

CONTRACT FOR ARCHITECT/ENGINEER SERVICES
FOR
PROGRAM OF REQUIREMENTS
THE BRIGHT BUILDING AREA DEVELOPMENT
TEXAS A&M UNIVERSITY
COLLEGE STATION, TEXAS

THIS CONTRACT made the June 14, 2021, by and between the BOARD OF REGENTS OF THE TEXAS A&M UNIVERSITY SYSTEM, hereinafter called the "OWNER," and Populous, Inc., hereinafter called the "ARCHITECT/ENGINEER" OR "A/E";

WITNESSETH, that whereas the OWNER intends to prepare a Program of Requirements for **The Bright Building Area Development** at **Texas A&M University**, College Station, Texas, (the "Project");

NOW, THEREFORE, the OWNER and the A/E, for the considerations hereinafter named, agree as follows:

I

CONTRACT AMOUNT AND PAYMENTS

- 1.1 The OWNER agrees to pay the A/E, when this Contract is fully completed, an all inclusive negotiated fee of Four Hundred Seventy Thousand and no/100 Dollars (\$470,000.00) to cover all costs and profits for performing the Scope of Work set forth in Attachment A to this Contract.
- 1.2 The fee to be paid to the A/E under this Contract will be paid upon completion and approval of the scope tasks set forth in Attachment A and in accordance with the following milestone schedule, subject to the provisions and modifications hereinafter stated:

Monthly
- 1.3 If the A/E incurs delay(s) in the completion of the work of a milestone (described in Paragraph 1.2 above) due to causes beyond the control of the A/E, the OWNER, at its sole discretion, may make partial payment(s) to the A/E for work performed to the time of the delay. The amount of the payment shall be in proportion to the percentage completion of the milestone work at the time of the delay as subjectively determined by the OWNER.
- 1.4

Under no circumstances shall the OWNER be obligated to make any payment (whether a progress payment or final payment) to the A/E if any one or more of the following conditions precedent exist:

- 1.4.1 The A/E is in breach or default under this Contract.

- 1.4.2 Any portion of a payment is for services that were not performed in accordance with this Contract provided; however, payment shall be made for those services which were performed in accordance with this Contract.
- 1.4.3 The A/E has failed to make payments that are properly due and owing to consultants or other third parties used in connection with services for which the OWNER has made payment to the A/E.
- 1.4.4 If the OWNER, in its good faith judgment, determines that the balance of the unpaid fees are not sufficient to complete the services in accordance with this Contract.
- 1.4.5 The A/E has failed to perform those services required to maintain the project schedule; provided that, barring any other claim by the OWNER, any withheld payments will be paid to the A/E at such time as the services are performed.

Notwithstanding any other provision of this Contract, the OWNER shall have the right to withhold from payments due the A/E such sums as the OWNER deems reasonably necessary to protect the OWNER against any loss or damage which may result from negligence by the A/E or failure of the A/E to perform the A/E's obligations under this Contract pending final resolution of such claims.

II

OBLIGATIONS, SERVICES AND DUTIES OF THE OWNER

- 2.1 The OWNER will furnish the A/E available information and documents in the OWNER'S possession and pertinent to the Project.
- 2.2 Owner Points of Contact:

Brett McCully, Chief Facilities Officer
Office of Facilities Planning & Construction
The Texas A&M University System
301 Tarrow Street, 2nd Floor
College Station, Texas 77840-7896
Phone: (979) 458-7075
e-mail: BMcCully@tamus.edu

and

Gary W. Hall
Office of Facilities Planning & Construction
The Texas A&M University System
301 Tarrow Street, 2nd Floor
College Station, Texas 77840-7896
Phone: (979) 458-7085
e-mail: ghall@projectcontrol.com

III

OBLIGATIONS, SERVICES AND DUTIES OF THE A/E

The A/E agrees to perform professional services for the above named Project as follows:

