

CONTRACT FOR ARCHITECT/ENGINEER SERVICES
FOR
CAMPUS MASTER PLAN UPDATE SERVICES
RELLIS CAMPUS MASTER PLAN
TEXAS A&M UNIVERSITY SYSTEM – RELLIS CAMPUS
BRYAN, TEXAS

THIS CONTRACT made the March 24, 2017, by and between the BOARD OF REGENTS OF THE TEXAS A&M UNIVERSITY SYSTEM, hereinafter called the “OWNER,” and Page Southerland Page, Inc., hereinafter called the “ARCHITECT/ENGINEER” OR “A/E”;

WITNESSETH, that whereas the OWNER intends to prepare a Campus Master Plan for the **Texas A&M University System - RELLIS Campus**, Bryan, Texas, (the “Project”);

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

I

CONTRACT AMOUNT AND PAYMENTS

- 1.1 The OWNER agrees to pay the A/E, when this Contract is fully completed, an all inclusive negotiated fee of Four Hundred Seventy-Four Thousand, Nine Hundred Twenty and no/100 dollars (\$474,920.00) to cover all costs and profits for performing the Scope of Work set forth in Attachment No. 1 to this Contract.
- 1.2 The fee to be paid to the A/E under this Contract will be paid upon completion and approval of the scope tasks set forth in Attachment No. 1 and in accordance with the following milestone schedule, subject to the provisions and modifications hereinafter stated:
 - Milestones: The master plan will be developed over a six-month period for Phase A, beginning upon receipt of the A&M System’s authorization to proceed, with approximately eight weeks for each sub-phase of work.
 - Phase A-1: Discovery
 - Phase A-2: Exploration
 - Phase A-3: Synthesis
 - The AE will invoice for the above services on a monthly basis in accordance with work completed during that period.
- 1.3 If the A/E incurs delay(s) in the completion of the work of a milestone (described in Paragraph 1.2 above) due to causes beyond the control of the A/E, the OWNER, at its sole discretion, may make partial payment(s) to the A/E for work performed to the time of the delay. The amount of the payment shall be in proportion to the percentage completion of the milestone work at the time of the delay as subjectively determined by the OWNER.

- 1.4 Under no circumstances shall the OWNER be obligated to make any payment (whether a progress payment or final payment) to the A/E if any one or more of the following conditions precedent exist:
- 1.4.1 The A/E is in breach or default under this Contract.
 - 1.4.2 Any portion of a payment is for services that were not performed in accordance with this Contract provided; however, payment shall be made for those services which were performed in accordance with this Contract.
 - 1.4.3 The A/E has failed to make payments that are properly due and owing to consultants or other third parties used in connection with services for which the OWNER has made payment to the A/E.
 - 1.4.4 If the OWNER, in its good faith judgment, determines that the balance of the unpaid fees are not sufficient to complete the services in accordance with this Contract.
 - 1.4.5 The A/E has failed to perform those services required to maintain the project schedule; provided that, barring any other claim by the OWNER, any withheld payments will be paid to the A/E at such time as the services are performed.

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

II

OBLIGATIONS, SERVICES AND DUTIES OF THE OWNER

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

Billy C. Hamilton, Executive Vice Chancellor and Chief Financial Officer
Office of Facilities Planning & Construction
The Texas A&M University System
301 Tarrow Street, 2nd Floor
College Station, Texas 77840-7896

With Copies to:

