its Consultants shall prepare a list of items which have been observed as deficiencies in the Construction Work requiring remedial work or replacement, 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 endeavor to assist the Owner in confirming contractor as-built drawing documentation during the course of the Construction Work and as a prerequisite for certifying progress payments and shall review final as-built documents for completeness as it relates to as-built documentation.

3.8.23 Architect shall assist in review of CM@R's submission of operating and maintenance instructions, manuals, brochures, drawings, and other close-out documentation furnished by the CM@R; shall require necessary revisions to same; and, when acceptable in the Architects judgment they are 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 initial usage, operation and maintenance of the building mechanical, electrical, and plumbing systems.

3.8.25 The Architect shall be available after final payment to advise the Owner regarding Warranty items and to observe Warranty work during the Warranty period. Architect shall participate in the Project's one-year warranty review at no additional expense to the owner.

ARTICLE 4 ADDITIONAL SERVICES

4.1 The following services do not included in Basic Services. They shall be provided only if authorized or confirmed in writing by the Owner, and they are paid for by the Owner as provided in this Agreement, in addition to the compensation for Basic Services. Prior to commencing any Additional Service, Architect shall prepare for acceptance by the Owner an Additional Services Proposal that shall describe in detail the nature or scope of the Additional Services, the basis upon which Architect has determined that such service are Additional Services, and which shall set forth the maximum amount of fees and reimbursable expenses for which Architect is prepared to perform such Additional Services, together with a proposed schedule for the performances of such Additional Service. The fee shall be based on actual time needed to perform additional service. Architect shall proceed only after written acceptance by Owner of the Additional Services Proposal.

4.2 Contingent Additional Services

4.2.1 Making revisions in Drawings, Specifications or other documents when such revisions are made necessary by adjustments in the Owner's program, are required by the enactment or revision of codes, laws or regulations in effect or known to be in effect subsequent to the initial preparation of such documents; or are due to changes required as a result of the Owner's failure to render decisions in a timely manner.

4.2.2 Providing services required because of significant changes in the Project, including, but not limited to size, quality, complexity, the Owner's Project Schedule, or the method of bidding or negotiating and contracting for construction, except for services required under Section 3.8.

4.2.3 Preparing Drawings, Specifications and other documentation and supporting data, evaluating CM@R's proposals and providing other services in connection with Change Orders and Construction Change Proposals if the actions required were caused by Owner or CPM's actions or other factors beyond the Architect's reasonable control or knowledge. Example: The Owner decides to change the plan of the building during construction, therefore requiring additional work. Note that this paragraph does not authorize Additional Services for Change Orders due to design errors or omissions, document clarification, etc.

4.2.4 Providing consultation concerning replacement of any Work damaged by fire or other cause during construction, and furnishing services as may be required in connection with the replacement of such Work unless such claims are based on confirmed defective plans and specifications prepared by Architect. In the event that the allegations of defective plans or specifications are not proved, Architect shall be compensated for any services provided in connection with replacement of such Work as additional services.

4.2.5 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 confirmed defective plans and specifications prepared by Architect. In the event that the allegations of defective plans or specifications are not proved, Architect shall be compensated for any services provided in connection with replacement of such Work as additional services.

4.2.7 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. Preliminary furniture layouts are part of basic services. Furniture will be selected by the owner and submitted to the Architect.

4.3.8 Making investigations, surveys, evaluations, inventories or detailed appraisals of existing facilities, and services required in connection with construction performed by the Owner.

4.3.9 Except for services in connection with warranty claims as provided for in section 3.8.25, providing Services after issuance to the Owner of the final Certificate for Payment, or in the absence of a final Certificate for Payment, more than sixty (60) days after the Date of Substantial Completion of the Work.

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.

- Telecommunications/Data Design
- Acoustic Design
- Theater Consultant
- Food Service Consulting
- TDLR Review and inspection

ARTICLE 5 OTHER BASIC SERVICES

The Architect's Basic Services include the following:

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

Design Management

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

Communications

- Meetings
- Photos
- Issues

Construction

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

5.2 Building Information Modeling (BIM) – BIM modeling is considered basic services . All subsconsultants 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 pertain 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. The Architect shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Owner and/or the Owner's consultants and contractors.

6.6 If the Owner observes or otherwise becomes aware of any fault or defect in the Project or nonconformance with the Contract Documents, prompt written notice thereof shall be given by the Owner to the Architect.

6.7 The Owner'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.

ARTICLE 7
STATEMENT OF CONSTRUCTION COST

7.1 Definition

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

7.2 Responsibility for Construction Cost Limitation

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

7.2.2 While the Architect does not represent that Architect's design will assure a bid or proposal price equal to or lower than

the Construction Cost Limitation, Architect shall, as part of Basic Services, alter and adjust the design, with the assistance of Owner and the CPM, as necessary to produce a Project that conforms to the Construction Cost Limitation.

7.2.3 If a Project budget or the Construction Cost Limitation is exceeded by 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 as follows:

(insert fee here)

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

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

8.2 Compensation for Additional Services.

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

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

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

8.4 Additional Provisions

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

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

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

8.5 Basic Service Fee Compensation Adjustment

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

**ARTICLE 9
REIMBURSABLE PAYMENTS TO THE ARCHITECT**

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

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

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 over and above the sets supplied as part of the Architect's Basic Services;

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. The amount of the premium to be reimbursed on a basis.

9.3 Payments on Account of Basic Services. Payments for Basic Services shall be made monthly and, where applicable, shall be in proportion to Services performed within each phase of services.

9.4 When compensation is based on a percentage of the Construction Cost Limitation, and any portions of the Project are deleted or otherwise not constructed, compensation for such portions of the Project shall be payable to the extent services are performed on such portions, based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent Construction Cost Limitation or detailed estimate of the Construction Cost Limitation for such portions of the Project.

9.5 Payments on Account of Additional Services. Payments on account of the Architect's Additional Services and for Reimbursable Expenses shall be made monthly upon presentation of the Architect's statement of services rendered or expenses incurred.

9.6 Architect's Accounting Records. Records of Reimbursable Expenses and expenses pertaining to Additional Services and services performed on the basis of a Multiple of Direct Personnel Expense shall be kept on the basis of generally accepted accounting principles and shall be available to the Owner and Owner's authorized representative within ten (10) days of request.

**ARTICLE 10
CONSTRUCTION CHANGE ORDERS**

10.1 A Change Order is a written instrument prepared by the contractor, submitted to the CPM and Owner for review and signed by the Owner, CM@R and Architect, stating their agreement upon all of the following:

- a.) change in the Work;
- b.) The amount of the adjustment in the Contract Sum, if any; and
- c.) The extent of the adjustment in the Contract Time, if any.

10.2 Methods used in determining adjustments to the Contract Sum shall include those listed in Paragraph 11.3.

ARTICLE 11 CONSTRUCTION CHANGE PROPOSALS

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

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

- a) Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- b) By unit prices stated in the Contract Documents or otherwise mutually agreed upon;
- c) By cost estimated by the CM@R plus, if applicable, overhead and/or profit percentage, and accepted by the Architect. The CM@R's estimate shall become a fixed price which shall not be changed by any variation in the actual cost of executing the Work covered by the change;
- d) 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 the change in the Work involved and advise the Architect of the CM@R's agreement or disagreement with the method, if any, provided in the Construction Change Proposal for determining the proposed adjustment in the Contract Sum or Contract Time.

11.5 A Construction Change Proposal Signed by the CM@R indicates the agreement of the CM@R therewith, including adjustment in Contract Sum and Contract Time or the Method for determining them. Such agreement shall be effective immediately and shall be subsequently recorded as a Change Order.

11.6 The amount of credit to be allowed by the CM@R to the Owner for a deletion or change which results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or Substitutions are involved in a change, the percentage for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

11.7 If the Owner and CM@R do not agree with the adjustment in Contract Time or the method for determining it, the adjustment or the method shall be referred to the Architect for determination, whose decision shall be final.

11.8 When the Owner, CPM and CM@R agree with the determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and shall be subsequently recorded by preparation and execution of an appropriate Change Order.

ARTICLE 12 MINOR CHANGES IN THE WORK

The Architect shall have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected

by written 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 Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

13.2 When the CM@R considers that the whole Work, or a portion thereof designed in the Contract Documents for separate completion is substantially complete the CM@R shall submit to the Architect the permits and certificates, and the CM@R's request for review of the permits and certificates by the Architect. The Architect will determine whether the Work or designated portion thereof is substantially complete. If the Architect's review and observation discloses any item which is not in accordance with the requirements of the Contract Documents, the Architect will then prepare and submit to the CM@R a comprehensive list of items to be completed and/or corrected. The CM@R shall proceed promptly to complete and correct items on the list before issuance of the Certificate of Substantial Completion. All Work items or Contract Requirements which remain incomplete/unsatisfied at the Date of Substantial Completion will form the initial "Punch-list" for Final Acceptance. When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion. All representations required by the Contract Documents shall commence on the date of Final Completion and Acceptance which is thirty days after substantial completion. The Certificate of Substantial Completion shall be submitted to the Owner and CM@R for their written acceptance of responsibilities assigned to them in such Certificate.

13.3 Upon Substantial Completion of the Work and upon application by the CM@R and certification by the Architect, the Owner shall make payment, reflecting adjustment in retainage, if any, for such Work as provided in the Contract Documents.

13.4 After Substantial Completion of the Work, at the Architect's discretion and with the consent of the CM@R's Surety, Architect may approve an Application for Payment from the withheld retainage amount but not more than one-half the estimated cost of the Work remaining to be done. Remaining retainage will be released with Final Payment after Final Completion and Acceptance of the whole Work.

ARTICLE 14 FINAL COMPLETION AND FINAL PAYMENT

14.1 Upon receipt of written notice that the whole Work is ready for Final Observation and Acceptance, the Architect will promptly (14 days or less) undertake its review. The Architect will promptly (14 days or less) issue and date a Certificate of Final Completion and Acceptance, stating that to the best of the Architect's knowledge, information, and belief, on the basis of the Architect's observations, the Work has been completed in accordance with the terms and conditions of the Contract Documents, or it will advise the CM@R and the Owner in writing of any matters that prevent it from issuing such a Certificate. When any such matters have been addressed and resolved to the Architect's satisfaction, it shall thereafter promptly issue and date a Certificate of Final Completion and Acceptance as set forth above. In the Final Certificate for Payment, the Architect will state the date on which the whole Work was fully complete and acceptable, which date shall be the date of Final Completion and Acceptance.

14.2 Neither final payment to the CM@R nor any remaining retained percentage shall become due until the CM@R submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's Property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given and acknowledged by the Owner, (3) a written statement that the CM@R knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner.

ARTICLE 15
DELAYS AND EXTENSIONS OF TIME

15.1 If Architect's performance of this Agreement is prevented or delayed by any unforeseeable cause, existing or future, which is beyond the reasonable control and without the fault or negligence of Architect, Architect shall, within twenty-four hours of the commencement of any such delay, give to Owner written notice thereof and within seven days of commencement of the delay 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 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 and specify, if known, the beginning and ending dates of the suspension.

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

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 based upon the most current and updated) as full compensation for such suspension Architect's earned fees through the suspension date, plus verifiable, reasonable and necessary costs of operation on behalf of this Contract, actually incurred and paid, for:

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

16.1.6 Owner Not Liable for Additional Costs or Damages. The compensation due to Architect under Section 16.1.3 for Costs of Suspension shall be only the amounts paid to Architect arising out of a suspension and Owner shall not be liable for any additional costs incurred by Architect, either directly or indirectly, or for any of Architect's consequential damages.

16.2 Termination by Architect for Cause. If Owner shall persistently or repeatedly fail to perform any material obligation to Architect for a period of thirty (30) days after receiving written notice from Architect of its intent to terminate hereunder, Architect may terminate performance under the Contract by written notice to Owner. In such event, Architect shall be entitled to recover from Owner on the terms and conditions and in the amounts as though Owner had terminated Architect's performance under the Contract for convenience pursuant to Paragraph 16.3 below.

16.3 Termination by Owner for Convenience. Owner may, at its option, terminate for convenience any work under the Agreement in whole or, from time to time, in part, at any time by written notice to Architect. Such notice shall specify the extent to which the performance of work is terminated and the effective date of such termination.

16.3.1 Upon receipt of such notice, Architect shall immediately discontinue work on the date and to the extent specified in the notice and advise all of its consultants that all design work has been terminated;

16.3.2 Architect waives any claims for damages including loss of anticipated profits, and consequential damages on account thereof, but as the sole right and remedy of Architect, Owner shall pay in accordance with the following:

16.3.3 Submission of Termination Claim and Compensation for Termination for Convenience. When terminated for convenience, Architect shall be compensated as follows:

- a) all amounts due and not previously paid to Architect for work completed in accordance with the Agreement prior to such notice of termination, and work thereafter completed as specified in such notice, but not to exceed in the aggregate the actual costs of the services performed to the date of notice, and if the notice specified other services to be performed, the cost of those services, and
- b) Actual reasonable and necessary administrative costs associated with settling and paying claims arising out of the termination of work under Architect subcontracts or Agreements,

In no event shall Architect be entitled to recover anticipated profits or other consequential damages from Owner on account of a 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

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 Optional Termination.

16.5 Non-Waiver. Failure by Owner to insist upon strict performance of any terms or conditions of this Agreement, or failure or delay to exercise any rights or remedies provided herein or by law, or failure to properly notify Architect, in the event of breach, or 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 things prepared by the Architect and Engineers for the Project, in written reproducible form and electronic form (AutoCad CD) of the original design, signed and sealed by the Architect(s) and Engineer(s) to be used by Owner as Owner deems necessary for the use of the project without violating any copyrights of the Architect. The Owner acknowledges, however, that all reports, plans, specifications, field data and notes and other documents, including documents on electronic media, prepared by the Architect as instruments of service shall remain the property of the Architect.

17.2 If the Contract is terminated by the Owner for any reason, at any stage of the Contract, the Architect has granted the Owner a limited license that allows the Owner to use the documents to complete the design and/or construction of the Project

17.3 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with 8.1.2 based on (1) the most recent guaranteed maximum price or the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

ARTICLE 18 NON-BINDING MEDIATION

18.1 In the event of a dispute or claim between the Architect and Owner arising out of or related to this agreement, both parties agree to submit to Non-Binding Mediation with the hope 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 after execution of this Agreement and prior to working on the Project, deposit, with the Owner, Certificates of Insurance from a company with an A.M. Best Company rating of "A-" or better, and a financial classification of VII or better or a rating of Standard & Poor's Ratings Services, A Division of the McGraw-Hill Companies, Inc. of AA or better or a Moody's Investor's Service, Inc. rating of AA or better, or as otherwise approved by Owner, evidencing compliance with this Agreement, including the following requirements.

19.3 Failure to provide evidence of insurance coverage or failure to maintain coverage during the term of this Agreement, subject to waiver by Owner, shall constitute a material breach of this Agreement. Information concerning reduction of coverage shall be furnished by the Architect with reasonable promptness in accordance with the Architect's information and belief.

19.4 Coverages shall not be cancelled, allowed to expire, or non-renewed without 30 days written notice of cancellation, expiration, or non-renewal. Such notice shall be provided to the following persons: (1) Owner's CPM; (2) Owner's legal counsel; and (3) Owner's Assistant President for Construction. In the event that any policy is cancelled, allowed to expire, or be non-renewed, Architect or its Consultant, shall obtain another policy with the same coverages as set forth below and all future policies shall include a prior acts date dated the same date as the Notice to Proceed with the respective phase.

19.5 All insurance policies shall apply to the acts or omissions of Architect, its officers, agents and employees, and for Architect's legal responsibility for the acts or omissions of its Consultants and anyone directly or indirectly under the control, supervision, or employ of Architect or Architect's Consultants and shall encompass site services including, but not limited to, monitoring the work as it proceeds for issuing payments and completion certificates and professional services involved in bid preparation and submission. Coverage should include failure to complete construction documents or to act on submittals in the time promised unless those losses are due to improper design.

19.6 Where applicable, Owner shall be named as an Additional Insured on the policies specified herein.

19.7 Professional Liability Insurance. Architect and all Consultants shall carry Professional Liability Insurance covering the Project in the amounts set forth below. Coverages shall be maintained as follows:

- a) The Architect shall submit proof of such insurance in the amount of not less than \$1,000,000.00 per claim and \$1,000,000 in the aggregate claims made policy with coverage for a minimum of one-year after substantial completion;
- b) The structural Consulting Engineer(s) shall submit proof of such insurance in the amount of not less than \$1,000,000.00 per claim and \$1,000,000 in the aggregate claims made policy with coverage for a minimum of one-year after substantial completion;
- c) The mechanical/electrical Consulting Engineer(s) shall submit proof of such insurance in the amount of not less than \$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 \$500,000 per accident and shall name the Owner as an Additional Insured.

19.9 Worker's Compensation Insurance. Architect shall carry Worker's Compensation insurance as required by the Workers

Compensation Law of the State of Texas, as amended from time to time.

19.10 Employer's Liability Insurance. Architect shall carry Employer's Liability Insurance coverage in an amount of at least \$1,000,000.00 per accident for bodily injury per accident.

ARTICLE 20 MISCELLANEOUS PROVISIONS

20.1 Venue. This Agreement is to be governed by the laws of the State of Texas. Venue shall be in Hidalgo County, Texas.

20.2 Interpretation of Agreement. The Architect, with the assistance of the CPM, shall be the interpreter of the technical requirements of the Contract Documents and the judge of the performance thereunder by the CM@R. The Architect, with the assistance of the CPM, shall render interpretations necessary for the proper execution or progress of the Work with reasonable promptness on written request of either the Owner or the CM@R, and shall render written recommendations within a reasonable time, on all claims, disputes and other matters in question between the Owner and the CM@R relating to the execution or progress of the Work or the interpretation of the Contract Documents. The Architect's decisions in matters relating to artistic effect shall be final if consistent with the intent of the Contract Documents.

20.3 Hazardous Materials. It is acknowledged by the parties that the scope of services does not include any services related to the use of asbestos or hazardous or toxic materials. The Architect and Architect's Consulting Engineers shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

20.4 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: XXXXXX
TITLE: Principal in Charge

South Texas College

BY: _____
NAME: Dr. Shirley Reed
TITLE: President

DRAFT

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

Approval of the Construction Manager-at-Risk Standard construction contract for the 2013 Bond Construction Program will be requested at the December 16, 2014 Board meeting.

Broaddus & Associates has recommended to STC staff and STC legal counsel a proposed construction contract for STC's 2013 Bond Construction Program, when the Construction Manager-at-Risk construction procurement method is used. The proposed contract draft attached, has been developed to identify the Contractor's and Owner'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 traditional Competitive Sealed Proposals procurement method could be used. In the cases where the Competitive Sealed Proposals method is used, STC's standard AIA Owner/Contractor agreement is recommended.

A representative from Broaddus & Associates will be present at the December 11, 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 December 16, 2014 Board meeting, the Construction Manager-at-Risk standard construction contract for the 2013 Bond Construction Program as presented.

CONSTRUCTION MANAGEMENT-AT-RISK AGREEMENT

This Construction Management-at-Risk Agreement (“Agreement”) is entered into effective as of _____, 2015 (the “Effective Date”), by and between South Texas College hereinafter referred to as “Owner,” and _____ hereinafter also called “Construction Manager” (also hereinafter referred to as “Party” individually or “Parties” collectively).

ARTICLE I PROJECT

1.01 Owner intends to construct _____ (the “Project”) for which Owner intends to achieve Substantial Completion (as defined in Owner’s Standard Uniform General and Supplementary Conditions) for all Stages of construction (as defined below) on or before _____, 2017. The Contract Time and the date by which Substantial Completion should be achieved will be established when and if Owner accepts Construction Manager’s Guaranteed Maximum Price proposal.

1.02 Liquidated Damages For each consecutive calendar day after the completion period set forth in a Guaranteed Maximum Price Proposal executed by the Parties that any Work, including the correction of deficiencies found during the final testing and inspection, is not completed, the amount of _____ (\$_____) per day/ per project will be deducted from the money due or becomes due the Construction Manager, not as a penalty but as liquidated damages representing the parties’ estimate at the time of contract execution of the damages which the Owner will sustain for late completion.

ARTICLE II DEFINITIONS

2.01 Certain Definitions:

- (a) Contract Documents: This Agreement, including Owner’s Standard Uniform General and Supplementary Conditions, Special Conditions, Specifications, all Addenda issued prior to the Effective Date, the Program, the Project Manuals developed for the construction of the Project or a portion thereof, all documents required thereunder, and the Drawings and Specifications developed by the Design Consultant(s). The Contract Documents form the Contract between Owner and Construction Manager. Construction Manager shall perform all of its services and construct the Work (as defined below) pursuant to the entire Contract Documents. Duties and obligations of Construction Manager which are described in this Agreement may be expanded or further defined by additional provisions of

- any of the Contract Documents. “Construction Manager” shall be substituted for “Contractor” or “General Contractor” in Owner’s Standard Uniform General and Supplementary Conditions and Specifications.
- (b) Construction Cost Limitation: The cost limit for construction which must not be exceeded as a result of the design of the Design Consultant and which may be stipulated in a contract with a Design Consultant.
 - (c) Construction Phase: The implementation and execution of the construction work required by the Contract Documents. The construction of the Project may be divided into different stages each with different dates for implementation and completion (referred to as a “Stage”).
 - (d) Cost of the Work is defined in Article VIII.
 - (e) Day: The calendar day unless otherwise specifically designated.
 - (f) Design Consultant: Licensed professionals, or firms employing such licensed professionals, engaged by Owner as independent consultants for design of all or a portion of the Project Improvements and to prepare drawings and specifications for the construction of the Project (the “Drawings and Specifications”). More than one such professional or firm may be employed by Owner. (All such professionals or firms, regardless of number, may be referred to in the singular herein.)
 - (g) Final Completion: As defined by Owner’s Standard Uniform and Supplementary General Conditions.
 - (h) General Conditions Work: Refer to Exhibit H for a complete list of approved general condition items. These approved items shall be reflected in the General Conditions lump sum cost shown as a line item in the Guaranteed Maximum Price Proposal and the schedule of values/cost breakdown. Items not shown on Exhibit H will not be accepted as a general condition cost and will be part of the Pre-construction Phase Fee, Construction Phase Fee or Cost of Work.
 - (i) Pre-construction Phase: The programming, schematic design, design development, construction documents, and bidding phases.
 - (j) Preliminary Project Cost (“PPC”): The total estimated cost of all project development, including design, construction, and other associated costs, which is established prior to the commencement of design.
 - (k) Project Construction Budget (“PCB”): The budget established for the site preparation and construction of all the Project Improvements and facilities relating to and being a part of the Project, which includes the Construction Cost Limitation and other costs specified by Owner.
 - (l) Project Improvements: All Project facilities requiring construction, including all preparatory matters prior to construction, such as site preparation.
 - (m) Project Manager: Shall mean Broaddus & Associates and its agents.
 - (n) Project Team: The Owner, Project Manager, Construction Manager, Design Consultant(s), any separate contractors employed by Owner, and other consultants employed for the purpose of programming, design, and construction of the Project. The constitution of the Project Team may vary at different phases of the Project. The Project Team will be designated, and may be modified from time to time by Owner.

- (o) Standards and Standard Specifications: The construction and design requirements and standards as specified by Owner which are hereby incorporated by reference.
- (p) Subcontractors: All trade contractors, separate contractors, subcontractors, and any material men entering into contracts (“Subcontracts”) with the Construction Manager and Subcontractor for the performance of the Work. The relationship between the Construction Manager and the Subcontractors shall be that of a general contractor to its subcontractors unless otherwise approved in advance in writing by Owner, or except when Owner enters into a separate contract directly with a Subcontractor, which shall not be authorized unless in writing.
- (q) Substantial Completion (date of): As defined by Owner’s Standard Uniform General and Supplementary General Conditions.
- (r) Total Project Cost (“TPC”): The total budget established for the Project by the Board of Trustees of Owner at the end of the design development phase (subject to subsequent modification by Owner), which includes but is not limited to professional services costs, Construction Manager’s costs, the costs of the General Conditions items.
- (s) Work: The provision of all services, labor, materials, supplies, and equipment which are required or reasonably inferable to complete the Project in strict accordance with the requirements of the Contract Documents (as such may be modified or amended). The term “reasonably inferable” takes into consideration the understanding of the parties hereto that not every detail will be shown in the Contract Documents. The Construction Manager shall not be entitled to an increase in the Guaranteed Maximum Price (as described in section 5.01(g)) due to the absence of any detail or specification the Contractor may require or for any construction which may be found necessary as the Work progresses in order to complete the construction of the Project. If an item or system is either shown or specified, all material and equipment required for the proper installation of such item or system and needed to make a complete operating installation shall be provided whether or not detailed or specified, omitting only such parts as are specifically excepted by the Owner. Notwithstanding the above, the Contractor shall not be responsible for design, except incidental designing/detailing as required by the Specifications for shop drawing purposes.