- 3.1 A/E agrees and acknowledges that Owner is entering into this Agreement in reliance on A/E's represented professional abilities with respect to performing Architect/Engineer's services, duties, and obligations under this Agreement. Architect/Engineer agrees to use A/E's professional efforts, skill, judgment, and abilities in performing A/E's services. A/E shall perform its services diligently and shall endeavor to further the interest of the Owner in accordance with Owner's requirements and procedures. A/E shall perform its services in accordance with the professional skill and care ordinarily provided by competent architects and engineers practicing in the same or similar locality and under the same or similar circumstances and professional license; and as expeditiously as is prudent considering the ordinary professional skill and care of a competent architect and engineer (the "Standard of Care"). Subject to this Standard of Care, A/E shall interpret and apply applicable national, federal, state, municipal, and State of Texas building and accessibility laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction in effect at the time the services are provided. There are no obligations, commitments, or impediments of any kind known to the A/E that will limit or prevent performance by A/E of its services. A/E hereby agrees to correct, at its own cost, any of its services, and the services of its consultants, that do not meet the standard of care.
- 3.2 Employ experienced architects, engineers, and a full team of necessary consultants, acceptable to the OWNER, and perform all professional services work set forth in Attachment A, Scope of Work.
- 3.3 Assure that the makeup of the Program of Requirements team, as composed in the qualifications submittal remains intact, except as requested by or approved by the OWNER; or if a member ceases employment, his replacement must be approved by the OWNER.
- 3.4 Perform the professional services for the above named Program of Requirements work in accordance with Attachment A, Scope of Work. These services include obtaining all required OWNER and regulatory agency input, obtaining and compiling all pertinent data, attending all meetings and conferences including recording notes and preparing and distributing minutes, developing a complete Program of Requirements in accordance with all applicable State and Federal regulations, codes, and requirements, providing deliverables and preparing material as may be required for the A/E's presentation of the Program of Requirements to the OWNER and other groups as set forth in Attachment A.
- 3.5 Grant the OWNER the right to use reproducible film positives, digital versions, and hard copies of all Program of Requirements documents prepared for this Project as the OWNER sees fit for purposes of the planning of future additions, alterations, and/or modifications

to the **Texas A&M University** facilities and such uses shall not be considered to be infringing upon any legal right the A/E may have in such works as established by the Copyright Act of 1976 (17 U.S.C., Section 101 et seq.) and shall only be used in accordance with current State Rules and Regulations of the Practice of Architecture and Engineering.

- 3.6 The OWNER may retain copies of documents, including digital copies, for information and reference in connection with the Program of Requirements. Because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the A/E reserves the right to retain the original tapes/disks.
- 3.7 Provide reports of fee payments to Historically Underutilized Business (HUB) firms as requested by OWNER.
- 3.8 A/E Point of Contact:

Earl Santee, Principal-in-Charge
Populous, Inc.
4800 Main Street, Suite 300
Kansas City, Missouri 64112

IV

CHANGES IN THE PROGRAM OF REQUIREMENTS

- 4.1 After approval of the Program of Requirements, if the A/E is caused extra drafting or other expenses due to significant scope changes ordered in writing by the OWNER and not the fault of the A/E, the A/E will be paid an equitable fee for such extra services and expenses. Additional payment to the A/E for accomplishing the changes will be in accordance with an agreed fee, approved in writing by the OWNER prior to performance of the service. Compensation will be based on hourly rates in accordance with the attached Labor Rate Schedule (Attachment B), limited by the maximum specified in the contract change. The fee shall be consistent with the applicable payment terms in Paragraph 1.2 adjusted, as mutually agreed upon, for the services required.
- 4.2 If the A/E is caused extra drafting or other expenses due to his own errors and/or omissions, he will make such corrections without additional fee.

V

TERMINATION OF CONTRACT

- 5.1 This Contract may be terminated by either party upon seven (7) days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination and such failure is not fully cured prior to the expiration of such seven (7) day period.

- 5.2 This Contract may be terminated at any time by the OWNER for its convenience upon at least fifteen (15) days' written notice to the A/E.
- 5.3 In the event of termination not the fault of the A/E, the A/E shall be compensated for all services satisfactorily performed to the termination date, together with approved Reimbursable Services/Expenses then due, provided A/E delivers to OWNER (i) statements, accounts, reports and other materials required for payment under this Contract and (ii) all reports, documents and other materials prepared by A/E prior to termination.

VI

SUCCESSORS AND ASSIGNMENT

The OWNER and the A/E each binds himself, his partners, successors, executors, administrators, and assigns to the other party of this Contract and to the partners, successors, executors, administrators, and assigns of such other party in respect to all covenants of this Contract. Neither the OWNER nor the A/E shall assign, sublet or transfer their interest in this Contract without written consent of the other.