Russ Wallace
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

III

OBLIGATIONS, SERVICES AND DUTIES OF THE A/E

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

- 3.1 The A/E agrees and acknowledges that the OWNER is entering into this Contract in reliance on the A/E's represented professional abilities with respect to performing the A/E's services, duties, and obligations under this Contract. The A/E agrees to use the A/E's best professional efforts, skill, judgment, and abilities in performing the A/E's services.
- 3.2 Employ experienced architects, engineers, and a full team of necessary consultants, acceptable to the OWNER, and perform all professional services work set forth in Attachment No. 1, Scope of Work.
- 3.3 Assure that the makeup of the Master Plan team, as composed in the qualifications submittal remains intact, except as requested by or approved by the OWNER; or if a member ceases employment, his replacement must be approved by the OWNER.
- 3.4 Perform the professional services for the above named Master Plan work in accordance with Attachment No. 1, Scope of Work. These services include obtaining all required OWNER and regulatory agency input, obtaining and compiling all pertinent data, attending all meetings and conferences including recording notes and preparing and distributing minutes, developing a complete Master Plan in accordance with all applicable State and Federal regulations, codes, and requirements, providing deliverables and preparing material as may be required for the A/E's presentation of the Master Plan to the OWNER and other groups as set forth in Attachment No. 1.
- 3.5 Grant the OWNER the right to use reproducible film positives, digital versions, and hard copies of all Master Plan documents prepared for this Project as the OWNER sees fit for purposes of the planning of future additions, alterations, and/or modifications to the **RELLIS Campus Master Plan** and such uses shall not be considered to be infringing upon any legal right the A/E may have in such works as established by the Copyright Act of 1976 (17 U.S.C., Section 101 et seq.) and shall only be used in accordance with current State Rules and Regulations of the Practice of Architecture and Engineering.
- 3.6 The OWNER may retain copies of documents, including digital copies, for information and reference in connection with the Program of Requirements. Because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the A/E reserves the right to retain the original tapes/disks.
- 3.7 Provide reports of fee payments to Historically Underutilized Business (HUB) firms as requested by OWNER.

3.8 A/E Point of Contact:

Barbara Maloney, Principal
414 Jackson Street, Suite 404
San Francisco, California 94111
Phone: 415.477.5060
bmaloney@pagethink.com

with copies to

Ryan Losch, Associate/Urban Designer
400 West Cesar Chavez, Suite 500
Austin, Texas 78701
Phone: 512.382.3410
rlosch@pagethink.com

IV

CHANGES IN THE MASTER PLAN

- 4.1 After approval of the Master Plan, if the A/E is caused extra drafting or other expenses due to significant scope changes ordered in writing by the OWNER and not the fault of the A/E, the A/E will be paid an equitable fee for such extra services and expenses. Additional payment to the A/E for accomplishing the changes will be in accordance with an agreed fee, approved in writing by the OWNER prior to performance of the service. Compensation will be based on hourly rates in accordance with the attached Labor Rate Schedule (Attachment No. 2), limited by the maximum specified in the contract change. The fee shall be consistent with the applicable payment terms in Paragraph 1.2 adjusted, as mutually agreed upon, for the services required.
- 4.2 If the A/E is caused extra drafting or other expenses due to his own errors and/or omissions, he will make such corrections without additional fee.

V

TERMINATION OF CONTRACT

- 5.1 This Contract may be terminated by either party upon seven (7) days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination and such failure is not fully cured prior to the expiration of such seven (7) day period.
- 5.2 This Contract may be terminated at any time by the OWNER for its convenience upon at least fifteen (15) days' written notice to the A/E.
- 5.3 In the event of termination not the fault of the A/E, the A/E shall be compensated for all services satisfactorily performed to the termination date, together with approved Reimbursable Services/Expenses then due, provided A/E delivers to OWNER (i) statements, accounts, reports and other materials required for payment under this Contract and (ii) all reports, documents and other materials prepared by A/E prior to termination.

VI

SUCCESSORS AND ASSIGNMENT

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

VII

INSURANCE COVERAGE

The A/E shall obtain and maintain, for the duration of this Contract or longer as stated in subparagraph D below, the minimum insurance coverages set forth below. With the exception of Professional Liability (E&O), all coverage shall be written on an occurrence basis. All coverage shall be underwritten by companies authorized to do business in the State of Texas and currently rated A- or better by A.M. Best Company or otherwise acceptable to Owner. By requiring such minimum insurance, the Owner shall not be deemed or construed to have assessed the risk that may be applicable to the Architect/Engineer under this Contract. The A/E shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. The A/E is not relieved of any liability or other obligations assumed pursuant to this Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. Required insurance shall not be cancelable without thirty (30) days' prior written notice to Owner.

Coverages	Limit
A. Worker's Compensation	
Statutory Benefits (Coverage A)	Statutory
Employers Liability (Coverage B)	\$500,000 Each Accident \$500,000 Disease/Employee \$500,000 Disease/Policy Limit
B. Automobile Liability	
Owned Vehicles	\$1,000,000
Non-owned Vehicles	\$1,000,000
Hired Vehicles	\$1,000,000
C. Commercial General Liability	
Aggregate Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Premises and Operations	\$1,000,000
Personal/Advertising Injury	\$1,000,000
Products/Completed	\$1,000,000
D. Professional Liability (E&O)	
The A/E shall maintain Professional Liability covering wrongful acts, errors and/or omissions, including design errors of the A/E for damages sustained by reason of or in the course of	

performance of this Contract for three (3) years after the Project is complete. The Professional Liability insurance shall be in an amount of \$1,000,000 each claim/\$1,000,000 aggregate.