ARTICLE III
DESIGNATION OF CONSTRUCTION MANAGER AND DUTIES

3.01 The Owner hereby designates and appoints the Construction Manager and authorizes the Construction Manager to so act in connection with the scope of work and services set forth and described in this Agreement.

3.02 Notwithstanding anything to the contrary contained in this Agreement, Owner and Construction Manager agree and acknowledge that Owner is entering into this Agreement in reliance on Construction Manager’s special and unique abilities with respect to performing its obligations hereunder, and Construction Manager’s special and unique abilities with respect to

construction management. The Construction Manager accepts the relationship of trust and confidence established between it and the Owner by this Agreement. Construction Manager covenants with Owner to use its best efforts, skill, judgment, and abilities to perform the services hereunder and to further the interests of Owner in accordance with Owner's requirements and procedures, in accordance with the highest standards of Construction Manager's profession or business and in compliance with all applicable national, federal, state, municipal, laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. Construction Manager warrants, represents, covenants, and agrees that there are no obligations, commitments, or impediments of any kind that will limit or prevent performance of the services required hereunder.

3.03 Warranties and Representations. The Construction Manager warrants, represents, covenants, and agrees that all of the services to be performed by the Construction Manager under or pursuant to this Agreement shall be of the standard and quality which prevail among similar businesses and organizations of superior knowledge and skill engaged in providing similar services in major United States urban areas under the same or similar circumstances and involving a project such as the Project.

3.04 The Construction Manager's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Owner nor shall the Construction Manager be released from any liability by reason of such approval by the Owner, it being understood that the Owner at all times is ultimately relying upon the Construction Manager's skill and knowledge in performing the services required hereunder.

3.05 The Construction Manager warrants, represents, covenants, and agrees that all persons connected with the Construction Manager directly in charge of its services are duly registered and/or licensed under the laws, rules and regulations of any authority having jurisdiction, if so required by such laws, rules and regulations.

3.06 The Construction Manager warrants, represents, covenants, and agrees to call to Owner's attention anything of any nature in any drawings, specifications, plans, sketches, instructions, information, requirements, procedures, and other data supplied to the Construction Manager (by the Owner or any other party) which it regards in its opinion as unsuitable, improper, or inaccurate in connection with the purposes for which such document or data is furnished. Nothing shall excuse or detract from the Construction Manager's responsibilities or obligations hereunder in a case where such document or data is furnished unless the Construction Manager advises Owner in writing that in its opinion such document or data and any requests made therein for action are unsuitable, improper, or inaccurate and Owner confirms in writing that it wishes the Construction Manager to proceed in accordance with the data as originally given.

3.07 The Construction Manager warrants, represents, covenants, and agrees to furnish efficient business administration and superintendence and perform its services hereunder or pursuant to this Agreement in the best way and in the most expeditious and economical manner consistent with the interests of Owner.

3.08 The Construction Manager warrants, represents, covenants, and agrees that it shall, at its own cost, make good any defects in the Preconstruction Phase Services as soon as the Construction Manager becomes aware of such defects or is notified of such defects. Should the Construction Manager refuse or neglect to make good such defects within a reasonable time after receiving notice requesting such remedial work, then the Owner shall be entitled to make good such defective services at the expense of the Construction Manager. This commitment by Construction Manager is in addition to, and not in substitution for, any other remedy for defective Services which the Owner may have at law or in equity. Construction Manager's obligations with respect to Construction Phase Services are set forth in Owner's Standard Uniform General and Supplementary Conditions and elsewhere as may be noted.

3.09 Construction Manager warrants, represents, and agrees that if (i) it is a corporation or limited liability company, then it is a corporation duly organized, validly existing and in good standing under the laws of the State of Texas, or a foreign corporation or limited liability company duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary corporate power and has received all necessary corporate approvals to execute and deliver the Agreement, and the individual executing the Agreement on behalf of Construction Manager has been duly authorized to act for and bind Construction Manager; or (ii) if it is a partnership, limited partnership, or limited liability partnership, then it has all necessary partnership power and has secured all necessary approvals to execute and deliver this Agreement and perform all its obligations hereunder; and the individual executing this Agreement on behalf of Construction Manager has been duly authorized to act for and bind Construction Manager.

3.10 Neither the execution and delivery of this Agreement by Construction Manager nor the performance of its obligations hereunder will result in the violation of any provision, if a corporation, of its articles of incorporation or by-laws, if a limited liability company, of its articles of organization or regulations, or if a partnership, by any partnership agreement by which Construction Manager is bound, or any agreement by which Construction Manager is bound or to the best of the Construction Manager's knowledge and belief, will conflict with any order or decree of any court or governmental instrumentality relating to Construction Manager.

3.11 Except for the obligation of Owner to pay Construction Manager certain fees and expenses pursuant to the terms of this Agreement, and to perform certain other obligations pursuant to the terms and conditions explicitly set forth herein, Owner shall have no liability to Construction Manager or to anyone claiming through or under Construction Manager by reason of the execution or performance of this Agreement. Notwithstanding any obligation or liability of Owner to Construction Manager, no present or future agent, officer, director, employee, or Trustee of Owner, has or shall have any personal liability to Construction Manager or to anyone claiming through or under Construction Manager by reason of the execution or performance of this Agreement.

ARTICLE IV
CONSTRUCTION MANAGER’S PERSONNEL AND SUBCONTRACTORS

4.01 The Construction Manager’s personnel, and the Construction Manager’s associated subconsultants, to be employed in the Project, are identified in Exhibit A. The personnel and entities identified in Exhibit A shall not be changed except with the Owner’s prior written agreement, which shall not be unreasonably withheld.

4.02 All subcontracts shall be awarded in accordance with the applicable provisions of this Agreement. Owner reserves the right to require all potential subcontractors to answer questionnaires and to submit certain information, including financial information and references. Construction Manager shall notify Owner in advance in writing of the identities of all Subcontractors with which it intends to subcontract. Construction Manager shall not subcontract with any Subcontractor to which Owner has a reasonable objection. Such notice shall be given sufficiently in advance to permit Owner adequate time for review without delay to the Project, and allowing time for Construction Manager to make substitute selections, but in no event shall such notice be given less than twenty (20) days before the intended subcontract date. Construction Manager shall not be required to subcontract with any Subcontractor to which it has reasonable objection. If Construction Manager intends to submit a proposal for subcontract work, it shall notify Owner in writing prior to soliciting proposals from potential subcontractors. When Construction Manager’s Subcontractors for constructing the Work have been identified, they shall not be changed without Owner’s prior written approval, which shall not be unreasonably withheld. Construction Manager shall not incur any Subcontract costs prior to issuance by Owner of a Notice to Proceed for such Work.

ARTICLE V
CONSTRUCTION MANAGER’S SERVICES:
PART 1: PRECONSTRUCTION PHASE SERVICES

5.01 In implementation of the responsibilities and duties of the Construction Manager as set forth herein, the Construction Manager shall perform, in accordance with the Schedule (as defined in Section 5.01(b)), the following Preconstruction Phase Services:

- (a) General Coordination.
 - (1) Participate as a member of the Project Team in the development of-the Project Facility Program if such program has not been developed prior to the Effective Date of this Agreement.
 - (2) Attend regular meetings with other members of the Project Team during the development of the design of the Project to advise them on site usage and site improvements, selection of materials, building systems and equipment, and methods of delivery of materials, systems, and equipment. The Construction Manager’s Pre-construction Phase Services team shall attend project team meetings with the Owner, the Owner’s representatives, and the Project Architect and design architect at approximately one month

intervals throughout the duration of the pre-construction phase with the occurrence of shorter but more frequent project team meetings increasing prior to the Owner's acceptance of the GMP.

- (3) Provide recommendations and information to the other members of the Project Team on: construction feasibility; availability of materials and labor; time requirements for installation and construction; assignment of responsibilities for safety precautions and programs, temporary Project facilities; equipment, materials and services for common use of the Construction Manager and Owner's separate contractors, if any; cost factors, including costs of alternative materials or designs, preliminary budgets, and possible cost savings; methods of verification for determining that the requirements and assignment of responsibilities are included in the proposed Contract Documents, and any other matters necessary to accomplish the Project in accordance with the Schedule (as defined below) and Project Construction Budget.
- (4) At Owner's request, attend public meetings and hearings concerning the development and schedule of the Project.
- (5) Implement and conduct a Constructability Implementation Program as set forth in Exhibit E hereto, which is hereby incorporated herein by reference. Whenever the term "value engineering" is used in conjunction with this Agreement or the Project, it has its commonly accepted meaning within the construction industry and does not imply the practice of professional engineering without a license. If any value engineering activities constitute the professional practice of engineering, then such activities shall be performed by an engineer licensed in Texas.
- (6) Develop and update a "Constructability Review" report which is a report resulting from frequent communication with the Project Team and which will outline items that in the Construction Manager's opinion may cause problems in the way the Project is to be constructed and which will review the overall coordination of specifications and drawings, details and discrepancies that if left unattended may result in Change Orders or claims once Project construction commences. Constructability recommendations and documentation shall be in conformance with mutually agreed upon format.
- (7) Creation and continuous updating using the project management software ***Owner In Site*** access will be provided by Project manager for all decision tracking and document tracking.
- (8) Attend and participate in Owner's "Partnering" Program for all phases of the Project.
- (9) General Coordination Coordinate and manage the construction and demolition of one or more full-scale architectural design mock-ups at the project site based on plans and specifications provided by the Project Architect in collaboration with the design Architect.

(b) Scheduling.

- (1) Develop a critical path Project schedule (“Schedule”) for the other Project Team members’ review and the Owner’s approval, that coordinates and integrates the Construction Manager’s services, the Design Consultant’s design, the work of other consultants and suppliers, and the Owner’s activities with the anticipated construction schedules for other contractors.
- (2) Update the Schedule as is reasonably required but at least monthly to incorporate an updated, detailed listing for all activities of the Project, including, without limitation:
 - a) Commencement, milestone and completion dates for Facility Program Phase, Schematic Design Phase, Design Development Phase, Construction Documents Phase, Bidding/Proposals Phase, construction phasing and Project Stages;
 - b) Times of commencement and completion for each Subcontractor;
 - c) required activity sequences and durations;
 - d) contract document packages, completion dates, Owner contract document package review periods, Project building permits acquisition time requirements, construction contract bid dates;
 - e) Processing of shop drawings and samples;
 - f) a recommended schedule for the Owner’s direct purchase of materials and equipment requiring long lead time procurement, delivery dates of products requiring long lead time procurement, and methods to expedite and coordinate delivery of long lead time procurements including coordination of the Schedule with the early preparation of relevant portions of the Contract Documents by the Design Consultant.

A separate Schedule shall be prepared for each Stage and each set of bidding documents.

- (3) Provide the necessary critical path schedule control with a goal to attain the Substantial Completion of the Project on or before the date set forth hereinabove, so that the Owner can occupy and utilize the entire Project facilities on such date; and
- (4) Create and maintain the Schedule using the latest available version of the *Primavera* software program (the license and training for which shall be at Construction Manager’s sole expense).
- (5) Additional Detailed Schedule Activities. The Construction Manager may also include in the Schedule additional activities which may be Owner-managed work under separate contracts including: equipment, furniture and furnishings, telephones, project security, property protection and life-safety systems, integration with central campus monitoring systems, information and instructional technology data-transmission systems, and computer technology systems.

(6) All schedules shall be uploaded and maintained on *Owner In Site* project management software, access will be provided by the owner project manager

(c) Budget and Cost Consultation.

- (1) Obtain from Owner all Project service, materials and property costs and expenses not known directly by the Construction Manager, such costs to include, without limitation, Owner's personnel costs, force account labor, if any, and special consultants.
- (2) Prepare and update a Project budget during the schematic design phase, design development phase, and construction documents phase at thirty percent (30%), sixty percent (60%) and ninety five percent (95%) completion (for each Stage), for written approval by the Owner, such budget to include estimating, updating and reporting of all Project costs including, without limitation, construction, regardless of whether such costs are included in Owner's CCL or TPC. The design development phase and construction documents phase estimates shall be detailed estimates derived from cost quantity surveys. Such cost quantity surveys shall be based upon unit prices for labor, materials, and overhead and profit.
- (3) Provide, throughout the duration of the Project, updates of ongoing cost and budget impact, and provide continuous cost consultation services. Prepare and be responsible for all procurement and construction cost estimates. Advise the other members of the Project Team immediately if at any time the Construction Manager has knowledge or belief that the previously established CCL, TPC, or Schedule will not be met, and make recommendations to the Project Team for corrective action.
- (4) At the completion of the Construction Contract Documents (for any Stage of the Project), update and refine a comparison of actual and projected costs to the Project Construction Budget, and in the event such actual and projected costs exceed the original Project Construction Budget, develop and implement reasonable strategies to be approved by the Owner to reduce the costs projected to be incurred during all phases of the Project.

(d) Coordination of Design and Construction Contract Documents.

- (1) Review all plans, specifications, and other design documents during the schematic design phase, design development phase, and construction documents phase, and advise Owner on site use, foundations, systems, materials, equipment, construction feasibility, availability of labor and materials, procurement time requirements, installation and construction, relative costs, and provide recommendations to Owner without assuming Design Consultants' professional responsibility.
- (2) Coordinate the incorporation of the Owner's Programming Design Guidelines and Standard Specifications and procedures, including, without

limitation, Site Construction Guidelines, all of which are hereby incorporated by reference, into the Construction Contract Documents, and use of the Owner's format as directed by the Owner.

- (3) Assist in development of any Special Conditions of the Construction Contract Documents, which shall be approved in writing by the Owner at Owner's sole option and discretion.
- (4) At specified times required by the Owner, review the drawings and Project Manual as they are being prepared, advise Owner of any error, inconsistency or omission discovered, and recommend alternative solutions whenever the design affects construction feasibility, budget, risks, or schedules (without assuming the Design Consultants' professional responsibility).
- (5) Prepare a constructability review report based on Exhibit E and mutually agreed upon format, a copy of which has been provided to Construction Manager at the time or times indicated therein.
- (6) Coordinate with the Owner to ensure that the Construction Contract Documents comply with all applicable laws and Owner policies regarding procurement.
- (7) Consult with Owner and Design Consultant to determine what materials, equipment, component systems, and construction types should be included in the Contract Documents; suggest reasonable adjustments in the scope of the Project; and suggest alternate bids in the Construction Documents to adjust the Construction Cost to the Guaranteed Maximum Price (as defined herein).

(e) Construction Planning.

- (1) Identify for and recommend to the Owner the need for purchase of items requiring extended delivery times ("long lead items"), and expedite the procurement of such items to ensure their delivery by the required dates. Participate with Design Consultant, as requested by Owner and subject to Owner's prior approval, in the preparation of performance specifications and requests for technical proposals for the procurement and installation of systems, components, and for the procurement of long lead time equipment and materials. If requested by Owner, and subject to Owner's prior approval, issue requests for technical proposals to qualified sources and receive proposals and assist in their evaluation.
- (2) Make recommendations to the other members of the Project Team regarding the division of Contract Documents and Project Manual to facilitate the bidding and awarding of construction contracts, to allow for phased or staged construction, or multiple separate contracts, and to take into consideration such factors as time of performance, type and scope of work, availability of labor and materials, overlapping trade jurisdictions, provisions for temporary facilities, comparisons of factory and on-site

production costs, shipping costs, code restrictions, the Owner's goals for Local Participation, if any, and other constraints.

- (3) Review the Drawings and the Project Manual with the other members of the Project Team to eliminate areas of conflict and overlap in the work to be performed by the various Subcontractors or Owner's separate contractors.
- (4) Schedule and conduct pre-bid conferences with interested bidders, subcontractors, material suppliers, and equipment suppliers, and record minutes of same.
- (5) Coordinate and develop with Design Consultant bid packages and work scope descriptions for each separate bid category that represent the entirety of the scope of the Work for each phase and stage of the Project.
- (6) In accordance with *Texas Government Code* section 2269.255-2269.256, Construction Manager shall publicly advertise and solicit either competitive bids or competitive sealed proposals from trade contractors or subcontractors for the performance of all major elements of the work other than the minor work that may be included in General Conditions. Construction Manager may seek to perform portions of the work itself if Construction Manager submits its bid or proposal for those portions of the work in the same manner as all other trade contractors or subcontractors and if Owner determines that Construction Manager's bid proposal provides the best value for Owner. Owner's determination in such matters is final. If Construction Manager intends to submit a proposal for such work, it shall notify Owner in writing prior to soliciting proposals. Criteria for determination of best value shall be provided by Owner. Construction Manager and Owner shall receive and open all trade contractor or subcontractor bids or proposals in a manner that does not disclose the contents of the bid or proposal during the selection process. All bids and proposals shall be made public within seven (7) days after the date of final selection. If Construction Manager reviews, evaluates, and recommends to Owner a bid or proposal from a trade contractor or subcontractor, but Owner requires a bid or proposal from another trade contractor or subcontractor to be accepted, then, pursuant to the terms of the Contract, Owner shall compensate Construction Manager by a change in price, time, or Guaranteed Maximum Price for any additional cost and risk, which has been demonstrated to Owner's satisfaction and as required by the Contract, which Construction Manager may incur because of Owner's requirement that another trade contractor or subcontractor bid or proposal be accepted.
- (7) Assist the Owner, the appropriate separate Owner's contractor, the appropriate Design Consultant or other consultant, in obtaining all applicable risk management, code, and regulatory agency reviews and approvals for the Project or any portion thereof including, without limitation, the Texas Department of Licensing and Regulation, the fire

department providing fire protection, and Factory Mutual Engineering, a wholly owned subsidiary of the Factory Mutual System.

- (8) Advise Owner of any tests to be performed, and assist Owner in selecting testing laboratories and consultants, without assuming direct responsibility for the work of such laboratories and consultants.
- (9) Review the Contract Documents to ensure that they contain adequate provision for all temporary facilities necessary to enable the Subcontractors to perform their work, and provisions for all of the job site facilities necessary to manage, inspect, and supervise construction of the Work.
- (10) In accordance with Owner's Standard Uniform General and Supplementary Conditions, initiate, maintain, and supervise all safety precautions and programs in connection with the Work. Construction Manager shall provide recommendations and information to Owner and Design Consultant with respect to the assignment of responsibilities for safety precautions and programs, temporary Project facilities, and equipment, materials, and services for common use of the Subcontractors. Verify that such assignments with respect to the Subcontractors are included in the Contract Documents.
- (11) Provide an analysis of the types and quantities of labor required for the Project and review the appropriate categories of labor required for critical phases or Stages. Make recommendations for actions which will minimize adverse effects of labor shortages.

(f) Guaranteed Maximum Price.

- (1) At the conclusion of the Design Development phase, or such other time as the Parties may agree upon when the Drawings and Specifications are sufficiently complete, Construction Manager shall submit a Guaranteed Maximum Price proposal to Owner in the form attached hereto as Exhibit C which shall also state a Contract Time and date of Substantial Completion upon which the proposal is based. If Owner accepts the proposal, both parties shall sign the proposal and the Guaranteed Maximum Price, Contract Time and date of Substantial Completion therein shall become part of the Contract. Based on particular Project requirements and the development of the Project design, Owner, at its sole option and discretion, may specify a different format than that contained at Exhibit C, which is provided as an example only.
- (2) Owner, at its sole option and discretion may reject the Guaranteed Maximum Price proposal, attempt to renegotiate the proposal with Construction Manager (with the right to cease negotiations at any time and reject the proposal), or increase the Project Construction Budget. Construction Manager shall not withdraw its Guaranteed Maximum Price proposal for ninety (90) days.

- (3) The Guaranteed Maximum Price proposal must be prepared in the format specified by Owner which shall require a breakdown of estimated costs organized by trade, allowances, contingencies, Construction Manager's Construction Phase Fee, and other approved items as defined in Attachment 1 to Exhibit C (Guidelines for the Preparation of the GMP).
- (4) The Guaranteed Maximum Price proposal must include a written statement describing how it was derived and prepared, which shall include, at a minimum, Drawings and Specifications, addenda, Owner's Standard Uniform General and Supplementary Conditions, allowances, all clarifications and assumptions made by the Construction Manager due to the incompleteness of the Drawings and Specifications, and assumptions as to when Contract Documents will be issued. This information shall be fully described in Attachment 1 to Exhibit C.
- (5) In formulating the Guaranteed Maximum Price proposal, Construction Manager shall allow for the continued development and completion of the Drawings and Specifications which are reasonably inferable, except for material changes in scope, and the Guaranteed Maximum Price proposal shall include a Construction Manager's contingency to allow for costs arising out of such development and completion which do not qualify for a change order. Amounts attributable to clarifications, assumptions, and further development and completion of the Drawings and Specifications shall be specified in an itemized breakdown as part of the proposal.
- (6) In formulating the Guaranteed Maximum Price proposal, include an Owner provided Construction Contingency Allowance in the amount of XXXXXXXX per Pricing and Delivery schedule. Indicate this specified amount under Guaranteed Maximum Price, Exhibit C, Item 6, and under Attachment 1 to Exhibit C, Tab 3, Description of Work, and Allowance Schedule.

ARTICLE VI
CONSTRUCTION MANAGER'S SERVICES:
PART 2: CONSTRUCTION PHASE SERVICES

6.01 The Construction Phase shall be deemed to commence upon the earlier of (i) the date specified in a Notice to Proceed issued by Owner after approval by Owner of a Guaranteed Maximum Price for the Work or portion of the Work specified in such Notice to Proceed, (ii) the issuance of a purchase order by Construction Manager for materials or equipment for the Project after prior written authorization by Owner, or (iii) award of a Subcontract in accordance with the requirements of this Contract and after prior written authorization by Owner. (iv) Issuance of the building permit. Preconstruction Phase Services may overlap Construction Phase Services. In implementation of the responsibilities and duties of the Construction Manager for the Construction Phase, the Construction Manager shall provide the following services:

(NOTE: ALL Project Correspondence including but not limited to, Shop drawings, Meeting notes, RFI's, ASI's and Change Orders must be managed through the Project Management Software *Owner In Site*. Access to the site will be provided by the owner)

(a) Project Control.

- (1) Construction Manager shall construct the Work in strict accordance with the Contract Documents within the time required by the Schedule approved by Owner and as required by Owner's Standard Uniform General and Supplementary General Conditions and Specifications. Construction Manager shall award and enter into, as a general contractor, all Subcontracts necessary and appropriate to provide all labor and materials for the construction of the Project. Construction Manager shall self-perform only General Conditions Work and other Work which has been awarded to Construction Manager in accordance with the requirements of *Texas Government Code* section 2269 Subchapter F and this Contract. Owner reserves the right to perform Work related to the Project and to award separate contracts for Work related to the Project.
- (2) Monitor the Work of the Subcontractors as required and coordinate such Work with the activities and responsibilities of the Project Team with a goal to attain completion of the Project at a cost not to exceed the Project Construction Budget and Guaranteed Maximum Price, and to attain Substantial Completion by the date set forth in Exhibit C herein when executed.
- (3) Attend Owner's Project progress meetings scheduled by Owner no less often that once per month, and fully advise the Project Team at such meetings as to Project status.
- (4) Schedule, direct and attend regular meetings with other members of the Project Team during the construction of the Project to discuss jointly such matters as procedures, progress, problems and scheduling. Prior to each

meeting, the Construction Manager shall prepare and distribute to the other Project Team members a written agenda for the meeting. Prepare and distribute at each Project Team meeting a memorandum setting forth the list of critical activities which require immediate action and the date(s) by when the activity must be completed, and record and distribute the minutes of each meeting.