VII

INSURANCE COVERAGE

The A/E shall obtain and maintain, for the duration of this Contract or longer as stated in subparagraph D below, the minimum insurance coverages set forth below. With the exception of Professional Liability (E&O), all coverage shall be written on an occurrence basis. All coverage shall be underwritten by companies authorized to do business in the State of Texas or eligible surplus lines insurers operating in accordance with the Texas Insurance Code and have a financial strength rating of A- and a financial strength rating of VII or better as measured by A.M. Best Company or otherwise acceptable to Owner. By requiring such minimum insurance, the Owner shall not be deemed or construed to have assessed the risk that may be applicable to the Architect/Engineer under this Contract. The A/E shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. The A/E is not relieved of any liability or other obligations assumed pursuant to this Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. No policy will be canceled without unconditional written notice to Owner at least ten days before the effective date of the cancellation.

Coverages	Limit
A. Worker's Compensation	
Statutory Benefits (Coverage A)	Statutory
Employers Liability (Coverage B)	\$1,000,000 Each Accident \$1,000,000 Disease/Employee \$1,000,000 Disease/Policy Limit

Workers' Compensation policy must include under Item 3.A. on the information page of the workers' compensation policy the state in which work is to be performed for [Member]. Workers' compensation insurance is required, and no "alternative" forms of insurance will be permitted.

B. Automobile Liability	
Owned Vehicles	\$1,000,000
Non-owned Vehicles	\$1,000,000
Hired Vehicles	\$1,000,000

Business auto liability insurance covering all owned, non-owned or hired automobiles, with limits of not less than \$1,000,000 single limit of liability per accident for bodily injury and property damage.

Option: If a separate business auto liability policy is not available, coverage for hired and non-owned auto liability may be endorsed on the commercial general liability policy

C. Commercial General Liability	
Aggregate Limit	\$2,000,000
Each Occurrence Limit	\$1,000,000
Premises and Operations	\$1,000,000
Personal/Advertising Injury	\$1,000,000
Products/Completed	\$1,000,000
Damage to rented Premises	\$ 300,000
Medical Payments	\$ 5,000

D. Professional Liability (E&O)

The A/E shall maintain Professional Liability covering wrongful acts, errors and/or omissions, including design errors of the A/E for damages sustained by reason of or in the course of performance of this Contract for three (3) years after the Project is complete. The Professional Liability insurance shall be in an amount of \$1,000,000 each claim/\$1,000,000 aggregate.

E. The A/E shall include The Texas A&M University System Board of Regents, The Texas A&M University System and Texas A&M University as additional insured on the Commercial General Liability and Automobile Liability policies, and the Workers' Compensation policy shall include a waiver of subrogation in favor of the Owner.

VIII

DISPUTE RESOLUTION

- 8.1 The dispute resolution process provided for in Chapter 2260 of the Government Code shall be used, as further described herein, by The Texas A&M University System and the A/E to attempt to resolve any claim for breach of Contract made by the A/E:
- 8.1.1 An A/E's claim for breach of this Contract that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, Subchapter B, of the Government Code. To initiate the process, the A/E shall submit written notice, as required by Subchapter B, to the Deputy Chancellor and Chief Financial Officer. Said notice shall specifically state that the provisions of Chapter 2260, Subchapter B, are being invoked. A copy of the notice shall also be given to all other representatives of The Texas A&M University System and the A/E otherwise entitled to notice under the parties' Contract. Compliance by the A/E with Subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, Subchapter C, of the Government Code.
 - 8.1.2 The contested case process provided in Chapter 2260, Subchapter C, of the Government Code is the A/E's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by The Texas A&M University System if the parties are unable to resolve their disputes under subparagraph 8.1.1 of this paragraph.
 - 8.1.3 Compliance with the contested case process provided in Subchapter C is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code. Neither the execution of this Contract by The Texas A&M University System nor any other conduct of any representative of The Texas A&M University System relating to this Contract shall be considered a waiver of sovereign immunity to suit.
- 8.2 The submission, processing and resolution of the A/E's claim is governed by the published rules adopted by the Office of Attorney General of Texas pursuant to Chapter 2260, as currently effective, hereafter enacted or subsequently amended. These rules are found at 1 T.A.C. Chapter 68.
- 8.3 Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by the A/E, in whole or in part.
- 8.4 The designated individual responsible on behalf of The Texas A&M University System for examining any claim or counterclaim and conducting any negotiations related thereto as required under §2260.052 of the Government Code shall be the Chairman of the Committee on Buildings and Physical Plant, Board of Regents, The Texas A&M University System.