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

VIII

DISPUTE RESOLUTION

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

under §2260.052 of the Government Code shall be the Chairman of the Committee on Buildings and Physical Plant, Board of Regents, The Texas A&M University System.

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

IX

GENERAL CONDITIONS

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

Subcontracting opportunities are anticipated for the Master Plan development and therefore a HUB Subcontracting Plan (HSP) is required.

Failure to demonstrate Good Faith Effort: Upon a determination by OWNER that a HUB subcontracting is probable, the A/E is required to make a good faith effort to solicit and contract with HUBs. If the A/E has failed to demonstrate a good faith effort to fulfill the accepted HUB Subcontracting Plan or any Contract covenant detailed above, the OWNER may, in addition to all other remedies available to it, report the failure to perform to the Comptroller of Public Accounts Vendor Performance and Debarment Program.

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

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

Upon Owner's written request, Architect/Engineer will provide specified public information exchanged or created under this Agreement that is not otherwise excepted from disclosure under chapter 552, Texas Government Code, to Owner in a non-proprietary format acceptable to Owner. As used in this provision, "public information" has the meaning assigned Section 552.002, *Texas Government Code*, but only includes information to which Owner has a right of access.

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

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

9.8 CERTIFICATIONS:

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

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

9.8.2 Prohibited Bids and Contracts. A state agency may not accept a bid or award a contract that includes proposed financial participation by a person who received compensation from the agency to participate in preparing the specifications or request for proposals on which the bid or contract is based. The Government Code requires the following statement: "Under Section 2155.004, *Government Code*, the vendor certifies that the individual or business entity named in this bid or Contract is not ineligible to receive the specified contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate."

9.8.3 Previous Employment. The A/E acknowledges and understands that Section 2252.901 of the Texas Government Code prohibits a state agency from using state appropriated funds to enter into any employment, professional services or consulting services agreement with any individual who has been previously employed, as an employee, by the agency within the past twelve (12) months. If the A/E is an individual, by signing this Contract, the A/E certifies that Section 2252.901 (as amended) of the Texas Government Code

does not prohibit the use of state appropriated funds for satisfying the payment obligations herein.

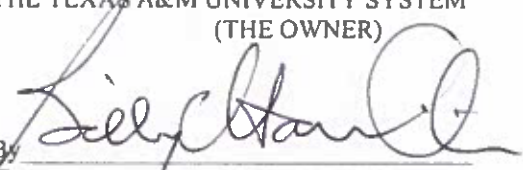
- 9.8.4 Franchise or Margin Tax. If the A/E is subject to the Texas franchise tax, the A/E certifies that, upon the effective date of this Contract, it is either exempt from the obligation to pay franchise taxes or is not delinquent in the payment of franchise taxes. The A/E agrees that any false statement with respect to franchise tax status shall be a material breach hereof, and OWNER shall be entitled to terminate this Contract upon written notice thereof to the A/E.
- 9.8.5 Debt to State. Pursuant to Sections 2107.008 and 2252.903 of the Texas Government Code, the A/E acknowledges and agrees that, to the extent the A/E owes any debt or delinquent taxes to the State of Texas, any payments the A/E are owed under this Contract may be applied by the Comptroller of Public Accounts toward any debt or delinquent taxes the A/E owes the State of Texas until the debt or delinquent taxes are paid in full.

[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)

PAGE SOUTHERLAND PAGE, INC.
(THE ARCHITECT/ENGINEER)

By 
Executive Vice Chancellor and Chief Financial Officer

Federal Tax I.D. No. Redacted

By 
(Signature)

Date 4/4/17


Barbara Maloney, Principal

Date 3/31/17

APPROVAL RECOMMENDED:

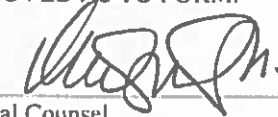

Executive Director
Office of Facilities Planning & Construction

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

Date 04.04.2017.