- (5) As provided in Exhibit A, maintain a competent, full-time staff at the Project site to coordinate and provide general direction over the Work and progress of the Subcontractors on the Project.
- (6) As provided in Exhibit A, establish on-site organization of personnel and clearly defined lines of authority in order to effectuate the overall plans of the Project Team. At a minimum, Construction Manager's site personnel shall include a project manager, project superintendent, assistant superintendent, project engineer, and appropriate administrative support personnel.
- (7) In consultation with Owner, establish procedures for coordination among the Project Team, Subcontractors, separate contractors, Design Consultants, and other consultants with respect to all aspects of the construction of the Project, and implement such procedures.
- (8) Expedite and coordinate delivery and installation of Owner-procured material and equipment.
- (9) Construction Manager shall supervise and direct the Work and shall be solely responsible for construction means, methods, techniques, sequences, and procedures for the Work.
- (10) In accordance with Owner's Standard Uniform General and Supplementary Conditions, provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and all other facilities and services necessary for the proper execution and completion of the Work in strict accordance with the requirements of the Contract Documents.
- (11) Obtain building permits and special permits for permanent improvements as required by law or the Contract Documents. Assist Owner or Design Consultant in obtaining all approvals required from authorities having jurisdiction over the Project.
- (12) Inspect the Work of Subcontractors to ensure conformance with the Contract Documents.

(b) Scheduling.

- (1) Perform Project scheduling in compliance with Article XXIII of Owner's Standard Uniform General and Supplementary Conditions entitled "Time Allotted for Performance; Construction Schedules" if included therein;
- (2) otherwise provide regular monitoring, updating, and reissuing of the all Project Schedules as construction progresses, including, without limitation, master

project schedules, detailed construction schedules, submittal schedules, inspection schedules, and occupancy schedules;

(3) Identify potential and actual variances between scheduled and probable completion dates, review the schedules for Work not started or incomplete and recommend to the Owner adjustments in the schedules to conform with the probable completion dates and provide summary reports to the Owner of each schedule update and document all changes in construction schedules

(4) Incorporate activities of the Subcontractors and other parties affecting the progress of the Work, including, without limitation, activity sequences and durations, allocation of labor and materials, processing of shop drawings, data, and samples, delivery of long lead time items;

(5) Include Owner's occupancy requirements and occupancy priorities;

(6) Evaluate Subcontractor's personnel and equipment, and availability of supplies and materials, with respect to each Subcontractor's ability to meet the Schedule;

(7) Recommend action to Owner when any Subcontract requirements are not met, or appear unlikely to be met.

(c) Cost Control.

(1) Maintain cost accounting records in good form on expenditures and materials, or for any other expenditures requiring accounting records; and afford the Owner access to these records and preserve them for a period of four (4) years after final payment is made by the Owner to the Construction Manager.

(2) Prepare and administer, and provide to Owner, Subcontractors' schedule of values, Subcontractors' sworn statements and waivers of lien as required, contract and disbursement summaries, change order listings and change orders, and budget cost summary reports as required by Owner.

(3) Promptly identify all variances between estimated costs and actual costs, and report such variances to the Project Team along with recommendations for action, but in any event, no more than two (2) business days after acquiring such information.

(d) Change Orders. Develop and implement a system acceptable to the Owner for the preparation, review and processing of Change Orders, change order requests, and requests for information, in accordance with Owner's Standard Uniform General and Supplementary Conditions and Specifications.

(e) Wage Rates. Owner encourages use of minimum wage rates in accordance with Owner's Standard Uniform General and Supplementary Conditions.

(f) Special Consultants. Assist the Owner in selecting and retaining professional services not otherwise described in this Agreement for the Project, and coordinate these

services at the owner's request in order to meet the Schedule, without, however, assuming direct responsibility for the work of these consultants.

(g) Documents, Shop Drawings, and Submissions.

NOTE: OwnerInSite software: Mandatory use of the web based project management software; Owner InSite Access to this software will be given to the Contractor, Architect and Consultants by the Owners Project Manager. Documentation uploads will be required at each of the following five phases by the Contractor, 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 by the Owners project manager. 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

- (1) The Design Consultant shall be the interpreter of the design intent of the Construction Contract Documents, subject to the terms and conditions of the agreement between the Design Consultant and the Owner, provided, however, the Construction Manager shall request such interpretations from the Design Consultant, with Owner consent, from time to time in order to facilitate the Construction Manager's accomplishment of its duties under this Agreement. The Owner's consent may be provided to the Construction Manager at the beginning of Part 1 Services and does not have to be requested on an item by item basis.
- (2) In collaboration with the other members of the Project Team, the Construction Manager shall establish and implement procedures for expediting the processing and Design Consultants' approval of shop drawings and other submissions, and in accordance with Specifications, as applicable. Receive from the Subcontractors, and review, all shop

drawings and other submissions for conformance with the Contract Documents. Coordinate shop drawings and other submissions with the Contract Documents and other related documents prior to transmitting them to other members of the Project Team.

- (3) The Construction Manager shall record the progress of the Project, submit written progress reports to the other members of the Project Team, including information on the Subcontractor's Work and the percentage of completion, and keep a daily log of Project construction activities available to the other members of the Project Team in accordance with Owner's Standard Uniform General and Supplementary Conditions; the job superintendent, shall maintain a daily log of construction activities and observations, which daily logs shall be submitted to the Owner no less frequently than weekly for the immediately preceding week.
- (4) The Construction Manager shall maintain at the Project site and make available to Owner updated records of subcontracts, drawings, examples, purchases, materials, equipment, maintenance and operating manuals and instructions, and other construction related documents, including all changes and revisions, a directory of personnel, Project correspondence, inspection procedures (as prepared by others), testing laboratory procedures (as prepared by others), contract changes, time extensions, progress payment data, final acceptance procedures, instructions from Owner; and shall obtain data from Subcontractors and maintain a current set of record drawings and project manual.
- (5) Coordinate and facilitate the creation of record and as-built drawings, and the procurement of warranties and guarantees.
- (6) Provide Owner with complete, unaltered copies of all Subcontracts, and all amendments thereto.
- (7) Not Used
- (8) The Construction Manager shall coordinate efforts to include the Owner's Project Architect in the preparation, development and review of the Construction Manager's GMP Proposal which will include the qualifications, clarifications, assumptions, exclusions, value engineering and all other requirements identified within *Attachment 1 to Exhibit C (Guidelines for the Preparation of the GMP)*. Following Owner approval of the GMP Proposal, the Construction Manager shall monitor the development of the Construction Documents to confirm that, when complete, the documents reflect the appropriate detail describing all qualifications, assumptions, exclusions and value engineering issues contained in the GMP Proposal. The Construction Manager and the Project Architect shall jointly provide a monthly status report stating the progress of the incorporation of the GMP qualifications, clarifications, assumptions, exclusions, value engineering and all other provisions, identified in *Attachment 1 to Exhibit C*, into the Construction Documents.

(h) Safety. Construction Manager is solely responsible for all safety precautions and programs in connection with the Work. Construction Manager shall review the safety programs developed by each of the Subcontractors and prepare and submit to Owner a comprehensive safety program which complies with all applicable requirements of the Occupational Safety and Health Act of 1970 and all other applicable state, local or federal laws or regulations. Construction Manager shall ensure compliance by the Subcontractors with their contractual safety requirements.

(h) Bonds. The security bond, in the amount of 5% of the Construction Cost Limitation, and Payment and Performance Bonds on a form prescribed by Owner in the form attached hereto as Exhibit F, shall be supplied within ten (10) days of contract execution in accordance with Owner's Standard Uniform and Supplementary General Conditions. The surety for a security bond shall meet the same requirements as set forth for payment and performance bonds. If the construction price is not known, then the payment and performance bonds shall be based on Owner's Construction Cost Limitation, and revised when the construction price is established. When the Guaranteed Maximum Price is established, the payment and performance bonds shall be revised to reflect any changes from estimated costs, or shall be issued concurrently with the execution of the Guaranteed Maximum Price proposal if a security bond was previously issued. If construction is phased or staged with different Guaranteed Maximum Prices established at different times, then the penal sum of the bonds shall be increased based on the cumulative total value of all Guaranteed Maximum Prices in effect. The Construction Manager shall deliver to the Owner a fully executed Security Bond within 10 days after the execution of the Agreement, in the amount of 5% of the sum of the CCL. The bond form will be provided by the Owner. Refer to Article XIV Item 14.03 for the amount of the CCL, and to Exhibit F for the Security Bond form.

NOTE: No additional Bonds or Sub-Bonds shall be provided unless specified or specifically requested by the Owner, regardless of any internal CMR company policy.

ARTICLE VII

PAYMENTS TO THE CONSTRUCTION MANAGER

7.01 For Preconstruction Phase Services:

(a) In full consideration of Construction Manager's Services during the Preconstruction Phase of this Agreement, Owner will pay to Construction Manager for the following project:

1. Emergency repairs to skylights, roofing and wall systems: as determined by Owner and based upon the Construction Cost Limitation ,

2. Renovations and Repair of Interior and exterior of the existing convention center and site work: as determined by the owners and based on the Construction Cost Limitation
3. New construction and parking garage including site work related to the new construction: as determined by Owner and based upon the Construction Cost Limitation

The Preconstruction Phase Fee which is a stipulated sum of XXXXXXXXXX (XXXXXX) including reimbursable expenses payable proportionately on a monthly basis based on the actual work expended by the Construction Manager.

(b) To receive payment, Construction Manager shall send monthly invoices to Owner.

(b) Additional Services:

- (1) From time to time Owner may request that Construction Manager perform services in addition to those Services required or reasonably inferable herein (such services in addition are hereinafter called "Additional Services"). Each time that Construction Manager is requested to perform services which Construction Manager deems to be Additional Services, and prior to performing such Additional Services, Construction Manager shall complete and forward to Owner for acceptance by Owner an Additional Services Requisition in the form of Exhibit D attached hereto, which shall describe in detail the nature or scope of the Additional Services, the basis upon which Construction Manager has determined that the requested services are Additional Services, and which shall set forth the maximum amount of fees and reimbursable expenses for which Construction Manager is prepared to perform such Additional Services, together with a proposed schedule for the performances of such Additional Services. Construction Manager shall proceed only after written acceptance by Owner of the Additional Services Requisition and written approval from Owner to proceed.
- (2) If Owner concludes that all or part of the services described in the Additional Services Requisition are Services already required to be performed by Construction Manager pursuant to this Agreement or are reasonably inferable therefrom, then Owner shall notify Construction Manager of Owner's determination and Owner and Construction Manager shall attempt, in good faith, to resolve by negotiation their differences. If within seven (7) business days Owner and Construction Manager are unable to resolve their differences, then Construction Manager shall nevertheless perform the services requested by Owner as if the services were Services required to be performed pursuant to this Agreement, without prejudice, however, to Construction Manager's right to pursue a claim for compensation for such disputed services.

- (3) Upon acceptance by Owner, each Additional Services Requisition and the services performed by Construction Manager pursuant to such Additional Services Requisition shall become part of this Agreement and shall be subject to all the terms and conditions of this Agreement, as fully and completely as though the same had been included in this Agreement as a required Service at the original execution of this Agreement.
- (c) Construction Manager shall not be entitled to any increase in the Preconstruction Phase Fee because of Schedule extensions or delays, or changes in the scope of the proposed Project, unless such extensions, delays, or changes are material and significant, as determined by Owner at its reasonable discretion.

7.02 Construction Phase

- (a) Owner shall compensate Construction Manager for Construction Phase services on the basis of the sum of the Cost of the Work as defined herein plus the Construction Manager's Construction Phase Fee (such sum is referred to as the "Contract Sum") as set forth below. The Contract Sum shall not exceed the Guaranteed Maximum Price set forth in Exhibit C hereto, subject to changes authorized by the terms and conditions of the Contract Documents. Any cost which is not authorized by the terms and conditions of the Contract Documents, but which would cause the Guaranteed Maximum Price to be exceeded shall be paid by Construction Manager without reimbursement by Owner. In the event that the Contractor is required to pay or bear the burden of any new federal, state, or local tax, or of any rate increase of an existing tax (except a tax on income) with respect to its forces and/or its performance of the Work (not including the forces and Work performed by Subcontractors) as a result of any statute, court decision, written ruling, or regulation taking effect after the effective date of this Agreement, the Guaranteed Maximum Price shall be increased by the amount of the new tax or tax increase.
- (b) The Owner has afforded the Construction Manager with unrestricted access to the existing improvements and conditions on the site and has given the Construction Manager the opportunity to thoroughly investigate the existing conditions, which the Construction Manager represents it has done. The results of Construction Manager's investigation have been taken into account in establishing the Guaranteed Maximum Price of the Work. Construction Manager shall not be entitled to a claim for an adjustment in time or price under Owner's Standard Uniform General and Supplementary Conditions for conditions which Construction Manager discovered or ought to have discovered in Construction Manager's investigation. Before proceeding with the Work, the Construction Manager shall review the Drawings and Specifications and notify the Design Consultant and Owner of any errors, omissions or discrepancies in the Drawings and Specifications it discovers with respect to the existing conditions. The Construction Manager shall not proceed with the Work, if any defect, defined as

any error, omission, conflict, inconsistency or lack of clarity, is known or should be known by Construction Manager to exist in the Drawings or Specifications or other Contract Documents, and if Construction Manager nevertheless proceeds to perform the work then Construction Manager shall be responsible for all foreseeable resulting cost, including the cost of redoing or remedying the Work and time delays resulting therefrom unless and to the extent such costs result from design or concealed conditions. Upon discovering a defect in the Drawings or Specifications, the Construction Manager shall immediately submit a written request for an explanation or decision to the Design Consultant and the Owner.

- (c) If the actual Cost of the Work plus Construction Manager's Construction Phase Fee is less than the Guaranteed Maximum Price, then the entire savings shall be returned to the Owner and a final adjustment made to the contract amount. For items in the Contract Documents and on Exhibit C hereto which are noted as "Allowances", 100% of any savings shall be the Owner's. The Cost of the Work included in the Allowances shall be determined in accordance with Owner's Standard Uniform General and Supplementary Conditions except that any claim by the Contractor for an adjustment to the Guaranteed Maximum Price based on the cost for Allowance work shall be made within a reasonable time after the issuance of the Drawings and Specifications for the Allowance items. Any increase to Allowance amounts based upon estimates by the Contractor, which increases exceed such Allowance amounts, shall not result in any increase to the Contractor's Fee.
- (d) If the actual final General Conditions cost is less than the amount shown in Exhibit C – Guaranteed Maximum Price Proposal, then the entire savings shall be returned to the Owner and a final adjustment made to the contract amount. The Owner shall be entitled to one hundred percent (100%) of any unexpended contingencies or allowances or of the savings resulting from any design or construction changes reducing the scope of the Work.
- (e) In full consideration of Construction Manager's services during the Construction Phase of this Agreement, Owner shall pay Construction Manager a Construction Phase Fee of X% total per Pricing and Delivery schedule previously submitted
- (f) If the Guaranteed Maximum Price increases from the amount originally set forth in Exhibit C hereto, then Construction Manager shall be entitled to an equitable increase in the Construction Manager's Construction Phase Fee which shall be limited to a 15% mark up as defined in Article XXII of the Owner's Standard Uniform General and Supplementary Conditions.
- (g) In Owner's Standard Uniform General and Supplementary Conditions, references to adjustments in "cost" or "costs" refer to Costs of the Work as defined herein below, and references to Construction Manager's "overhead" and "profit" refer to Construction Manager's Construction Phase Fee.

- (h) The Construction Manager's Fee shall cover the Construction Manager's profit, general overhead and the following costs and expenses:

All expenses in connection with maintaining and operating Construction Manager's main office and any branch or field offices, including (except as otherwise provided hereinafter):

- (1) Salaries of Construction Manager's officers, project manager(s), estimators and schedulers not directly assigned to the project.
 - (2) Salaries of persons employed in the main or branch offices of the Construction Manager whose time is devoted to the general conduct of the Construction Manager's business, such as office managers, stenographers, plan clerks, file clerks, and draftsmen.
 - (3) Overhead or general expenses of any kind except those specifically included herein.
 - (4) Services and expenses of the estimating, personnel, accounting, budget control, audit and management information systems (other than pre-construction services) relating to accounting in Construction Manager's office and even if at the site, except as specifically identified herein.
 - (5) Interest on the Construction Manager's capital or on money borrowed by the Construction Manager, including the capital employed by the Construction Manager in the performance of the Work.
 - (6) Amounts required to be paid by Construction Manager for Federal and/or State income and franchise taxes.
 - (7) Legal, accounting, or other similar professional services provided by or to Construction Manager, in regard to disputes, arbitrations, litigations or other such proceedings with Subcontractors, with municipal authorities, with the Owner, the Design Consultants or any other person or entity relating to the Project or otherwise.
 - (8) Purchase or lease of vehicles and related maintenance costs, radios/communication equipment, jobsite computer and electronic equipment and specialized telephone systems (including cellular/digital phones).
- (i) In addition to the payment procedures described in Owner's Standard Uniform General and Supplementary Conditions, Specifications, Contractor shall submit with each application for payment all receipts, invoices with check vouchers or other evidence of payment, petty cash account information, payrolls, and any and all other evidence which Owner or Design Consultant shall deem necessary to support the amount requested. The Construction Manager's Construction Phase Fee shall be shown as a separate line item on the schedule of values. In determining the percentage of completion, Construction Manager shall use the lesser of the percentage of the Work actually completed for each classification on the schedule of values, or the percentage of the Guaranteed Maximum Price

allocable to that item which has been actually incurred and demonstrated as an expense by the Construction Manager. If the Construction Manager's Construction Phase Fee is a fixed fee then the amount requested for such fee shall be in the same proportion to the total fee as the amount requested for the Cost of the Work relative to the total Cost of the Work used in deriving the then current Guaranteed Maximum Price. Retainage as specified in Owner's Standard Uniform General and Supplementary Conditions will be applied to the entire amount requested including the Cost of the Work and the Construction Manager's Construction Phase Fee. Each schedule of values submitted shall maintain the originally established value for each work classification line item or subcontractor, and shall contain any revisions to costs or cost estimates for each such classification or subcontractor. The format and tracking method of the original schedule of values and of all updates thereto shall be subject to the approval of Owner and Design Consultant. If at any time, the amount shown on the schedule of values exceeds the Guaranteed Maximum Price allocable to that classification or subcontractor, then the amount payable to Construction Manager by Owner shall be reduced by the amount of such excess. At all times, the estimated cost of performing the uncompleted and unpaid portion of the Work (including Construction Manager's overhead and profit) shall not exceed the unpaid balance of the Guaranteed Maximum Price (less retainage on Work previously completed). Payments to Subcontractors included in an application for payment shall not exceed the percentage of Work allocable to that Subcontractor for each respective schedule of values classification which has been actually completed.

7.03 Owner shall have the right to withhold from payments due Construction Manager such sums as are necessary to protect Owner against any loss or damage which may result from negligence by Construction Manager or failure of Construction Manager to perform Construction Manager's obligations under this Agreement

7.04 Construction Manager's Request for Final Payment shall not be made until all Work is completed and all requirements of the Contract Documents have been satisfied including, without limitation: delivery to Owner of a complete release of all liens and claims arising out of the Work; written consent of surety to release of final payment; and an affidavit that, to the best of Construction Manager's information, knowledge and belief, the release includes and covers all materials and services over which Construction Manager has control and for which a lien could be filed and that all known debts and claims arising from the Project have been satisfied.

7.05 In addition to the procedures contained in Owner's Standard Uniform General and Supplementary General Conditions, Owner shall have no obligation to make final payment until a final accounting of the Cost of the Work has been submitted by Construction Manager and has been verified by Owner or Owner's representatives. The aggregate total of payments to Construction Manager shall not exceed the total of the actual Cost of the Work as verified by Owner or Owner's representative from Construction Manager's final accounting plus the applicable Construction Manager's Construction Phase Fee, as certified for payment in

accordance with the Contract, but in no event more than the Guaranteed Maximum Price. If payments made to Construction Manager exceed that which is due and owing pursuant to this Article, then Construction Manager shall promptly refund such excess to Owner.

7.06 Any provision hereof to the contrary notwithstanding, Owner shall not be obligated to make any payment (whether a progress payment or final payment) to Construction Manager hereunder if any one or more of the following conditions precedent exist:

- (a) Construction Manager is in breach or default under this Agreement;
- (b) Any part of such payment is attributable to services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to services which were performed in accordance with this Agreement;
- (c) Construction Manager has failed to make payments promptly to consultants or other third parties used in connection with the services for which Owner has made payment to Construction Manager; or
- (d) If Owner, in its good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the services in accordance with this Agreement, no additional payments will be due Construction Manager hereunder unless and until Construction Manager, at Construction Manager's sole cost, performs a sufficient portion of the remaining services so that such portion of the compensation then remaining unpaid is determined by Owner to be sufficient to so complete the then remaining services.
- (e) Nothing contained herein shall require the Owner to pay the Construction Manager an aggregate amount exceeding the Guaranteed Maximum Price or to make payment if in the Owner's belief the cost to complete the Work would exceed the Guaranteed Maximum Price less previous payments to Construction Manager.

7.07 No partial payment made hereunder shall be, or shall be construed to be, final acceptance or approval of that part of the services to which such partial payment relates, or a release of Construction Manager of any of Construction Manager's obligations hereunder or liabilities with respect to such services.

7.08 Construction Manager shall promptly pay all bills validly due and owing for labor and material performed and furnished by others in connection with the performance of the Preconstruction Phase Services and the construction of the Work.

7.09 Owner shall have the right to verify and audit the details set forth in Construction Manager's billings, certificates, accountings, cost data, and statements, either before or after payment here for, by (1) inspecting the books and records of Construction Manager during

normal business hours; (2) examining any reports with respect to this Project; (3) interviewing Construction Manager's business employees; (4) visiting the Project site; and (5) other reasonable action.

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

ARTICLE VIII **COST OF THE WORK**

8.01 The term Cost of the Work means costs which the Construction Manager must necessarily incur to properly perform the Work in strict compliance with the Contract Documents. Cost of the Work includes only the items set forth in this Article.

(a) Labor and Administrative:

- (1) Reasonable and customary wages paid to construction workers directly employed by Construction Manager who perform the construction of the Work.
- (2) Reasonable and customary wages or salaries of Construction Manager's supervisory and administrative personnel who are identified on Exhibit A but only when stationed full-time at the site with the Owner's prior consent. The salaries of Construction Manager at Risk "project manager's" salary, when directly associated with the project, shall be included in the General Conditions Costs.
- (3) Costs paid or incurred by Construction Manager for labor costs arising out of taxes, insurance, and benefits which are (i) required by law, (ii) required by collective bargaining agreements, (iii), or otherwise customary, so long as such costs are based on wages and salaries which are properly included in the Cost of the Work as defined herein.
- (4) Reasonable and customary travel expenses of Construction Manager's personnel incurred directly and solely in support of the Project and approved in advance in writing by Owner.
- (5) Costs of long-distance telephone calls, telegrams, postage, package delivery and courier service, telephone service, and reasonable and customary petty cash expenses of Construction Manager's jobsite office, incurred directly and solely in support of the Work, and all incurred at the site.

- (b) Materials, Equipment, Tools, Rentals:
- (1) Costs of materials and equipment to be incorporated (or incorporated) into the Work, including transportation charges, and a reasonable and customary allowance for waste and spoilage. Owner shall be entitled to take possession of excess materials not incorporated into the Work, or at Owner's option, Construction Manager shall sell such materials and deduct the gross proceeds from the Cost of the Work. Payment for stored materials is subject to Owner's Standard Uniform General and Supplementary General Conditions.
 - (2) Costs of materials, supplies, temporary facilities, equipment, and hand tools except for those customarily owned by construction workers, all provided at the site by Construction Manager, if such items are fully consumed in the construction of the Work, and Owner approves such purchase in advance in writing. Cost for used items shall be based on fair market value and may include costs of transportation, installation, minor maintenance costs, and removal. If the item is not fully consumed, then the cost shall be based on cost of the item minus its fair market salvage value.
 - (3) Rental charges for temporary facilities, equipment, and hand tools except for those customarily owned by construction workers, all provided at the site by Construction Manager, and may include transportation, installation, and minor maintenance costs, and removal, all so long as Owner has approved such items and the rental rates in advance in writing. If tools, machinery or construction equipment are rented from the Construction Manager, the amount of such rental, the rate of such rentals, including the freight and delivery cost thereon and all operating expenses except labor, shall be determined by application of "Contractor's Equipment Cost Guide," latest edition published by the AGC, approved by the Owner before commitments are made and shall in no event be higher than the prevailing competitive rates paid in the locality for similar equipment. In no event shall the aggregate rental cost to Owner exceed the purchase price and maintenance cost of the item. In the event equipment can be purchased for an amount comparable to the aggregate rental cost of said equipment, Construction Manager shall purchase such equipment and turn it over to Owner upon final completion of the Work, or, at Owner's option, credit to the Owner with the amount of the fair market resale value.
 - (4) Site debris removal and disposal costs in accordance with all applicable laws and regulations.
- (c) Subcontracts: Payments made to Subcontractors by Construction Manager for the construction of the Work in accordance with the Contract Documents and the requirements of the subcontracts with such Subcontractors.