- 8.5 The OWNER shall have the right to pursue any and all remedies available to it at law or in equity if A/E fails to perform the services with reasonable care and competence or fails to apply the technical knowledge and skill which is ordinarily applied by reasonably prudent architects or engineers practicing under similar circumstances and conditions. The A/E shall hold harmless and indemnify the OWNER from any liability arising out of negligent acts, errors, or omissions of the A/E in the performance of its professional services under this Contract.

IX

GENERAL CONDITIONS

- 9.1 **Texas Law to Apply:** This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Brazos County, Texas. Venue shall be in Brazos County, Texas.
- 9.2 **Parties Bound:** This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.
- 9.3 **Severability:** In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- 9.4 **Prior Agreements Superseded:** This Contract constitutes the sole and only agreement of the parties hereto with respect to the subject matter of this Contract and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.
- 9.5 It is the policy of the State of Texas, the Texas Procurement and Support Services and the A&M System to encourage the use of Historically Underutilized Businesses (HUBs) in our prime contracts, subcontractors and purchasing transactions. The goal of the HUB program is to promote equal access and equal opportunity in A&M System contracting and purchasing.

The Architect/Engineer agrees on allocating work to subcontractors (consultants) as listed (or indicated) on their HUB Subcontracting Plan, in accordance with The A&M System Policy on Historically Underutilized Businesses. No changes to the HUB Subcontracting Plan may be made unless approved in writing by the Owner. While this Contract is in effect and until the expiration of one year after completion, the Owner may require information from the Architect/Engineer, and may conduct audits, to assure that the HUB Subcontracting Plan is followed.

- 9.6 **Public Information.** Architect/Engineer acknowledges that Owner is obligated to strictly comply with the Public Information Act, Chapter 552, *Texas Government Code*, in

responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law.

Upon Owner's written request, Architect/Engineer will provide specified public information exchanged or created under this Agreement for or on behalf of A&M System to Owner in a non-proprietary format acceptable to Owner.

Architect/Engineer acknowledges that Owner **may be** required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), *Texas Government Code*.

Architect/Engineer acknowledges that the requirements of Subchapter J, Chapter 552 *Texas Government Code*, (added by SB 943 during the 86th Legislative Session) may apply to this Agreement and Architect/Engineer agrees that this Agreement can be terminated if the Architect/Engineer knowingly or intentionally fails to comply with a requirement of that subchapter.

9.7 The OWNER and the A/E hereby agree to the full performance of the covenants contained herein.

9.8 **CERTIFICATIONS:**

By agreeing to and signing this Contract, the A/E hereby makes the following certifications and warranties:

9.8.1 Delinquent Child Support Obligations. A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under a contract to provide property, materials, or services until all arrearages have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency. The Family Code requires the following statement: "Under Section 231.006, *Family Code*, the vendor or applicant certifies that the individual or business entity named in this Contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.

9.8.2 Prohibited Bids and Contracts. A state agency may not accept a bid or award a contract that includes proposed financial participation by a person who received compensation from the agency to participate in preparing the specifications or request for proposals on which the bid or contract is based. The Government Code requires the following statement: "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.”

