

AGREEMENT

BETWEEN

THE BOARD OF REGENTS OF THE TEXAS A&M UNIVERSITY

SYSTEM

AND

WEST EAST DESIGN GROUP, LLC,

ARCHITECT/ENGINEER

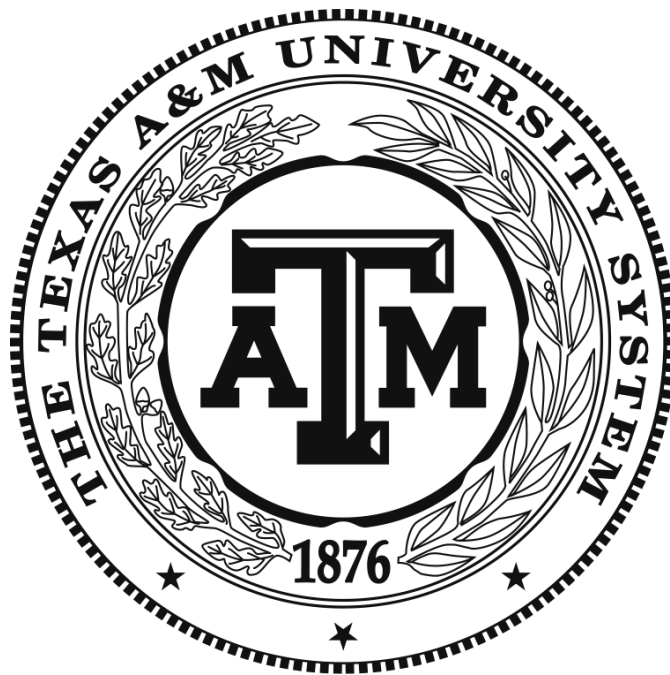


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**AGREEMENT
BETWEEN
THE BOARD OF REGENTS OF THE TEXAS A&M UNIVERSITY
SYSTEM
AND
WEST EAST DESIGN GROUP, LLC,
ARCHITECT/ENGINEER**

This Agreement is effective as of November 10, 2015 (the “Effective Date”), by and between the **BOARD OF REGENTS OF THE TEXAS A&M UNIVERSITY SYSTEM** (“Owner”) and West East Design Group, LLC, Architect/Engineer (the “Architect/Engineer” or “A/E”) for the: Joint Library Facility Module 2 construction project (the “Project”).

Owner intends to construct the Project at Texas A&M University - Riverside Campus, Bryan, Texas, for which, under a total cost allocation, Three Million Six Hundred Thousand and no/100 dollars (\$3,600,000.00) is the Amount Available for the Construction Contract (“AACC”).

**Article 1
Architect/Engineer’s Services and Responsibilities**

The Architect/Engineer shall provide the usual and customary Basic Services necessary and reasonably inferable to complete the Project and each phase of the project described in Paragraphs 1.2 through 1.6 below, along with any Additional Services requested by the Owner.

1.1 Architect/Engineer’s Basic Services

1.1.1 Basic Services. The Architect/Engineer’s Basic Services include all disciplines identified in Article 15 and all related usual and customary design, consultant, and other services necessary and reasonably inferable to complete the Project, or any phase of the Project, in accordance with the Owner’s requirements and the terms of this Agreement.

1.1.2 Reimbursable Services. Reimbursable Services are the services specifically identified in Paragraph 15.2 that are provided by the Architect/Engineer in conjunction with the delivery of Basic Services under this Agreement. Compensation for Reimbursable Services will be made when the services are complete.

1.1.3 The Program of Requirements (see Article 2) describes the intended project scope and character along with the anticipated Project Schedule and the Preliminary Project Cost. The Program of Requirements is incorporated herein by reference. It is the Architect/Engineer’s responsibility to review and understand the requirements of the Program of Requirements and to perform professional services so as to achieve those objectives.

1.1.4 The Amount Available for the Construction Contract (“AACC”) for this Project is specified in Article 15. The Architect/Engineer is responsible for managing the design of the

1.1.4 The Amount Available for the Construction Contract (“AACC”) for this Project is specified in Article 15. The Architect/Engineer is responsible for managing the design of the Project so that the total construction cost does not exceed the Amount Available for the Construction Contract. Evaluations of the Owner’s budget for the Project and Estimated Construction Costs prepared by the Architect/Engineer represent the Architect/Engineer’s judgment as a design professional familiar with the construction industry. Bids or negotiated prices may vary from the Owner’s budget for the Project, or from the Estimated Construction Costs prepared or agreed to by the Architect/Engineer.

1.1.5 The Owner may require the Architect/Engineer to provide services for the Project in up to three packages. Each package shall have a unique AACC, which will be a part of the overall project AACC. The Architect/Engineer is responsible for managing the design of each package so that the total construction cost for such package does not exceed the AACC for that package. The Architect/Engineer is responsible for managing the design of the Project so that total contract costs of all packages do not exceed the Project’s overall AACC.

1.1.6 The Architect/Engineer shall manage the design of the Project to achieve the Program of Requirements’ objectives of scope and cost through completion and acceptance of the Construction Documents phase. The Architect/Engineer shall advise the Owner of any adjustments to the scope or quality of the Project necessary to comply with the Amount Available for the Construction Contract during design development as part of Basic Services.

1.1.7 The Architect/Engineer shall submit the names of all consultants, persons, or firms, that the Architect/Engineer proposes to use in the execution of its services and shall provide the Owner, upon request, with a fully executed copy of each contract or agreement that the Architect/Engineer enters into with any consultant. The Architect/Engineer is responsible for coordinating the work of all of its consultants such that their services are appropriate for and adequately incorporated into the design of the Project. The Owner reserves the right, in its sole discretion, to reject the employment by Architect/Engineer of any consultant for the Project to which Owner has a reasonable objection. Architect/Engineer, however, shall not be required to contract with any consultant to which it has a reasonable objection.

1.1.8 The Architect/Engineer shall pay for its consultants’ services out of its fees. The Owner is not responsible for any consultant fees or costs unless expressly agreed to in writing.

1.1.9 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 Agreement 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.

1.1.10 The Architect/Engineer shall, consistent with the AACC design the Project to incorporate current systems technology as appropriate to the stated mission of the institution and the programmed functional activities. The technology shall be compatible with any existing facility and acceptable to the Owner.

1.1.11 The Architect/Engineer shall perform its services in accordance with the Owner furnished "Facility Design Guidelines", a digital copy of which has been provided to Architect/Engineer and is incorporated herein by reference.

1.1.12 The Architect/Engineer shall design the Project in accordance with the approved Campus Master Plan, a copy of which will be made available to Architect/Engineer.

1.1.13 Basic design services shall include incorporation of the provisions of the Energy Conservation Design Standard for New State Buildings as administered by the State Energy Conservation Office (SECO), State Comptroller's Office of the State of Texas. Architect/Engineer shall provide the Owner with the SECO Compliance Certification and associated compliance documentation as required.

1.1.14 The Architect/Engineer, as part of Basic Services, shall provide an economic evaluation for the potential of renewable energy applications pursuant to SECO requirements using RETScreen International Clean Energy Project Analysis software. Analysis shall include solar energy, biomass energy, geothermal energy and wind energy.

1.1.15 Basic design services shall include analysis and incorporation of on-site water reclamation technologies, pursuant to Section 447.004 *Texas Government Code*. Architect/Engineer shall provide the Owner with the SECO Compliance Certification and associated compliance documentation as required.

1.1.16 The Architect/Engineer, as a part of Basic Services, shall employ sustainable design principles based on LEED 2009 as established by the U.S. Green Building Council. Specifically employ those principles pertaining to energy and water conservation and indoor environmental quality. Any energy modeling and/or daylighting studies, required to achieve these principles shall be included as part of Basic Services. If the Owner chooses to pursue certification, registration and documentation with the U.S. Green Building Council, any such services provided by the Architect/Engineer will be an Additional Service. The LEED Green Building Rating System and other similar environmental guidelines (collectively "LEED") utilize certain design and usability recommendations on a project in order to promote an environmental friendly and energy efficient facility. In addressing these guidelines, the Architect/Engineer shall perform its services in accordance with that degree of skill and care ordinarily exercised by similarly situated members of the Architect/Engineer's profession involved in the design of similar projects in the same locale as the Project.

1.1.17 Architect/Engineer shall use reasonable care consistent with the foregoing standard in interpreting and designing in accordance with LEED. Architect/Engineer shall not be responsible for Contractor's failure to adhere to the Contract Documents and any applicable laws, codes and regulations incorporated therein, nor for any changes to the design made by the Owner without the direct participation and written approval of the Architect/Engineer.

1.1.18 The Architect/Engineer, as a part of Basic Services, shall provide life cycle cost analysis of major systems and materials to optimize the operating, maintenance and initial costs as well as to support Paragraph 1.1.16.

1.1.19 The Architect/Engineer, as part of Basic Services, shall engage a recognized and experienced construction cost estimating consultant acceptable to the Owner to prepare detailed Estimated Construction Costs of the Project in a form acceptable to the Owner following the Construction Specifications Institute (CSI) MasterFormat 2004. Updated Estimates shall be included with the Plans and Specifications submitted for review at completion of the Schematic Design phase, Design Development phase and at the stages of completion of the Construction Documents required in Article 15. If the Estimated Construction Cost exceeds the Amount Available for the Construction Contract at any time, the Owner will determine whether to increase the Amount Available for the Construction Contract or require the Architect/Engineer to revise the Project scope or quality to comply with the Amount Available for the Construction Contract at no additional cost to Owner. Reductions in Project scope or quality are subject to Owner's review and approval. If the Estimated Construction Cost is below the Amount Available for the Construction Contract, the Owner and Architect/Engineer shall mutually agree on changes to the project scope or the Amount Available for the Construction Contract.

1.1.20 The Architect/Engineer shall submit documents to the Owner for review at completion of the Schematic Design and Design Development phases and at the stages of completion of the Construction Documents as described in Article 15. The Architect/Engineer shall incorporate into the documents such corrections and amendments as the Owner requests, unless the Architect/Engineer provides the Owner with the Architect/Engineer's reasonable objection to such corrections or amendments. The Architect/Engineer will be responsible for any damages incurred by the Owner to the extent they are found to be caused by Architect/Engineer's failure to incorporate requested corrections and amendments to the documents.

1.1.21 Owner will utilize a review and comment form to record all comments during the document reviews and will provide its review comments to Architect/Engineer. The Architect/Engineer shall provide a detailed written response to each of the Owner's review comments indicating where and how they have been addressed in the design documents. At each required document submittal stage, the Architect/Engineer shall include the completed comment form from the preceding submittal along with a cover letter signed by a firm principal affirming that the previous review comments have been fully addressed in the current submittal. Failure to respond to the previous comments or to provide the written affirmation may result in reduction or rejection of the Architect/Engineer's then current Statement for Architectural/Engineering Services until a proper response is obtained. Owner's approval of the revised drawing shall not be deemed to be an approval of any unlisted changes, and any costs or expense for any Architect/Engineer's additional services subsequently incurred for such unlisted changes shall be borne by Architect/Engineer.

1.1.22 The Architect/Engineer, as part of Basic Services, shall become sufficiently familiar with the existing facilities, systems and conditions at the Project site so that the proposed Project will properly interface functionally with them.

1.1.23 Architect/Engineer agrees and acknowledges that Owner is entering into this Agreement in reliance on Architect/Engineer's represented professional abilities with respect to performing Architect/Engineer's services, duties, and obligations under this Agreement. Architect/Engineer agrees to use Architect/Engineer's professional efforts, skill, judgment, and

abilities in performing Architect/Engineer's services. Architect/Engineer shall perform its services diligently and shall endeavor to further the interest of the Owner in accordance with Owner's requirements and procedures. Architect/Engineer shall perform its services in accordance with the usual and customary professional standards of care, skill and diligence consistent with good architectural practices for architectural firms in Texas that provide professional design services for projects that are similar in size, scope, and budget to the Project (the "Standard of Care"). Subject to this Standard of Care, Architect/Engineer 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 Architect/Engineer that will limit or prevent performance by Architect/Engineer of its services. Architect/Engineer 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.

1.1.24 Architect/Engineer shall take reasonable precautions to verify the accuracy and suitability of any drawings, plans, sketches, instructions, information, requirements, procedures, requests for action, and other data supplied to Architect/Engineer (by Owner or any other party) that Architect/Engineer uses for the Project. Architect/Engineer shall identify to the Owner in writing any such documents or data which, in Architect/Engineer's professional opinion, are unsuitable, improper, or inaccurate in connection with the purposes for which such documents or data are furnished. Owner does not warrant the accuracy or suitability of such documents or data as are furnished unless Architect/Engineer advises Owner in writing that in Architect/Engineer's professional opinion such documents or data are unsuitable, improper, or inaccurate and Owner confirms in writing that it wishes Architect/Engineer to proceed in accordance with the documents or data as originally given.

1.1.25 Architect/Engineer's services shall be free from any material errors or omissions in accordance with the Standard of Care. Neither acceptance nor approval of Architect/Engineer's services by the Owner shall relieve Architect/Engineer of any of its professional duties or release it from any liability, it being understood that Owner is, at all times, relying upon Architect/Engineer for its skill and knowledge in performing Architect/Engineer's services. Owner shall have the right to reject any of Architect/Engineer's services because of any fault or defect in the Project due to any material errors or omissions in the Plans, Drawings, Specifications, and other materials prepared by Architect/Engineer or its consultants. Upon notice of any such errors or omissions, Architect/Engineer shall promptly provide any and all services necessary to correct or remedy them at no additional cost to the Owner. Architect/Engineer's obligation to correct its errors and omissions 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.

1.1.26 The Architect/Engineer shall not proceed to any phase of design not expressly authorized by the Owner, except at the Architect/Engineer's own financial risk.

1.1.27 Architect/Engineer agrees to furnish efficient business administration and superintendence and to use Architect/Engineer's professional skill to design the Project in an expeditious and economical manner consistent with the interest of Owner and Architect/Engineer's professional skill and care.