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

APPROVED AS TO FORM:


General Counsel

Name: _____

Name: _____

Name: _____

Name: _____

Date 4-4-2017

**CONTRACT FOR ARCHITECT/ENGINEER SERVICES
ATTACHMENT NO. 1
SCOPE OF WORK
RELLIS CAMPUS MASTER PLAN
CAMPUS MASTER PLAN UPDATE SERVICES**

The academic institutions and agencies of the Texas A&M University System plan to occupy education buildings, research buildings, headquarter buildings, and training facilities on the RELLIS Campus. In addition, Blinn College is developing new education facilities. The RELLIS Campus also includes privately-owned and independently-managed research facilities, secure industry labs, and mixed-use commercial districts. These uses are clustered within designated districts/campuses.

The A/E shall prepare a comprehensive Master Plan for the Texas A&M University System – RELLIS Campus in Bryan, Texas. The Master Plan will cover the period beginning calendar year 2017 through calendar year 2027 with and overall framework defined for future years.

The Basic Services to be provided in this Master Plan preparation include the following three sub-phases of work.

- Phase A-1: Discovery
- Phase A-2: Exploration
- Phase A-3: Synthesis

PHASE A-1: DISCOVERY

The goals during the Discovery phase of work are for the consultant team to develop a comprehensive understanding of the current overall academic and research vision for the RELLIS Campus, as well as the planning and design issues that will inform the plan, and to establish a dialogue with stakeholders that will encourage engagement in the planning process.

Specific tasks include the following:

Task 1.1 Data Collection, Review and Analysis

The A/E team will collect and review available data to understand academic, research and strategic goals, regulatory issues, and the campus and campus systems. As part of this effort, the A/E team will prepare a base map of the campus using survey and site data supplied by the A&M System.

Work Session # 1: Site Investigation and Stakeholder Interviews

The A/E team will facilitate an initial work session that will include meetings with the Executive Committee to establish project goals and identify issues and priorities, followed by interviews with sub-committee representatives and other stakeholders. The team will also tour the campus and facilities during this work session visit.

Task 1.2 Planning Analysis

The A/E team will review current relevant plans for the RELLIS Campus, including the 2013 Riverside Campus, the Riverside Airport Master Plan and other partner institution plans, as well as relevant state and local planning documents to understand the existing planning and regulatory context for the campus.

Task 1.3 Program

The A/E team will prepare a master plan level program based on data supplied by stakeholders. The program will include estimates of program needs for current and future student, faculty and researcher populations for the various Member departments, agencies, and institutional partners occupying the campus, documentation of currently planned projects, including the Blinn College, Gateway and Training facility projects, and other planned projects. It will also include projections of potential future program needs for academic, research and private partner initiatives, factoring in the findings of the market opportunities assessment.

Task 1.4 Land and Building Use Analysis

The A/E team will perform an analysis of land and building use to understand the current organization of the campus and campus districts. The analysis will include an assessment of campus carrying capacity and an examination of the campus and surrounding areas to identify characteristics such as land uses, scale, density, open space features, and other factors, in order to understand relationships and connections.

Task 1.5 Landscape and Open Space Analysis

The A/E team will perform an analysis of the landscape and open space setting at the campus that examines existing conditions, identifies areas to be preserved or enhanced, and establishes opportunities to strengthen the overall open space environment to create a coherent image. The analysis will be also consider local climate, hydrology, plant species and native habitat.

Task 1.6 Vehicular Circulation Analysis

The A/E team will analyze vehicular circulation systems, as well as transit and shuttle service at the campus to establish current circulation patterns, and identify constraints and opportunities to improve these systems. The analysis will prioritize assessment of a planned new campus loop road.

Task 1.7 Infrastructure Analysis

The A/E team will analyze existing infrastructure systems for the campus, including the review of plans for current projects. The analysis will be used to assist in developing a conceptual plan that will support appropriate and adequate systems for future development. The analysis will prioritize the assessment of a planned utility loop system.

Task 1.8 Campus Security Review

The A/E team will work with stakeholders to identify areas requiring physical security for research grants and contracts, and coordinate recommendations for these areas.

Task 1.9 Historic Resources Review

The A/E team will review the recent Texas Historic Commission historic resources assessment to identify opportunities for integration or demarcation of significant sites within the master plan.