- 9.8.3 Previous Employment. The A/E acknowledges and understands that Section 2252.901 of the Texas Government Code prohibits a state agency from using state appropriated funds to enter into any employment, professional services or consulting services agreement with any individual who has been previously employed, as an employee, by the agency within the past twelve (12) months. If the A/E is an individual, by signing this Contract, the A/E certifies that Section 2252.901 (as amended) of the Texas Government Code does not prohibit the use of state appropriated funds for satisfying the payment obligations herein.
- 9.8.4 Franchise or Margin Tax. If the A/E is subject to the Texas franchise tax, the A/E certifies that, upon the effective date of this Contract, it is either exempt from the obligation to pay franchise taxes or is not delinquent in the payment of franchise taxes. The A/E agrees that any false statement with respect to franchise tax status shall be a material breach hereof, and OWNER shall be entitled to terminate this Contract upon written notice thereof to the A/E.
- 9.8.5 Debt to State. Pursuant to Sections 2107.008 and 2252.903 of the Texas Government Code, the A/E acknowledges and agrees that, to the extent the A/E owes any debt or delinquent taxes to the State of Texas, any payments the A/E are owed under this Contract may be applied by the Comptroller of Public Accounts toward any debt or delinquent taxes the A/E owes the State of Texas until the debt or delinquent taxes are paid in full.
- 9.8.6 Certification regarding Boycotting Israel. Architect/Engineer acknowledges that Owner is obligated to comply with Chapter 2270, *Texas Government Code*. By executing this Agreement, Architect/Engineer certifies it does not and will not, during the performance of this Agreement, boycott Israel. Architect/Engineer acknowledges this Agreement may be terminated if this certification is inaccurate.
- 9.8.7 Certification regarding Business with Certain Countries and Organizations. Architect/Engineer acknowledges that Owner is obligated to comply with Subchapter F, Chapter 2252, *Texas Government Code*. By executing this Agreement, Architect/Engineer certifies it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Architect/Engineer acknowledges this Agreement may be terminated if this certification is inaccurate.
- 9.8.8 Prohibition on Contracts Related to Persons Involved in Human Trafficking. Under Section 2155.0061, Government Code, the vendor certifies that the individual or business entity named in this 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.
- 9.8.9 Architect/Engineer is responsible to ensure that employees participating in work


for any A&M System member have not been designated by the A&M System as Not Eligible for Rehire as defined in System policy [32.02, Section 4](#). Non-conformance to this requirement may be grounds for termination of this agreement.


[SIGNATURES PROVIDED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the day and year first written above.

BOARD OF REGENTS OF
THE TEXAS A&M UNIVERSITY SYSTEM
(THE OWNER)

POPULOUS, INC.
(THE ARCHITECT/ENGINEER)

By 
Deputy Chancellor and Chief Financial Officer

By 
(Signature)

Date 6-14-21

Earl E. Santee, FAIA
(Print or Type Name)

Date 06/10/2021

APPROVAL RECOMMENDED:



Chief Facilities Officer
Office of Facilities Planning & Construction

The Texas Board of Architectural
Examiners, PO Box 12337, Austin, Texas
78711 or 333 Guadalupe, Suite 2-350,
Austin, Texas 78711, telephone (512) 305-
9000, has jurisdiction over complaints
regarding individuals licensed under
Chapter 1051, Texas Occupations Code.

Date 6-14-21

Name(s) of individual(s), sole proprietors,
partner(s), shareholder(s) or owner(s) with
an ownership interest of at least 25% of the
business entity executing this Contract.

APPROVED AS TO FORM:


General Counsel

Name: _____

Name: _____

Name: _____

Date 6/14/2021

Name: _____

**CONTRACT FOR ARCHITECT/ENGINEER SERVICES
ATTACHMENT NO. 1
SCOPE OF WORK
THE BRIGHT BUILDING AREA DEVELOPMENT
PROGRAM OF REQUIREMENTS**

Prepare a Program of Requirements for The Bright Building Area Development facilities for Texas A&M University. The Basic Services to be provided in this Program of Requirements preparation include the following tasks.

Attachment A –

(Listing of tasks and deliverables as agreed in proposal.)

Attachment B –

(Compensation for services.)

ATTACHMENT A

TEXAS A&M BRIGHT COMPLEX DEVELOPMENT PROGRAMMING PHASE

SCOPE OF SERVICES AND ANTICIPATED DELIVERY SCHEDULE

UNDERSTANDING OF PROJECT

As described in the recently issued RFP, Texas A&M Athletics is planning the initial stages for the Bright Building Area Development Project on the College Station, Texas campus. The project will include the following components:

- Renovation of the Bright Building
- New Student Athlete Academic Center
- New Indoor Football Facility
- New outdoor practice field
- Site Improvements that include a Ceremonial entry drive and link to Aggie Park, new parking lots, and reconfiguration of the TV truck parking area adjacent to Kyle Field
- New construction/renovation at Kyle Field for additional premium products.

Texas A&M has identified a total project budget of \$147,000,000. This includes an Amount Available for Construction Contract (AACC) of \$113,000,000.