1.1.28 Architect/Engineer shall allocate adequate time, personnel and resources as necessary to perform its services. Architect/Engineer's Senior Principal(s) responsible for managing the Project and while employed by Architect/Engineer shall not be changed without the prior written approval of the Owner. The day-to-day Project Team will be led by the Senior Principal(s) unless otherwise directed by Owner or prevented by factors beyond the control of Architect/Engineer. The Senior Principal(s) shall act on behalf of Architect/Engineer with respect to all phases of Architect/Engineer's Services and shall be available as reasonably required for the benefit of the Project and Owner.

1.1.29 Architect/Engineer shall review any applicable documents provided by the Owner and the visible existing conditions at the Project site to identify existing systems and construction which must be modified to accommodate the Architect/Engineer's design for the Project and the construction of the Project. The Architect/Engineer shall identify to Owner any observable discrepancies between the documents and visible conditions, and shall consult with the Owner on any special measures, services or further investigations required for Architect/Engineer to perform its services in accordance with the Standard of Care. This review shall be accomplished by registered, professional architects and engineers, as appropriate.

1.1.30 When the Project is subject to Texas Commission on Environmental Quality (TCEQ) regulations, Architect/Engineer shall coordinate all related design efforts, including the civil engineer and landscape architect, so that consideration of site design and Best Management Practices (BMP) are integrated.

1.1.31 Insurance Coverage. The Architect/Engineer shall obtain and maintain, for the duration of this Agreement 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- or better 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 Agreement. The Architect/Engineer shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. The Architect/Engineer is not relieved of any liability or other obligations assumed pursuant to this Agreement 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	
General 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 Operations	\$1,000,000
Damage to rented Premises	\$ 300,000
Medical Payments	\$ 5,000

D. Professional Liability (E&O)

The Architect/Engineer shall maintain Professional Liability; covering wrongful acts, errors and/or omissions, including design errors of the Architect/Engineer for damages sustained by reason of or in the course of performance of this Agreement for three (3) years after the Project is substantially complete. The professional liability insurance shall be in an amount based on the AACC and determined by the following chart:

AACC Limit	
\$0 - \$20,000,000	\$1,000,000 each claim / \$ 2,000,000 aggregate
\$20,000,001 - \$60,000,000	\$2,000,000 each claim / \$ 4,000,000 aggregate
\$60,000,001 - \$90,000,000	\$3,000,000 each claim / \$ 6,000,000 aggregate
\$90,000,001 - \$120,000,000	\$4,000,000 each claim / \$ 8,000,000 aggregate
\$120,000,001 – higher	\$5,000,000 each claim / \$10,000,000 aggregate

1.1.32 Architect/Engineer 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.

1.1.33 The Owner may select a Program Manager for this Project, and the Architect/Engineer shall coordinate its services with the Program Manager. The Owner may direct the Architect/Engineer to recognize the Program Manager as its representative for the performance of various duties which are otherwise defined as the responsibility of the Owner. Architect/Engineer hereby acknowledges such appointment.

1.1.34 The Architect/Engineer shall utilize Building Information Modeling (BIM) authoring software and BIM based design processes to produce model(s) for this project. The Architect/Engineer shall be knowledgeable of BIM use for all phases of the design and utilize data, graphics, and drawings derived from the model for decision making support and construction documentation as part of Basic Services. The Building Information Modeling (BIM) software shall be compliant with the current version of the Industry Foundation Class file format.

1.1.35 BIM is defined in the National Building Information Modeling Standard as a digital representation of physical and functional characteristics of a facility. As such it serves as a shared knowledge resource for information about a facility forming a reliable basis for decisions during its life-cycle from inception onward. A basic premise of BIM is collaboration by different stakeholders at different phases of the life cycle of a facility to insert, extract, update or modify information in the BIM process to support and reflect the roles of that stakeholder. The BIM is a shared digital representation founded on open standards for interoperability.

1.1.36 During the design process the model(s) shall, at a minimum be utilized for Design Authoring, Design Reviews, Space Tracking, Cost Estimation, 3D Coordination, Facilities Management Data and Record Modeling.

1.1.37 During the bidding process the design team shall be required to provide the models and derived drawings to all proposers upon request.

1.1.38 During the construction process it is intended that the contractor utilize the model(s) for 3D Coordination, Fabrication and Facilities Management Data.

1.1.39 The Architect/Engineer shall develop a project BIM Execution Plan documenting BIM uses, analysis technologies and workflows. The BIM Execution Plan shall be submitted to the Owner within 30 days of the execution of this Agreement.

1.1.40 The Architect/Engineer is responsible for setting up and organizing the BIM and the data contained within for compatibility with the latest version of COBie (Construction Operations Building Information Exchange). Further, the Architect/Engineer will be required to provide information and possibly input data into either the model and/or data into the COBie data file. If the system member is utilizing a specific facilities management software system then steps shall be taken to organize COBie data in a way to match information mapping from COBie to the facilities management software.

1.1.41 The Architect/Engineer shall utilize Owner's project management software application e-Builder® as the primary system for all project documentation through all phases of the Project. Architect/Engineer shall follow Owner's guidelines on the use of e-Builder®.

1.1.42 The Architect/Engineer shall at each stage of review described in Paragraph 15.7 follow the naming standards set forth in the Facility Design Guidelines and upload to e-Builder® all Drawings, Specifications and basis of design in PDF file format. The Architect/Engineer shall, in addition to PDF format, upload to e-Builder® model(s) and drawings in native file format (i.e. RVT and DWG) of the final submission of Schematic Design, Design Development and Construction Documents,. The Architect/Engineer shall incorporate into the model(s), Drawings and Specifications such changes as are necessary to satisfy the Owner's written review comments or published meeting minutes, any of which may be appealed in writing for good cause.

1.1.43 Architect/Engineer, at the Architect/Engineer's expense, at each stage of review described in Paragraph 15.7, shall furnish and deliver to the Owner the number of complete printed copies of all Drawings, Specifications and basis of design as enumerated in paragraph 15.7, which copies shall become the property of the Owner. The Architect/Engineer shall pay for the reproduction of all Plans, Specifications and other documents for use by the Architect/Engineer and its consultants.

1.1.44 The Architect/Engineer shall cooperate and coordinate design and construction services with other services provided to Owner under separate contracts. Separate contracts may include, but are not necessarily limited to, the following:

- a). Owner supplied furnishings and equipment.
- b). Owner's document review services.
- c). Owner's quality assurance services.

1.2 Schematic Design Phase

1.2.1 Based on the mutually agreed upon Program of Requirements, Amount Available for the Construction Contract and the Project Schedule, the Architect/Engineer shall prepare sufficient alternative approaches utilizing BIM/3D for design and construction of the Project to satisfy Owner's requirements and shall, at completion of this phase, submit Schematic Design Documents in accordance with "Facility Design Guidelines" and any additional requirements set forth in Article 15. The Architect/Engineer shall review alternative approaches to design and construction for the Project and the Schematic Design Documents as they are being prepared at intervals appropriate to the progress of the Project with the Owner at the Project site or other location specified by the Owner within the State of Texas.

1.2.2 Architect/Engineer shall provide all services necessary to perform the services of this phase (preparation of Schematic Design Documents) including, without limitation, unless otherwise approved by Owner, the preparation and prompt delivery of all items specified in "Facility Design Guidelines"

1.2.3 Architect/Engineer shall work closely with Owner in preparation of schematic drawings and shall specifically conform to Owner's requirements regarding aesthetic design issues.

1.2.4 The Architect/Engineer shall direct the preparation of a detailed Estimated Construction Cost as described in Sub-paragraph 1.1.19 to confirm compliance with the Amount Available for the Construction Contract and include it with the completed Schematic Design Documents. The Architect/Engineer shall advise the Owner of any adjustments to the project scope necessary to align the cost estimate and the project budget with the established Amount Available for Construction Contract and revise the Schematic Design Documents as may be required.

1.2.5 Before proceeding into the Design Development Phase, the Architect/Engineer shall obtain Owner's written acceptance of the Schematic Design documents and approval of the Architect/Engineer's preliminary Estimated Construction Cost and schedule.

1.2.6 The Architect/Engineer shall participate in a final review of the Schematic Design Documents with the Owner at the Project site or other location specified by Owner in the State of Texas. Prior to the Owner's approval of the Schematic Design Documents, the Architect/Engineer shall incorporate such changes as are necessary to satisfy the Owner's review comments, any of which may be appealed for good cause.

1.3 Design Development Phase

1.3.1 Based on the approved Schematic Design Documents and any adjustments to the Program of Requirements or Amount Available for the Construction Contract authorized by the Owner, the Architect/Engineer shall prepare utilizing BIM/3D, for approval by the Owner, 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 "Facility Design Guidelines" and any additional requirements set forth in Article 15. The Architect/Engineer shall review the Design Development Documents as they are being prepared at intervals appropriate to the progress of the Project with the Owner at the Project site or other location specified by Owner in the State of Texas.

1.3.2 The Architect/Engineer shall direct the preparation of a detailed Estimated Construction Cost as described in Sub-paragraph 1.1.19 to confirm compliance with the Amount Available for the Construction Contract and include it with the completed Design Development Documents. The Architect/Engineer shall advise the Owner of any adjustments to the project scope necessary to align the cost estimate and the project budget with the established Amount Available for Construction Contract and revise the Design Development Documents as may be required.

1.3.3 Before proceeding into the Construction Document Phase, the Architect/Engineer shall do coordination, aggregation and "clash detection" to remove conflicts in design between disciplines and obtain Owner's written acceptance of the Design Development documents and approval of the mutually established Amount Available for the Construction Contract and schedule.

1.3.4 The Architect/Engineer shall prepare presentation materials as defined in “Facility Design Guidelines” at completion of Design Development and if so requested shall present same to the Board of Regents at a regular meeting where scheduled within the state.

1.3.5 The Architect/Engineer 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.

1.3.6 Architect/Engineer shall assist the Owner, if requested, with seeking approval of the Project by the Texas Higher Education Coordinating Board (THECB). Such assistance shall include (i) the preparation of a listing of the rooms and square footages in the Project, and (ii) the preparation of project cost information, in accordance with THECB Guidelines. This information shall be provided at the completion of the Design Development Phase when requested by the Owner. The listing of rooms and square footages shall then be updated to reflect any changes occurring during construction and provided to the Owner at Substantial Completion.

1.4 Construction Document Phase

1.4.1 Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the Amount Available for the Construction Contract authorized by the Owner, the Architect/Engineer shall prepare utilizing BIM/3D, for approval by the Owner, Construction Documents consisting of Drawings, Schedules and Specifications in accordance with Owner’s written requirements setting forth in detail the requirements for construction of the Project, including, without limitation, “Facility Design Guidelines”. The Plans, Drawings and Specifications for the entire Project shall be prepared so that the construction of the building and related facilities, together with its built-in permanent fixtures and equipment which will cost not more than the Amount Available for the Construction Contract established by Owner. The Architect/Engineer will be responsible for managing the design to stay within the Amount Available for the Construction Contract. The Architect/Engineer shall review the Construction Documents as they are being prepared at intervals appropriate to the progress of the Project with the Owner at the Project site or other location specified by Owner in the State of Texas.

1.4.2 As a part of Construction Documents Phase, Architect/Engineer shall accomplish model coordination, aggregation and “clash detection” to remove conflicts in design between systems, structures and components. Architect/Engineer shall demonstrate and provide written assurance to Owner that all conflicts/collisions between models have been resolved

1.4.3 The Architect/Engineer shall advise the Owner on matters such as construction phasing and scheduling, bid or proposal alternates, liquidated damages, the construction contract time period, and other construction issues appropriate for the Project.

1.4.4 The Architect/Engineer shall assist the Owner in connection with the Owner’s responsibility and procedures for obtaining approval of all building and accessibility authorities having jurisdiction over the Project.

1.4.5 The Architect/Engineer shall provide coordination and inclusion of sequence of operations for all operable systems in the facility as defined by Owner during Design Development.

1.4.6 The Architect/Engineer shall direct the preparation of a detailed Estimated Construction Cost as described in Sub-paragraph 1.1.19 to confirm compliance with the Amount Available for the Construction Contract and include it with the completed Construction Documents. The Architect/Engineer shall advise the Owner of any adjustments to the project scope necessary to align the cost estimate and the project budget with the established Amount Available for Construction Contract and revise the Construction Documents as may be required.

1.4.7 The Architect/Engineer shall participate in a final review of the Construction Documents with the Owner at the Project location or other location specified by Owner in the State of Texas. Prior to the Owner's approval of the Construction Documents, the Architect/Engineer shall incorporate such changes as are necessary to satisfy the Owner's review comments.

1.4.8 Before proceeding into the Bidding and Proposal Phase, the Architect/Engineer shall obtain Owner's written acceptance of the Construction Documents and approval of the Final Amount Available for the Construction Contract as approved by the Board of Regents.

1.5 Bidding and Proposal Phase

1.5.1 The Architect/Engineer shall assist the Owner in obtaining and evaluating bids or proposals, and assist in awarding contracts for construction, including preparation for and attendance at Pre-proposal Conferences and HUB meetings. Architect/Engineer 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. The Architect/Engineer shall maintain a register of bid and proposal documents, distribute documents to bidders, proposers, and plan rooms, and obtain and administer deposits.

1.5.2 The Architect/Engineer shall investigate the responsibility of apparent low bidders or proposers and inform Owner in writing of its findings and recommendations. For proposers selected by qualifications and by competitive sealed proposals, the Architect/Engineer shall investigate qualifications and other pertinent proposal information and inform the Owner in writing of its findings and recommendations. The Architect/Engineer shall assist the Owner with any contract negotiations with the selected Contractor.

1.5.3 In the event the best value proposal received for the Project exceeds the Final Amount Available for Construction Contract established at the completion of the Construction Document Phase, the Architect/Engineer, without charge to the Owner, and if so directed by Owner, shall revise the drawings and specifications as necessary to bring the cost of the Project within the Final Amount Available for Construction Contract. The Owner reserves the right to accept a proposal and award a construction contract that exceeds the Final Amount Available for Construction Contract, if such award is determined by Owner to be in the Owner's best interest.