Task 1.10 Branding/Signage Visioning

The A/E team will engage in a branding and signage visioning exercise to determine the wayfinding and signage identity objectives of identify for the RELIS Campus and how it may be employed for ongoing and future projects.

Task 1.11 Planning and Urban Design Framework and Preliminary Alternatives

The A/E team will synthesize the findings of all Phase A-1 tasks into a planning and design framework for the campus that establishes opportunities and constraints, and serves as the basis for the development

of planning and design options. The team will also begin to identify alternative options for the development of the campus to be further developed during the Exploration phase of work.

Work Session # 2: Presentation of Phase A-1 Findings

The A/E team will hold a second work session with the Executive Committee and other sub-committee and stakeholders, as appropriate, to review the findings of the Discovery phase of work, and to establish direction for the further development of master plan alternatives during the Exploration phase.

Phase A-1 Deliverables

- Summary of key themes from stakeholder interviews
- Annotated PowerPoint documenting the findings of various analysis tasks for the campus including:
 - Planning context
 - Program
 - Land and building use
 - Landscape and open space system
 - Circulation systems
 - Infrastructure systems
 - Campus physical security review
 - Branding vision goals
- Annotated PowerPoint illustrating planning and urban design framework and preliminary alternatives for the campus

Phase A-1 Meetings

- Project management call (typically every two weeks)
- Work Session # 1
 - Executive Committee meeting
 - Sub-committee and individual stakeholder interviews
- Work Session # 2
 - Executive Committee meeting
 - Other sub-committees and stakeholders, as appropriate

PHASE A-2: EXPLORATION

The Exploration phase of the master planning process will examine options for near-term and long-term development of the campus, based on the planning assessment, technical analyses, and design framework established in Phase A-1, as well as guidance from the Executive Committee. The goal of the Exploration phase is to reach consensus on preferred alternatives to be developed as draft plans for the campus.

The master plan alternatives will address a variety of planning and development considerations, such as accommodating growth, improving existing systems, strengthening campus image and identity, enhancing the academic and research environment, and creating a sustainable framework for long term campus development. A comparative assessment of these concepts will be made to assist in their review by the Executive Committee and other stakeholders.

Specific Phase A-2 tasks will include the following:

Task 2.1 Alternatives Preparation and Assessment

The A/E team will prepare up to three alternative framework and development concepts for the campus based on the initial ideas presented during the Discovery phase of work. A comparative assessment of these concepts will be made to assist in their review.

Work Session # 3: Committee Review and Stakeholder Engagement

The alternatives will be presented to the Executive Committee and other sub-committees and stakeholders, as appropriate, with a view to selecting a preferred alternative or combination of alternatives that will form the basis of the draft master plans.

Task 2.2 Preferred Alternative Development

The A/E team will assist the Executive Committee in the evaluation and selection of the preferred alternative. The team will further articulate the preferred alternative to incorporate any comments received during Work Session #3.

Task 2.2 Preferred Alternative Supporting Plans Preparation

The A/E team will develop a series of supporting plan diagrams for the preferred alternative based upon the plan goals and the analysis from Phase A-1. These plans will include land use, open space systems, circulation, parcelization and phasing, and infrastructure diagrams.

Phase A-2 Deliverables

- Annotated PowerPoint presentation documenting initial alternatives and alternatives evaluation
- Preferred alternative plan update
- Supporting plan diagrams including:
 - Land use
 - Landscape and open space
 - Circulation
 - Parcel/phasing plan
 - Infrastructure systems

Phase A-2 Meetings

- Project management call (typically every two weeks)
- Work Session # 3
 - Executive Committee meeting
 - Other sub-committees and stakeholders, as appropriate

PHASE A-3: SYNTHESIS

Phase A-3 of the planning process will focus on the development and documentation of the draft and final RELLIS Campus master plan.

The master plan will establish a vision that links the Member's strategic plan and mission to the physical development of the campus. It will establish a framework for building and site improvements that preserves and extends the qualities of the campus, and enhances connections with their surrounding settings. It will establish criteria for campus improvements and facilities. The master plan will be supported with design and branding/wayfinding guidelines.

The final plan will serve as a tool that can strengthen the campus's identity and assist with fund-raising efforts for future projects.