TASKS

The main goal of this initial phase of the project is to develop a Program of Requirements (PoR) document that defines the project's scope with the available budget. This PoR document will have sections devoted to the various project components outlined above. The design team will conduct meetings with Athletics and Facilities representatives to better understand the requirements for these areas so that they can be incorporated in to the final PoR document. Additionally, the design team's sports marketing consultant will review the current premium areas of Kyle Field and develop a market study with recommendations for proposed premium offerings. Refer to the proposed task description and timeline below for further detail:

Part A: Bright Complex Programming

Task	Task Description	Timeline
1	Kickoff meeting with TAMU Athletics and Facilities executive team representatives to review scope and discuss the "big picture" that will shape the development of the program. Design Team will also conduct initial round of interviews with key stakeholders of the various user groups.	Week 1
2	Based on the information gathered from the user groups meetings, the Design team will develop a draft program and initial concept plan diagrams to begin the study of the elements contained within the project.	Weeks 2-3
3	Client Review #1: Design team will review the draft program and plan diagrams from Task 2 with the respective user groups to solicit feedback.	Week 4

4	Based on the feedback received in Task 3, the Design team will further refine the Program and conceptual plans to reflect current requirements.	Weeks 5-6
5	Client Progress Review #2: The Design Team will review updated program and conceptual plans from Task 4 with the user groups in order to gather final thoughts to include in the PoR. The Design team will also meet with TAMU facilities representatives regarding existing utility infrastructure as well as future improvements planned for the project site.	Week 7
6	The Design Team will develop the draft PoR based on user group feedback as well as information gathered from Facilities and other site related data info. A final draft PoR document will be issued to the Client for review.	Week 8-9
7	Construction Cost Estimate. The Cost Estimator will evaluate the draft PoR and develop a conceptual construction budget for each of the program areas. This estimate will be reviewed with the Client representatives prior to completion of the final PoR.	Weeks 10-11
8	Upon acceptance of the conceptual budget by the Client, the Design Team will issue the Final PoR document. This document will contain sections for each of the program areas as requested by the Client.	Weeks 12-13

Part B: Kyle Field Marketing Analysis

This study performed by the Sports Marketing and Financial Consultant (CSL) will run concurrent with Part A above.

Task	Task Description	Timeline
1	Consultant will conduct market study kick-off meeting with Client representatives and tour Kyle field including all premium seating spaces.	Week 1
2	Consultant will obtain and analyze historical premium seating program at Kyle Field from 12 th Man Foundation – inventory, pricing, amenities, location, sell thru, turnover, wait lists, etc	Weeks 1-4
3	Consultant will benchmark TAMU against SEC and Top 20 attendance football premium in terms of premium seating programs and comparison of underlying demand drivers such as football attendance, alumni base, athletic donor base, and corporate base.	Weeks 1-6
4	Consultant will assess the competitive environment in the Texas A&M region to determine the best recommendations for Kyle Field.	Weeks 2-4
5	Consultant will determine TAMU's premium seating program penetration and saturation level compared to their collegiate peers.	Weeks 5-6
6	Consultant will conduct a survey of 12 th Man Foundation members, season ticket holders, single game ticket buyers and alumni to ascertain interest in premium seating options, price sensitivity, amenity preferences, design preferences, likely purchase behaviors, impact on sell thru of existing premium seating, etc.	Week 6-8

7	Based on the results of the survey, the Consultant will determine demand for new premium seating products.	Weeks 8-9
8	Consultant will review design, layout and amenities mix for premium seating program to ensure it meets market demand/expectations.	Weeks 8-12
9	Consultant will develop revenue and expense projections for the premium areas incorporating both operation costs as well as projected income.	Weeks 8-12
10	Consultant will determine funding capacity for stadium premium improvements project that could include donor recognition opportunities, corporate sponsorship programs and other funding sources.	Weeks 8-12
11	At the conclusion of the study, the Consultant will present results of market study to the Client's representatives and review the path going forward for the project.	Week 12

DELIVERABLES

Populous will provide the Client with progress program documents and conceptual plan studies for review and discussion as noted in the Task outline above. At the conclusion of the study, we will provide a final PoR document in the required format that will include the following material:

1. Conceptual Development Program that provides SF areas for the various components of the facility.
2. Colored 2D conceptual Site Master Plan that illustrates the Bright Complex site development including outdoor fields, parking, drives and access roads and other site features.
3. Architectural Design concepts: conceptual floor plans and 3D exterior rendered views (4 total).
4. Conceptual Construction budget estimate and schedule for the project.
5. This final package will be delivered to the Client in electronic PDF format and 5 hard copies.