1.5.4 The Architect/Engineer shall provide the models and drawings in native file format to all bidders upon request.

1.6 Construction Phase - Administration of the Construction Contract

1.6.1 The Construction Phase shall commence with the award of the Contract for Construction and issuance of a Notice to Proceed with Construction Services and terminate sixty (60) days after Final Payment to the Contractor is made, or when all of Architect/Engineer's services have been satisfactorily performed, whichever occurs later.

1.6.2 Architect/Engineer shall provide administration of the Contract for Construction as set forth below and in the edition of the "Facility Design Guidelines" current as of the date of this Agreement.

1.6.3 The Architect/Engineer shall provide the design intent models and drawings derived from the models in native and IFC format for the contractor's use during construction

1.6.4 The Architect/Engineer shall provide updated documents at each Contractor's monthly meeting and when requested.

1.6.5 The Architect/Engineer shall review the Contractor's list of proposed subcontractors for the Work, initial administrative submittals for Project Schedule, Schedule of Values and Submittal Schedule to establish appropriate bases for construction monitoring, payment processing, and system commissioning. The Architect/Engineer shall identify necessary revisions to the documents in writing to the Contractor and recommend acceptance of the documents by the Owner when appropriate. The Architect/Engineer shall review periodic updates of all schedules with Owner and Contractor to evaluate appropriateness.

1.6.6 The Architect/Engineer shall have authority to act on behalf of the Owner to the extent provided in the Contract Documents. Duties, responsibilities and limitations of authority of the Architect/Engineer shall not be restricted, modified or extended without written acceptance of the Owner.

1.6.7 Site Visits. The Owner and Contractor will have weekly meeting during the construction period. The Architect/Engineer shall visit the site at least once each month during the entire construction period to observe the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. Each of Architect/Engineer's consultant shall visit the site at least once each month during construction activities related to the consultant's discipline to observe the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. Architect/Engineer and its consultants shall document its site visits and meetings in e-Builder®. The Architect/Engineer shall not be required to make exhaustive or continuous onsite visits to inspect the quality or quantity of the Work.

- a) On the basis of the onsite observations, the Architect/Engineer shall keep the Owner informed of the progress and quality of the Work, and shall endeavor to guard the Owner against defects and deficiencies in the Work of the Contractor. Architect/Engineer shall notify Owner and the Contractor in writing of any portions of the work which Architect/Engineer has observed as not being in conformity with the Construction Documents and make recommendations as to correction of the deficiencies or defects. Architect/Engineer shall make its site

representative available and shall consult with Owner and the Contractor on the occasion of all circumstances arising during the course of construction which would make such consultation in Owner's interests.

- b) In addition to site visits for general observation, the Architect/Engineer and its consultants shall visit the site for specific purposes related to certification of progress payments, pre-installation meetings, start-up or mock-up reviews for significant work activities and for formal inspections of the Work. The Architect/Engineer and its consultants shall provide written reports of all site visits to the Owner and Contractor.

1.6.8 The Architect/Engineer 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 Work, for the acts or omissions of the Contractor, Subcontractors or any other persons performing any of the Work, or for the failure of any of them to carry out the Work in accordance with the Contract Documents.

1.6.9 The Architect/Engineer shall at all times have access to the Work wherever it is in preparation or progress.

1.6.10 The Architect/Engineer shall determine the amounts owing to the Contractor based on its periodic observations of Work placed at the site and on evaluations of the Contractor's Application for Payment, and shall coordinate its review and evaluation with the Owner's representatives, and shall certify Contractor's online Application for Payment in an appropriate amount.

1.6.11 The certification of a Contractor's Application for Payment shall constitute a representation by the Architect/Engineer to the Owner, based on the Architect/Engineer's observations at the site and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated; that, to the best of the Architect/Engineer's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to the results of any subsequent tests required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in the Contractor's Application for Payment); and that the Contractor is entitled to payment in the amount certified. However, the approval of a Contractor's Application for Payment shall not be a representation that the Architect/Engineer has made any examination to ascertain how and for what purpose the Contractor has used the monies paid on account of the Contract Sum.

1.6.12 The Architect/Engineer shall be the interpreter of the technical requirements of the Contract Documents and the judge of the performance of the work of the Contractor. The Architect/Engineer 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 Contractor, and shall render written recommendations within a reasonable time, on all claims, disputes and other matters in question between the Owner and the Contractor relating to the execution or progress of the Work or the interpretation of the Contract Documents.

1.6.13 Interpretations and recommendations of the Architect/Engineer shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in written or graphic form.

1.6.14 Subject to approval of the Owner, the Architect/Engineer's decisions in matters relating to artistic effect shall be final if consistent with and reasonably inferable from the intent of the Contract Documents.

1.6.15 The Architect/Engineer and its consultants shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for conformance with the design concept of the Work set forth in the Contract Documents, and shall respond to Contractor's inquiries and questions and provide supplemental information as appropriate. Action on submittals shall be taken with reasonable promptness to cause no delay to the Contractor's scheduled progress, but in any event no more than fourteen (14) days after receipt. The Architect/Engineer's approval of a specific item shall not indicate approval of an assembly of which the item is a component. The Architect/Engineer's review shall not constitute approval of any construction means or methods.

1.6.16 Architect/Engineer shall clarify and interpret the intent and scope of the Construction Documents and, if necessary or appropriate, issue supplemental documents and 3D views to amplify or explain portions of the Construction Documents.

1.6.17 Architect/Engineer shall provide assistance in the review of the Contractor's requests for change orders or claims for additional time or costs, and make recommendations to Owner as to such requests or claims. The Architect/Engineer shall inform Owner if a request for change order involves a change in scope.

1.6.18 Architect/Engineer shall prepare revised Construction Documents, where appropriate, to illustrate and document the work required by ASIs, RFIs and approved Change Orders. All proposed changes to Drawings and Specifications, regardless of how initiated, shall be totally defined in the documents depicting them as to scope of work added, removed, or changed. The revised Construction Documents shall be derived from revised model(s). Such revisions shall be clearly indicated and a current revision date shall be included. Changes to the Specifications shall be made by consecutively numbered and dated addenda. All changes to design documents or Specifications will be identified with date of change, revision number and other customary identification references. Areas changed on Drawings will be "clouded" to show each change. Clouds designating previous changes will be removed so that only the most recent changes will be clouded.

1.6.19 Architect/Engineer and its consultants shall conduct and participate in concealed space observations (in-wall and above ceiling), systems start-up observations, systems integration/operational demonstrations, Substantial Completion and pre-Final work observations to determine the dates of Substantial Completion, and Final Completion. In association with each observation, Architect/Engineer and its consultants shall prepare a list of items that Architect/Engineer, its consultants and Owner have observed as deficiencies in the Work, requiring remedial work or replacement. The Architect/Engineer shall assemble, transcribe 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.

1.6.20 Architect/Engineer shall review, for conformance with the Contract Documents, Contractor's submission of guarantees and warranties.

1.6.21 The Architect/Engineer and its consultants shall assist the Owner in checking Record Drawings maintained by the Contractor during the course of the Work in association with certifying progress payments and shall review record documents for completeness and compliance with Contract requirements at Substantial Completion and at Final Completion of the Project. The Architect/Engineer is not responsible for any errors and omissions in the information provided by others that are included in the Record Drawings.

1.6.22 Architect/Engineer shall receive and review Contractor's submission of operating and maintenance instructions, and all manuals, brochures, drawings, and other close-out documentation furnished by the Contractor, shall require necessary revisions to same, and when acceptable under the terms of the Contract between Owner and Contractor, shall forward to Owner. The Architect/Engineer shall certify final payment to the Contractor when the requirements of the Contract between Owner and Contractor have been met.

1.6.23 Architect/Engineer shall throughout construction maintain and keep current the model(s) and Construction Documents by incorporating all Addenda, RFIs, ASIs and Change Orders. Upon Final Completion of the construction, the Architect/Engineer shall deliver copies to the Owner, as follows:

- Specifications: Provide two (2) electronic sets of final specifications incorporating all changes on disc type media or portable drive in PDF and MS Word format.
- Drawings: Provide two (2) electronic sets of final drawings incorporating all changes on disc type media or portable drive in DWG (references attached) and PDF format.
- Model(s): Provide two (2) electronic sets of all models incorporating all changes on disc type media or portable drive in native and IFC file format.
- Label all media indicating the project name and project number as well as an index file listing the contents on the media.
- All electronic documents shall be placed in the applicable folder per Facility Design Guidelines. The A/E shall verify that all model links are intact and in working condition.
- All electronic documents shall be named according to Facility Design Guidelines.

1.6.24 Architect/Engineer shall provide assistance to Owner through the commissioning consultant/agent for the purpose of advising and counseling Owner's personnel in the usage, operation and maintenance of the building mechanical, electrical, and plumbing systems.

1.6.25 Architect/Engineer shall provide a milestone schedule that is acceptable to the Owner and shall be submitted on a monthly basis prior to submission of payment application, in

conformance with the project milestone schedule, so that the desired design development schedule for the Project shall be maintained.

1.6.26 The Architect/Engineer shall be available after final payment to advise the Owner regarding Warranty items and to review Warranty work during the Warranty period. Architect/Engineer shall participate in the Project's one-year warranty inspection, including preparation of punch lists and inspection of corrected punch list items.

1.7 Additional Services

1.7.1 Additional Services are those services which shall be provided if authorized or confirmed in writing by the Owner and for which compensation will be provided as described in this Agreement in addition to the Basic Services Fee. Prior to commencing any Additional Service, Architect/Engineer shall prepare for acceptance by the Owner an Additional Services Proposal, in a format as directed by Owner, which shall describe in detail the nature or scope of the Additional Services, the basis upon which Architect/Engineer has determined that such services are Additional Services, and which shall set forth the maximum amount of fees for which Architect/Engineer is prepared to perform the Additional Services, together with a proposed schedule for the performances of the Additional Service. Architect/Engineer shall proceed only after written acceptance by Owner of the Additional Services Proposal.

1.7.2 Upon acceptance by Owner, each Additional Services Proposal and the services performed by Architect/Engineer pursuant to the Additional Services Proposal shall become part of this Agreement and shall be subject to all terms and conditions of this Agreement, as fully and completely as though the same had been included in this Agreement as a Basic Service at the original execution of this Agreement.

1.7.3 Providing services to make detailed investigations of existing conditions or facilities or to make measured drawings of them is an Additional Service except as reasonably necessary to verify the accuracy and completeness of drawings or other information furnished by the Owner and to the extent necessary for the Architect/Engineer to complete its responsibilities hereunder free from any material errors and omissions in accordance with Standard of Care. Architect/Engineer shall not be required to perform any destructive testing unless agreed to as an Additional Service.

1.8 Time

1.8.1 Architect/Engineer shall perform all of Architect/Engineer's services described herein as expeditiously as is consistent with (1) Architect/Engineer's professional efforts, skill and care, (2) the orderly progress of such services, and (3) in conformance with the project milestone schedule so that the desired development and construction schedule for the Project shall be maintained. Architect/Engineer shall at all times provide sufficient personnel to accomplish Architect/Engineer's services within the time limits set forth in the schedule described in 1.8.2.

1.8.2 Included in the Program of Requirements is a schedule for completion of each of the phases of services to be performed by Architect/Engineer pursuant to this Agreement. The project schedule contains milestone dates which have been established in the Request for

Qualifications previously issued or may be modified by the Owner to reflect current conditions. The Architect/Engineer shall coordinate with the Owner in the maintenance of the schedule for performance of the professional services for the Project, including the Architect/Engineer's services. Changes in this schedule may be made only with the written approval of Owner. Architect/Engineer shall perform all of its services in accordance with the then-current schedule approved by Owner.

Article 2

Owner's Responsibilities

2.1 The Owner has provided or will provide a Program of Requirements to the Architect/Engineer, or the Owner and Architect/Engineer may agree that Architect/Engineer shall prepare a Program of Requirements as an Additional Service as set forth in Article 14 of this Agreement. The Program of Requirements will set forth the Owner's description of the project scope, preliminary project cost, schedule, criteria for design objectives, characteristics and constraints, space requirements and relationships, site requirements, existing facilities, and desired special components, systems and equipment. If Architect/Engineer prepares the Program of Requirements, then Owner will review the Program of Requirements when completed and then determine whether to proceed with the Project and authorize commencement of Basic Services. The Owner reserves the right to terminate this Agreement following completion of the Program of Requirements, and shall have no further obligation to Architect/Engineer other than payment for services authorized by Owner and provided by Architect/Engineer prior to such termination in accordance with the terms and conditions of this Agreement.

2.2 The Owner will provide a preliminary project budget and schedule for the Project. The budget will include the Amount Available for the Construction Contract, contingencies for changes in the Work during construction, and other costs which are the responsibility of the Owner.

2.3 The Owner designates the Executive Director for the Office of Facilities Planning & Construction as its representative authorized to act in the Owner's behalf with respect to the Project. The Owner's authorized representative shall examine the documents submitted by the Architect/Engineer and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of the Architect/Engineer's services. The Executive Director for the Office of Facilities Planning & Construction is also designated as the Owner's representative for the purpose of administering this Agreement, including determination of fees earned by the Architect/Engineer. The Owner shall have the right to withhold from payments due Architect/Engineer such sums as the Owner deems reasonably necessary to protect Owner against any loss or damage which may result from negligence by Architect/Engineer or failure of Architect/Engineer to perform Architect/Engineer's obligations under this Agreement pending final resolution of such claims.

2.4 The Owner, at Owner's cost, will secure the services of laboratory testing engineers, or other special consultants to develop additional information to the extent necessary for the design of the Project. The Architect/Engineer shall provide the Owner with parameters for inclusion in the Owner's instructions to such providers.

2.5 The Owner shall arrange and pay for structural, mechanical, chemical and other laboratory tests as necessary during construction except as required of the Contractor in the Contract Documents.

2.6 The Owner shall furnish all legal, accounting, auditing and insurance counseling services deemed necessary by the Owner for the Project.

2.7 The services, information and reports required by the preceding paragraphs shall be furnished at the Owner's expense.