Specific Phase A-3 tasks will include the following:

Task 3.1 Draft Plan Preparation

The draft plan will be prepared based on the preferred plan selected at the completion of the Exploration phase. The draft plan will contain the following elements:

- Illustrative plan

- Conceptual renderings (four)
- Area context plan
- Design principles/guidelines
- Program statement
- Land and building use plan
- Landscape and open space plan
- Circulation plan
- Parking demand analysis

Task 3.2 Implementation Strategy

The A/E team will prepare a high-level implementation strategy that addresses the phasing and sequencing of capital projects, and site improvements for the campus.

Work Session # 4: Committee Review and Stakeholder Engagement

The A/E team will present the draft plan to the Executive Committees and other sub-committees and stakeholders, as appropriate.

Task 3.3 Architecture and Landscape Design Guidelines

The A/E team will prepare campus-wide architectural guidelines outlining key principles for the RELLIS Campus branding and exterior material palette, and landscape guidelines addressing the relationship of the campus to the natural environment. These principles will outline key issues to guide future development in a consistent and integrated manner.

The team will also develop district-specific architectural design guidelines for up to four distinct areas that emerge through the master plan process. These guidelines will build from the established campus-wide principles and provide supplementary information, exclusions, or additions for each area.

Task 3.4 Branding/Signage Conceptual Principles

The A/E team will develop conceptual branding and signage principles for the entire campus. These principles will create a vision for all branding, signage types, and identification strategies to be employed throughout the site and for the different development categories. This process will reveal strategies for a complete signage overlay for the entire project including highway 21/47 signage, entrance elements, site vehicular and pedestrian wayfinding, street signage, site regulatory/security signage, historical and interpretive signage, as well strategies for development partners and tenant facility identification and complete signage guidelines.

Task 3.5 Infrastructure Demand Analysis

The A/E team will develop a capacity analysis of the master plan build-out and phasing to determine a strategy for implementation of the initial and any future central utility plants and campus loops for chilled water. The analysis will evaluate the expandable capacity of the current central plant project to determine how much of the projected master plan build-out it will support and when a second central plant will be required. Hydraulic modeling will be used to accurately estimate the correct pipe sizing for the campus. This study will also review dedicated water management strategies for integration into the infrastructure systems.

Task 3.6 Campus Sustainability Plan

The A/E team will develop goals for the sustainable development of the RELLIS Campus as the basis for an overall campus sustainability plan. The review will consider the integration of “smart building” technologies, opportunities for Net Zero energy buildings, water efficiency and conservation, and other

sustainable initiatives to be incorporated in the plan. The team will evaluate existing sustainability frameworks (e.g. LEED ND, Living Communities, etc.) for their suitability for the campus.

Task 3.6 Prepare Final Documents

The A/E team will prepare the final plans based on direction from the Executive Committee and sub-committee and stakeholder input. The final plans will be documented in narrative reports with supporting graphics.

Final Presentations

The A/E team will present the final plan to the Executive Committees, and other sub-committee and stakeholders, as appropriate.

Phase A-3 Deliverables

- Annotated PowerPoint presentation documenting draft and final plans
- Draft and final plan reports in PDF format
- Architectural and Landscape Design Guidelines
- Branding/Signage Principles and Guidelines
- Infrastructure Load Analysis
- Campus Sustainability Plan

Phase A-3 Meetings

- Project management call (typically every two weeks)
- Work Session # 4
 - Executive Committee meeting
 - Other sub-committees and stakeholders, as appropriate
- Final Presentations

PHASE A EXCLUSIONS

The following services are excluded from the Phase A base scope of services:

- District-specific supplements to the A&M System Facility Design Guidelines
- Detailed wayfinding and signage master plan
- Detailed implementation planning and cost estimating
- Building standards
- Rendering/animation services beyond the four included in Phase A
- Other services listed below in the Phase B scope of services

PHASE B: DETAILED PLANNING STUDIES

Phase B scope of services are Additional Services. These include a series of studies to further detail the master plan. These will evaluate and make recommendations on influential systems and elements that will impact the future development of the RELLIS Campus. These services include the following studies:

INNOVATION DISTRICT MARKET ANALYSIS

The A/E team will complete an economic analysis of key industries that can support the vision established by the master plan. The study will examine the market viability of non-university uses on the campus (i.e. market housing, retail, office, etc.) to identify and quantify the gap between the current market and the aspirational goal. An implementation strategy will be developed to attract and identify key industry partners, as well as the public-private funding sources needed to attract industry, capital, and market uses to the site.