- (d) Other costs:
 - (1) Governmental sales and use taxes directly attributable to the Work. Owner is a political subdivision of the State of Texas and Construction Manager shall avail itself of all exemptions which may exist for such taxes based on Owner's status.
 - (2) Permit and inspection fees, except that Owner is typically exempt from such fees.
 - (3) Premiums for insurance and bonds to the extent directly attributable to this Contract.
 - (4) Testing fees pursuant to the terms and conditions of Owner's Standard Uniform General and Supplementary Conditions.
 - (5) Intellectual property royalties and licenses for items specifically required by the Contract Documents which are, or will be, incorporated into the Work.
 - (6) Forfeited deposits, but only if such deposit has been forfeited in the absence of any fault or negligence of Construction Manager.
 - (7) Other costs approved in advance in writing by Owner at Owner's sole option and discretion.

8.0.2 Costs Not Included in the Cost of the Work

The following shall not be included in the Cost of Work to be paid by Owner:

- (a) Costs including, but not limited to, the failure to perform of any Subcontractor or the bankruptcy or insolvency of any Subcontractor.
- (b) Legal and administrative costs to review and negotiate these Contract Documents.
- (c) Travel and subsistence expense of Construction Manager, its officers or employees incurred while traveling between the Project and Construction Manager's principal or branch offices, and travel in the metropolitan area of the Project.
- (d) Fines, penalties, sanctions or impositions assessed or imposed by any governmental body, instrumentality or tribunal arising from the fault of Construction Manager.
- (e) Costs incurred by Construction Manager resulting from the failure of Construction Manager or its Subcontractors to coordinate their work with that of Owner and its contractors, if any, after agreeing to the schedules therefore, or failure of Construction Manager to comply with directives of Owner not in conflict with said schedules.

- (f) Costs resulting from the failure of Construction Manager or any Subcontractor to procure and maintain insurance as and to the extent required by the Contract Documents.
- (g) Any and all personnel costs, including, without limitation, wages, salaries, and benefits, except for personnel based at the site office and only as specifically provided herein.
- (h) Any and all overhead expense, or office expense at any location, except site office expense to the extent specifically included herein.
- (i) Costs related to Construction Manager's indemnification obligations.
- (j) The cost of capital, including, without limitation, interest on capital, regardless of whether it is related to the Project.
- (k) Any cost arising out of the fault or negligence of Construction Manager, its Subcontractors, or any person or entity for whom they may be liable, including, without limitation, costs related to defective, rejected, or nonconforming work, materials or equipment, and damage to persons or property.
- (l) Liquidated or actual damages imposed by Owner for failure of Construction Manager to complete the Work within the Contract Time.
- (m) Any and all costs not specifically authorized herein, including, without limitation, any cost which would cause the Guaranteed Maximum Price to be exceeded.
- (n) The costs of any Performance or Payment bonds required by the CMR of their Sub-Contractors or Suppliers.

8.0.3 Discounts, Rebates and Refunds

The Cost of the Work to be paid by Owner shall be credited with the following items:

- (a) Proceeds of the sale of all tools, surplus materials, construction equipment, and temporary structures which have been charged to the Work other than by way of rental, and remaining after completion, whether such sale is made to the Owner, the Construction Manager, or to some other party; and any such sale, if made to others than the Owner, shall be at fair market price. Upon completion of the Work or when no longer required, all tools, construction equipment and materials purchased for the Work shall be sold and the Construction Manager shall use its best efforts to obtain the highest price in respect of such sales.
- (b) If Owner makes funds available to Construction Manager, discounts earned by the Construction Manager through advance or prompt payments. The Construction

Manager shall obtain all possible trade and time discounts on bills for material furnished, and shall pay said bills within the highest discount periods. The Construction Manager shall purchase materials for this Project in such quantities as will provide the most advantageous prices to the Owner.

- (c) Reasonable market value as approved by the Owner at the time of removal of all materials, tools, and equipment actually purchased for the work and upon completion of the work retained by the Construction Manager.
- (d) Rebates, discounts, or commissions allowed to and collected by the Construction Manager from suppliers of materials or from subcontractors, together with all other refunds, returns, or credits received for return of materials, or on bond premiums, or insurance and sales taxes.
- (e) Construction Manager shall reimburse Owner for deposits made by Owner and not returned to Owner due to the fault of the Construction Manager. Should Construction Manager not promptly so reimburse Owner upon demand, Owner shall be entitled to recover said amount from Construction Manager, including, but not limited to, by deducting the amount from payments due the Construction Manager.

ARTICLE IX

OWNER'S RESPONSIBILITIES

9.01 The Owner shall be fully acquainted with the Project and shall facilitate and coordinate the Owner's Project issues with the Construction Manager. Upon request, the Owner will furnish in writing the authorization of each representative of the Owner to represent it in connection with the Project. The Authority of the Project Manager and the Architect to represent and bind the Owner are set out in Exhibit I.

9.02 The Owner shall cooperate in providing information to the other members of the Project Team regarding its requirements for the Project.

9.03 Owner shall furnish for the site of the Project any necessary surveys describing the physical characteristics, soil reports and subsurface investigations, known legal limitations, utility locations, and the legal description; to the extent such items may be required by agreements between Owner and Design Consultant or other consultants. Owner shall inform all special consultants retained by the Owner that they shall coordinate their services through the Construction Manager. Owner shall provide special testing and inspection services to the extent required by *Texas Government Code*, as amended.

9.04 If the Owner has actual knowledge of any fault or defect in the Project or non-conformance with the Drawings and Project Manual, Owner shall give prompt written notice thereof to the Construction Manager.

ARTICLE X
INDEMNITY

10.01 TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE CONSTRUCTION MANAGER AND ITS AGENTS, PARTNERS, EMPLOYEES, AND CONSULTANTS (COLLECTIVELY "INDEMNITORS") SHALL AND DO AGREE TO INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY OWNER, AND HOLD HARMLESS THE OWNER AND ITS OFFICERS, TRUSTEES, EMPLOYEES AND AGENTS (COLLECTIVELY "INDEMNITEES") FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS AND EXPENSES, INCLUDING ATTORNEY FEES, OF ANY NATURE, KIND, OR DESCRIPTION (COLLECTIVELY "LIABILITIES") OF ANY PERSON OR ENTITY WHOMSOEVER ARISING OUT OF, CAUSED BY, OR RESULTING FROM THE PERFORMANCE OF THE SERVICES OR ANY PART THEREOF WHICH ARE CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION OF THE CONSTRUCTION MANAGER, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY IT OR ANYONE FOR WHOSE ACTS IT MAY BE LIABLE EVEN IF IT IS CAUSED IN PART BY THE NEGLIGENCE OR OMISSION OF ANY INDEMNITEE, SO LONG AS IT IS NOT CAUSED BY THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE. IN THE EVENT MORE THAN ONE OF THE INDEMNITORS ARE CONNECTED WITH AN ACCIDENT OR OCCURRENCE COVERED BY THIS INDEMNIFICATION, THEN EACH OF SUCH INDEMNITORS SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE TO THE INDEMNITEES FOR INDEMNIFICATION AND THE ULTIMATE RESPONSIBILITY AMONG SUCH INDEMNITORS FOR THE LOSS AND EXPENSE OF ANY SUCH INDEMNIFICATION SHALL BE SETTLED BY SEPARATE PROCEEDINGS AND WITHOUT JEOPARDY TO ANY INDEMNITEE. THE PROVISIONS OF THIS ARTICLE SHALL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT WHICH OWNER OR ANY OF THE INDEMNITEES HAS BY LAW.

10.02 CONSTRUCTION MANAGER SHALL PROTECT AND INDEMNIFY THE OWNER FROM AND AGAINST ALL CLAIMS, DAMAGES, JUDGMENTS AND LOSS ARISING FROM INFRINGEMENT OR ALLEGED INFRINGEMENT OF ANY UNITED STATES PATENT, OR COPYRIGHT, ARISING BY OR OUT OF ANY OF THE WORK PERFORMED HEREUNDER OR THE USE BY CONSTRUCTION MANAGER, OR BY OWNER AT THE DIRECTION OF CONSTRUCTION MANAGER, OF ANY ARTICLE OR MATERIAL, PROVIDED THAT UPON BECOMING AWARE OF A SUIT OR THREAT OF SUIT FOR PATENT OR COPYRIGHT INFRINGEMENT, OWNER SHALL PROMPTLY NOTIFY CONSTRUCTION MANAGER AND CONSTRUCTION MANAGER SHALL BE GIVEN FULL OPPORTUNITY TO NEGOTIATE A SETTLEMENT. CONSTRUCTION MANAGER DOES NOT WARRANT AGAINST INFRINGEMENT BY REASON OF OWNER'S OR DESIGN CONSULTANT'S DESIGN OF ARTICLES OR THE USE THEREOF IN COMBINATION WITH OTHER MATERIALS OR IN THE OPERATION OF ANY PROCESS. IN THE EVENT OF LITIGATION, OWNER AGREES TO COOPERATE REASONABLY WITH CONSTRUCTION MANAGER AND PARTIES SHALL BE ENTITLED, IN CONNECTION

WITH ANY SUCH LITIGATION, TO BE REPRESENTED BY COUNSEL AT THEIR OWN EXPENSE.

10.03 The indemnities contained herein shall survive the termination of this Agreement for any reason whatsoever.

ARTICLE XI

CONSTRUCTION MANAGER'S INSURANCE

11.01 The Construction Manager shall not commence work under the Agreement until it has obtained all required insurance and until such insurance has been reviewed and approved in writing by the Owner. Approval of the insurance by the Owner shall not relieve nor decrease the liability of the Construction Manager hereunder. Prior to commencing any of the Preconstruction Services, Construction Manager shall provide evidence as required by this Article that coverages for Employer's Liability, Workers' Compensation, Comprehensive General Liability, Comprehensive Automobile Liability and Owner's and Contractor's Protective as set forth in Owner's Standard Uniform General and Supplementary Conditions are in full force and effect. Prior to commencing any construction work, Builder's Risk as set forth in Owner's Standard Uniform General and Supplementary Conditions and paid for by Construction Manager shall be in full force and effect and shall be increased as necessary for each separate bid package, phase, or Stage of construction prior to the commencement of construction for that package, phase, or Stage.

11.02 The Construction Manager shall not cause or allow any of its insurance to be canceled nor permit any insurance to lapse during the term of the Agreement or as required in the Agreement. If the Construction Manager fails to obtain, maintain or renew any insurance required by the Agreement, the Owner may obtain insurance coverage directly and recover the cost of that insurance from the Construction Manager.

11.03 The Owner reserves the right to review the insurance requirements set forth in this Article during the effective period of the Agreement and to make reasonable adjustments to the insurance coverages and their limits when deemed necessary and prudent by the Owner based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Construction Manager.

11.04 The Owner shall be entitled, upon request, and without expense, to receive copies of the policies and all endorsements thereto and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon either of the Parties or the underwriter of any of such policies. Actual losses not covered by insurance as required by this Article shall be paid by the Construction Manager.

11.05 The cost of premiums for any additional insurance coverage desired by the Construction Manager in excess of that required by this Agreement, the Uniform General and Supplementary

Conditions, or the Contract Documents shall be borne solely by the Construction Manager out of its fees and not included in the GMP Proposal as a Direct Construction Cost.

ARTICLE XII **TERMINATION**

12.01 In addition to the termination procedures set forth in Owner's Uniform Standard General, Owner may terminate the Contract at the following times:

- (a) At the conclusion of the Schematic Design Phase.
- (b) At the conclusion of the Design Development Phase.
- (c) At the conclusion of the Construction Documents Phase.
- (d) If any Guaranteed Maximum Price proposal from Construction Manager is not accepted by Owner.
- (e) During the Preconstruction Services phase, if Construction Manager is in default or breach under this Agreement and does not cure such default or breach within fourteen (14) days after written notice from Owner specifying the nature of the default.
- (f) Prior to the commencement of construction, Owner may terminate for convenience upon fourteen (14) days' written notice to Construction Manager.

If the Contract is terminated under subparagraphs 12.01(a), (b), (c), (d) or (f), then Construction Manager shall be compensated for the Preconstruction Phase Services which it has completed in accordance with this Agreement prior to the date of termination as provided hereunder. No termination expenses will be paid to Construction Manager. The date of the conclusion of the Schematic Design Phase, Design Development Phase, and Construction Documents Phase is determined by the date of Owner's acceptance of the respective submittals from the Design Consultant.

12.02 A termination under this Contract above shall not relieve Construction Manager or any of its employees of liability for violations of this Agreement, any act or omission, or negligence of Construction Manager.

12.03 As of the date of termination of this Contract, Construction Manager shall furnish to Owner all statements, accounts, reports and other materials as are required hereunder or as have been prepared by Construction Manager in connection with Construction Manager's responsibilities hereunder. Owner shall have the right to use the ideas and designs therein contained for the completion of the services described by this Agreement, and for completion of the Project, or otherwise. All drawings, plans, specifications, renderings and models, etc., prepared by the Design Consultant are the property of Owner or Design Consultant, as set forth

in the terms and conditions of the agreement between Owner and the Design Consultant. They are not to be used by any person or entity other than Owner on other projects unless expressly authorized by Owner.

ARTICLE XIII
MISCELLANEOUS PROVISIONS

13.01 Exhibits. All exhibits hereto are hereby incorporated herein by reference for all purposes.

13.02 Assignment. This Agreement is a personal service contract for the services of Construction Manager, and Construction Manager's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party.

13.03 Certifications.

- (a) Sales Tax Certification. "Under Section 2155.004, Government Code, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate."

13.04 Entire Agreement; Modifications; Conflicts. This Agreement supersedes all prior agreements, written or oral, between Construction Manager and Owner and shall constitute the entire Agreement and understanding between the parties with respect to the subject matter hereof. This Agreement and each of its provisions shall be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by Owner and Construction Manager. If there is a conflict between this Agreement and Owner's Standard Uniform General and Supplementary General Conditions, then the provision which provides the greatest benefit to Owner shall govern.

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

13.06 Governing Law. This Agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas.

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

13.08 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted assigns and successors.

13.09 Appointment. Owner hereby expressly reserves the right from time to time to designate by notice to Construction Manager one or more representatives to act partially or wholly for Owner in connection with the performance of Owner's obligations hereunder. Construction Manager shall act only upon instructions from such representatives unless otherwise specifically notified to the contrary.

13.10 Records. Records of Construction Manager's costs, reimbursable expenses pertaining to the Project and payments shall be available to Owner or its authorized representative during business hours and shall be retained for four years after final Payment or abandonment of the Project, unless Owner otherwise instructs Construction Manager in writing.

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

If to Owner:

Gerry Rodriguez, AIA
Director of Facilities Planning and Construction
South Texas College
3200 W Pecan Blvd Bldg N-179
McAllen, Texas 78501
Phone: (956) 872-3737
Fax: (956) 872-3747
E-mail: gerry@southtexascollege.edu

With Copies to:

Diana Bravo Gonzalez, AIA
Senior Project Manager
Broaddus & Associates
1100 E Jasmine Ave Ste 102
McAllen, Texas 78501
Phone: (956) 688-2307
Fax: (956) 688-2315
E-mail: dgonzalez@broaddusassociates.com

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

13.12 Severability. In case any provision hereof shall, for any reason, be held invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision

hereof, and this Agreement shall be construed as if such invalid or unenforceable provision had not been included herein.

13.13 Enforcement. It is acknowledged and agreed that Construction Manager's services to Owner are unique, which gives Construction Manager a peculiar value to Owner and for the loss of which Owner cannot be reasonably or adequately compensated in damages; accordingly, Construction Manager acknowledges and agrees that a breach by Construction Manager of the provisions hereof will cause Owner irreparable injury and damage. Construction Manager, therefore, expressly agrees that Owner shall be entitled to injunctive and/or other equitable relief in any court of competent jurisdiction to prevent or otherwise restrain a breach of this Agreement, but only if Owner is not in breach of this Agreement.

13.14 Independent Contractor. Construction Manager recognizes that it is engaged as an independent contractor and acknowledges that Owner will have no responsibility to provide transportation, insurance or other fringe benefits normally associated with employee status. Construction Manager, in accordance with its status as an independent contractor, covenants and agrees that it shall conduct itself consistent with such status, that it will neither hold itself out as nor claim to be an officer, partner, employee or agent of Owner by reason hereof, and that it will not by reason hereof make any claim, demand or application to or for any right or privilege applicable to an officer, partner, employee or agent of Owner, including, but not limited to, unemployment insurance benefits, social security coverage or retirement benefits. Construction Manager hereby agrees to make its own arrangements for any of such benefits as it may desire and agrees that it is responsible for all income taxes required by applicable law.

13.15 The following exhibits are hereby incorporated by reference for all purposes as if fully set forth herein:

Exhibit	A	Staff/Personnel
Exhibit	B	Scope and Owners Construction Cost Limitation and attachments
Exhibit	C	GMP Proposal Attachment 1 to Exhibit C Guidelines for the Preparation of the GMP
Exhibit	D	Additional Services Requisition
Exhibit	E	Constructability Program Guidelines and Implementation Guidelines
Exhibit	F	Security Bond form
Exhibit	G	Additional Contract Documents/Specification Sections 1. Uniform General Conditions and 2. Supplementary General Conditions Special Conditions

Exhibit	H	Approved General Conditions Line Items
Exhibit	I	Authority of Project Manager and Architect to Represent and Bind the Owner

ARTICLE XIV
OTHER CONDITIONS OR SERVICES

14.01 Certification of No Asbestos Containing Materials or Work

- (a) The Contractor shall provide a certification statement, included with each materials submittal, stating that no asbestos containing materials or work is included within the scope of the proposed submittal.
- (b) The Contractor shall provide at Substantial Completion, a notarized certification to the Owner and the Architect that no asbestos containing materials or work was provided, installed, furnished or added to the project.
- (c) The Contractor shall take whatever measures he deems necessary to insure that all employees, suppliers, fabricators, materialmen, subcontractors, or their assigns, comply with this requirement.
- (d) The Contractor shall insure compliance with the following act – Asbestos Hazard Emergency Response Act (AHERA – 40 CFR 763-99 (7)) from all of his subcontractors and assigns as listed in item C above. All materials used on this project shall be certified as non-Asbestos Containing Building Materials (ACBM).
 - 1. Every subcontractor shall provide a notarized statement that no ACBM has been used, provided, or left on this project.
 - 2. The Contractor shall provide to the extent deemed necessary for compliance by the State, data sheets and/or labels as proof of compliance.
 - 3. The Contractor shall provide a notarized certification that no ACBM’s were used.

14.02 All the requirements contained within Request for Proposals issued in connection with this Project shall become a part of this.

14.03 The Construction Cost Limitation (CCL) for the Project shall be:
Per Exhibit B

The CCL shall include the Cost of Work, Construction Contingency Allowance, Design Contingency Allowance and Contractors Fee and shall not include the PreConstruction Phase Fee.

IN WITNESS WHEREOF, intending to be bound, the Parties have entered into this Agreement as of the Effective Date.

ATTEST:
(Seal)

Contractor Contractors, Inc

By: _____
(Original signature)

By: _____
(Original signature)

(Name typed)
Corporate Secretary

XXXXXX
President

SOUTH TEXAS COLLEGE

Name:
Title:

By: _____

EXHIBIT A
PERSONNEL, STAFF, SUBCONSULTANTS AND DUTIES
HOURLY RATES (if applicable under 7.01(a))

(To be completed by Construction Manager and returned with executed Agreement)

EXHIBIT B

Group	Construction Project Description	Square Feet	Budget
	<i>Pecan Campus</i>		
A	North Academic Building	61,267	\$10,500,000
	STEM Building	48,879	\$8,500,000
	Student Activities Building and Cafeteria	33,042	\$5,700,000
	South Academic Building	40,000	\$6,800,000
	Thermal Plant	N/A	\$4,300,000
	Parking and Site Improvements	N/A	\$2,000,000
	Subtotal Group A	183,188	\$37,800,000
	<i>Nursing & Allied Health Campus</i>		
B	Campus Expansion - Four Story Building	87,222	\$16,600,000
	Parking and Site Improvements	N/A	\$1,100,000
	Subtotal Group B	87,222	\$17,700,000
	<i>Technology Campus</i>		
C	Southwest Building Expansion	72,000	\$12,000,000
	Parking and Site Improvements	N/A	\$650,000
	Subtotal Group C	72,000	\$12,650,000
	<i>Mid Valley Campus</i>		
D	Health Professions and Science Building	76,069	\$13,500,000
	Workforce Training Center Expansion	10,000	\$1,750,000
	Library Expansion	10,369	\$1,750,000
	Student Services Building Expansion	14,269	\$2,500,000
	Thermal Plant	N/A	\$3,800,000
	Parking and Site Improvements	N/A	\$2,000,000
	Subtotal Group D	110,707	\$25,300,000
	<i>Starr County Campus</i>		
E	Health Professions and Science Building	48,690	\$8,500,000
	Workforce Training Center Expansion	9,302	\$1,600,000
	New Library	16,516	\$2,800,000
	Student Services Building Expansion	5,000	\$850,000
	Student Activities Building Expansion	4,923	\$850,000
	Thermal Plant	N/A	\$3,800,000
	Parking and Site Improvements	N/A	\$1,000,000
	Subtotal	84,431	\$19,400,000
	TOTAL	537,548	\$ 112,850,000

Note: Exhibit "A" shall be submitted as part of RFP response.

EXHIBIT C
GUARANTEED MAXIMUM PRICE PROPOSAL

We hereby submit to the South Texas College District D(“STC”) pursuant to the provisions of Article V of the Construction Management At-Risk Agreement by and between STC and [specify component]_____ and [specify Construction Manager] dated _____, _____ (the “Agreement”), a Guaranteed Maximum Price for the _____ Project, _____project number, (as defined in the Agreement) based on the Contract Documents (as defined by the Agreement) developed for the Project, as follows:

1. A not-to exceed amount for the reimbursable Cost of the Work provided by the Agreement:

Provide detailed breakdown by project element, phase, stage, schedule of values, separate subcontract, or as otherwise specified by Owner for this Project.

\$ _____

2. A not-to-exceed amount for General Conditions items provided by Construction Manager pursuant to the Agreement (provide detailed breakdown by project element, phase, stage, schedule of values, separate subcontract, or as otherwise specified by Owner for this Project)

\$ _____

3. A total, not-to-exceed amount for contingencies for design completion, assumptions and clarifications, bidding, and price escalation:

(provide detailed breakdown as required by Agreement or as specified by Owner)

\$ _____

4. Total of Construction Manager's Construction Phase Fees pursuant to the Agreement \$ _____

5. A construction contingency allowance the Owner will provide. This is a lump sum amount from which changes are to be paid in accordance with the Uniform General Conditions and the Supplementary General Conditions. Any unused amount will be deducted from the Guaranteed Maximum Price by Change Order. \$ _____

6. TOTAL OF 1 THROUGH 5 \$ _____

This figure shall be the Guaranteed Maximum Price (GMP) which we hereby guarantee to the Owner. Attached is a breakdown showing the dollar amount allocated to each bidding package; all of which totals the GMP amount.

Corporations/LLC's: Attest:

Contractor Inc

By: _____
Name: _____ (print or type)
Title: _____
Date of Signature

Corporate Secretary

or:
Other business forms: Witness:

Accepted and Agreed

Seal:

South Texas College District

By: _____
(original signature)

Name:
Title:
Date: _____

ATTACHMENT 1 TO EXHIBIT C

GUIDELINES FOR THE PREPARATION OF GUARANTEED MAXIMUM PRICE PROPOSAL TO BE ATTACHED TO EXHIBIT C, GUARANTEED MAXIMUM PRICE PROPOSAL OF THE CM – RISK AGREEMENT.