2.8 If the Owner observes or otherwise acquires actual knowledge of any design fault or defect in the Project or conflict in the Contract Documents, written notice thereof will be given by the Owner to the Architect/Engineer; however, Owner shall have no obligation or duty to investigate whether such faults, defects, or conflicts exist.

2.9 The Owner will review the Architect/Engineer's design at the completion of the Schematic Design and Design Development phases and at completion of the stages of Construction Documents as described in Article 15. Comments concerning corrections or amendments to the Plans and Specifications will be furnished in writing to the Architect/Engineer as promptly as possible after receipt of the documents for review. Owner's approval of the documents must be in writing and no approval may be deemed given in the absence of written approval. The Owner may require the Architect/Engineer to halt production during design review.

2.10 The Owner shall furnish required information and services and shall render approvals and decisions as expeditiously as necessary for the orderly progress of the Architect/Engineer's services and of the Work.

2.11 The Owner shall furnish one or more Construction Inspectors who shall be responsible for inspection of the Work, consisting of close, on-site examination of the materials, structure and equipment; and surveillance of the workmanship and methods used to insure that the Project is reasonably accomplished in accordance with the Contract Documents and good construction practices.

Article 3

Construction Cost—Definition

3.1 The Estimated Construction Cost shall be the total cost of all elements of the Project, including all alternate bids or proposals, designed and specified by the Architect/Engineer.

3.2 The Estimated Construction Cost shall include at current market rates a reasonable allowance for overhead, profit and general conditions, the cost of labor and materials furnished by the Owner and any equipment which has been shown in the Plans, specified, and specially provided for by the Architect/Engineer.

3.3 The Estimated Construction Cost does not include compensation to the Architect/Engineer and the Architect/Engineer's consultants, the cost of the land, rights-of-way, or other costs which are the responsibility of the Owner as provided in Article 2.

Article 4

Personnel Titles and Hourly Rates

4.1 Prior to entering into any agreement between the Architect/Engineer and the Owner, and the Architect/Engineer and its consultants, the Architect/Engineer shall submit a full list of all personnel titles and the hourly wage for each. The initial list is attached hereto as Exhibit "A". The hourly rates contained therein may be adjusted annually in accordance with the usual and customary salaries of the architectural profession in the area of Architect/Engineer's office, to rates mutually approved by the Owner and the Architect/Engineer.

Article 5

Reimbursable Services

5.1 Reimbursable Services are in addition to the Compensation for Basic Services and Additional Services. These include actual not-to-exceed expenditures made by the Architect/Engineer and the Architect/Engineer's consultants incurred solely and directly in connection with Architect/Engineer's performance of its services hereunder for the following expenses:

- 5.1.1 Fees paid for securing approval of authorities having jurisdiction over the Project.
- 5.1.2 Professional models and renderings produced for presentations when requested by the Owner.
- 5.1.3 Cost of site survey and geotechnical investigations.
- 5.1.4 Other items agreed to by the Owner in writing.

5.2 Expenses not allowed for reimbursement include the cost of review documents required to be provided to the Owner under Article 14, telephone charges, cell phone and PDA charges, FAX service, alcoholic beverages, laundry, car washes, valet service, entertainment and any non-project related items.

5.3 Owner shall pay a mark-up not to exceed ten percent (10%) on those reimbursable identified in 5.1.1 through 5.1.3 above. A mark-up shall not be paid on lodging, meals or travel expenses. Architect/Engineer shall submit receipts for all reimbursable services along with any reimbursement request.

5.4 Owner must authorize all Reimbursable Services prior to the performance of the reimbursable item. Charges for Reimbursable Services must not exceed the established category amounts unless authorization, in writing, is obtained from the Owner.

Article 6

Basis of Compensation

The Owner shall compensate the Architect/Engineer for the services provided in accordance with Article 7. Payments to the Architect/Engineer shall be as follows:

6.1 Basic Services Fee

6.1.1 For Basic Services, as described in Article 1, and including all disciplines identified in Paragraph 15.1 as part of Basic Services, Architect/Engineer's fee shall be a negotiated Basic Services Fee to cover all costs and profit.

6.1.2 The Architect/Engineer's Basic Services Fee will be based on the Amount Available for the Construction Contract identified in the Program of Requirements.

6.1.3 In multiple package projects, the Basic Services Fee for each package shall be determined in a manner agreed to by A/E and Owner. The Architect/Engineer's total Basic Services Fee will be the sum of the basic services fees for all packages.

6.1.4 If the description of the Architect/Engineer's Basic Services is changed materially, the applicable fee shall be adjusted equitably.

6.2 Fees for Changes in Project Scope

6.2.1 For reductions in the scope of the Work of the Project that occur after commencement of the Construction Documents Phase the Architect/Engineer's fee for basic services related to the eliminated portion of the work, to the extent such services are provided, shall be negotiated with the Owner.

6.2.2 For increases in the scope of Work of the Project that occur after commencement of the Construction Documents Phase, the fee for the additional Basic Services required will be negotiated with the Owner.

6.3 Fees for Change Order Services

If revised construction documents are required due to material changes ordered by the Owner and not due to errors and omissions on the part of the Architect/Engineer, or its consultants, the fee for the additional Basic Services required will be negotiated with the Owner.

6.4 Additional Services

6.4.1 For additional services of the Architect/Engineer, that are not Basic Services, due to changes in Project scope, the Architect/Engineer's fee shall be a negotiated amount agreeable to Architect/Engineer and Owner.

6.4.2 For additional services of the Architect/Engineer's consultants, that are not Basic Services, due to changes in Project scope, the Architect/Engineer's fee shall be calculated as an

amount negotiated by the Owner and the Architect/Engineer not to exceed 1.10 times the amount that the consultant bills the Architect/Engineer for the additional services.

6.5 Reimbursable Services

For reimbursable services, as described in Article 5, and any other items included in Article 14 as Reimbursable Services, the Architect/Engineer's reimbursement shall be calculated as an amount not to exceed 1.10 times the amounts actually expended by the Architect/Engineer and the Architect/Engineer's consultants in the interest of the Project.

6.6 Dispute Resolution

If the Owner and the A/E are unable to agree on the fee changes in scope or change order services under paragraph 6.2 and 6.3, respectively, the A/E shall not suspend performance and the amount that is acceptable to both parties shall be paid. Any additional amount claimed by the A/E shall be submitted to Owner as a claim under Article 14.13.

Article 7 Payments to the Architect/Engineer

7.1 Payments for Basic Services

7.1.1 Payments for Basic Services shall be made monthly and shall be in proportion to services performed within each Phase of services, as demonstrated by work product, on the basis set forth in Article 6. The form of Statement for Architectural/Engineering Services to be utilized is included in e-Builder®. Each Statement for Architectural/Engineering Services must be accompanied by an HSP-Prime Contractor Progress Assessment Report in the form located at <http://window.state.tx.us/procurement/prog/hub/hub-forms/ProgressAssessmentReportForm.xls>

7.1.2 No partial payment made shall be, or construed to be, final acceptance or approval of the services to which the partial payment relates, or a release of Architect/Engineer of any of Architect/Engineer's obligations or liabilities with respect to such services.

7.1.3 Architect/Engineer shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the services.

7.1.4 Architect/Engineer shall submit a request for final payment to the Owner within thirty days after approval of the final payment to the Contractor.

7.1.5 The acceptance by Architect/Engineer, or Architect/Engineer'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 Architect/Engineer, or Architect/Engineer's successors, have or may have against Owner under the provisions of this Agreement except those claims previously made in writing and identified by Architect/Engineer as unsettled at the time of the final request for payment.

7.1.6 Payment of A/E's invoice is subject to the Texas Prompt Payment Act, Chapter 2251, *Texas Government Code*.

7.1.7 All payments to A/E shall be by electronic direct deposit. A/E is required to complete and submit to Owner a Vendor Direct Deposit Authorization prior to first payment request. Form can be accessed at www.window.state.tx.us/taxinfo/taxforms/74-176.pdf.

7.2 Payments for Additional Services and Reimbursable Services

Payments for the Architect/Engineer's Additional Services and for Reimbursable Services shall be made monthly upon presentation of the Architect/Engineer's valid statement of services rendered or expenses incurred as approved by Owner. Invoices shall include complete documentation of all expenses.

7.3 Payments Withheld

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

- a) Architect/Engineer is in breach or default under this Agreement;
- b) Any portion of a payment is for services that were not performed in accordance with this Agreement; provided, however, payment shall be made for those services which were performed in accordance with this Agreement;
- c) Architect/Engineer has failed to make payments promptly to consultants or other third parties used in connection with services for which Owner has made payment to Architect/Engineer;
- d) If 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 Agreement; or
- e) Architect/Engineer has failed to achieve a level of performance necessary to maintain the project schedule.
- f) Architect/Engineer fails to comply with conditions set forth in the HUB Subcontracting Plan, including but not limited to the submission of the HSP - Prime Contractor Progress Assessment Report with each monthly invoice.

7.3.2 No deductions shall be made from the Architect/Engineer's compensation on account of liquidated damages or other sums withheld from payments to Contractor or on account of the cost of changes in the Work other than those for which the Architect/Engineer is liable.

Article 8 Architect/Engineer Accounting Records

8.1 Records of Reimbursable Services and expenses pertaining to Additional Services and services performed on the basis of hourly rates shall be kept on the basis of Generally Accepted Accounting Principles and shall be available to the Owner or the Owner's authorized representative at mutually convenient times for a period of at least three (3) years after final

completion of the Project. Owner shall have the right to verify the details set forth in Architect/Engineer's billings, certificates, and statements, either before or after payment by (1) inspecting the books and records of Architect/Engineer during normal business hours; (2) examining any reports with respect to this Project; (3) interviewing Architect/Engineer's business employees; (4) visiting the Project site; and (5) other reasonable action.

8.2 Records of Architect/Engineer costs, reimbursable services pertaining to the Project, and payments shall be available to Owner or its authorized representative during business hours and shall be retained for three years after final payment or abandonment of the Project, unless Owner otherwise instructs Architect/Engineer in writing.

Article 9 Ownership and Use of Documents

9.1 Drawings and Specifications as instruments of service are and shall remain property of the Architect/Engineer whether the Project for which they are made is executed or not. The Owner shall be permitted to retain copies, including digital and reproducible copies, of model(s), model data, schedules and Drawings and Specifications for information and reference in connection with the Owner's use and occupancy of the Project upon payment of the amounts due under this Agreement. Owner shall have an irrevocable, paid-up, and perpetual non-exclusive license and right, which shall survive the termination of this Agreement, to use the model(s), model data, schedules and Drawings and Specifications, including the originals thereof, and the ideas and designs contained therein, for any purpose related to the construction, maintenance or use of the Project and for informational purposes for any future project by the Owner, regardless of whether Architect/Engineer remains as the Architect/Engineer, has resigned, this Agreement has been terminated, Architect/Engineer's scope of services has been modified, or the services herein have been completed. If this Agreement is terminated, Architect/Engineer hereby consents to the employment by Owner of a substitute architect/engineer to complete the services under this Agreement. The Architect/Engineer and its consultants shall not be liable for any use of such information that are inconsistent with the purposes for which the Architect/Engineer provided such information or changes made by the Owner to the model(s), model data, schedules and Drawings or Specifications or for claims or actions arising from the Architect/Engineer's incomplete services or from any such alternative use or changes on projects in which the Architect/Engineer is not involved.

9.2 Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not be construed as publication in derogation of the Architect/Engineer's rights.

Article 10 Termination of Agreement

10.1 This Agreement may be terminated by either party upon seven 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 day period.

10.2 This Agreement may be terminated at any time by the Owner for its convenience upon at least seven days' written notice to the Architect/Engineer.

10.3 In the event of termination not the fault of the Architect/Engineer, the Architect/Engineer shall be compensated for all services satisfactorily performed to the termination date, together with approved Reimbursable Services then due, provided Architect/Engineer shall have delivered to Owner such statements, accounts, reports and other materials as required by Paragraph 10.5 below together with all reports, documents and other materials prepared by Architect/Engineer prior to termination.

10.4 A termination under this Article shall not relieve Architect/Engineer or any of its employees of liability for violations of this Agreement, or any willful, negligent or accidental act or omission of Architect/Engineer. The provisions of Article 9 hereof shall survive the termination of this Agreement. In the event of a termination under this Article, Architect/Engineer hereby consents to employment by Owner of a substitute architect/engineer to complete the services under this Agreement.

10.5 As of the date of termination of this Agreement, Architect/Engineer shall furnish to Owner all statements, accounts, reports and other materials as are required hereunder or as have been prepared by Architect/Engineer in connection with Architect/Engineer'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.

Article 11

Successors and Assigns

The Owner and the Architect/Engineer, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, permitted successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. This Agreement is a personal service contract for the services of Architect/Engineer, and Architect/Engineer's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party. The benefits and burdens of this Agreement are, however, assignable by Owner. The Architect/Engineer shall not, in connection with any assignment by the Owner be required to execute any documents that increase the Architect/Engineer's contractual or legal obligations or risks, or the availability or costs of its professional or general liability insurance.

Article 12

Extent of Agreement

This Agreement supersedes all prior agreements, written or oral, between Architect/Engineer 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 Architect/Engineer.

Article 13

Business Ethics Expectation

13.1 During the course of pursuing contracts with Owner and while performing contract work in accordance with this Agreement, Architect/Engineer agrees to maintain business ethics standards aimed at avoiding any impropriety or conflict of interest which could be construed to have an adverse impact on the Owner's best interests.

13.2 Architect/Engineer shall take reasonable actions to prevent any actions or conditions which could result in a conflict with Owner's best interests. These obligations shall apply to the activities of Architect/Engineer's employees, agents, subconsultants, subconsultants' employees and other persons under their control.

Architect/Engineer's employees, agents, subconsultants (and their representatives) shall not make or offer, or cause to be made or offered, any cash payments, commissions, employment, gifts valued at \$50 dollars or more, entertainment, free travel, loans, free work, substantially discounted work, or any other considerations to Owner's representatives, employees or their relatives.

Architect/Engineer's employees, agents and subconsultants (and their relatives) shall not receive or accept any cash payments, commissions, employment, gifts valued at \$50 dollars or more, entertainment, free travel, loans, free work, or substantially discounted work or any other considerations from representatives of contractors, subcontractors, or material suppliers or any other individuals, organizations, or businesses receiving funds in connection with the Project.