As a separate deliverable, we will forward to the Client the final Marketing/Financial Study for Kyle Field proposed premium products in electronic PDF format and 3 hard copies.

ASSUMPTIONS/CLARIFICATIONS

1. This proposal includes the following design disciplines for this Programming Phase:
 - Architectural and Site Design
 - Programming Consultant
 - Structural Engineering
 - MEP/T Engineering
 - Civil Engineering
 - Food Service Design
 - Audio/Visual and Acoustics Design
 - Security Design
 - Life/Safety and Code Consultant
 - Accessibility Consultant
 - Construction Cost Estimate Consultant
 - Sports Marketing and Financial Consultant

2. Design Disciplines not listed above can be provided as an Additional Service if requested by the Client.
3. Populous assumes that the level of detail contained in the "Bright Building Renovation Program of Requirements" (dated 01/14/2014) is sufficient for this study. For the Student Athlete Academic Center we will also provide Room Data Sheets for typical spaces. If more information is required beyond what is contained in this previous document, we will provide the Client an additional service fee for approval.
4. The following trips to the Texas A&M campus are included in this proposal:

Part A. Bright Complex Programming: We have assumed three rounds of in-person meetings at the College Station campus. The assumption is that the user group meetings will be held concurrently:

- Task 1: Kickoff Meeting / Initial Interview Meetings (2 Days) – Architect and Programmer representatives
- Task 3: Client Progress Review Meeting #1 (1 Day) - Architect and Programmer representatives
- Task 5: Client Progress Review Meeting #2 (1 Day) – Architect, Programmer, Civil and MEP representatives

Part B: Kyle Field Market Analysis: we have assumed 2-3 trips of in-person meetings at the College Station campus with TAMU Athletics and 12MF team:

- Task 1: Kickoff Meeting / Tour of Kyle Field (1 Day) – CSL representative
- Task 11: Presentation of final Market Study (1 Day) – CSL representative
- Interim Review meeting if required by Client (1 Day) – CSL representative

ATTACHMENT B

TEXAS A&M BRIGHT COMPLEX DEVELOPMENT PROGRAMMING PHASE

COMPENSATION FOR SERVICES

BASIC SERVICES FEE (including Reimbursables)

The Basic Services fee for this scope of work is a Lump Sum amount of Four Hundred and Seventy Thousand Dollars (\$470,000.00). Reimbursable expenses as defined below are included in this fee.

REIMBURSABLE EXPENSES

Reimbursable expenses made part of the Basic Services Fee above include the cost for transportation, lodging and meals associated with travel; printing / reproduction costs; and courier and delivery services.

HOURLY BILLING RATES

Additional Services requested by the Client which are not included in this agreement will be invoiced to the Client on an Hourly Basis per our standard hourly rates.

**CONTRACT FOR ARCHITECT/ENGINEER SERVICES
ATTACHMENT NO. 2
PERSONNEL TITLES AND HOURLY RATES**

Firm/Position Classification

Hourly Billing Rate

Architect – Populous

Senior Principal	\$420.00
Senior Architect - PIC	\$325.00
Senior Project Manager	\$275.00
Senior Project Architect	\$275.00
Senior Project Designer	\$275.00
Architect	\$200.00
Project Manager	\$205.00
Project Architect	\$205.00
Project Designer	\$205.00
Architecture Designer III	\$155.00
Architecture Designer II	\$140.00
Architecture Designer I	\$120.00
Senior Planner	\$375.00
Planner	\$245.00
Senior Landscape Architect	\$250.00
Landscape Architect	\$165.00
Landscape Designer II	\$120.00
Landscape Designer I	\$110.00
Senior Interior Designer	\$220.00
Interior Designer	\$155.00
Interiors Designer III	\$140.00
Interiors Designer II	\$125.00
Interiors Designer I	\$110.00
Senior Graphic Designer	\$180.00
Graphic Designer	\$150.00
Graphics Designer II	\$130.00
Graphics Designer I	\$110.00
Computer Animation Specialist	\$200.00
Specifications Writer	\$205.00
Quality Coordinator	\$220.00
Intern	\$ 70.00
BIM Technician	\$115.00
Administrative Assistant	\$115.00