The Guaranteed Maximum Price proposal is developed at the phase specified in the Construction Manager-at-Risk Agreement.

The GMP proposal should be bound and entitled, “Guaranteed Maximum Price Proposals for (*name of project, project number*)” and must include a date on the cover. Proposal pages must be numbered. Bound inside the proposal, in the order indicated, should be:

- transmittal letter, including confirmation of project team
- table of contents

Tab 1 GMP Summary – (brief general summary of scope of work, alternates, etc.)

Tab 2 List of documents (project manual(s), drawings by sheet number & date)

Tab 3 Description of Work

- Specification listing – provide a detailed listing of specifications by division and section, which describes exclusions, substitutions, modifications, etc. If no changes are proposed for a particular section, insert “as per specifications”
- Qualifications and Assumptions – a summary of all qualifications and assumptions included in the specification listing
- Exclusions – a summary of all exclusions included in the specification listing, plus any exclusion not related to the specifications
- Value Engineering recommendations – if applicable
- Allowance Schedule – if applicable
- Contingency Breakdown
- Add/Deduct Alternate Schedule – if applicable (a description of alternates with accompanying breakdown of GMP cost)

Tab 4 Guaranteed Maximum Price Proposal Cost Breakdown:

- Exhibit C - Guaranteed Maximum Price Proposal (form as attached to the Agreement).
- The Construction Manager shall provide a detailed initial Total Project Construction

Cost estimate using standard estimating industry practices, utilizing the Construction Specifications Institute (CSI) Master-Format, with additional cost breakdown as required by the Project Manager.

- The Construction Manager shall provide an initial GMP proposal line item cost breakdown for all anticipated bid package strategies {BPS} included in Exhibit C, Item No. 1, Cost of Work, including all self-perform work not associated with General Conditions. The breakdown shall be shown on the Standard Schedule of Values Format – Part I (shown below).
- The Construction Manager shall provide a cost breakdown, including unit prices, for all items included in Exhibit C, Item No.2, and General Conditions, as defined by Exhibit I, contained within the Agreement.

Standard Schedule of Values Format – Part I			
A	B	C	D
CSI Section	Work Breakdown Structure	CSI Description of Work / Subcontractor Name / Specification Section	Initial GMP Proposal Line Item Value
General Conditions (Breakdown per Exhibit I)			\$ -
Cost of Work			
		Division 1 - Not included in Exhibit I	\$ -
		Division 2 - Sitework	\$ -
		Division 3 - Concrete	\$ -
		Division 4 - Masonry	\$ -
		Division 5 - Metals	\$ -
		Division 6 - Woods & Plastics	\$ -
		Division 7 - Thermal & Moisture Protection	\$ -
		Division 8 - Doors & Windows	\$ -
		Division 9 - Finishes	\$ -
		Division 10 - Specialties	\$ -
		Division 11 - Equipment	\$ -
		Division 12 - Furnishings	\$ -
		Division 13 - Special Construction	\$ -
		Division 14 - Conveying Systems	\$ -
		Division 15 - Mechanical	\$ -
		Division 16 - Electrical	\$ -
CM / D-B Design Contingency			\$ -
CM / D-B Construction Phase Fee			\$ -
Owner's Construction Contingency			\$ -
Owner's Cash Allowance (If Applicable)			\$ -
Part II Services (GMP) Total			\$ -

Tab 5 Master Project Schedule

- This schedule shall be a computer generated CPM Schedule developed in *Primavera Project Planner* or *SureTrak Project Manager* software. It shall be presented in bar chart form and contain detailed activities for all events and milestones included in Part I Construction Phase Services, including permitting and the development of trade packages.
- Additionally, the schedule shall include detailed, logic driven activities for all Part II, Construction Phase activities scheduled to commence during the first 90 days following acceptance of the GMP.
- The remainder of the construction activities, those commencing after the first 90 days, shall be included in this schedule but may be summarized by trade and may have longer durations than the “detailed” activities mentioned above.
- All paths in the schedule must lead to a milestone activity for Substantial Completion. This milestone shall be logic driven and shall indicate completion within approximately 90% of the contract construction period. (Total Float shall be no less than 10% of the project duration.)
- This Summary Level Schedule shall comply with the requirements of Specification ___00153, including subparagraphs and shall form the basis for the “Detail” schedule, submittal of which is required within 21 days following Notice to Proceed with Part II Services.
- The Summary Level Schedule shall be provided in hard copy form in the notebook and also in a USB format attached in the notebook.

EXHIBIT D
ADDITIONAL SERVICES REQUISITION

Requisition Number _____

Project Number: _____

Project Name: _____

Date: _____

To: PM _____

City Manager _____

Central File (original)

(Contractor)

Gentlemen:

Please refer to the Agreement dated _____, 20 between _____ (“Owner”) and the undersigned (“Construction Manager”) as amended to the date hereof (such agreement as so modified and amended being hereafter called the “Agreement”) pursuant to which Construction Manager is to perform certain services. The terms which are defined in the Agreement shall have the same meanings when used in this letter.

1. Owner has requested the performance of the services described below which Construction Manager deems to be Additional Services.

(Description of Services.)

2. Construction Manager agrees to perform the Additional Services described above subject to and in accordance with the terms and provisions of the Agreement for a fee which will be determined in accordance with the Agreement but which will not exceed _____ Dollars (\$ _____) and for reimbursement of expenses in accordance with the Agreement incurred solely in connection with the performance of such Additional Services, but which reimbursement for expenses will not exceed _____ Dollars (\$ _____).

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

If the foregoing is acceptable to you, please so execute by signing the enclosed copy of this letter at the space provided for this purpose and by inserting the date upon which Construction Manager is authorized to commence performance of the Additional Services described in Paragraph 1 above.

Sincerely yours,

CONSTRUCTION MANAGER

By: _____

Name: _____

Title: _____

Accepted this _____ day of _____, 20 __.
Construction Manager is authorized to commence performance of the Additional Services on
_____, 20 _

OWNER

By: _____

Name: _____

Title: _____

PART I: PRECONSTRUCTION PHASE SERVICES

ORIGINAL CONTRACT AMOUNT (\$_____)

PREVIOUS ADDITIONS (\$_____)

PREVIOUS DEDUCTIONS (\$_____)

NET BALANCE CONTRACT AMOUNT (\$_____)

THIS (Addition) (Deduction): (\$_____)

ADJUSTED CONTRACT AMOUNT (\$_____)

Xc: Contractor
Project Manager
Facilities Director STC
Central File

EXHIBIT E

CONSTRUCTABILITY IMPLEMENTATION PROGRAM

0.0 PROGRAM OBJECTIVES

- Implement a rigorous constructability program.
- Identify and document project cost and schedule savings (targeted costs are 5% of construction costs).

1.0 PROGRAM IMPLEMENTATION

1.1 Project Team Meeting with Constructability Advisor (Initial meeting)

1.1.1 Constructability Implementation

- Identify preliminary constructability priorities and special challenges or concerns.

1.2 Schematic Design Phase

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

1.2.1 Constructability Advisor

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

1.2.2 Project Team and Constructability Advisor

- Review constructability recommendations, documentation and construction cost estimates for acceptance.

1.3 Design Development Phase

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

1.3.1 Constructability Advisor

- Provide Cost Quantity Surveys to coincide with the Project Architect's submissions. The Project Architect and Construction Manager at Risk (CM-R) shall consult and resolve any differences in their respective Cost Quantity Surveys.

1.3.2 Project Team and CM-R

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

1.4 Construction Documents Phase

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

1.4.1 Constructability Advisor

- Attend project team meetings, review documents, and develop constructability recommendations and documentation.
- Provide Cost Quantity Surveys to coincide with the Project Architect's submissions. The Project Architect and Constructability Consultant shall consult and resolve any differences in their respective Cost Quantity Surveys.

1.4.2 Project Team and Constructability Advisor

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

EXHIBIT F
(IF REQUIRED)
SECURITY BOND

Surety Bond No. _____

STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF _____ §

That we, _____, as Principal, and _____, as Surety, are hereby held and firmly bound unto South Texas College as Obligee in the penal sum of Five Percent (5%) of _____ (\$ _____), the Construction Cost Limitation (CCL) for the Project defined herein below, for payment whereof the said Principal and Surety bind themselves, their heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

Whereas the Principal has executed a contract, with Obligee for the use and benefit of _____, dated _____, _____ (the "Contract"), for _____, Project No. _____, (the "Project").

NOW THEREFORE, the condition of this obligation is such that, if the aforesaid Principal shall execute a Guaranteed Maximum Price Proposal acceptable to all parties, the said Principal will, within the time required by the Contract, give Performance and Payment Bonds, as required by the Contract, to secure the performance of the terms and conditions of the Contract, then this obligation to be void; otherwise the Principal and surety will pay unto the Obligee the difference in money between the amount of the Guaranteed Maximum Price Proposal of the said Principal and the amount for which the Obligee legally contracts with another party to perform the work if the latter amount be in excess of the former, but in no event shall liability hereunder exceed the penal sum hereof.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this _____ day of _____ in the year _____, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

(SEAL)

Principal

ATTEST:

By: _____

By: _____

(Typed Name and Title)

(Typed Name and Title)

(SEAL)

Surety

ATTEST:

By: _____

By: _____

(Typed Name and Title)

(Typed Name and Title)

EXHIBIT G

ADDITIONAL CONTRACT DOCUMENTS

1. Uniform General Conditions (Attached)

EXHIBIT H

APPROVED GENERAL CONDITIONS LINE ITEMS

Project Management

Superintendent	Safety Manager
CPM Scheduler	Project Manager
Project Executive	Field/Office Engineer
Field Office Support Staff	Project Engineer/Expeditor
Assistant Superintendent(s)	

- * Project Manager/Superintendent bonuses/incentives/rewards shall NOT be included in the General Conditions GMP proposal, but may be included in the Construction Phase Fee.

Bonds and Insurance

Builder's Risk Insurance	General Liability Insurance
Payment & Performance Bonds	Other General Project Insurance

Temporary Utilities

Dumpsters	Temporary Toilets
Monthly Water Costs	Monthly Electrical Costs
Temporary Fire Protection	Street Rental & Barricades
Fencing & Covered Walkways	Monthly Telephone Installation Costs
Temporary Water Distribution & Meters	Temporary Telephone System Installation
Temporary Electrical Distribution & Meters	
Site Erosion Control (BMPs) & Project Entrance(s)	

Field Offices & Construction Supplies

Partnering Costs	First Aid Supplies
Job Photos/Videos	Reference Manuals
Reproduction Services	Monthly Office Supplies
Project Specific Signage	Postage/Special Shipping
Remote Parking Expenses	Project/As-Built Drawings
Security System/Watchman	Move-In/Out & Office Setup
Mobilization & Demobilization	Drinking Water & Accessories
Safety Material and Equipment	Employee Identification System
Small Tools and Storage Trailers	Office Clean-Up/Janitorial Services
Monthly Office Trailer Rental Costs	
Project Cleaning at Substantial Completion & Final Acceptance	

- * All items listed above, are subject to requests for additional information or breakdown.

Items NOT TO BE INCLUDED in the General Conditions GMP line item, but shall be included in the CM/DB Contractor's Construction Phase Fee if required for contract.

Purchase/Lease of Vehicles and Maintenance Costs
Purchase/Rental of Radios/Communication Equipment
Purchase/Rental of Jobsite Computer & Electronic Equipment
Purchase/Rental of Specialized Telephone Systems (including cellular/digital phones)

EXHIBIT I

Authority of Project Manager and Architect to Represent and Bind the Owner

The authority and power of the Project Manager to represent and bind the Owner come from the contract between the Project Manager and the Owner. The following is a list of powers, duties, and responsibilities of the Project Manager, the list is intended for illustration purposes only and not as an exclusive list.

The Project Manager is to mobilize office staff, implement communication systems, secure offices and other expenses.

During all Phases of Program Execution Plan the Project Manager shall:

1. Serve as a single point of contact for the Owner.
2. Coordinate overall schedule with key milestones, referred to as Master Project Schedule (MPS).
3. Provide cost and schedule control systems.
4. Lead partnering and team building activities to build the project team.
5. Brief the governing board and executive sponsors at regular intervals and as required.
6. Conduct meeting of the key project participants on regular intervals and as required.
7. Provide customer interfacing to resolve issues, provide guidance and insight, and to address concerns, if applicable.
8. Execute and oversee quality assurance program in order to protect interest of Owner.
9. Assist with review of potential design team(s) and negotiate with the selected firms and assist in A-E contract preparation and review
10. Conduct meetings with staff to identify detailed programming needs such as communication systems, special equipment and furniture needs and provide data to architects.
11. Develop and design facilities standards and design guidelines.
12. Establish an index of terms for master filing of all projects and assist in centralized filing system for program.

During the Schematic Design Phase the Project Manager shall:

1. Conduct partnering and kickoff meeting with Owner and Architect and/or Engineer firms
2. Communicate all pre-project planning information to Architects and/or Engineers
3. Conduct weekly or bi-weekly design meetings between Owner and Architect.
4. Conduct review of schedule. Conduct schedule optimization session(s) and Project Definition Rating Index evaluations.
5. Submit to the Owner a Statement of Probable Construction Cost based on current area, volume of other unit costs.
6. Conduct reviews of cost estimate & take action to keep cost under control. Provide an ongoing Constructability Program, complete with documented cost savings and value-added impacts.
7. Coordinate, review, evaluate and recommend approval of all schematic design documents submitted by architects and consultant engineers for compliance with Owner's design guidelines, space program needs and performance specifications per campus.

During the Design Development Phase the Project Manager shall:

1. Continue weekly or bi-weekly meetings between Owner & Architect to review and evaluate design documents for compliance with guidelines.
2. Develop a schedule for Design Development stage. Conduct Schedule Optimization

- session and Project Definition Rating index evaluations.
3. Advise Owner of any adjustments to preliminary Statement of Probable Construction Cost.
 4. Conduct more detailed cost estimates, including independent estimate at end of Design Development and provide Owner with a detailed report.
 5. Coordinate, review, evaluate and recommend approval of all design development documents submitted by architects and consultant engineers for compliance with STC's design guidelines, detailed program needs and performance specifications per campus

During the Construction Documents Phase the Project Manager shall:

1. Continue bi-weekly design review meetings either on site or through video conferencing.
2. Conduct weekly project management meetings with Owner to update on progress, financial status, construction issues and use of project contingencies.
3. Advise Owner on any adjustment to previous Statements of Probable Construction Cost.
4. Coordinate with government entities for permit, building permit reviews, and other approvals.
5. Coordinate, review, evaluate and recommend approval of all construction documents submitted by architects and consultant engineers for compliance with STC design guidelines, detailed program needs and performance specifications per campus before procurement of contractor.

During Contractor Procurement Phase the Project Manager shall:

1. Review standard construction contract for billing, procurement, timelines, change orders, applications for payment and all processes required.
2. Assist Owner with contractor selection criteria and review of contractor qualifications and capability to perform scope of work and comply with schedule, programming guidelines and specifications.
3. Assist Owner with negotiating with Contractors; re-bid or re-negotiate Project if lowest bid or proposal is greater than Project budget after selection of contractor by Owner.
4. After selection of contractor by Owner, assist Architect with transmitting standard procurement requirements to contractors and subcontractors.
5. Review information submitted by contractor to include insurance, employee pay scales, material suppliers, subcontractors list, bonds, and financing.

During Construction Phase the Project Manager shall:

1. Serve as the Owner's Point of Contact during construction.
2. Conduct Partnering sessions at the beginning of each Project. Conduct periodic update sessions.
3. Conduct construction update meetings at construction sites on a scheduled and as-needed basis.
4. Review required documents/outlines from contractor including Quality Control Plan, Safety Plan, Environmental Compliance Plan, Minority Contracting plan(if required), and Texas Architectural Barriers Plan and report to Architect and Owner
5. Review Contractor cost control plan with Architect and Owner
6. Evaluate requests for proposed Change Orders and Construction Change Proposals and make recommendations.
7. Conduct site visits and inspections as determined by Consultant to review work in place and report in a standard format to Owner with reference to STC facilities

- standards/specifications, schedules and budgets, and to advise Owner regarding work that has been completed in accordance with the plans and specifications
8. Assist Owner in contracting with Independent Testing Firms. Review testing program results.
 9. Administer Construction Contract and General Conditions & act as Owner's representative. Act as conduit between Architect and Contractor. Review compliance with all plans, specifications and required terms and conditions and report to Owner on status.
 10. Stay up-to-date on submittals. Obtain Owner approvals needed.
 11. Monitor Requests For Information and A-E responsiveness
 12. Review Contractor's Building Commissioning and Turnover Plan.
 13. Evaluate payment applications and make recommendations on approval of requests for progress payments.
 14. Perform final inspections and review punch list work.

During the Commissioning/Turnover Phase the Project Manager shall:

1. Plan for furnishing procurement and building turnover
2. Review the results of the HVAC Test and Balance for compliance with construction contract requirements.
3. Oversee turnover of all certification documentation and submittals to proper agencies on behalf of Owner.
4. Coordinating training of facility maintenance staff for familiarization with all systems.

During the Warranty/Occupancy Phase the Project Manager shall:

1. Review all contractual and warranty obligations for compliance including the issuance of all documents such as operations and maintenance manuals.
2. Generate and deliver tickler file of all warranty deadlines for each project.
3. Coordinate closing reviews of warranty items after a 30 day and 6 month period.

During the Schematic Design Phase the Architect shall:

1. Review approved program furnished by consultant to ascertain requirements of Project and arrive at mutual understanding and provide preliminary evaluation of program, budget and schedule requirements.
2. Prepare schematic design documents
3. Prepare agendas and publish minutes on owner insite for all design related meetings

During the Design Development Phase the Architect shall:

1. Prepare Design Development Documents addressing architectural, structural, mechanical and electrical systems, materials and other appropriate elements.
2. Prepare agendas and publish minutes on owner insite for all design related meetings

During the Construction Documents Phase the Architect shall:

1. Prepare Construction Documents consisting of drawings and specs detailing construction requirements suitable for construction contractor use, and to document the constructed facility (modification to be detailed by the general contractor.)
2. The Architect shall provide to the Owner originals of the following documents including but not limited to: drawings, specifications and other documents 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 to be used by Owner as Owner deems necessary for the use of the project without violating any copyrights of the

Architect.

3. Assist Owner in filing documents for governmental approval by preparing and submitting permit requests, etc.
4. Prepare necessary bidding information, bidding conditions of contractor and owner's standard Owner/Contractor Contract for review and approval by owner.
5. During the Prepare agendas and publish minutes on owner insite for all design related meetings

Contractor Procurement Phase the Architect shall:

1. Provide Owner with necessary modifications to construction documents for Project if lowest bid or proposal is greater than Project budget.

During the Construction Phase the Architect shall:

1. Generate proposed Change Orders and Construction Change Directives; order minor changes.
2. Make visits to the site for compliance with (not exhaustive or continuous on-site inspections). Inform Owner of work progress; notify Owner of defects, reject non-conforming work.
3. Review inspection or testing of the Work – fabricated, installed or to be completed and report results to owner.
4. Approve or reject submittals from the Contractor.
5. Respond to Requests for Information from the contractor and advise the Owner
6. Determine amounts owed to the Contractor based on site observations & Contractor's Applications for Payment & issue Certificates for Payment.
7. Perform final inspections and generate punch list.
8. Conduct inspections to determine the dates of Substantial and Final Completion, issue Final Certificate of Payment, and submit to the Owner upon Final Completion a letter that work has been completed in total in accordance with Contract Documents, to the best of his knowledge.

During the Commissioning/Turnover Phase the Architect shall:

1. Receive from Contractor and forward to Owner all completed HVAC test and balance reports.
2. Verify that all certification inspections are executed and documentation is provided to the Owner.

During the Warranty/Occupancy Phase the Architect shall:

1. Receive and forward to the Owner written warranties and related documents required by Contract Documents.

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

Approval of the Request for Proposals (RFP) Publication and Solicitation for Construction Manager-at-Risk (CMR) construction services for the 2013 Bond Construction Program will be requested at the December 16, 2014 Board meeting.

Staff is working with legal counsel, Broaddus and Associates, the Construction Program Management Services firm retained for the 2013 Bond Construction Program, to prepare for solicitation of construction services. Based on Board approval at the October 28, 2014 Board meeting, for use of the Construction Manager-at-Risk construction procurement method, a Request for Proposals has been prepared and is attached for the Committee's review.

Also attached is a copy of the project groups previously presented. The project groups would require hiring a total of five contractors to provide construction services at each group's location. The RFP has been prepared to allow for solicitation, evaluation, and ultimately hiring of more than one CMR contractor.

In section 2.7 of the RFP, it is explained that the College may or may not invite one or more of the selected Respondents to attend a formal interview with the College. This allows the Board of Trustees the option of choosing to interview respondents or make selections without interviewing. A decision on whether or not to conduct interviews can be made after proposals are submitted.

It is requested that the Facilities Committee recommend for Board approval at the December 16, 2014 Board meeting, the Request for Proposals (RFP) Publication and Solicitation for Construction Manager-at-Risk (CMR) construction services for the 2013 Bond Construction Program as presented.



**REQUEST FOR PROPOSALS
FOR
Construction Management at Risk (ONE-STEP)
SELECTION PROCESS UNDER
(TEXAS GOV'T CODE 2269.253)
2013 Bond Construction Program
RFP No. 14-15-1045**

**PROPOSAL MUST BE RECEIVED BEFORE:
2:00 p.m., CST XXXXXXXX
Opening will be public**

MAIL PROPOSAL TO:

South Texas College
Purchasing Department
P O Box 9701
McAllen, TX 78502

**HAND DELIVER AND/OR
EXPRESS MAIL TO:**

South Texas College
Purchasing Department
3200 W Pecan Building N Rm 145
McAllen, TX 78501

NOTE: PROPOSALS must be time stamped at the South Texas College Purchasing Department before the hour and date specified for receipt of responses.

Responses shall be submitted in an opaque envelope plainly marked with the name and address of the entity submitting a response. The response envelope must contain the following: 2013 South Texas College Bond Program Projects, the RFP No. _____ and the date and time of the submittal deadline.

A contract will **NOT** be awarded on opening day. The South Texas College will only award after study and consideration of proposals. Acceptance of proposals shall not constitute or imply the College's acceptance of the suitability of the respondent or response. Prices and other proposal details will be divulged after the award, as allowed.

For information regarding any part of this proposal, call:

Mr. Gerry Rodriguez, AIA
Director of Facilities Planning and Construction
South Texas College
3200 W Pecan Blvd Bldg N-179
McAllen, Texas 78501
Phone: (956) 872-3737
Fax: (956) 872-3747
E-mail: gerry@southtexascollege.edu

Or

Ms. Diana Bravo Gonzalez, AIA
Senior Project Manager
Broaddus & Associates
(The Owners Designated Representative)
1100 E Jasmine Ave Ste 102
McAllen, Texas 78501
Phone: (956) 688-2307
Fax: (956) 688-2315
E-mail: dgonzalez@broaddusassociates.com

NOTE: Proposals received after the 2:00 p.m. CST deadline will not be accepted and will be returned to proposers unopened.

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- 1.2 Background, Special Concerns, and Definitions
- 1.3 Objective

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- B. Sample Agreement**
- C. Pricing and Delivery Schedule**
- D. Proposed Schedule**
- E. STC Space Programs**
- F. Conflict of Interest**

SECTION 1

INTRODUCTION

1.1 Description of South Texas College (the “College”)

It is the intent of South Texas College to select multiple Construction Manager at Risk firms to provide preconstruction and construction services for various groups of campus projects included in the 2013 Bond Construction Program. Because of the number and specialized use of the buildings included in this construction program, firms with construction experience directly related to each specialized use are encouraged to present such information as part of their response. South Texas College’s buildings requiring specialized construction include Science Technology Engineering and Math, Nursing and Allied Health, Law Enforcement, Library, Industrial Technology, Cafeteria and General Classrooms equipped with the latest instructional technology. Attached Exhibit “A” describes the construction projects with associated estimated square footage and projected cost included in this Bond Construction Program.