13.3 Architect/Engineer agrees to notify Billy C. Hamilton, Executive Vice Chancellor and Chief Financial Officer for the Office of Facilities Planning & Construction within 48 hours of any instance where the Architect/Engineer becomes aware of a failure to comply with the provisions of this Article.

13.4 Upon request by Owner, Architect/Engineer agrees to provide a certified Management Representation Letter executed by a Architect/Engineer representative selected by Owner in a form agreeable to Owner stating that the representative is not aware of any situations violating the business ethics expectations outlined in this Agreement or any similar potential conflict of interest situations.

13.5 Architect/Engineer agrees to include provisions similar to this Article in all contracts with subconsultants receiving more than \$25,000 in funds in connection with the Project.

Article 14

Miscellaneous Provisions

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

14.2 Governing Law. The validity of this Agreement and all matters pertaining to this Agreement, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas, without giving effect to principles of conflicts of law.

14.3 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 shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement herein contained.

14.4 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.

14.5 Independent Contractor. Architect/Engineer acknowledges that it is engaged as an independent contractor and that Owner has no responsibility to provide Architect/Engineer or its employees with transportation, insurance or other fringe benefits normally associated with employee status. Architect/Engineer is not, and will not claim to be, an officer, partner, employee or agent of Owner and shall not 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. Architect/Engineer hereby agrees to make Architect/Engineer's own arrangements for any of such benefits as Architect/Engineer may desire and agrees that Architect/Engineer is responsible for all income taxes required by applicable law.

14.6 Child Support Certification. A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the 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 an agreement 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 *Texas Family Code* requires the following statement: "Under Section 231.006, *Texas 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."

14.7 Eligibility Certification. 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 *Texas Government Code* requires the following statement: "Under Section 2155.004, *Texas 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.”

14.8 Franchise Tax Certification. If Architect/Engineer is a taxable entity subject to the Texas Franchise Tax (Chapter 171, *Texas Tax Code*), then Architect/Engineer certifies that it is not currently delinquent in the payment of any franchise taxes or that Architect/Engineer is exempt from the payment of franchise taxes.

14.9 Payment of Debt or Delinquency to the State. Pursuant to Section 2252.903, *Texas Government Code*, Architect/Engineer agrees that any payments owing to Architect/Engineer under this Agreement may be applied directly toward certain debts or delinquencies that Architect/Engineer owes the State of Texas or any agency of the State of Texas regardless of when they arise, until such debts or delinquencies are paid in full.

14.10 Loss of Funding. Performance by Owner under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the “Legislature”). If the Legislature fails to appropriate or allot the necessary funds then Owner will issue written notice to Architect/Engineer and Owner may terminate this Agreement without further duty or obligation hereunder. Architect/Engineer acknowledges that appropriation of funds is beyond the control of Owner.

14.11 Proprietary Interests. All information owned, possessed or used by Owner which is communicated to, learned, developed or otherwise acquired by Architect/Engineer in the performance of services for Owner, which is not generally known to the public, shall be confidential, subject, however, to the Owner’s obligations under the Texas Public Information Act. Architect/Engineer shall not, beginning on the date of first association or communication between Owner and Architect/Engineer and continuing through the term of this Agreement and any time thereafter, disclose, communicate or divulge, or permit disclosure, communication or divulgence, to another or use for Architect/Engineer’s own benefit or the benefit of another, any such confidential information, unless required by law. Except when defined as part of the Work, Architect/Engineer shall not make any press releases, public statements, or advertisement referring to the Project or the engagement of Architect/Engineer as an independent contractor of Owner in connection with the Project, or release any information relative to the Project for publication, advertisement or any other purpose without the prior written approval of Owner. Architect/Engineer shall obtain agreements similar to those contained in this Paragraph from persons, vendors and consultants retained by Architect/Engineer. Architect/Engineer acknowledges and agrees that a breach by Architect/Engineer of the provisions hereof will cause Owner irreparable injury and damage. Architect/Engineer, 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. This section shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the Architect/Engineer from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the Architect/Engineer to defend itself from any suit or claim.

14.12 Appointment. Owner hereby expressly reserves the right from time to time to designate by notice to Architect/Engineer a representative to act partially or wholly for Owner in

connection with the performance of Owner's obligations hereunder. Architect/Engineer shall act only upon instructions from such representative unless otherwise specifically notified to the contrary.

14.13 Dispute Resolution.

14.13.1 The dispute resolution process provided in Chapter 2260, *Texas Government Code*, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by Owner and Architect/Engineer to attempt to resolve any claim for breach of contract made by Architect/Engineer that cannot be resolved in the ordinary course of business. Architect/Engineer shall submit written notice of a claim of breach of contract under this Chapter to the Chancellor of The Texas A&M University System, who shall examine Architect/Engineer's claim and any counterclaim and negotiate with Architect/Engineer in an effort to resolve the claim.

14.13.2 Neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of a claim constitute grounds for the suspension of performance by Architect/Engineer, in whole or in part. Owner and Architect/Engineer agree that any periods set forth in this Agreement for notice and cure of defaults are not waived, delayed, or suspended by Chapter 2260 or this Paragraph 14.13.

14.13.3 It is agreed that such process is not invoked if Owner initiates the dispute by first bringing a claim against Architect/Engineer, except at Owner's sole option. If Owner makes a claim against Architect/Engineer and Architect/Engineer then makes a counterclaim against Owner as a claim under Chapter 2260 and in compliance therewith, the Owner's original claim against Architect/Engineer does not become a counterclaim and is not subject to the mandatory counterclaim provisions of Chapter 2260 of the *Texas Government Code*, except at the sole option of the Owner.

14.14 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:

Billy C. Hamilton, Executive Vice Chancellor and Chief Financial Officer
Office of Facilities Planning & Construction
The Texas A&M University System
301 Tarrow Street, 7th Floor
College Station, Texas 77840-7896

With Copies to:

Russ Wallace, Executive Director
Office of Facilities Planning & Construction
The Texas A&M University System
301 Tarrow Street, 2nd Floor
College Station, Texas 77840-7896

Randy Wipke, Area Manager
Office of Facilities Planning & Construction
The Texas A&M University System
301 Tarrow Street, 2nd Floor
College Station, Texas 77840-7896

If to Architect/Engineer: Christopher Kimm, AIA
WestEast Design Group, LLC
200 East Grayson Street, Suite 207
San Antonio, Texas 78215

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

14.15 Authority to Act. Architect/Engineer warrants, represents, and agrees that (1) it is a duly organized and validly existing legal entity in good standing under the laws of the state of its incorporation or organization; (2) it is duly authorized and in good standing to conduct business in the State of Texas; (3) it has all necessary power and has received all necessary approvals to execute and deliver this Agreement; and (4) the individual executing this Agreement on behalf of Architect/Engineer has been duly authorized to act for and bind Architect/Engineer.

14.16 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed, construed and considered to be an original, but all of which shall constitute one and the same instrument.

14.17 Venue. This Agreement is performable in the county in which the Project is located. Pursuant to Section 85.18, *Texas Education Code*, venue for any suit filed against Owner shall be in the county in which the primary office of the chief executive officer of Owner is located.

14.18 Non-Waiver Provisions. Owner expressly acknowledges that Owner is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by Owner of its right to claim such exemptions, privileges, and immunities as may be provided by law.

14.19 Previous Employment. Architect/Engineer acknowledges and understands that Section 2252.901, *Texas Government Code*, prohibits Owner from using state appropriated funds to enter into any employment contract, consulting contract, or professional services contract with

any individual who has been previously employed, as an employee, by the agency within the past twelve (12) months. If Architect/Engineer is an individual, by signing this Agreement, Architect/Engineer certifies that Section 2252.901, *Texas Government Code*, does not prohibit the use of state appropriated funds for satisfying the payment obligations herein.

Article 15

Other Conditions or Services

The Owner and Architect/Engineer hereby agree to the full performance of the covenants contained herein.

15.1 Basic Services. The Architect/Engineer's Basic Services are those services described in paragraphs 1.2 through 1.6 for which compensation shall be the Basic Services Fee described in this Agreement and shall include the following disciplines:

- a. Architectural Services
- b. Landscape Architectural Services
- c. Civil Engineering Services
- d. Structural Engineering Services
- e. Mechanical Engineering Services
- f. Electrical Engineering Services
- g. Plumbing Engineering Services
- h. Data & Telecommunications Engineering
- i. Construction Cost Estimating
- j. Detailed Investigation of Existing Conditions or Facilities
- k. BIM and COBIE

15.2 Reimbursable Services. The services identified in the following list are not included in Basic Services.

- a. Site Survey
- b. Geotechnical Investigation
- c. Digital Rendering(s), animations, simulations and/or Scale Model
- d. FF&E Design Services
- e. Commissioning Services
- f. Library Consulting Services
- g. Use of Registered Accessibility Specialist for preliminary plan reviews
- h. Audio/Visual & Security Design Services

15.3 Basis of Compensation

15.3.1 Basic Services.

The initial Amount Available for the Construction Contract (AACC) for the Project is

Three Million Six Hundred Thousand and no/100 (\$3,600,000.00).

The negotiated Basic Services Fee for the Project is

Two Hundred Thirty Two Thousand Seven Hundred Seventy Dollars and no/100 (\$232,770.00).

15.3.2 Reimbursable Services.

Site Survey:	Not to Exceed \$2,420
Geotechnical Investigation:	Not to Exceed \$6,875
Commissioning:	Not to Exceed \$7,280
Digital Rendering(s):	Not to Exceed \$3,600
Bid and As-Built Document Printing Cost:	Not to Exceed \$10,000
Library Consultant/FF&E Shelving:	Not to Exceed \$28,500
Registered Accessibility Specialist:	Not to Exceed \$1,300
Travel Related and Misc. Expenses:	Not to Exceed \$24,490

The maximum allowable cost on this Project for Reimbursable Services identified in Article 5 as approved by the Owner is:

Eighty Four Thousand Four Hundred Sixty Five Dollars and no/100 (\$84,465.00).

15.3.3 Maximum Contract Sum

Basic Services Fee amount (Para 15.3.1)	\$232,770.00
<i>plus</i>	
Maximum Reimbursable Expense Amount (Para 15.3.2)	\$84,465.00
MAXIMUM CONTRACT SUM:	<u>\$317,235.00</u>

15.4 **Progress Payments.** Payments for Basic Services shall be made as provided in Article 7 in accordance with the following schedule:

Schematic Design Phase:	15%
Design Development Phase:	20%
Construction Documents Phase:	40%
Bidding or Negotiation Phase:	3%
Construction Phase:	20%
Final Drawings	2%

15.5 **Review Stages.** The Architect/Engineer shall submit documents to the Owner for review at completion of the Schematic Design Phase, Design Development Phase and at the following stages of completion of the Construction Documents Phase as follows:

50%, 100%.

15.6 Estimated Construction Costs. The Architect/Engineer shall submit Estimated Construction Costs as described in Subparagraph 1.1.19 at completion of the Schematic Design Phase, Design Development Phase and at the following stages of completion of the Construction Documents Phase:

25%, 50%, 75%, 100%.

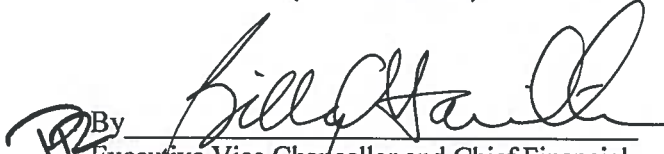
15.7 Review Documents. The Architect/Engineer shall, at its expense, furnish and deliver to the Owner for Owner's review, the following number of sets of review documents at the required review stages:

Schematic Design:	15 Half-size (½) sets
Design Development:	15 Half-size (½) sets
Construction Documents:	15 Half-size (½) sets for 50% & 100% review
Conformance Documents:	15 Full size and 5 half-size (½) bid sets to include addenda to the awarded contractor and FP&C

[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)

By 
Executive Vice Chancellor and Chief Financial
Officer
Date 11/10/15

WEST EAST DESIGN GROUP, LLC
(THE ARCHITECT/ENGINEER)

Federal Tax I.D. No. 74-2941479

By 
(Signature)

Christopher Kimm
(Print or Type Name)

Date 11/2/2015

APPROVAL RECOMMENDED:


Executive Director
Office of Facilities Planning & Construction

Date 11.10.2015

APPROVED AS TO FORM:


General Counsel

Date 11/9/2015

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.

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.

Name: Christopher Kimm, AIA

Name: _____

Name: _____

Name: _____

The following Exhibits are fully incorporated into this Agreement by reference:

EXHIBITS

Ex A Personnel Titles and Hourly Rates

Ex B BIM Execution Plan

Ex C Program of Requirements (POR)

EXHIBIT A
PERSONNEL TITLES AND HOURLY RATES

The prime architectural or engineering firm for this project will assemble the following information from consulting team members associated with the project. The categories of personnel indicated should be edited to include only those expected to be actually working on this project. When preparing this schedule, you are expected to adhere to the position classifications and titles presented to the greatest extent possible. Additional consultant listings and/or position classifications may be added as needed or required by the project.