Consultants

Associate Architect – Harrison Kornberg Architects, LLC

Principal	\$240.00
Project Manager	\$185.00
Project Architect / Architect III / Architectural Staff III	\$175.00
Architect II / Architectural Staff II	\$140.00
Architect I / Architectural Staff I	\$120.00
Project Designer	\$125.00
Intern Architect	\$ 98.00
Administrative Staff	\$ 85.00

Architectural Programmer - Facility Programming and Consulting

Principal	\$235.00
Senior Programmer	\$195.00
Project Programmer	\$175.00

Structural Engineer – Martinez Moore

Senior Principal / Managing Principal	\$350.00
Principal	\$270.00
Senior Project Manager	\$270.00
Senior Consultant	\$260.00
Design Manager	\$210.00
Specialty Structures Engineer	\$210.00
Project Manager	\$190.00
Senior Engineer	\$165.00
Engineer	\$150.00
Graduate Engineer	\$130.00
Intern Engineer	\$ 85.00
Senior Technical Designer	\$190.00
Technical Designer	\$150.00
Senior Technical Modeler	\$135.00
Technical Modeler	\$105.00
Project Accountant	\$120.00
Senior Administrative Assistant	\$115.00
Administrative Assistant	\$ 90.00

MEP/IT Engineer - ME Engineers

Senior Principal	\$300.00
Principal	\$280.00
Associate Principal	\$260.00
Sr. Associate	\$240.00

A/E MP
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Associate	\$225.00
Senior Project Manager	\$215.00
Project Manager	\$190.00
Project Engineer	\$160.00
Designer	\$140.00
Sr. BIM Coordinator	\$130.00
BIM Coordinator	\$125.00
CAD Technician	\$115.00
Administrative Staff	\$110.00

Civil Engineering – JQ Infrastructure

Partner	\$275.00
Principal	\$235.00
Engineering Technical Lead	\$205.00
Senior Project Manager	\$195.00
Project Manager	\$165.00
Senior Project Engineer	\$150.00
Project Engineer	\$135.00
Senior CADD Technician	\$130.00
CADD Technician	\$100.00
Administrative Staff	\$ 90.00

Audio/Visual, Acoustics & Security Design - Wrightson, Johnson, Haddon & Williams, Inc.

Principal	\$200.00-\$225.00
Associate Principal	\$200.00
Senior Associate/Associate	\$185.00
Senior Consultant	\$175.00-\$185.00
Consultant	\$150.00-\$185.00
Senior Designer	\$150.00
Designer	\$125.00
BIM Specialist	\$ 90.00
Administration	\$ 60.00-\$80.00

Subconsultant – 4B Technology

Principal-in-Charge	\$225.00
Project Manager	\$190.00
Senior Consultant	\$170.00
Consultant	\$145.00
Revit Designer	\$140.00
Administrative Assistant	\$ 75.00

Fire & Life Safety Consultant - Howe Engineers

Principal	\$230.00
Associate Principal	\$215.00
Project Director	\$210.00
Project Manager	\$185.00
Senior Engineer	\$175.00
Associate Engineer/Consultant	\$160.00
Fire Protection Consultant	\$145.00
Fire Protection Designer	\$110.00
Fire Protection Technician	\$ 95.00

Food Service Design - S2O Consultants, Inc.

Principals	\$225.00
Project Manager	\$200.00
Associates	\$175.00
REVIT / CAD	\$150.00

Cost Estimating Consultant - Project Cost Resources, Inc.

Principal	\$200.00
Cost Manager	\$165.00
Senior Estimator	\$155.00
Estimator	\$ 70.00

Accessibility Consultant - Access by Design

Principal	\$200.00
Senior Accessibility Consultant	\$170.00
Associate Accessibility Consultant	\$120.00
Clerical Staff	\$ 75.00

Sport Marketing & Financial Consultant - CSL

Principal / Vice President	\$295.00
Director	\$245.00
Manager	\$195.00
Analyst	\$145.00
Administrative	\$100.00