1.2 Background and Special Concerns

- A. Definition: A “construction manager-at-risk” is a sole proprietorship, partnership, corporation, or other legal entity that assumes the risk for construction, rehabilitation, alteration, or repair of a facility at the contracted price as a general contractor and provides consultation to the College regarding construction methods, techniques and materials during and after the design process of the facility.
- B. Architects and Engineers: Before or concurrently with selecting a construction manager-at-risk, the College shall select or designate an engineer or architect who shall prepare the design documents for the project and who has full responsibility for complying with the Texas Engineering Practice Act (Article 3271a, Texas Revised Civil Statutes), or the Texas Architectural Practice Act (Article 249a, Texas Revised Civil Statutes), as applicable.
- C. Trade Contractors and Subcontractors: A construction manager-at-risk shall as instructed publicly advertise and solicit either competitive bids or competitive sealed proposals from trade contractors or subcontractors for the performance of all major elements of the work other than the minor work that may be included in general conditions. A construction manager-at-risk may seek to perform portions of the work itself if the construction manager-at-risk submits its bid or proposal for those portions of the work in the same manner as all other trade contractors or subcontractors and if the College determines that the construction manager-at-risk’s bid proposal provides the best value for the institution. The College’s determination in such matters is final.
- D. Receipt of Bids or Proposals: The construction manager-at-risk and the College shall receive and open all trade contractor or subcontractor bids or proposals in a manner that does not disclose the contents of the bid or proposal during the selection process. All bids and proposals shall be made public within seven (7) days after the date of final selection.
- E. Acceptance of Recommendations for Trade Contractors and Subcontractors: If the construction manager-at-risk reviews, evaluates, and recommends to the College a bid or

proposal from a trade contractor or subcontractor, but the College requires a bid or proposal from another trade contractor or subcontractor to be accepted, then, pursuant to the terms of the Contract, the College shall compensate the construction manager-at-risk by a change in price, time, or guaranteed maximum cost for any additional cost and risk, which has been demonstrated to the College's satisfaction and as required by the Contract, that the construction manager-at-risk may incur because of the College's requirement that another trade contractor or subcontractor bid or proposal be accepted.

- F. Scope, Schedule, and Budget: Detailed information about scope, schedule, and budget are contained in section 4.2 herein below.

1.3 Objective

The objective is for the South Texas College is to select one Construction Manager-at-Risk organization for each project group. By selecting the Construction Manager-at-Risk, it is the desire of the South Texas College to complete all bond-funded facilities by May of 2017.

SECTION 2

NOTICE TO RESPONDENTS

2.1 General

South Texas College is accepting proposals for a construction management-at-risk contract, pursuant to the one step process noted in Sec. 2269.253 Selection Process of the, *Texas Government Code*, in accordance with the terms, conditions and requirements set forth in this Request for Proposal (“RFP”). This RFP provides sufficient information for interested parties to prepare and submit submittals for consideration by the College.

RESPONDENTS ARE CAUTIONED TO READ THE INFORMATION CONTAINED IN THIS RFP CAREFULLY AND TO SUBMIT A COMPLETE RESPONSE TO ALL REQUIREMENTS AND QUESTIONS AS DIRECTED.

2.2 Submittal Deadline

The College will accept proposals until 2:00 p.m. CST XXXXXXXX. Proposals will be publicly read shortly after 2:00 p.m. CST.

2.3 Authorized Designated Person for College

South Texas College respectfully requests that none of the short list respondents contact any member of the South Texas College Board or Executive Administration. This will allow for a process that will be based upon submission information and a fair evaluation of criteria established within this RFP.

Any questions or concerns regarding this Request for Proposal shall be directed to:

Gerry Rodriguez, AIA
Director of Facilities Planning and Construction
South Texas College
3200 W Pecan Blvd Bldg N-179
McAllen, Texas 78501
Phone: (956) 872-3737
Fax: (956) 872-3747
E-mail: gerry@southtexascollege.edu

Or

Diana Bravo Gonzalez, AIA
Senior Project Manager
Broaddus & Associates
(The Owners Designated Representative)
1100 E Jasmine Ave Ste 102
McAllen, Texas 78501
Phone: (956) 688-2307
Fax: (956) 688-2315
E-mail: dgonzalez@broaddusassociates.com

The College specifically requests that Respondents restrict all contact and questions regarding this RFP to the above named individuals.

2.4 Type of Contract

After proposals are received in response hereto, and an award of contract is made, the successful respondent will be required to enter into a contract in the form of the Construction Manager-at-Risk Agreement attached hereto.

Submission of a proposal indicates Respondent's acceptance of the terms and conditions of the Construction Manager at Risk Agreement, attached hereto for reference Exhibit B

2.5 Inquiries and Interpretations

Responses by the College to inquiries which directly affect an interpretation or change to this RFP will be issued in writing by addendum (amendment) and mailed to all parties recorded by the College as having received a copy of the RFP. All such addenda issued by the College prior to the time that proposals are received shall be considered part of the RFP, and the Respondent shall be required to consider and acknowledge receipt of such in its proposal. Firms receiving this RFP other than directly from the College are responsible for notifying the College that they are in receipt of a proposal package and for providing a name and address in the event an addendum is issued.

Only those inquiries the College replies to which are made by formal written addenda shall be binding. Oral and other interpretations or clarifications will be without legal effect. Respondents must acknowledge receipt of all addenda in Section 6.4 of this RFP.

There will be a pre-proposal meeting on XXXXXXXX, at 2:00 p.m. CST, at the Cooper Center on the South Texas College Pecan Campus (North Side). At this meeting, Respondents will have an opportunity to ask any questions regarding this RFP. This pre proposal meeting is not mandatory but highly encouraged.

2.6 Public Information

The College considers all information, documentation and other materials requested to be submitted in response to this solicitation to be of a non-confidential and/or non-proprietary nature and therefore shall be subject to public disclosure under the Texas Public Information Act (the "TPIA", Texas Government Code, Chapter 552.001, et seq.) after contracts are entered into with Successful Respondents.

Respondents are hereby notified that the College adheres to state laws with respect to disclosure of information under the TPIA.

2.7 Contract Award Process

An award to one or more Respondents for the construction management-at-risk services specified herein will be made following a procedure using competitive sealed proposals. Proposals will be opened publicly to identify the names of the Respondents, and their proposals. Other contents of the proposals will be kept confidential to preclude disclosure of the contents of the proposal prior to award. Within 30 days after the date of opening the proposals, the College will evaluate and rank each proposal with respect to the selection criteria contained in the Request for Proposals (RFP). After opening and ranking, an award may be made on the basis of the proposals initially submitted, without discussion, clarification or modification, or, the College may discuss with the selected Respondent offers for cost reduction and other elements of the Respondent's proposal. If the College determines that it is unable to reach a contract

satisfactory to the College with the selected Respondent, then the College will terminate discussions with the selected Respondent and proceed to the next Respondent in order of selection ranking until a contract is reached or the College has rejected all proposals. The College may not disclose any information derived from the proposals submitted from competing offers in conducting such discussions. The College reserves the right to award a Contract for all or any portion of the requirements proposed by reason of this request, award multiple Contracts, or to reject any and all proposals if deemed to be in the best interests of the College and to re-solicit for proposals, or to reject any and all proposals if deemed to be in the best interests of the College and to temporarily or permanently abandon the procurement. If the College awards a contract, it will award the contract to the offeror or offerors whose proposal is the most advantageous to the College and offers the best value, considering price and the evaluation factors set forth in the RFP. The contract file must state in writing the basis upon which the award is made.

2.8 Criteria for Award

Responses will be evaluated by a group representing South Texas College Staff and Owners Designated Representative. The criteria for evaluation of proposals, and selection of the qualified respondent(s), will be based on the factors listed below:

The Respondent selected for an award will be the Respondent whose proposal, as presented in the response to this RFP, is the most advantageous to STC. STC is not bound to accept the lowest priced proposal if that proposal is not in the best interest of STC as determined by STC.

The criteria for evaluation of proposals, and selection of the successful respondent for this award, will be based on the factors listed below:

1. The Respondent's price proposal - 45 Points
2. The Respondent's experience and reputation. - 10 Points
3. The quality of the Respondent's goods or services - 10 Points
4. The Respondent's safety record - 5 Points
5. The Respondent's proposed personnel - 8 Points
6. The Respondent's financial capability in relation to the size and scope of the project - 9 Points
7. The Respondent's organization and approach to the project - 6 Points
8. The Respondent's time frame for completing the project - 7 Points

2.9 Respondent's Acceptance of Evaluation Methodology

Submission of proposals indicates Respondent's acceptance of the evaluation technique and Respondent's recognition that some subjective judgments must be made by South Texas College Staff and Owners Designated Representative during the determination of ranking order and award.

2.10 Commitment

Respondent understands and agrees that this RFP is issued predicated on anticipated requirements for South Texas College and that the College has made no representation, written or oral, that any such requirements be furnished under a Contract arising from this RFP. Furthermore, Respondent recognizes and understands that any cost borne by the Respondent which arises from Respondent's performance hereunder shall be at the sole risk and responsibility of Respondent.

2.11 Local Business Participation

It is desire of South Texas College to maximize local and Rio Grande Valley participation and to promote and encourage contracting and subcontracting opportunities for Locally Owned Businesses and labor in all contracts. Accordingly, the Construction Manager at Risk will be required to outline local participation plan and documentation thereof.

2.12 Key Events Schedule:

Pre Proposal Conference	XXXXXX 2:00 CST
Receive RFP's	XXXXXX 2:00 CST
Board Approval	XXXXXXX, 2015
NTP Preconstruction Services	XXXXXX, 2015
GMP	XXXXXXX 2015
Substantial Completion	XXXXXX 2015

2.13 Eligible Respondents

Only individual firms or lawfully formed formal business organizations may apply, unless, if the Respondent does not meet the foregoing criteria, the Respondent states in writing to the College that, if awarded the contract, it will lawfully form a formal business organization in a timely manner so as not to delay the Project. Any associates will be disqualified. (This does not preclude an applicant from having consultants.) The College will contract only with individual firms or formal organizations such as a) joint ventures, b) limited liability corporations, c) partnerships, or d) corporations authorized to do business in the State of Texas.

SECTION 3

PROPOSAL REQUIREMENTS

3.1 General Instructions

- A. Respondents should carefully read the information contained herein, and submit a complete response to all requirements and questions as directed.
- B. Proposals and any other information submitted by Respondents in response to this RFP shall become the property of the College.
- C. The cost of a proposal is exclusively the responsibility of Offeror.
- D. Submittals which are qualified with conditional clauses, or alterations, or items not called for in the RFP documents, or irregularities of any kind are subject to disqualification by the College, at its option.
- E. Each proposal should be prepared simply and economically, providing a straightforward, concise description of the firm's ability to meet the requirements of this RFP. Emphasis should be on completeness, clarity of content, responsiveness to the requirements, and an understanding of the College's needs.
- F. The College makes no guarantee that an award will be made as a result of this RFP, and reserves the right to accept or reject any or all proposals, waive any formalities or minor technical inconsistencies, or delete any item/requirements from this RFP or contract when deemed to be in the College's best interest. Representations made within the qualifications submittal and any subsequent proposal will be binding on responding firms. The College will not be bound to act by any previous communication or proposal submitted by the firms other than this RFP.
- G. Firms wishing to submit a "No-Response" are requested to return the first page of the Execution of Offer (ref. Section 5). The returned form should indicate your company's name and include the words "No-Response" in the right-hand column.
- H. Failure to comply with the requirements contained in this RFP may result in a finding that the respondent is not qualified and is ineligible to submit a proposal in response to any RFP.

3.2 Preparation and Submittal Instructions

- A. Respondents must complete, sign and return the attached Execution of Offer, Section 5, as part of their qualifications proposal response. Proposals must be signed by Respondent's company official(s) authorized to commit such proposals. Failure to sign and return these forms will subject your proposal to disqualification.
- B. Responses to this RFP should consist of answers to required questions in Section 7 Respondent Questionnaire. It is not necessary to repeat the question in your response; however, it is essential that you reference the question number with your response corresponding accordingly. In cases where a question does not apply or if unable to

respond, reference the question number and indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Briefly explain your reason when responding N/R.

C. Page Size, Binders and Dividers

Proposals must be typed or printed on letter-size (8-1/2" x 11") paper. The College requests that proposals be submitted in a binder. Preprinted material should be referenced in the proposal and included as labeled attachments. Sections should be divided by tabs for ease of reference. Number each side of each page consecutively, including letter of interest, brochures, licenses, resumes, supplemental information, etc. Submittals must be limited to one hundred (100) pages. Covers, table of contents and divider tabs will not count as pages, provided no additional information is included on those pages. Provide the number of copies of the submittal specified in the advertisement. Any submittals exceeding the one hundred (100) page limit will be disqualified.

D. Table of Contents

Include with the proposal a table of contents that includes page number references. The table of contents should facilitate easy reference of the sections of the proposal as well as separate attachments (which should be included in the main table of contents). Supplemental information and attachments included by your firm (i.e., not required) should be clearly identified in the table of contents and provided as a separate section.

E. Pagination

All pages of the proposal should be numbered sequentially within each section response in Arabic numerals (1, 2, 3, etc.) Attachments should be numbered or referenced separately.

F. Number of Copies

Submit a total of ten (10) complete copies of the entire response. An original signature must appear on the Execution of Offer (ref. Section 5) on at least one (1) copy submitted.

G. Submission

1. Ten (10) identical copies of the proposal including any supplemental printed material referenced with the RFP, must be submitted and received at the Purchasing Department of the College on or before the time and date specified, pursuant to the Notice to Respondents (ref. Subsection 2.2) and delivered to:

South Texas College
Purchasing Department
3200 W Pecan Building N Rm 145
McAllen, TX 78501

NOTE: Show the Project name and submittal date in the lower left-hand corner of your sealed proposal envelope (box/container).

2. The materials submitted must be enclosed in a sealed envelope (box or container); the package must show clearly the submittal deadline; the project name number must be clearly visible; and name and the return address of the Respondent must be clearly visible.

3. Late proposals properly identified will be returned to Respondent unopened. Late proposals will not be considered under any circumstances.
4. Telephone proposals are not acceptable when in response to the Request for Proposals.
5. Facsimile (“FAX”) proposals are not acceptable when in response to this Request for Proposals.
6. Proposals shall not exceed one hundred (100 pages).

3.3 Payment & Performance Bonds

Attach a letter of intent from a surety company indicating the applicant’s bond ability for this project. The surety shall acknowledge that the firm may be bonded for each phase of the project, with a potential maximum construction cost not to exceed the construction cost limitation noted for each group of projects in Exhibit A.

3.4 Pricing

Respondent must complete Pricing and Delivery Schedule Section 6:

- A. Pricing reflects the full Scope of Work defined herein; inclusive of all associated cost for delivery, labor, insurance, taxes, overhead, and profit, or as otherwise defined, as appropriate.
- B. The College will not recognize or accept any charges or fees to perform this work that are not specifically stated in the Respondent's proposal.
- C. Cash or prompt payment discounts will not be considered in determining an award. All payment discounts offered will be taken, if earned and deemed in the College’s best interest.

3.5 Submittal Checklist

Firms are instructed to complete, sign, and return the following documents as a part of their proposal submittal. Failure to return these documents may subject your proposal to disqualification.

Payment & Performance Bonds letter (ref. Section 3.3)
Signed and Completed Execution of Offer (ref. Section 5)
Pricing and Delivery Schedule (ref. Section 6)
Responses to Respondent's Questionnaire (ref. Section 7)
Specimen Contract & Construction Management at Risk Contractor

SECTION 4

SPECIFICATIONS

4.1 General

The College requests proposals from qualified and experienced firms for the 2013 South Texas College Bond Projects meeting the following minimum specifications stated in this Section.

4.2 Specifications/Scope of Work See attached Exhibit A Estimated Project Budget:

The Construction Cost Limitation to include Preconstruction Services, Construction Manager's Fees, Cost of Work, Allowances, and Contingencies is as per above program cost breakdown.

Respondents are instructed to carefully review all project information which has been provided to interested potential respondents.

4.3 Delivery

- A. Schedule: A Generic project schedule will be provided as part of this RFP.
- B. Time will be of the essence in the performance of Contractor's duties. Failure of the Contractor to notify the College sufficiently in advance of inability to complete within the delivery schedule, shall grant the College the option of canceling the Contract, purchasing from the best available source, and charging the Contractor the difference between the Contract price and actual purchase, if any, plus cost of handling. Notwithstanding the foregoing, the College shall have no obligation to accept late performance or to waive timely performance by Contractor.

4.4 Miscellaneous Provisions

- A. Personnel Contractor shall maintain a staff of properly trained and experienced personnel to ensure satisfactory performance under this Contract.
 - 1. Contractor shall assign to the College a designated representative who will be responsible for the coordination and administration of the College's requirements.

B. Project Execution

The College shall provide or contract for, independently of the construction manager-at-risk, the inspection services, the testing of construction materials engineering, and the verification testing services necessary for acceptance of the facility by the College.

SECTION 5

EXECUTION OF OFFER

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

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

By signature hereon, Respondent acknowledges and agrees that (1) this RFP is a solicitation for proposal and is not a contract or an offer to contract; (2) the submission of a proposal by Respondent in response to this RFP will not create a contract between the College and Respondent; (3) the College has made no representation or warranty, written or oral, that one or more contracts with the College will be awarded under this RFP; and (4) Proposer shall bear, as its sole risk and responsibility, any cost which arises from Respondent's preparation of a response to this RFP.

By signature hereon, Respondent offers and agrees to furnish to the College the products and/or services more particularly described in its proposal, at the at the prices quoted in the proposal, and to comply with all terms, conditions and requirements set forth in the RFP documents and contained herein.

By signature hereon, Respondent affirms that he has not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with the submitted proposal.

By signature hereon, a corporate Respondent certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171, Texas Tax Code, or that the corporate Respondent is exempt from the payment of such taxes, or that the corporate Respondent is an out-of-state corporation that is not subject to the Texas Franchise Tax, whichever is applicable.

By signature hereon, Respondent represents and warrants that:

Respondent is aware of, is fully informed about, and is in full compliance with all applicable federal, state and local laws, rules, regulations and ordinances;

Respondent understands (i) the requirements and specifications set forth in this RFP and (ii) the terms and conditions set forth in the Contract under which Respondent will be required to operate;

Respondent, if selected by the College, will maintain insurance as required by the Contract;

All statements, information and representations prepared and submitted in response to this RFP are current, complete, true and accurate. Respondent acknowledges that the College will rely on such

statements, information and representations in selecting the Successful Respondent. If selected by the College as the Successful Respondent, Respondent will notify the College immediately of any material change in any matters with regard to which Respondent has made a statement or representation or provided information.

By signature hereon, Respondent certifies that the individual signing this document and the documents made part of the RFP is authorized to sign such documents on behalf of the company and to bind the company under any agreements or other contractual arrangements which may result from the submission of Respondent's proposal.

By signature hereon, Respondent certifies that if a Texas address is shown as the address of the Respondent, Respondent qualifies as a Texas Resident Respondent as defined in Rule 1 TAC 111.2.

By signature hereon, Respondent certifies as follows:

“Under Section 2155.004, Texas Government Code, the vendor or applicant certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.”

By signature hereon, Respondent certifies that no relationship, whether by relative, business associate, capital funding agreement or by any other such kinship exist between Respondent and an employee of any the College of Texas component, or Respondent has not been an employee of The College within the immediate twelve (12) months prior to your RFP response. All such disclosures will be subject to administrative review and approval prior to the College entering into any contract with Respondent.

By signature hereon, Respondent affirms that no compensation has been received for participation in the preparation of the specifications for this RFP. (ref. Section 2155.004 Texas Government Code).

Please complete the following:

Respondent's VIN No: _____

Respondent's FEI No: _____

If a Corporation:

Respondent's State of Incorporation: _____

Respondent's Charter No: _____

Please identify each person who owns at least 25% of Respondent's business entity by first and last name:

Name

Name

Name

Name

Name

Name

Name

Name

Submitted and Certified By:

(Respondent's Name)

(Authorized Signature)

(Date)

(Printed Name/Title)

(Telephone Number)

(Street Address)

(Facsimile Number)

(City, State, Zip Code)

Offeror to enter a Construction Management at Risk Contract as authorized under Texas Government Code 2269 (Subchapter F) substantially in the form attached hereto or attachment/bids.

President

SECTION 6

PRICING AND DELIVERY SCHEDULE

See Attachment

SECTION 7

RESPONDENT QUESTIONNAIRE

Respondents are requested to submit a complete response to each of the below listed items. Responses requiring additional space should be brief and submitted as an attachment to your proposal package. Please reference each response by its item number indicated below.

1. Criterion: The Respondent's price proposal

- a. Refer to Section 6, Pricing and Delivery Schedule.

2. Criterion: The Respondent's experience and reputation.

- a. Provide total number of current company employees: _____
- b. Provide dollar amounts for each "*Construction Manager at Risk*" project contracted in the past twenty-four months.
- c. Provide number of years your company has been in business: _____
- d. Are there currently or in the past five years, any judgments, claims, arbitration proceedings, claims on bonds or suits pending or outstanding against your organization or its officers? YES or NO. If yes, provide general summary for each.
- e. Provide a customer reference list of no less than five (5) organizations for whom your organization has previously provided *Construction Manager At Risk* services of equal type and scope within the past five (5) years as requested in this RFP. Reference list is to include company name, contact person, telephone number and description of the project.

3. Criterion: The quality of the Respondent's goods or services

- a. Describe your company's quality control program for each phase of the project in detail
- b. Explain the methods used to maintain quality control in the design and construction phases.
- c. Describe how you propose to control the quality of construction performed by your subcontractors on this project.
- d. Describe the company's process for addressing warranty claims and describe your company's service support philosophy, how it is carried out, and how success in keeping this philosophy is measured. Provide a minimum of three (3) reference letters, from previous project customers, which describe your firm's proposal and performance quality

regarding warranty service after building substantial completion. (Use similar building types if possible.)

- e. Describe the experience of key personnel responsible for maintaining quality control.
- f. Provide examples of past STC construction projects or other similar **Construction Manager at Risk** projects (all respondents will receive a minimum of 3 points for item (f) unless it is determined that past performance is poor.) Comments from references will be considered as part of the evaluation.

4. Criterion: The Respondent's safety record

- a. Provide a copy of your company's safety program or describe how job site safety is managed. Include safety policies which employees must be in compliance with.
- b. What is your company's Experience Modifier Rate (EMR) for the past three (3) most recent annual insurance year ratings?
- c. Have you had any OSHA fines within the last three (3) years? If yes, provide details.
- d. Identify Safety team and their duties

5. Criterion: The Respondent's proposed personnel

- a. Describe your management plan for performing the work required of this project and include your program for managing subcontractors and material providers.
- b. Describe your method of subcontractor contract award process including review/approval by Owner.
- c. List separately all key personnel to be employed on site and those to be employed in home office for this project. The resume must include experience in similar projects, number of years with the firm and city of residence.
 - i. Describe the project assignments and the percent of time each team member will be involved in the project.
 - ii. Provide list of member(s) on your staff, directly involved in managing the project, who are Certified Construction Owners Designated Representative through the Construction Management Association of America (CMAA) or similar.
- d. Describe your plan for partnering and team building at all levels for this project.
- e. Describe how you propose to interface with the design team and influence the design process.
- f. Describe your firm's start-up and commissioning (closeout procedures) procedures for this project.
- g. Describe the pre-construction and construction phase services to be provided by your firm for this project.

6. Criterion: The Respondent's financial capability in relation to the size and scope of the project

- a. Attach a letter of intent from a surety company indicating your company's ability to bond for the entire construction cost of the project and total bonding limitation.
- b. Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution or other entity? If yes, provide details and prospects for resolution.
- c. Provide a list and description of all construction projects currently under contract, including total cost and start and end dates.
- d. Attach a Dunn and Bradstreet analysis or current financial statements, preferably audited.