<u>Firm/Position Classification</u>	<u>Hourly Billing Rate</u>
Architecture: WEST EAST DESIGN GROUP, LLC	
Principal	\$ 170.00
Associate Principal/Senior Architect	140.00
Project Manager/Architect III/Senior Designer	125.00
Project Architect I/Architect II/Designer III	110.00
Project Architect II/Architect I/Designer II	100.00
Project Designer/Intern Architect III/Designer I/Sr. Technical Staff	90.00
Construction Administrator/Specifications Writer/Cost Estimator	110.00
Intern Architect II/Technical Staff III/Senior Administrative Staff	80.00
BIM/CADD Technician/ Intern Architect I/ Technical Staff II	70.00
Administrative Staff/ Technical Staff I	60.00
Student Intern	35.00
 MEP/Civil Engineering/Commissioning: JOSE I. GUERRA, INC	
Principal	\$ 180.00
Senior Project Manager	155.00
Project Manager	130.00
Senior Project Engineer	130.00
Project Engineer	117.00
Senior Design Engineer	110.00
Senior Designer	99.00
Design Engineer	96.00
Designer	88.00
CAD Manager	93.00
Senior CAD Operator	87.50
BIM/CADD Technician	80.00
Administrative Staff	62.00
Clerical	55.00
 Structural Engineering: UNINTECH CONSULTING	
Principal	\$ 225.00
Associate Principal	\$ 210.00

Senior Project Manager	\$ 195.00
Project Manager	\$ 160.00
Senior Engineer	\$ 135.00
Engineer	\$ 115.00
Graduate Engineer	\$ 95.00
Engineering Designer	\$ 115.00
Construction Administrator	\$ 115.00
BIM/CADD Technician	\$ 70.00
Administrative Staff	\$ 45.00

Data/Telecom Consultant: DATACOM

Principal	\$ 190.00
Associate Principal	180.00
Senior Project Manager	170.00
Senior Technology Consultant	145.00
Technology Consultant	124.00
Contract Administrator	98.00
BIM/CADD Technician	65.00
Administrative Staff	56.00

Library/FF&E Consultant: GODFREY'S

Senior Consultant	\$ 150.00
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EXHIBIT B

BIM Execution Plan

DEVELOPED BY
(Name and Company)

PROJECT INFORMATION

The intent of this BIM Execution Plan is to provide a framework that will let the owner, design team, and contractor deploy building information modeling (BIM) technology and best practices on this project faster and more cost-effectively. If the delivery method is competitive sealed proposal then the contractor will be included in this Execution Plan at a later date. This plan delineates roles and responsibilities of each party, the detail and scope of information to be shared, relevant business processes and supporting software.

To successfully implement Building Information Modeling (BIM) on a project, the project team has developed this detailed BIM Project Execution Plan. The BIM Project Execution Plan defines uses for BIM on the project (e.g. design authoring, cost estimating, and design coordination), along with a detailed design of the process for executing BIM throughout the project lifecycle.

Project Name:

Project Number:

Brief Project Description:

Additional Project Information:

Construction Delivery Method:

Project Schedule/Phases/Milestones:

Include BIM milestones, pre-design activities, major design reviews, stakeholder reviews, and any other major events which occur during the project lifecycle.

Project Phase/Milestone	Estimated Start Date	Estimated Completion Date	Project Stakeholders Involved
Schematic Design			
Design Development			
Construction Documents			
Facility Data Review			
Construction			

List of lead BIM contacts for each organization on the project. Additional contacts can be included later in the document.

Organization	Contact Name	Role/Title	Location	Email	Phone

Describe the collaboration strategies used for developing the BIMs for the following applicable processes. Identify project team participants for each.

Existing Conditions
Design Authoring
Design Reviews
Space Tracking
Energy Analysis
Daylighting Analysis
Cost Estimation
3D Coordination (design and construction)
Model Updates during Construction
Facilities Management Data
Record Modeling
Other (describe)

Document the information exchanges and file transfers that will occur on the project.

[illegible]

BIM AND FACILITY DATA REQUIREMENT

Describe the methods to be used to fulfill the data requirements described in the Facility Design Guidelines.

BIM AND DATA QUALITY CONTROL

Describe the strategy to control the quality of the model(s) and the checks to be performed to assure quality.

Checks	Definition	Responsible Party	Software	Frequency
Visual Check	Ensure there are no unintended model components and the design intent has been followed			
Interference Check	Detect problems in the model where two building components are clashing including soft and hard			
Standards Check	Ensure that the BIM and CADD Standard have been followed (fonts, dimensions, line styles, levels/layers, etc.)			
Model Integrity Checks	Describe the QC validation process used to ensure that the Project Facility Data set has no undefined, incorrectly defined or duplicated elements and the reporting process on non-compliant elements and corrective action plans			
Other				

MODEL STRUCTURE

File Naming Structure

File Name Formatting	
Architectural Model	
Structural Model	
Mechanical Model	
Plumbing Model	
Fire Sprinkler Model	
Electrical Model	

Model Structure

Describe and diagram how the model is separated (building, floor, zone, area and/or discipline).

Measurement and Coordinate System

Describe the measurement system and coordinate system used.

Model Accuracy and Tolerances

Models should include all appropriate dimensioning as needed for design intent, analysis, and construction. Level of detail and included model elements are provided in the Information Exchange Worksheet.

Phase	Discipline	Tolerance
Design Documents		ACCURATE TO +/- [#] OF ACTUAL SIZE AND LOCATION
Shop Drawings		ACCURATE TO +/- [#] OF ACTUAL SIZE AND LOCATION
		ACCURATE TO +/- [#] OF ACTUAL SIZE AND LOCATION

PROJECT DELIVERABLES

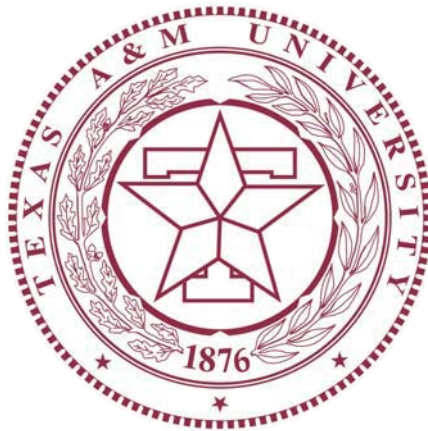
In this section, list the BIM deliverables for the project and the format in which the information will be delivered.

BIM Submittal Item	Stage	Approximate Due Date	Format	Notes

ATTACHMENTS

List any supporting information and attach.

EXHIBIT C



Texas A&M University

College Station, Texas

Program of Requirements (POR) for:

***Texas A&M University System and University of
Texas System – Joint Library Facility Module 2***

02-3193

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Program of Requirements

Section I: General Information

Project Name: *Joint Library Facility – Module 2*
Project Number: *02-3193*
Member Institution: *Texas A&M University*
City: *College Station*
Date Prepared: *February 24th, 2015*
Prepared By: *Wyoma vanDuinkerken*
Director of the Joint Library Facility
University Libraries
Texas A&M University
Date Revised: *May 26, 2015*
Revised By: *Facilities Planning & Construction*
Texas A&M University System
Proposed Delivery Method: *CSP*
Type of Project: *New Construction*
Proposed Building Space Class: *Institutional*
Planned Gross Area: *Approximately 14,000 Square Feet*
Number of Floors Above Grade: *1 Floor*

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Section II: Project Team Members

2.1 User Group:

(All those involved in the user committee have been listed, but some individuals will only be involved in limited parts of the project based on position responsibilities. The University Libraries do not have formal Departments. Titles are descriptive of unit operational responsibilities).

Dean of University Libraries : David H. Carlson
Office Phone: (979) 845-8111
Email: davidhcarlson@tamu.edu

Associate Dean for Administrative & Faculty Services: Pixey Mosley
Office Phone: (979) 862-1086
Email: pmosley@library.tamu.edu

User Coordinator / Director of the Joint Library Facility: Wyoma vanDuinkerken
Office Phone: (979) 862-2878
Email: wvandu@library.tamu.edu

Facilities Manager: Jimmy Smith
Office Phone: (979) 862-3465
Email: jdsmith@library.tamu.edu

2.2 System Member Representative:

Assistant Director for Environmental Health and Safety: James Rainer
Office Phone: (979) 862-4039
Email: jbrainer@tamu.edu

Executive Director for Utility & Energy Management: James Riley
Office Phone: (979) 845-1210
Email: jimriley@tamu.edu

Director for Transportation Services: Doug Williams
Office Phone: (979) 845-9700
Email: dg-williams@tamu.edu

Texas A&M University Architect: Lilia Y. Gonzales
Office Phone: (979) 845-4370
Email: lilia.gonzales@tamu.edu

Resident Regional Manager of Facilities Services: Richard Gentry
Office Phone: (979) 219-1417
Email: richard.gentry@sscserv.com

Senior Network Technician II: Waid White
Office Phone: (979) 845-5526
Email: waid@tamu.edu

IT Manager – Initiatives & Telecommunications: Melanie Leggett
Office Phone: (979) 845-1020
Email: melanieanne@tamu.edu

Executive Director, Contract Management - Ralph R. Davila
Office Phone: (979) 845-1225
Email: r-davila@tamu.edu

2.3 System Member Administration:

President: Michael K. Young
Office Phone: (979) 845-2217
Email: presidentyoung@tamu.edu

Provost and Executive Vice President for Academic: Karan L. Watson
Office Phone: (979) 845-4016
Email: provost@tamu.edu

Vice President for Finance and Administration: Jerry R. Strawser
Office Phone: (979) 862-7777
Email: jstrawser@mays.tamu.edu

Interim Sr. Associate Vice President for Facilities: James Massey
Office Phone: (979) 845-1911
Email: james-massey@tamu.edu

2.4 The Texas A&M University System:

Assistant Director: Dan Kennedy
Office Phone: (979) 458-7003
Email: dan-kennedy@tamus.edu

Project Planner: Yvonne Bryant
Office Phone: (979) 458-7045
Email: ybryant@tamus.edu

Area Manager: Randy Wipke
Office Phone: (979) 458-7071
Email: Randy-Wipke@tamus.edu

Architectural Project Manager: Michael Campbell
Office Phone: (979) 458-7023
Email: mcampbell@tamue.edu

Section III: Project Description

3.1 User Justification:

The Texas A&M University System and the University of Texas System cooperated to build a Joint Library Facility (Module 1, plus the staff work area) on the Texas A&M University – Riverside Campus (Bryan-College Station, Texas) in 2013. To date, the facility has ingested 483,437 print volumes and an additional 155,000 volumes are slated for ingestion over the next few months. At this rate of ingestion, Module 1 will be filled to capacity in 2-3 years.

The cost saving success of the Module 1 project and the continual storage needs leads us to propose an addition to the existing Joint Library Facility that will help alleviate space pressures for libraries on the campuses of both university systems. Space for books in university libraries is reaching capacity. Many of these books are kept for research purposes and are infrequently used. Adding stack space on campus is very expensive and not necessarily a wise use of university land or monies. This addition of expanding the Joint Library Facility is a viable solution. The expansion would consist of an approximate 14,000 square foot tilt wall building attached to Module 1. This new building would hold an additional one million volumes.

3.2 Project Narrative:

In May 2013, in cooperation, the University of Texas - Austin and the Texas A&M University – College Station opened the Joint Library Facility which consisted of both the staff work area and Module 1 of the Joint Library Facility on the Texas A&M University - Riverside Campus in Bryan, Texas. Module 1 provides controlled storage for little used but still important research materials in all the libraries of the two university systems for the period of time (decades) necessary for digital technology and copyright restrictions to evolve so that scanned copies can take the place of print books.

Module 1 is available to all libraries at both the University of Texas System and the Texas A&M System, it rests on the foundation of a Resource In Common model. The Resource in Common concept has been successfully implemented in Module 1 and is based on the knowledge that from one academic library collection to another there is significant duplication. Libraries often purchase the same titles in order to make high demand publications readily available to students and faculty. Once those materials cease to be in high demand, they may continue to have research value, but it is not necessary that multiple copies be stored at multiple sites. As a result, cooperating libraries are designating one copy to be a Resource In Common, placing it in Module 1, and then withdrawing their local copies thereby gaining critical needed user space in their libraries. Should students and faculty need to gain access to these printed resources, the Joint Library Facility is contacted through Interlibrary Loan and the book/article is delivered digitized or in print to the requesting library.

Research shows that it costs approximately \$4.26 a year to store one print volume in traditional library stacks. This cost is decreased to \$0.86 for that same volume to be stored in a facility like Module 1. To date, Module 1 has ingested 483,437 print volumes and an additional 155,000 volumes are slated for ingestion over the next few months. At this rate of ingestion, Module 1 will be filled to capacity in 2-3 years.

As the Joint Library Facility approaches its estimated capacity of one million volumes, we are proposing to construct an addition to the west side of Module 1 on the Texas A&M University – Riverside Campus. Module 2 would consist of stack area only, mirroring Module 1 with the capacity to hold an additional one million volumes. There must be minimal disruption of volume ingestion into Module 1 during the construction period and areas will have to be partitioned off for safety.

The construction of Module 2 must harmonize with finishes and shelving found in Module 1. Because of problems during the construction of the Module 1 facility, we do not wish to use dye-tinted or painted concrete walls. Module 2 shall be natural concrete components, no color or paint, and shall be compatible with the natural wing-wall corners of Module 1.

While the basic framework of the plan has already been established, some elements related to humidity control, shelving placement and lift safety aisle edge guides placement have yet to be finalized. In these cases, the Architect, MEP, and Structural Engineers will be asked to make recommendations for the best solutions. Additionally, accurate cost estimates and regular updates on costs will be required to track expenditures and maximize spending power of the budget.

The Project Architect/Engineer (Project A/E) team is responsible for the design as requested for this project.

The Project A/E will assist the User in presenting the Module 2 design to the Texas A&M Design Review Sub-council (DRsc) at Schematic Design and Design Development stages in accordance with the DRsc procedures for review of design compatibility with the existing library facility and design compliance with the Riverside Campus Master Plan.

The Program of Requirements (POR) is intended only to establish basic design criteria. This POR does not include all User requirements that may be identified in the project during the design process. Further, it is to be used in conjunction with the Office of Facilities Planning & Construction's (FP&C) "Facility Design Guidelines" manual and the Agreement for A/E Services to establish the responsibilities of the Project A/E team. The Facility Design Guidelines provide general criteria, design processes, and general requirements applicable to Texas A&M University System construction projects. The design team shall make professional evaluations of design problems and issues related to this project, analyze the advantages and disadvantages of each, evaluate, and recommend solutions to the design issues during the design process.

It is emphasized that the Project A/E team is responsible for performing professional evaluations and any needed detailed studies using sound architectural and engineering principles required to establish the most functional, economical, and efficient use of materials, the site, and construction methods in order to provide the requested facilities within an approved budget during the design phases. The project will use the Competitive Sealed Proposal (CSP) delivery method.