7. Criterion: Respondent's organization and approach to the project

- a. Provide a statement of the project approach
 - i. Describe your project execution plan, and schedule for this project.
 - ii. Describe the types of records, reports, monitoring systems, and information management systems which your firm will utilize on this project.
 - iii. Describe your plan for assuring that the project design meets the Owner's contract requirements.
 - iv. Describe your procedures and objectives for reviewing the design and construction documents and providing feedback to the A/E and Owner.
 - v. Describe your method of assuring that materials, equipment, and construction methods meet the Owner's design requirements.
 - vi. Describe your constructability methodology for this project and how you would implement it.
 - vii. Comment on the feasibility and integration of Respondent's proposal, based on quality/schedule/cost criteria established in this RFP and recommend any improvements in the proposal.
 - viii. Describe your firm's procedures for implementing the industry's "best practices" as defined by the Construction Industry Institute and similar organizations; Establishing project objectives; Project scope definitions, such as the Project Definitions Rating Index (PDRI) in assisting the Owner to obtain complete and accurate construction documents from the A/E; Partnering; Change (order) management system; Total quality management for each phase, including close-out and commissioning; Dispute resolution among Owner, contractor, and subcontractors or suppliers; and Any others not listed.
- b. Submit a work schedule with key dates and milestones.
 - i. Describe in detail the project scheduling system or methodology you propose to use on this project.
 - ii. Identify all key process steps, phases, milestones, approvals, and project meetings you commonly anticipate.
 - iii. Describe your execution plan for meeting or shortening the Owner's schedule; during design; and during construction.

- iv. Describe any phased construction you anticipate.
 - v. Describe your ability to provide a scheduling system utilizing Primavera Project Planner (P3).
 - c. Do you anticipate difficulties in serving STC and how do you plan to manage these? What assistance will you require from STC?
 - d. Respondent's utilization of a project cost control plan, in construction management, which will assure that the Owner's project budget shall not be exceeded.
 - i. Describe your cost control methods and what procedures you will utilize to maintain the GMP within the Owner's budget for this project.
 - ii. Describe your project financial plan and the projected monthly cash flow (draw-down) during the design and construction phases.
 - iii. Describe your cost control method for confirmation of subcontractor pricing with Owner.
 - iv. Describe your firm's plans for cost reporting and tracking and change order management systems.
 - v. Describe the contingencies you would propose to be contained within the GMP and during what phase.
 - vi. Describe your payment plan to the subcontractors and material suppliers.
 - vii. Describe your cost estimating system using CSI format.
- 8. Criterion: Respondent's time frame for completing the project**
- a. Refer to Section 4, Pricing and Delivery Schedule

EXHIBITS TO THE RFP

The following documents are a part of the RFP and are provided for information purposes and will be incorporated into the Construction Manager at Risk Agreement.

- A. List of Groups/Projects
- B. Sample Agreement
- C. Pricing and Delivery Schedule
- D. Proposed Schedule
- E. Conflict of Interest Form



Construction Manager at Risk - Exhibit "A"

Group	Construction Project Description	Square Feet	Budget
<i>Pecan Campus</i>			
A	North Academic Building	61,267	\$10,500,000
	STEM Building	48,879	\$8,500,000
	Student Activities Building and Cafeteria	33,042	\$5,700,000
	South Academic Building	40,000	\$6,800,000
	Thermal Plant	N/A	\$4,300,000
	Parking and Site Improvements	N/A	\$2,000,000
Subtotal Group A		183,188	\$37,800,000
<i>Nursing & Allied Health Campus</i>			
B	Campus Expansion - Four Story Building	87,222	\$16,600,000
	Parking and Site Improvements	N/A	\$1,100,000
Subtotal Group B		87,222	\$17,700,000
<i>Technology Campus</i>			
C	Southwest Building Expansion	72,000	\$12,000,000
	Parking and Site Improvements	N/A	\$650,000
Subtotal Group C		72,000	\$12,650,000
<i>Mid Valley Campus</i>			
D	Health Professions and Science Building	76,069	\$13,500,000
	Workforce Training Center Expansion	10,000	\$1,750,000
	Library Expansion	10,369	\$1,750,000
	Student Services Building Expansion	14,269	\$2,500,000
	Thermal Plant	N/A	\$3,800,000
	Parking and Site Improvements	N/A	\$2,000,000
Subtotal Group D		110,707	\$25,300,000
<i>Starr County Campus</i>			
E	Health Professions and Science Building	48,690	\$8,500,000
	Workforce Training Center Expansion	9,302	\$1,600,000
	New Library	16,516	\$2,800,000
	Student Services Building Expansion	5,000	\$850,000
	Student Activities Building Expansion	4,923	\$850,000
	Thermal Plant	N/A	\$3,800,000
	Parking and Site Improvements	N/A	\$1,000,000
	Subtotal		84,431
TOTAL		537,548	\$ 112,850,000

Note: Exhibit "A" shall be submitted as part of RFP response.

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

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

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

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

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

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

- Review and confirm communication systems standards
- Design Audio Visual Systems
- Design Structured Cabling Systems
- Design Video Surveillance and Access Control
- Coordinate with Program Manager and STC staff during design and construction phases
- Coordinate with each architect to develop plans and specifications for each building project

The collaboration of South Texas College technology staff with a single source of IT/AV solutions, WJHW, Inc., increases the likelihood that proposed solutions are congruent with

the strategic directions and goals set by the College for service excellence and scalability. Additionally, the College will benefit during the design and construction phases by having a centralized, accountable point of contact and standardization across multiple construction projects, effectively reducing total cost of ownership in the long-term.

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

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

It is requested that the Facilities Committee recommend for Board approval at December 16, 2014 Board meeting, additional services with Broaddus & Associates in the amount of \$637,500 for Information Technology/Audio Visual consultant services provided by WJHW, Inc. for the 2013 Bond Construction Program as presented.

ADDITIONAL SERVICES PROPOSAL
to
AMEND AGREEMENT
BETWEEN OWNER AND CONSULTANT

December 11, 2014

Requisition Number: 01

Project Name: 2013 Bond Construction Program

Campus: All

Date: December 11, 2014

To: Dr. Shirley Reed, President
STC

From: Gilbert Gallegos, Project Executive
Broaddus & Associates

Dear Dr. Reed:

Please refer to the Agreement dated August 27, 2014, between South Texas College (“Owner”) and the undersigned (“Consultant”) as amended to the date hereof (such agreement as so modified and amended being hereafter called the “Agreement”) pursuant to which Consultant is to perform certain services. The terms which are defined in the Agreement shall have the same meanings when used in this letter.

1. Owner has requested the performance of the services described below which Consultant deems to be Additional Services.

Provide Audio Visual Services for the 2013 Construction Bond Program projects based upon the Scope of Services identified in the WJHW proposal letter addressed to Gilbert O. Gallegos, AIA from Rene Garza, dated November 11, 2013.

2. Consultant agrees to perform the Additional Services described above subject to and in accordance with the terms and provisions of the Agreement for a fee which will be determined in accordance with the Agreement but which will not exceed Five Hundred Fifty Thousand Dollars (\$ 550,000) and for reimbursement of expenses in accordance with the Agreement, incurred solely in connection with the performance of such Additional Services, but with a reimbursement expense allowance which will not exceed Sixty-Seven Thousand Five Hundred Dollars (\$ 67,500). A lump sum “Additional Services Fee” of \$20,000 is requested to coordinate the Sub-Consultant services.
3. Consultant will perform the services described, in a manner that conforms to the final construction program schedule, agreed to by all and approved by the Owner.

If the foregoing is acceptable to you, please so execute by signing the enclosed copy of this letter at the space provided for this purpose and by inserting the date upon which Consultant is authorized to commence performance of the Additional Services described in Paragraph 1 above.

Sincerely yours,
Broaddus & Associates
By: _____
Name: Gilbert O. Gallegos, AIA
Title: Senior Vice-President

Accepted this _____day of _____ 2014. Project Manager is authorized to commence performance of the Additional Services on _____, 2014.

SOUTH TEXAS COLLEGE

By: _____

Name: Dr. Shirley A. Reed

Title: President

XC: Project Manager
VP Finance & Administration
Director of FPC
Accounts Payable



November 11, 2014

Wrightson, Johnson, Haddon & Williams, Inc.
Designers and Planners for Sound, Video, Multi-Media
Telecommunications, Broadcast, Theatre & Acoustics

Mr. Gilbert Gallegos, AIA
Broaddus & Associates
1100 East Jasmine Avenue
Suite 102
McAllen, TX 78501

Dallas - San Antonio - Denver

**RE: South Texas College (STC) Bond 2013 Project
WJHW Proposal - Audio-Visual, Structured Cabling (Tel/Data) and Card Access/Video
Surveillance Design and Consulting Services, Revision #2**

Dear Mr. Gallegos:

Thank you for giving us the opportunity to be considered as the Audio-Visual, Structured Cabling and Card Access/Video Surveillance consultant for the South Texas College Bond 2013 projects. Our revised proposal includes the professional services necessary to design, plan, and coordinate the Technical Systems for the above referenced project. It is prepared and offered by Wrightson, Johnson, Haddon & Williams, Inc. hereinafter known as "WJHW", to Broaddus & Associates, hereinafter known as the "Program Manager". Our proposal is intended to form the basis of an agreement between the "Program Manager" and "WJHW" for the services and fees as described.

PROJECT UNDERSTANDING

We understand the various projects include the following facility additions and expansions:

PECAN CAMPUS – McALLEN

- North academic classroom building
- South academic classroom building
- STEM Building (Science, Technology, Engineering and Math) building
- Multi-purpose area for student support services and activities

NURSING & ALLIED HEALTH CAMPUS – McALLEN

- Major campus expansion for new and expanded nursing and allied health professional training programs
- Hospital simulation center
- Library

TECHNOLOGY CAMPUS – McALLEN

- Renovation of former plastic manufacturing facility adjacent to Technology Campus
- Develop 13 classrooms and computer labs and 11 specialty training labs
- Expand technical and workforce training facilities to provide specialty training labs

MID-VALLEY CAMPUS - WESLACO

- Health professions, STEM (Science, Technology, Engineering, and Math) and academic program related classrooms and labs
- Expand facilities for workforce training for high-wage, high demand employment, Library and student advising and student services

STARR COUNTY CAMPUS – RIO GRANDE CITY

- Health professions and science building with classrooms and labs to offer nursing and allied

4801 Spring Valley Road, Suite 113 Dallas TX 75244
972.934.3700 voice 972.934.3720 fax

- health programs and STEM (Science, Technology, Engineering, and Math) Programs
- Expand technical workforce training facilities for high-wage, high-demand employment opportunities
- Construct new library and renovate existing area into Cultural Arts Center
- Expand student services, advising, admissions, and financial services building
- Expand Student Activities Building

REGIONAL CENTER FOR PUBLIC SAFETY EXCELLENCE – PHARR

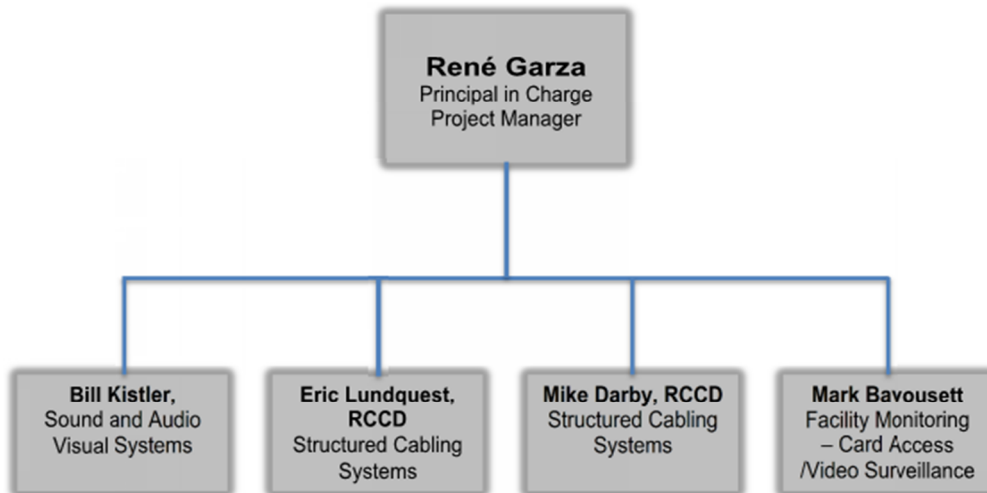
- Establish new Regional Center for Public Safety Excellence to provide regional law enforcement and public safety training

STC TEACHING SITE – LA JOYA

- Develop STEM (Science, Technology, Engineering, and Math) labs

PROJECT LEADERSHIP TEAM

Our project leadership chart is shown below:



The proposed leadership team has been specifically assigned to avoid other project commitments that would interfere with the efforts required for the various projects. All major projects for each individual will be either closed out or in the CA phase prior to the DD and CD phases of the STC projects.

DESIGN SCHEDULE

We take no exception to the current proposed project schedules and have sufficient staff and resources to apply to the projects to maintain the project schedules at no additional cost.

QUALITY ASSURANCE

WJHW and its staff have a commitment to provide the highest quality service to our clients. The complexity of the systems normally found in projects of this nature demand that we have an active quality assurance program in place, operating throughout the design and construction phases of the project.

Our Plan Review steps include the following:

- Program scope confirmation between project manager, principal in charge and design team
- Budget confirmation, set internal “design to” construction budgets

Wrightson, Johnson, Haddon & Williams, Inc.
Designers and Planners for Sound, Video, Multi-Media,
Telecommunication, Broadcast, Theatre & Acoustics

- Review of budget and Scope with Program Manager, Owner and Architects for DD and CD phase drawings with a detailed drawing “page turn”.
- Internal Peer review, by staff not working on the project, is performed on all drawings, specifications and major documents.
- Weekly Staff meeting to review project requirements are conducted.

If at any time during the project, a problem arises, we will work with Program Manager, Owner and the Design Team(s) to ensure that our obligations and project quality standards are met.

DESIGN SCOPE OF WORK

WJHW will provide consultative recommendations and technical systems designs for each project design team based on the technical program approved by the Owner. As part of WJHW’s scope of services, we will:

AUDIO VISUAL SYSTEMS

- Design Audio Visual systems as part of the projects.
- Provide conduit distribution requirements for each of the technical systems for which we have been given responsibility.
- Provide functional one-line drawings for the technical systems showing interconnection of equipment.
- Coordinate locations of controls for the systems with the Owner and appropriate members of the design team, depending on available space and user requirements.
- Provide infrastructure, power and HVAC requirements for each of the systems listed in this section.
- Work with the Owner and Architect for the integration of the required system components into the architectural design and coordinate them with the interior design.
- Prepare construction documents defining the equipment and installation techniques to be employed in the installation of the AV systems, which will be integrated into the general construction bid package.

STRUCTURED CABLING SYSTEM

- Design a structured cable cabling plant that will serve the entire facility.
- Through coordinated efforts with STC’s Network Engineers, the Main Distribution Frame (MDF) and Intermediate Distribution Frame (IDF) rooms will be located and laid out throughout the facility.
- Confirm the quantity, type and location of drops throughout the facility
- Locate and identify wireless access point locations throughout the facility to meet the required density ratio for all private and public spaces.
- Develop and design package consisting of design drawings and technical specifications for issuance as part of a general bid package.

EXCLUSION: This work does not include design and specification of networking electronics, i.e., switches, routers, wireless access points, etc. or for telephone or computer hardware.

FACILITY MONITORING/SYSTEMS DESIGN CONSULTATION

- Prepare systems designs for the video surveillance and access control systems.
- Design these systems based on the input and direction from the development team, project operations, and Owner’s security consultants/staff, and past project experience.

EXCLUSION: This work does not include “security consulting,” which is normally taken to include review of criminal activity in the project vicinity, security staffing studies, recommendations as to other policing functions, and threat assessment studies, etc.

VIDEO SURVEILLANCE SYSTEM/MOTION DETECTORS

- Meet with all appropriate parties to review the video surveillance requirements of the project.
- Utilize this program to develop the systems designs to meet the goals and requirements of the program.
- Includes the design of: Motion detectors, Beam detection, Exterior camera surveillance and Interior camera surveillance (at designated sensitive points).
- Identification, location and interconnection of cameras throughout the facility.
- Design a complete system that will allow for monitoring of the cameras and recording of the images.

ACCESS CONTROL SYSTEMS DESIGN

- Meet with Owner security and operations staff or the development team’s representatives to determine their security goals and assess their security program.
- Develop an access control system based on the outcome of the Owner's goals and approved program.
- Develop systems to monitor and control the facility, coordinated with the architectural design elements.
- Develop staffing plans through close liaison with the personnel responsible for securing the facility (limited to that which is necessary to operate the systems that we design).

FEES

We propose to perform the design efforts described in this proposal for the fees shown below plus reimbursable expenses. The hours and fees indicate a level of professional service which is consistent with our past work on similarly sized projects.

PHASE OF SERVICE	FEE	MAN-DAYS ONSITE	REIMBURSABLE EXPENSES
Programming/Schematic Design	\$41,250	10	\$7,500
Design Development	\$165,000	20	\$15,000
Construction Documents	\$206,250	20	\$15,000
Bid Review & Construction Administration (including close-out)	\$137,500	40	\$30,000
TOTALS	\$550,000	90	\$67,500

WJHW’s current fee is based on an estimated technical systems budget of \$8,500,000 for Audio Visual and Structured Cabling (IT) systems. While the budget for Facility Monitoring is included within the CCL’s for each project, WJHW has incorporated those design services within this proposal as a cost savings effort for South Texas College.

WJHW reserves the right to renegotiate our fees listed in this proposal should the project's final program, design direction, scope and AV/IT budget(s) differ from what is outlined in this proposal.

Our service fees are based on a maximum of one ninety (90) man-days onsite in the Rio Grande Valley during the life of the projects for all the services listed above. Any additional man-days that the Program Manager, Owner and/or Architect(s) authorize will be invoiced as an additional service on either an hourly basis or a per diem rate of \$1,250/day plus expenses.

PROJECT-RELATED REIMBURSABLE EXPENSES

Project related reimbursable expenses such as non-stop, coach air travel, reasonable travel agent fees, mileage at prevailing IRS rates, ground transportation, hotel, meals while traveling, printing, expedited delivery, etc., are invoiced at our cost, in addition to professional fees.

BIM TOOLS (REVIT) STATEMENT

WJHW has the capability and will prepare our construction documents in Revit for the design development and construction document phases to the Level of Detail (LOD) of 250/300. It is understood, that due to the lack of REVIT capabilities to model small items, including conduit under 2", that every element of the technical systems may not be fully represented in 3D. These items will be shown on our 2D drawings.

EXCLUSIONS

The following services are not a part of our basic services but can be addressed in an addendum to this proposal if deemed necessary:

- Any design/redesign of systems that may become necessary to accommodate changes in the approved program after release of the CD documents.
- Attendance at regularly scheduled, i.e., weekly design or construction meetings.
- Preparation or coordination of Record Drawings.

OTHER PROJECT PROVISIONS

RESPONSIBILITIES

Value Engineering: If "value engineering" (cost reduction through eliminating, reducing or substitution) recommendations are made by any party that are contrary to WJHW's recommendations or accepted practice and WJHW objects to any of these recommendations, WJHW will so state in writing.

If the Program Manager, Owner or Architects require the incorporation of changes to the project documents to which WJHW has objected, the Program Manager, Owner or Architects agree, to the fullest extent permitted by law to waive all claims against WJHW and to indemnify and hold harmless WJHW from any damages, liabilities, or costs, including reasonable attorney's fees and the cost of defense, which arise in connection with or as a result of the incorporation of such changes required by the Program Manager, Owner or Architects.

Re-design: WJHW will perform programming, analysis and design work one time. If we are requested to provide re-design or value engineering changes, after our design is issued for bid and/or incorporated, due to something beyond our control (change in overall project budget, changes based on the Owner's request, etc.), we would be pleased to comply on an additional services basis, either hourly or for a negotiated fee.

Additional Services: The need to perform Additional Services may arise as the Project proceeds. If that occurs, WJHW will notify the Program Manager and Owner for direction. Additional Services, if approved, shall be provided on either hourly basis or for a negotiated fee plus reimbursable expenses.

Seal: Construction documents produced by WJHW shall be sealed.

As many of the technical systems that are designed by WJHW require close coordination with the electrical and structural engineers, these engineers may need to review and develop schedules and related documents for their seal.

Project Electrical Engineer will size all current-carrying conductors and related conduit. The Project Structural Engineer will specify all structural members and attachments to the structure.

Standard of Care: WJHW will endeavor to perform our services in accordance with generally accepted standards of practice in effect at the time of performance. WJHW owes no fiduciary responsibility to any party involved in this agreement.

Exclusion: Any services not specifically described in our scope of services as basic services are specifically excluded from the services that WJHW will provide on this assignment.

Limitations of Construction Responsibilities: WJHW shall not have control over, or charge of, and shall not be responsible for, construction, means, methods, schedules, or delays, or for safety precautions and programs in connection with the Work. The Program Manager, Owner, Architects and General Contractor agree, to the fullest extent permitted by law to waive all claims against WJHW and to indemnify and hold harmless WJHW from any damages, liabilities, or costs, including reasonable attorney's fees and the cost of defense, which arise in connection with General Contractor's failure to construct the residences per the recommendations provided by WJHW to the Program Manager, Owner or Architects.

INVOICING AND PAYMENTS

Unless otherwise stated in the proposal/agreement, WJHW will invoice monthly based on percentage of completion. Payment is due in full, without retainage within 30 days.

INSURANCE

WJHW carries Professional Liability, General Liability and Workers Compensation in accordance with typical requirements, and will, upon request, provide a certificate of insurance. Increases in insurance coverage limits beyond those which are carried by WJHW and the cost of adding additional insured's to our policy as directed by Program Manager, Owner or Architects will be invoiced as a reimbursable expense.

MISCELLANEOUS

Government Fees: The professional fees listed in the proposal/ agreement do not include any government-imposed fees, duties, taxes (excise or otherwise), accounting costs associated with computing these costs or other costs, which are not specifically contained within the professional fees or the reimbursable expenses. Any such fees or taxes, which are imposed on the professional services provided by WJHW, will be added to our invoices.

Indemnification: WJHW and the Program Manager agree to indemnify and hold each other harmless from and against any and all claims, liabilities, suits, demands, losses, damages, costs and expenses (including reasonable attorneys' fees and costs of defense), to the extent caused by the negligent acts,

errors, or omissions of the other, or anyone for whose acts either of them may be legally liable.

Entire Agreement: This proposal/agreement contains the entire agreement between the parties and supersedes all prior oral and written agreements. No waiver of modification to the terms of this agreement is valid unless contained in a written document signed by WJHW.

TERMINATION

This Agreement may be terminated by either party upon no less than ten (10) days written notice should the other party substantially fail to perform in accordance with the terms of this Agreement.

This proposal is based on our current best understanding and expectations of the project requirements. If, after reading this proposal, you feel that modification of our proposed services is in order, we will work with you to arrive at a mutually agreeable scope of services and associated fees.

Thank you for your time and for giving us the opportunity to prepare this proposal. Please let us know if you have any questions or need further information.

Best Regards,
WRIGHTSON, JOHNSON, HADDON & WILLIAMS,
INC.



René Garza
Associate Principal

Cc: WJHW Marketing

ACCEPTED:

By

Title

Date

Summary of Fee Negotiations for AV / IT Project							
Projects	AV / IT Firm	Project Cost	Fee Schedule Amount	First Fee Proposal	Second Fee Proposal	Recommended Fee	
AV / IT Design & Docs	WJHW	\$8,500,000.00	0%	8.00%	6.60%	6.47%	
			\$	\$680,000.00	\$561,000.00	\$550,000.00	

NOTE: Proposed Fee of \$561,000 represents .556% of the Construction Cost Limitation (CCL)

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

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

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

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

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

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

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

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

It is requested that the Facilities Committee recommend for Board approval at the December 16, 2014 Board meeting, the contracting of Mechanical, Electrical, and Plumbing (MEP) engineering design services with DBR Engineering for the Pecan Campus Sports Field Lighting project 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		Award: 6/26/2014 to 6/25/2015				
	7/29/2014	Sigma HN Engineers, PLLC	District-wide	Parking Lot Lighting Upgrades	8,000.00	8,000.00	8.00%	\$100,000.00
	10/28/2014	DBR Engineering Consultants, Inc. Halff Associates	Pecan Plaza	Police Department Electrical Generator	16,000.00*	16,000.00	8.00%*	\$200,000.00
	11/20/2014	Sigma HN Engineers	Pecan	Electrical Power Line Relocation	8,000.00*	8,000.00	10.66%*	\$75,000.00
		Sigma HN Engineers				8,000.00		

*Estimated

Summary of Fees Awarded for Mechanical Electrical Plumbing (MEP) Engineering Services On Call Contract Period Ending 6/25/15			
Firms	Contract Awards		Total
	7/29/14 - present	Current Project	
DBR Engineering	\$ 8,000.00	\$ 18,000.00	\$ 26,000.00
Halff Associates, Inc.	\$ 16,000.00*	\$ -	\$ 16,000.00
Sigma HN Engineers	\$ 8,000.00*	\$ -	\$ 8,000.00
Total	\$ 32,000.00	\$ 18,000.00	\$ 50,000.00

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

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

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

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

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

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

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

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

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

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

It is requested that the Facilities Committee recommend for Board approval at the December 16, 2014 Board meeting, to contract construction services with Texas Cordia Construction, LLC in the amount of \$655,545.80 for the Nursing & Allied Health Campus North Parking Lot Expansion and Entry Drive project as presented.

New Drive
Bond Construction

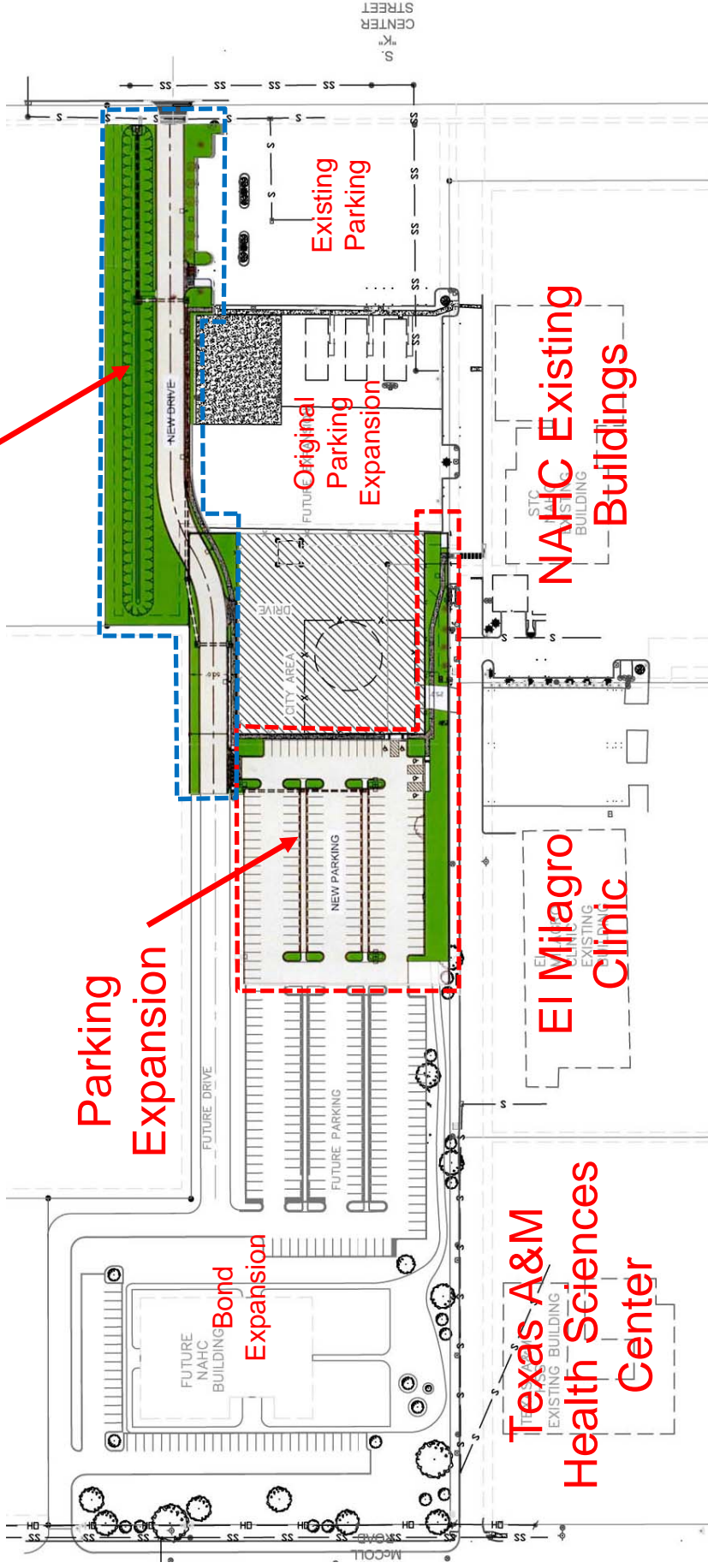
Parking
Expansion

Original
Parking
Expansion

Texas A&M
Health Sciences
Center

EI Miraflores
Clinic

NAHC Existing
Buildings



NAHC Parking Expansion Site Plan

**SOUTH TEXAS COLLEGE
REBID-NURSING & ALLIED HEALTH CAMPUS NORTH PARKING LOT EXPANSION
PROJECT NO. 14-15-1036**

VENDOR	Clore Construction, LLC.	E-Con Group, LLC.	Foremost Paving, Inc.	L & G Concrete Construction, Inc.	Roth Excavating, Inc.	Texas Cordia Construction, LLC.
ADDRESS	21200 FM 1420	3025 S Sugar Rd	22630 N FM 88	2100 W Expway 83	5820 N Cage Ste 1	3149A Ctr Pointe Dr
CITY/STATE	Harlingen, TX 78550	Edinburg, TX 78539	Elsa, TX 78543	Mercedes, TX 78570	Pharr, TX 78577	Edinburg, TX 78539
PHONE	956-748-4713	956-259-8005	956-316-8900	956-565-6334	956-787-2742	956-627-6181
FAX		956-259-8009	956-316-8901	956-565-1089	956-787-5152	956-386-0289
CONTACT	Geoffrey Clore	Gilbert Enriquez	Joseph E. Forshage	Pablo Garza, Jr.	Tyler Wulf	Yara M. Corbitt
#	Description	Proposed	Proposed	Proposed	Proposed	Proposed
A. Parking Lot Improvements Bid						
1	Parking Lot Paving and Drainage Improvements	\$ 398,850.39	\$ 379,896.54	\$ 405,314.00	\$ 355,789.21	\$ 370,502.00
2	Parking Lot Landscape & Irrigation Improvements	\$ 120,439.00	\$ 70,911.13	\$ 72,919.06	\$ 93,897.69	\$ 98,482.60
3	Parking Lot Electrical and Lighting Improvements	\$ 40,189.30	\$ 48,936.40	\$ 41,220.30	\$ 47,229.49	\$ 66,310.00
	Subtotal	\$ 559,478.69	\$ 499,744.07	\$ 519,453.36	\$ 496,916.39	\$ 535,294.60
B. Access Drive Improvements Bid						
4	Access Drive Paving Improvements	\$ 188,307.48	\$ 136,303.39	\$ 139,950.00	\$ 125,401.44	\$ 153,303.00
5	Access Drive Landscape & Irrigation Improvements	\$ 19,972.20	\$ 12,783.05	\$ 35,686.64	\$ 19,513.60	\$ 11,698.18
6	Access Drive Electrical and Lighting Improvements	\$ 28,081.90	\$ 34,058.00	\$ 27,101.70	\$ 35,020.81	\$ 77,090.00
	Subtotal	\$ 236,361.58	\$ 183,144.44	\$ 202,738.34	\$ 179,935.85	\$ 242,091.18
7	Begin Work Within	10 Working Days	10 Working Days	10 Working Days	10 Working Days	10 Working Days
8	Completion of Work Within	120 Consecutive Calendar Days	90 Consecutive Calendar Days	No Response	90 Consecutive Calendar Days	135 Consecutive Calendar Days
TOTAL PROPOSAL AMOUNT		\$ 795,840.27	\$ 682,888.51	\$ 722,191.70	\$ 676,852.24	\$ 777,385.78
TOTAL RANKING POINTS		****	88.6	60.6	80.8	82.5
RANKING		****	2	5	4	3
						1

****The vendor did not submit a required document therefore not evaluated.

SOUTH TEXAS COLLEGE
REBID-NURSING & ALLIED HEALTH CAMPUS NORTH PARKING LOT EXPANSION
PROJECT NO. 14-15-1036

VENDOR		E-Con Group, LLC.	Foremost Paving, Inc.	L & G Concrete Construction, Inc.	Roth Excavating, Inc.	Texas Cordia Construction, LLC.					
ADDRESS		3025 S Sugar Rd	22630 N. FM 88	2100 W Expressway 83	5820 N Cage Ste 1	3149A Ctr Pointe Dr					
CITY/STATE		Edinburg, TX 78539	Elsa, TX 78543	Mercedes, TX 78570	Pharr, TX 78577	Edinburg, TX 78539					
PHONE/FAX		956-259-8005	956-316-8900	956-565-6334	956-787-2742	956-627-6181					
FAX		956-259-8009	956-316-8901	956-565-1089	956-787-5152	956-386-0289					
CONTACT		Gilbert Enriquez	Joseph E. Forshage	Pablo Garza, Jr.	Tyler Wulf	Yara M. Corbitt					
1	The Respondent's price proposal. (up to 45 points)	43.2	43.2	40.8	40.8	43.6	43.6	37.9	37.9	45	45
		43.2		40.8		43.6		37.9		45	
		43.2		40.8		43.6		37.9		45	
		43.2		40.8		43.6		37.9		45	
		43.2		40.8		43.6		37.9		45	
2	The Respondent's experience and reputation. (up to 10 points)	8.5	8.9	9	8.2	7.5	7.5	8	8.3	9	8.7
		8		9		8		9		8	
		9		9		8		8.5		8.5	
		9		8		8		8		8	
		10		6		6		8		10	
3	The quality of the Respondent's goods or services. (up to 10 points)	8.5	8.5	4	5.6	9	8.8	8.5	8.4	8.5	8.1
		9		9		8		9		8	
		8		4		8		8.5		9	
		9		5		9		8		6	
		8		6		10		8		9	
4	The Respondent's safety record (up to 5 points)	3	2.6	0	0.4	4	3.5	4	4.7	4.5	4
		1		1		1		5			
		2		0		3.5		4.5		3.5	
		4		0		4		5		3	
		3		1		5		5		4	
5	The Respondent's proposed personal. (up to 8 points)	6	6.4	1	1	5	4.6	6.5	6.5	7	6.5
		5		2		2		6		7	
		7		0		5		6		6.5	
		7		0		5		7		5	
		7		2		6		7		7	
6	The Respondent's financial capability in relation to the size and the scope of the project. (up to 9 points)	6.5	7.4	2	4.2	4	3.4	8	7.5	8	7.4
		6		9		2		7		7	
		8.5		3		2		7.5		8	
		8		2		5		8		7	
		8		5		4		7		7	
7	The Respondent's organization and approach to the project. (up to 6 points)	4	4.6	0	0.4	2	2.4	4.5	4.5	5.5	5.1
		4		1		1		5		6	
		5		0		2		5		4	
		5		0		4		5		5	
		5		1		3		3		5	
8	The Respondent's time frame for completing the project. (up to 7 points)	7	7	0	0	7	7	4.7	4.7	7	7
		7		0		7		4.7		7	
		7		0		7		4.7		7	
		7		0		7		4.7		7	
		7		0		7		4.7		7	
TOTAL EVALUATION POINTS		88.6	60.6	80.8	82.5	91.8					
RANKING		2	5	4	3	1					

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

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

Carpeting in some areas of these buildings 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 November 3, 2014. A total of nine (9) sets of construction documents were issued to general contractors, sub-contractors, and suppliers and a total of five (5) proposals were received on November 18, 2014.

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

Staff evaluated these proposals and prepared 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	\$30,000	\$22,196

It is requested that the Facilities Committee recommend for Board approval at the December 16, 2014 Board meeting, the contracting of construction services with W.F. Imhoff Co., Inc. dba/Intertech Flooring in the amount of \$22,196 for the Starr County Campus Buildings A and B Re-Carpeting project as presented.

**SOUTH TEXAS COLLEGE
REBID - STARR COUNTY CAMPUS CARPET REPLACEMENT FOR BUILDINGS A & B
PROJECT NO. 14-15-1038**

VENDOR	Diaz Floors & Interiors, Inc.	G & G Contractors	W. F. Imhoff Co., Inc. dba/Intertech Flooring	The Carpet House	Vintage Tile & Stone, LLC.	
ADDRESS	1205 W Polk	5125 S U.S. Hwy 281	1301 Business Park Dr Ste D	1303 E Rogers Rd	2020 W Nolana Ave	
CITY/STATE	Pharr, TX 78577	Edinburg, TX 78539	Mission, TX 78572	Edinburg, TX 78542	McAllen, TX 78504	
PHONE	956-787-0056	956-283-7030	956-584-3592	956-383-8889	956-631-8528	
FAX	956-781-7917	956-283-7040	956-584-2149	956-287-7889	956-631-8526	
CONTACT	Andres Diaz	Rene Garza	Vicente Garza	Daniel Garza	Elizabeth Govea	
#	Proposed	Proposed	Proposed	Proposed	Proposed	
1	Starr County Campus Building A	\$ 14,676.46	\$ 20,870.00	\$ 10,764.00	\$ 12,496.00	\$ 16,760.63
2	Starr County Campus Building B	\$ 13,671.48	\$ 22,870.00	\$ 11,432.00	\$ 12,491.00	\$ 16,699.75
4	Begin Work Within	1 Working Day	5 Working Days	45 Working Days	10 Working Days	15 Working Days
5	Completion of Work Within	7- 10 Consecutive Calendar Days	30 Consecutive Calendar Days	10 Consecutive Calendar Days	14 Consecutive Calendar Days	20 Consecutive Calendar Days
TOTAL PROPOSAL AMOUNT		\$ 28,347.94	\$ 43,740.00	\$ 22,196.00	\$ 24,987.00	\$ 33,460.38

**SOUTH TEXAS COLLEGE
REBID - STARR COUNTY CAMPUS CARPET REPLACEMENT FOR BUILDINGS A & B
PROJECT NO. 14-15-1038**

VENDOR		Diaz Floors & Interiors, Inc.		G & G Contractors		W. F. Imhoff Co., Inc. dba/Intertech Flooring		Vintage Tile & Stone, LLC.	
ADDRESS		1205 W Polk		5125 S U.S. Hwy 281		1301 Business Park Dr Ste D		2020 W Nolana Ave	
CITY/STATE		Pharr, TX		Edinburg, TX 78539		Mission, TX 78572		McAllen, TX 78504	
PHONE/FAX		956-787-0056		956-283-7030		956-584-3592		956-631-8528	
FAX		956-781-7917		956-283-7040		956-584-2149		956-631-8526	
CONTACT		Andres Diaz		Rene Garza		Vicente Garza		Elizabeth Govea	
1	The Respondent's price proposal. (up to 45 points)	35.2	35.2	22.8	22.8	45	45	30	30
		35.2		22.8		45		30	
		35.2		22.8		45		30	
		35.2		22.8		45		30	
2	The Respondent's experience and reputation. (up to 10 points)	6	7.62	9	7.87	9	9	9	9
		8.5		6		8.5		9	
		9		8.5		9.5		9	
		7		8		9		9	
3	The quality of the Respondent's goods or services. (up to 10 points)	7	8	8	7.62	9	9.12	9	8.75
		8.5		6		9		8	
		9.5		8.5		8.5		9	
		7		8		10		9	
4	The Respondent's safety record (up to 5 points)	3	3.62	5	3.75	3.5	3.75	4	4.12
		3.5		3		3.5		4	
		3		3		4		4.5	
		5		4		4		4	
5	The Respondent's proposed personal. (up to 8 points)	5	5.5	7	6.62	6	6.62	7	7.12
		6		6		7		7	
		7		6.5		6.5		7.5	
		4		7		7		7	
6	The Respondent's financial capability in relation to the size and the scope of the project. (up to 9 points)	7	7.62	5.5	6.12	3	5.5	5	6.87
		8		5		7		7	
		8.5		7		7		7.5	
		7		7		5		8	
7	The Respondent's organization and approach to the project. (up to 6 points)	5	5.12	4	5	5	5.37	5	5
		5		5		5		5	
		5.5		5		5.5		5	
		5		6		6		5	
8	The Respondent's time frame for completing the project. (up to 7 points)	7	7	2.3	2.3	7	7	3.5	3.5
		7		2.3		7		3.5	
		7		2.3		7		3.5	
		7		2.3		7		3.5	
TOTAL EVALUATION POINTS		79.68		62.08		91.36		74.36	
RANKING		2		4		1		3	

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

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

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

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

It is recommended that the Facilities Committee recommend for Board approval at the December 16, 2014 Board meeting, the substantial completion of the Pecan Plaza Renovation for Continuing Education Additional Classrooms and Cashiering Space project as presented.



AIA[®] Document G704[™] – 2000

Certificate of Substantial Completion

PROJECT:

(Name and address):

**Continuing Education &
Cashier Renovations**

RFP#13-14-1047

2629 Pecan Plaza | McAllen

PROJECT NUMBER: 1326/

CONTRACT FOR: General Construction

CONTRACT DATE: May 1, 2014

OWNER:

ARCHITECT:

CONTRACTOR:

FIELD:

OTHER:

TO OWNER:

(Name and address):

South Texas College

3201 Pecan Blvd.

McAllen, Texas 78501

TO CONTRACTOR:

(Name and address):

Alpha Building Corporation

222 E Van Buren Ste 503

Harlingen, Texas

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

Entire project. See attached punch list for the remaining items to be repaired or remedied.

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


Warranty

Date of Commencement

November 14, 2014

**BOULTINGHOUSE SIMPSON
GATES ARCHITECTS**

ARCHITECT


BY

11-14-14

DATE OF ISSUANCE

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

Cost estimate of Work that is incomplete or defective: \$12,800

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

**ALPHA BUILDING
CORPORATION**

CONTRACTOR BY DATE

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at **5:00 pm** (time) on **November 14, 2014** (date).

SOUTH TEXAS COLLEGE

OWNER BY DATE

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

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

Maintenance: *As of 5:00 p.m. on November 14, 2014 the responsibility for Maintenance of the Building shall be as follows: For completed work and areas of the building which will be occupied by the Owner, the Owner will assume full responsibility. For incomplete work such as those items remaining on the Certificate of Substantial Completion, the Contractor will retain responsibility, but must obtain permission from the Owner for access to the building.*

Damages to the Work: *As of 5:00 p.m. on November 14, 2014 the responsibility for damages to the Work shall be as follows: The Owner will assume the responsibility for any damages which occur. If the Contractor damages any of the Work during the completion of the punch-list items, he shall be responsible for correcting them.*

Insurance: *The Contractor's insurance coverage will continue in effect until the Date of Final Completion.*

Update on Status of Non-Bond Construction Projects

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

CONSTRUCTION PROJECTS PROGRESS REPORT December 11, 2014

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

For FY 2014-2015, 27 projects are currently in progress, 1 has been completed and 35 pending start up - 63 Total

Status of Non-Bond Construction Projects In Progress December 2014

Project	% Complete	Date to Complete	Current Activity	Budget	Contract Amount	Amount Paid	Balance
Pecan Campus							
Grant/Accountability Office Improvements	75%	December 2014	1. Construction Phase 2. Construction in progress	\$24,000	\$94,600	\$46,502.50	\$48,097.50
Student Services Building Offices Modifications	90%	December 2014	1. Construction Phase 2. Construction in progress	\$154,050	\$402,960.40	\$227,988.60	\$174,971.80
Pecan Campus Buildings A, G, H, & X Electrical Disconnects	30%	January 2015	1. Construction Phase 2. Construction in progress	\$100,000	\$101,121	\$0	\$101,121
Cover area for Ceramic Arts Kilns	5%	March 2015	1. Design phase 2. Contract negotiations in progress	\$48,750	TBD	\$0	TBD
Removal of Trees for Bond Construction	30%	January 2015	1. Construction Phase 2. Work on progress	\$25,000	\$20,271	\$0	\$20,271
Infrastructure for Relocation of Portable Buildings	100%	December 2014	1. Design Phase 2. Design work complete 3. Solicitation of construction proposals in progress	\$52,500	\$30,047.71	\$17,423.71	\$12,624
Relocation of Electrical Power Lines	0%	March 2015	1. Design phase 2. Contract negotiations in progress	\$11,250	TBD	\$0	TBD
AECHS Service Drive and Sidewalk Relocation	0%	March 2015	1. Design phase 2. Contract negotiations in progress	\$9,000	TBD	\$0	TBD
HSI Grant Training Lab C111 Improvements	30%	February 2014	1. Construction Phase 2. Work in progress	Grant	TBD	\$0	Grant

Project	% Complete	Date to Complete	Current Activity	Budget	Contract Amount	Amount Paid	Balance
Professional Development Office Improvements	75%	December 2014	1. Design Phase 2. FPC staff preparing basic construction drawings	\$10,000	TBD	TBD	\$10,000
Pecan Plaza Renovations for Police Department	99%	July 2014	1. Construction Phase 2. Substantial Completion has been certified 3. Punch list work is complete 4. Staff moved in during August 2014 5. Working on resolution to HVAC unit programming correction with manufacturer – 90% complete	\$1,200,000	\$904,143.45	\$851,317.65	\$52,825.80
Pecan Plaza Continuing Education Classrooms Improvements	95%	December 2014	1. Construction Phase 2. Construction in progress 3. Substantial Completion on schedule for December 2014	\$170,000	\$187,310	\$109,655	\$77,655
Pecan Plaza Police Department Emergency Generator	0%	March 2015	1. Design phase 2. Contract negotiations in progress	\$30,000	TBD	\$0	TBD
Pecan Plaza Asphalt Resurfacing on Alley Side	0%	March 2015	1. Design phase 2. Contract negotiations in progress	\$8,000	TBD	\$0	TBD
Mid Valley Campus							
No Work in Progress							
Technology Campus							
West Academic Building Re-roofing	95%	December 2014	1. Design Phase 2. Design Phase in progress	\$125,000	\$106,181.25	\$9,750	\$96,931.25
HVAC Cooling Tower Replacement	30%	January 2015	1. Construction Phase 2. Construction in progress	\$415,000	\$396,000	\$0	\$396,000

Project	% Complete	Date to Complete	Current Activity	Budget	Contract Amount	Amount Paid	Balance
Replacement of Flooring in Building B	20%	December 2014	<ol style="list-style-type: none"> 1. Construction Phase 2. Contract has been signed 3. Contractor has ordered materials 	\$50,000	\$15,462.15	\$0	\$15,462.15
Nursing and Allied Health Campus							
Parking Expansion	100%	November 2014	<ol style="list-style-type: none"> 1. Design Phase 2. Re-solicitation of proposals is complete 3. Board approval of contractor in December 2014 	\$54,000	\$47,755	\$38,455	\$9,300
Irrigation System upgrades	60%	December 2014	<ol style="list-style-type: none"> 1. Design Phase 2. Design work in progress 	\$5,000	TBD	\$0	TBD
Subdivision Plat for 6.63 Acres	95%	January 2015	<ol style="list-style-type: none"> 1. Design Phase, 2. Staff is working with the engineer to finalize subdivision plat 3. Traffic Impact Analysis in progress 	\$20,000	\$19,690	\$0	\$19,690
Walls for Library Quiet Study Area	30%	January 2015	<ol style="list-style-type: none"> 1. Construction Phase 2. Pending delivery of pre-manufactured walls 	\$25,000	\$15,643.34	\$0	\$15,643.34
West Wing Re-carpeting	30%	December 2014	<ol style="list-style-type: none"> 1. Construction phase 2. Pending delivery of carpet for installation 	\$80,000	\$65,416.24	\$0	\$65,416.24
Starr County Campus							
No Work in Progress							
District Wide							
Building to Building ADA Accessibility Improvements Phase II	30%	February 2015	<ol style="list-style-type: none"> 1. Design Phase 2. Design work is in progress 	\$60,000	TBD	\$0	TBD

Project	% Complete	Date to Complete	Current Activity	Budget	Contract Amount	Amount Paid	Balance
Infrastructure for Fiber Optic Lines	20%	March 2015	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%	February 2015	1. Design phase 2. Design work in progress	\$15,000	\$8,000	\$0	\$8,000
For FY 2014-2015, 27 non-bond projects are currently in progress, 1 has been completed and 35 pending start – Total 63							