The Project A/E team is charged with the responsibility of establishing the final locations, configuration, and layout taking into consideration site conditions, existing conditions and requirements established in this program.

All construction in this project shall meet all applicable codes and standards including NFPA Life Safety Codes and Texas Accessibility Standards.

Section IV: Project Budget and Schedule

4.1 Summary Project Budget:

ID	Budget Category	Budget Amount
A	Amount Available for Construction	\$3,600,000
B	Owner Contingency	
C	A/E Services	
D	FP&C Project Management Fees	
E	Commissioning	
F	Envelope Consultant	
G	Furniture & Equipment (shelving)	
H	Security Equipment	
I	A/V Equipment	
J	Fiber Optic Interface	
K	Energy Management System	
L	Environmental System Balancing	
M	Construction Materials testing	
N	Physical Plant Services	
O	Interagency, EHS/Fire Safety Consultant & Other Costs	
P	Project Budget	\$5,500,000

- * Funds set aside for the purchase of the shelving system are available, if needed, to offset project costs exceeding the proposed project budget. Once the total project costs are determined, funds remaining in this set aside will be used towards the direct purchase and installation of the shelving system.

4.2 CSP Schedule:

ID	Schedule Milestone	Date
1	Issue A/E RFQ	August 18, 2015
2	BOR Approval of Capital Plan	September 4, 2015
3	RFQ Responses Due	September 10, 2015
4	Develop A/E Shortlist	September 22, 2015
5	A/E Team Interviews	October 13, 2015
6	Chancellor Approval of Ranked Order	November 3, 2015
7	Execute A/E Agreement	December 3, 2015
8	Design Initiation Meeting	December 4, 2015
9	Complete Schematic Design	February 11, 2016
10	Complete Design Development	April 14, 2016
11	Complete Construction Documents	July 14, 2016
12	Advertise for Competitive Sealed Proposals (CSP)	August 2, 2016
13	Receive CSP	September 8, 2016
14	CSP Evaluation	September 13, 2016
15	Chancellor Approval for Ranked Order	September 28, 2016
16	BOR Approval for Construction	November 4, 2016
17	Begin Construction	January 2017
18	Construction Substantial Completion	November 2017

Section V: Proposed Project Lifecycle

5.1 Building Structure:

Foundation:	80 years
Slab on Grade Foundation:	80 years
Structural Foundation:	80 years
Above Grade Structure:	80 years

5.2 Exterior Components:

Exterior Walls:	80 years
Waterproofing:	40 years
Exterior Doors:	40 years
Roofing:	20 years

5.3 Interior Components (Non Mechanical, Electrical, or Plumbing):

Interior Partitions:	20 years
Interior Doors:	20 years
Interior Finishes:	15 years
Equipment:	25 years
Furnishings & Shelving:	20 years

5.4 Mechanical System:

HVAC Boilers / Chillers:	30 years
HVAC Equipment:	20 years
HVAC Distribution:	40 years

5.5 Fire:

Fire Suppression System:	40 years
Fire Detection:	20 years

5.6 Electrical:

Electrical Rough-Ins:	80 years
Electrical Equipment:	30 years
Lighting:	30 years

5.7 Telecommunications:

Communications:	20 years
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Section VI: Programming

6.1 What are key aspects of the project that will be used to determine the success of the project?

Success of the project will be determined five ways:

- Efficient processing workflows will not be interrupted or changed.
- Interlibrary loan services will not be interrupted.
- Contributions from participating libraries needing to relocate material
- Data on volume ingestion.
- The exterior design of Module 2 and its relation to the existing complex must comply with the Riverside Campus Master Plan and must be approved by the Texas A&M Design Review Sub-council at their Schematic Design and Design Development stage.

6.2 What are the main barriers to the success of the project?

- Budget limitations in context of competition for construction trades staffing.
- The fact that Module 1 will continue operating during construction.
- The need for Project A/E (particularly the Structural Engineer) communication and engagement with each other and the Joint Library Facility staff to understand workflow needs that are unique to the library.
- The new Module 2 foundation and tilt wall system must integrate with the existing Module 1 systems.

6.3 Anticipated project phasing and factors affecting project phasing.

This Module 2 project is the second phase of a three phase development of the Joint Library Facility:

- Phase 1: Administration Wing and Module 1 library storage facility completed in 2013.
- Phase 2: Module 2 library storage facility.
- Phase 3: Module 3 library storage facility (future).

The design of Module 2 must take into consideration the existing library facility and the future addition of a Module 3 storage facility.

For this Phase 2 Module 2 library storage facility:

- The anticipated project phasing is stated in the CSP schedule
- Module 1 and the office complex will remain occupied and must remain functional during construction of Module 2.
- No additional phasing is anticipated at this time.

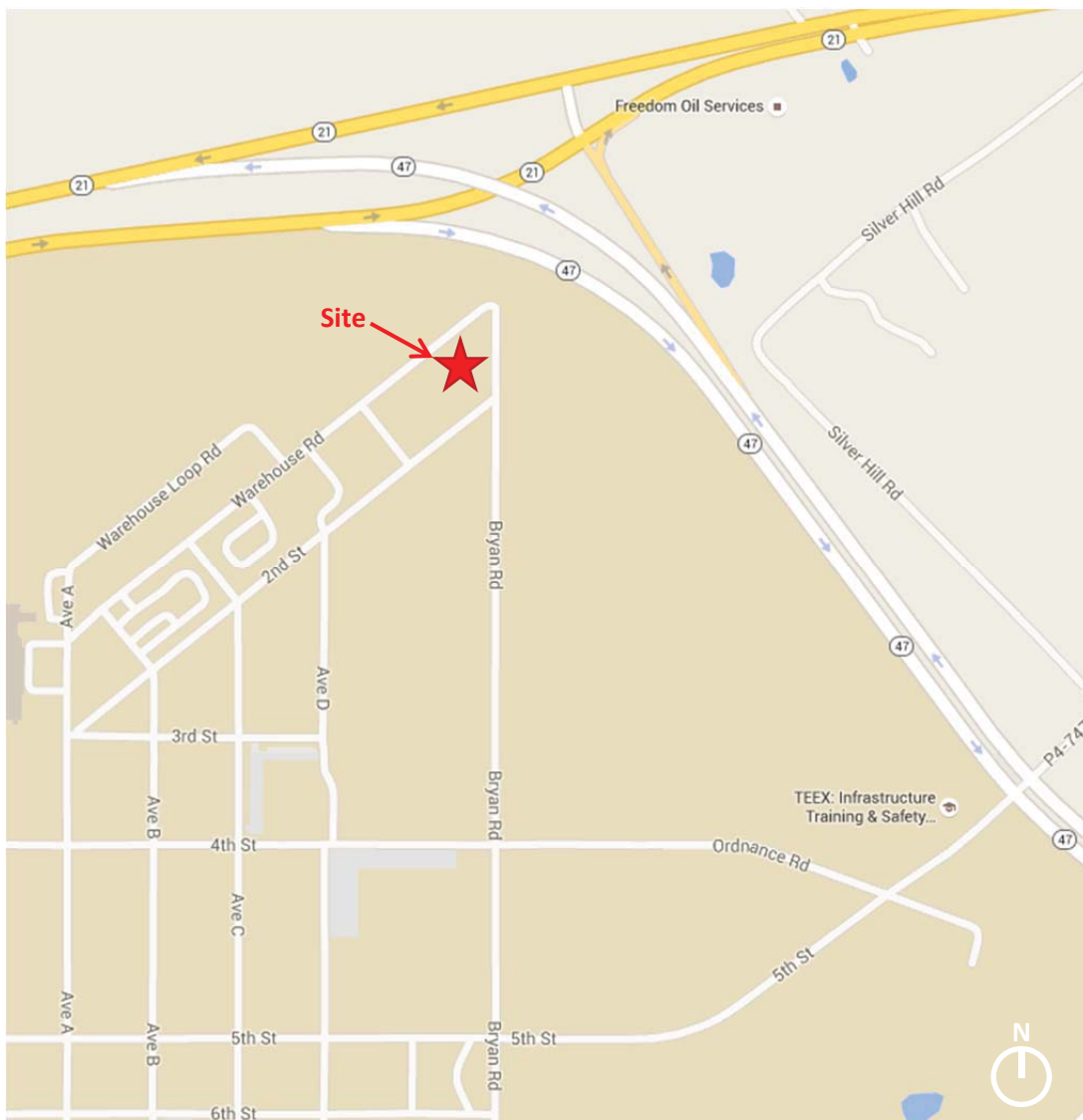
6.4 Break Down of Occupancy:

ID	Department	Number
1	Joint Library Facility	
2	Staff (Not Academic or Research)	3
3	Academic or Research	1
4	Students	4

6.5 Operational Hours:

Monday -Friday: 8:00 am – 4:00 pm
Yearly Operational Weeks: 52 weeks (Closed Holidays)

6.6 Site Map:



Enlarged Site Map



6.7 Site:

Wind Zone:

Brazos County falls into Wind Zone III.

Wind Storm Compliance:

N/A

Parking Requirements:

There are no new parking requirements for the Module 2 storage facility at this time. There are no changes to the staffing levels planned for in Module 1.

Fire Lane:

Module 1 installed a fire lane on the north side of the building. The Project A/E will need to review and coordinate extended access requirements. Consideration for the future Module 3 expansion should be considered.

Grading and Drainage:

The site shall be graded to continue providing positive storm water drainage away from the improvements. The Project A/E should verify adequacy of existing drainage ditches and culvert sizes for impact by the increased building footprint.

Runoff and erosion shall be controlled in accordance with the Storm Water Pollution Prevention Plan.

As required by the Technical Review Sub-Council of the Council for the Built Environment, the Project A/E "team needs to ensure that the project does not increase the rate of storm runoff into local creeks."

Landscape:

The Project A/E will follow the Riverside Campus Master Plan landscaping design guidelines. The user would like to match the existing grass buffer strip in areas disturbed during construction. Grass in the contractor staging area shall be maintained if possible and the area shall be kept free of litter.

The existing irrigation system should be relocated to the west side of the new Module 2 building and extended on the north and south sides to establish and maintain the grass landscaping.

A perimeter concrete mow strip to match the existing Module 1 mow strip is to be included. Provide a broom finish to new exterior walkway areas.

As required by the Technical Review Sub-Council of the Council for the Built Environment, the Project A/E team “should coordinate with Grounds Management for landscaping and irrigation concerns.”

Exterior Design:

The Project A/E will assist the User in presenting the Module 2 design to the Texas A&M Design Review Sub council for review of exterior design compatibility with the existing library facility and design compliance with the Riverside Campus Master Plan. Reviews will be at Schematic and Design Development stages. The Project A/E to make adjustments to design as required for approval.

The module 2 tilt wall system is to match the natural gray concrete (no added dye color or paint) of the Module 1 accent wings.

Security:

Security cameras and outside lighting will be required for the Module 2 expansion. The Project A/E should review the existing Module 1 conditions and coordinate the Module 2 lighting and security cameras to provide surveillance at each of the exterior doors.

It appears the security cameras on the north and south can have additional cameras mounted pointing in opposite directions. The Module 1 west wall cameras and lighting should be relocated to the Module 2 west wall.

Site Utilities:

There is an existing gas line from Atmos Energy located under the fire lane that runs parallel with Warehouse road. Consideration should be provided for tilt wall forms and crane placement during construction. There were challenges during Module 1 construction in working over and around this gas line.

Overhead power lines are located to the north and south of the building. Consideration should be provided for tilt wall construction. There were clearance challenges during Module 1 construction.

Rainwater Harvesting:

The Texas Water Conservation standards for state funded buildings require rainwater harvesting for new facilities over 10,000 SF. Module 1 is served by a 14,700 gallon rainwater harvesting system.

The Project A/E should evaluate the capacity of the existing tank to determine whether it is capable of serving the new Module 2 and the irrigation needs of the site. The staff has noted that the existing pump has been repaired multiple times and is not currently working. The existing irrigation system is currently tied into the domestic water system. The Project A/E should make recommendations for a functioning rainwater harvesting irrigation system.

If an additional tank is needed, Staff has requested that it be located on the south side of Module 2. In consideration of the library materials within the building, roof drains are to be located on one wall to limit exposure of library materials to potential leaks. Design should take into consideration the future Module 3 impacts.

Cardboard Recycling:

The staff is currently recycling cardboard in an area off of the fire lane. This will need to be relocated with convenient access for staff to recycle after shipments of books arrive. The new location should be coordinated closely with staff.

6.8 Describe the availability and location of utilities.

The Texas A&M University Council for the Built Environment (CBE) and Utilities & Energy Services (UES) Department have determined that there is utility production and capacity available to serve the Joint Library Facility. Utility infrastructure in the vicinity of the project site provides the following university utility services: Electricity, Domestic Water, sanitary sewer.

Atmos energy has an underground gas line off of the north side of the building.

It is anticipated that utility service to Module 2 will be from existing systems in the Phase 1 facility with the exception of Thermal utilities. There will be no permanent occupancy in Module 2 and no domestic water or sanitary sewer services required.

The Project A/E shall review and validate the adequacy of existing utilities, emergency and life safety systems installed previously during construction for Phase 1 for the expansion into Module 2 and the future Module 3 service. Consideration should be given to extensions and/or rerouting if necessary.

Preliminary review indicates that an additional chiller and air handler will be required to serve Module 2 with HVAC. The Project A/E team is to evaluate and recommend options for providing this service giving consideration to access and ease of maintenance. No roof top systems will be considered. Service to the future Module 3 will also be considered.

Preliminary review anticipates the ability of the existing Fire Protection System to have capacity to expand into both Module 2 and 3. Water pressure should be evaluated to determine if current system can sustain both the HVAC and fire suppression systems to Module 2. Consideration should be given for Module 3.

The project will be responsible to connect to the Phase 1 utility infrastructure in close coordination with and to gain approval from the FP&C Project Manager. Project contractor will be required to meet all university design guidelines for the electrical system and water systems to serve the facility and site, including required commodity metering.

Project will also be required to coordinate with the existing university standard Siemens building automation system (BAS) that was installed on Phase 1, which is also managed by UES. The project will be responsible to perform a Life Cycle Cost (LCC) evaluation before design to ensure building operating efficiency exceeds ASHRAE 90.1-2010 requirements by at least 20 percent. Utility commodity rates to be used for the analysis will be obtained from UES Department, with LCC evaluation reviewed with FP&C Project Manager and UES for approval prior to proceeding with facility design.

Pathways for telecommunications and fiber network services were provided to the building during construction of Phase 1. These services are not managed by UES and any must be provided by the project in close coordination with the FP&C Project Manager and appropriate Texas A&M University department to meet Texas A&M University standards.

6.9 Codes, Requirements, and Regulations

The project is to be designed and constructed to comply with the Riverside Campus Master Plan, FM Global standards and the current edition of the TAMUS Facility Design Guidelines, as well as contract provisions proscribed by the System Standard A/E Agreement. Except where FM standards are more stringent, the following Codes and Standards are to be followed and latest editions of each used:

- International Building Code (BC)
- Life Safety Code 101 as adopted by the State Fire Marshall, including all referenced standards
- FM Global standards for roof systems
- FM Global standards for fire protection systems
- International Mechanical Code (MC)
- International Plumbing Code (PC)
- National Electric Code (NEC)
- National Fire Protection (NFPA) Standards
- State Energy Conservation Design Standard (ASHRAE 90.1-2010)
- ASHRAE 62.1 Indoor Air Quality Standard
- Building Service Piping (ASME/ANSI B31.9)
- Texas Accessibility Standards (TAS)
- Americans with Disabilities Act (ADA)
- Safety Code for Elevators and Escalators (ASME A17.1 & A17.3)
- TIA/EIA Standards TIA/EIA

6.10 Program

ID	Space Name (occupancy)	Department	Type/Use of Space	Special Requirements	Sq Ft	Priority Scale
106B	Module II	Joint Library	Stacks holding 1,000,000 books	See Section 6.11	14000	1

6.11 Special Requirements for Module 2

Consideration for Module 3 expansion should be planned for as decisions are made.

General:

As required by the Technical Review Sub-Council of the Council for the Built Environment, the Module 2 is to be “designed to minimize, as much as practical, the effort needed for future maintenance. It is preferred that items requiring maintenance be easy to service, be easily accessible from the ground floor level, have generous clearances and be easy to isolate from energy sources with minimal impact to the rest of the facility. Elevated items requiring

maintenance that are difficult to service by ladder or lift should have permanent maintenance access platforms with permanent stairs or ladders, built-in fall prevention, and davits for hoisting parts and tools.”

Shelving:

Shelving within Module 2 must be compatible with shelving units used in the stack area of Module 1. This is important for two reasons. First, it is critical that shelving units can be used interchangeably between both Modules and second the archival trays that hold the books have been fabricated to fit the current shelving units.

Ideally, plan Module 2 around this Spacesaver system utilizing a similar layout and configuration. Shelving units should not be higher than 19 feet.

Add lift safety aisle edge guides embedded into the concrete between the library stacks. The guides help prevent the picker machines from hitting the shelving units. Aisles need to be wider than Module 1 for the lift safety aisle edge guides. This will require the footprint to be enlarged from the module 1 size.

As in the Phase 1 project, the shelving will be purchased directly by the owner and installed by the supplier. Project A/E to coordinate design with the requirements of the shelving system and installer.

Foundation:

The Module 2 floor is to be flush and continuous with the Module 1 floor. The specifications for Module 1 called for the finished floor surface of all cast-in-place concrete slabs inside the warehouse to have an F(min) of 75 according to ASTM E 1486 (Section 03-30-01).

The Project A/E should review the existing Module 1 foundation and tilt wall plans and coordinate the Module 2 accordingly. Notes on the Module 1 plans indicate that the foundation footing on the west side were not set up to carry additional floor or wall loads. They indicate that additional roof loads were planned for.

Exterior Doors:

Exterior doors on Module 2 must be weather proofed and should not allow water or pests to permeate the building. The Project A/E should evaluate options to protect exterior doors from driving rain conditions.

The Project A/E should also review and evaluate options to mitigate driving rain conditions at the exterior doors located on the north and south side of Module 1.

Emergency Systems:

The Project A/E should review and evaluate the Module 1 existing conditions to coordinate with Module 2 so that life safety code requirements are met in both modules once the addition is in place.

Provide new fire egress doors in Module 2 as required to meet the life safety code requirements.

Preliminary discussions indicate the existing fire sprinkler system designed for Module 1 can be extended into the Module 2 addition. Project A/E to verify.

Building Utilities:

An existing electrical room is located in the office/administration wing off of Module 1. Preliminary review of the service anticipates adequate capacity for the Module 2 and the future Module 3 expansions. Project A/E to verify.

Gas service was extended to Phase 1 by Atmos Energy. Gas needs for Module 2 are not anticipated.

No new domestic water for bathroom or fountain facilities is anticipated for the Module 2 and 3 storage facilities. The existing administration wing facilities are adequate.

Conduit has been extended across the Module 1 ceiling area above the central access aisle to the west wall for Module 2 electrical and data access. The project A/E should verify adequacy.

There is a phone at the central doors on the Module 1 west wall. Two new phones are needed in Module 2 at the central access and egress doors to serve staff.

Administration area Wi-Fi capability shall be extended to Module 2 to utilize tablet technology for increased efficiency. WIFI must be added to Module 2.

Roof drainage is to be in a similar configuration as Module 1 positioned along one exterior wall. This is to limit exposure to damage in the event a leak happens.

Lighting:

Interior lighting configuration to be arranged so that shelving space is not limited. Ceiling height, lighting configuration and lighting levels should be consistent with Module 1.

HVAC/Chillers/Humidity Control:

Air handling duct layouts are to be arranged so that shelving space is not limited.

The Project A/E should verify the existing equipment installed and its capacity, if any, to serve Module 2 and 3. Module 1 and its associated Administration/office wing appears to be served by two 22.7 ton chillers based on the documents of record. The Administration wing appears to be served by a Trane 39MN008 air handling unit. The Module 1 storage facility appears to be served by a Trane 39MN021 air handling unit based on documentation in the documents of record. Both air handler units are located in a mezzanine above the administration wing.

Distribution ducting within the Module 1 storage facility appears set to continue into Module 2, but return air ducting to the existing air handler unit or mezzanine area is a concern.

Preliminary review indicates a need for another air handler unit and chiller to serve Module 2. The Project A/E should review the existing system and validate whether it is adequate to expand into Module 2. Recommendations and costs should be closely coordinated with Staff, FPC staff, and the Utilities & Energy Services Department. Roof top units are not to be considered at this time.

If additional equipment is needed, the Project A/E should evaluate whether there is room in the mezzanine for additional equipment for Module 2 & 3 or whether a separate space would be needed. The Staff noted the picker system for the library shelves is typically not raised in the central aisle of the storage facilities. This allows additional room for design consideration.

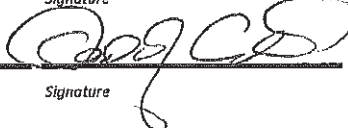
Humidity control is a concern for staff. The existing Module 1 storage facility is currently kept at approximately 68 degrees F with a 45% humidity level. The Project A/E should evaluate and propose HVAC options along with costs to obtain a 35% humidity level in Module 2 as requested by Staff. The Project A/E should provide options for consideration by Staff that would enable Module 1 to also obtain the desired 35% humidity level.

Section VII: Program of Requirements Sign Off

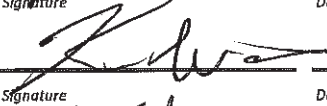
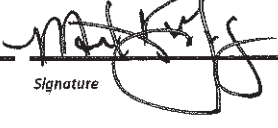
The representatives of Texas A&M University and Texas A&M University Libraries are in agreement that the Program of Requirements (POR) contained here within adequately identifies, describes, and documents the needs of the project.

Approval of the POR indicates an understanding of the purpose and content described in this document.

7.1 User Group:

Wyoma vanDuinkerken	Director of the Joint Library Facility		May 27/2015
Print Name	Title	Signature	Date
Pixey Anne Mosley	Associate Dean		5/27/2015
Print Name	Title	Signature	Date
David H. Carlson	Dean		5/27/15
Print Name	Title	Signature	Date
_____	_____	_____	_____
Print Name	Title	Signature	Date

7.2 System Member Administration:

Jerry R. Strawser	VP for Finance and Administration		6/11/15
Print Name	Title	Signature	Date
Karan L. Watson	Provost & Exec. VP for Academic Affairs		6-12-15
Print Name	Title	Signature	Date
Michael K. Young	President		6/19/15
Print Name	Title	Signature	Date
_____	_____	_____	_____
Print Name	Title	Signature	Date

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Section VIII: Appendix

Exhibit A:

**Joint Library Facilities Module 2 - Council for Built Environment approval & comments
(Scanned originals inserted as images)**

OFFICE OF THE PROVOST



Karan L. Watson, Ph.D., P.E.
Provost and Executive Vice President

April 24, 2015

MEMORANDUM

TO: David Carlson
Dean, Universities Libraries

FROM: Karan L. Watson
Provost and Executive Vice President
Co-Chair of Council for the Built Environment

RE: Joint Library Facilities Module 2

The Council for the Built Environment (CBE) considered the request from the University Libraries requesting approval to proceed with a new construction initiative to add Module 2 onto the Texas A&M University System and University of Texas System – Joint Library Facility (JLF) on the Riverside Campus of Texas A&M.

The following request was recommended by the CBE and approved by the President with attention to the considerations made by the sub-councils.

A copy of the approved recommendation is attached. **Please inform the requestor of this approval.**

cc: Bettyann Zito
Program Coordinator, Council for the Built Environment

Jack K. Williams Administration Building, Suite 100
1248 TAMU
College Station, TX 77843-1248 USA

Tel. +1 979.845.4016 Fax. +1 979.845.6994
provost@tamu.edu
<http://provost.tamu.edu/>

Co-Chairs:
Dr. Karan L. Watson, Provost and Executive Vice President
Dr. Jerry Strawser, Vice President for Finance and Administration



MEMORANDUM

SUBJECT: CBE Recommendation: Joint Library Facilities Module 2

Recommendations

- Further design details should be presented to the DRsc at Schematic Design and Design Development stage, in accordance with DRsc procedures.

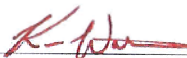
- **Facilities Services:**
The design team needs to ensure that the project does not increase the rate of storm runoff into local creeks.

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<http://cbe.tamu.edu/>

April 14, 2015
CBE Recommendation: Joint Library Facilities Module 2
Page 2

The project team should ensure that the facility is designed to minimize, as much as practical, the effort needed for future maintenance. It is preferred that items requiring maintenance be easy to service, be easily accessible from ground or floor level, have generous clearances and be easy to isolate from energy sources with minimal impact to the rest of the facility. Elevated items requiring maintenance that are difficult to service by ladder or lift should have permanent maintenance access platforms with permanent stairs or ladders, built-in fall prevention, and davits for hoisting parts and tools.

The CBE voted to recommend the President's approval, with noted caveats, the request from the University Libraries to proceed with the new construction initiative to add Module 2 onto the Texas A&M University System and University of Texas System- Joint Library Facility (JLF) on the Riverside Campus of Texas A&M.


Karan L. Watson
Provost and Executive Vice President
Co-Chair, Council for the Built Environment

4-20-15

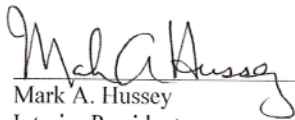
Date


Jerry Strawser
Vice President for Finance and Administration
Co-Chair, Council for the Built Environment

4/10/15

Date

Concur or not concur with CBE's recommendation:


Mark A. Hussey
Interim President

4-23-2015

Date

cc: Sub-Council Chairs, Council for the Built Environment
David H. Carlson, Dean, University Libraries

UNIVERSITY LIBRARIES
OFFICE OF THE DEAN



February 17th, 2015

To: Dr. Karan Watson
Provost and Executive Vice President for Academic Affairs
Co-Chair, Council for the Built Environment

Dr. Jerry R. Strawser
Vice President for Finance and Administration
Co-Chair, Council for the Built Environment

Through: David H. Carlson
Dean, University Libraries

Through: Pixey Anne Mosley
Associate Dean for Administrative and Faculty Services
University Libraries

From: Wyoma vanDuinkerken
Director of the Joint Library Facility
University Libraries

This memo is to request approval to proceed with a new construction initiative to add Module 2 onto the Texas A&M University System and University of Texas System - Joint Library Facility (JLF) on the Riverside Campus of Texas A&M. In May 2013, the two systems completed the initial construction for a cost sharing space planning initiative, titled "Joint Library Facility." The facility included storage Module 1 in the initial construction and was designed to allow easy expansion through the addition of 2 further storage modules when needed. Demand for shelf space in the facility by participating libraries has exceeded early estimates and at the current rate of ingestion, Module 1 will be filled to capacity in 2-3 years. To date, Module 1, which can hold one million volumes, has over 410,000 volumes on its shelves and an additional 155,000 volumes are slated for ingestion over the next few months.

This initiative is intended to help alleviate space pressures for libraries on the campuses of both university systems by retaining a single copy for shared ownership and use. Space for books in many university libraries is reaching capacity and without facilities like JLF some libraries are being forced to recycle their print volumes. Though infrequently used, these books need to be kept for research purposes. Adding stack space on campuses is very expensive and not necessarily a wise use of university land or monies. Research shows that it costs approximately \$4.26 a year to store one print volume in traditional library stacks. This cost is decreased to \$0.86 for that same volume to be stored in a facility like the Joint Library Facility. The expansion would consist of a 14,000 square foot tilt wall addition to the west side of Module 1. Module 2 would consist of stack area only, mirroring Module 1 with the capacity to hold an additional one million volumes.

Considering the original plan of the building as well as the recent cost increases in key materials and construction labor, we are comfortable that \$5M is an appropriate estimate for the addition. In November 2014, the University Libraries received back \$1.38M in earmarked funds from the original construction funding. It is our understanding that University Administration has indicated funding is available from central sources to make up the remaining \$3.62M needed to complete the Module 2 construction.

5000
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