This market analysis is broken into five specific tasks:

- Task 1: Outreach and Benchmarking
- Task 2: Market Scan
- Task 3: Opportunity Analysis
- Task 4: Implementation Strategy
- Task 5: Final Recommendation

A detailed proposal is available for further descriptions of each task.

A&M SYSTEM FACILITY DESIGN GUIDELINES REVIEW

In this study, the A/E team will evaluate the A&M System Facility Design Guidelines to determine if any of these standards require adaptation or supplementation for the proposed development on the RELLIS Campus.

WAYFINDING/SIGNAGE MASTER PLAN

The A/E team will build upon the branding and signage vision established in the base scope to develop a complete wayfinding and signage master plan for the RELLIS Campus. This plan will contain buildable documentation of all sign types as well as signage guidelines for all development partners and tenants. This documents will be able to be revised as the development evolves and needs change.

IMPLEMENTATION/COST ANALYSIS

The A/E team will evaluate the cost implications of key elements and phasing established in the master plan. This analysis will refine the implementation strategy through an understanding of the most cost effective or appropriate means of achieving the plan objectives. Conceptual cost estimates will be developed for significant building, landscape, and infrastructure projects as determined in coordination with TAMUS leadership.

DETAILED HISTORIC RESOURCES PLAN

For buildings determined to be demolished, the historic resources plan will investigate commemoration options. A conceptual plan for Campus-wide interpretive signage graphics that outline the history of the site will also be developed.

INFRASTRUCTURE/UTILITIES MASTER PLAN

The A/E team will develop a detailed infrastructure and utilities master plan. The analysis will consider issues such as the capacity, age and condition of existing systems, and will identify current constraints or deficiencies, as well as the potential to accommodate future campus development. It will identify best management practices and opportunities for green infrastructure.

The electrical distribution system will be reviewed for capacity to accommodate growth and improve reliability and redundancy. The analysis will identify opportunities for building level energy strategies and systems, renewable energy options, and district energy solutions. It will identify strategies for the implementation of electricity and communications infrastructure and how they may integrate with chilled water strategies outlined in Phase A.

The study will consider the cost implications of any proposed alternatives. A phasing strategy will be developed to understand the most effective method for expanding the campus systems. This report will also outline strategies to integrate SMART campus infrastructure.

DETAILED CIRCULATION STUDY

The A/E team will build from the analysis in Phase A and investigate detailed and district-specific circulation systems. This will include a definition of roadway and bikeway classifications. An assessment of opportunities to reduce vehicle trips through transportation demand management strategies will be included, as well as alternative mobility solutions such as autonomous vehicles, and EV charging stations.

CAMPUS SECURITY PLAN

The A/E team will utilize the findings of Phase A to understand areas of campus that require physical security separation. This plan will outline specific recommendations for providing necessary separation through methods that still allow an aesthetically integrated campus. The analysis will also outline the technology requirements for individual building security through access and visual controls.

CAMPUS TECHNOLOGY PLAN

The A/E team will analyze existing technology infrastructure based on available data and ongoing projects, and identify current constraints or deficiencies, as well as the potential to accommodate future campus development. The analysis will take into consideration the technology needs of a 21st-century learning teaching, learning and research environment. The plan will propose a strategy for implementation throughout the campus.

SCHEDULE

The master plan will be developed over a six-month period for Phase A, beginning upon receipt of the OWNER’s authorization to proceed, with approximately eight weeks for each sub-phase of work. Fees listed below are based upon this six-month time frame. Should the OWNER require additional time for review or development of Phase A activities, scope adjustments can be discussed as appropriate. The schedule for Phase B, or portions thereof, will be determined at the time of execution.

FEES AND TERMS

The A/E team will perform the services described above for a fixed fee of \$474,920 (Four Hundred Seventy-Four Thousand, Nine Hundred Twenty and no/100 Dollars) for base planning and design services, and related support studies. Reimbursable expenses are included in this fee for travel and basic printing items. (A maximum printing allowance is provided below for final report printing.) The following is a breakdown of fees by phase of work and sub-consultant services:

Services

PHASE A: BASE PLANNING AND DESIGN SERVICES		
<i>Firm</i>	<i>Discipline(s)</i>	<i>Fee</i>
Page	Planning, Architecture, Landscape, Branding/Signage	\$310,000
Sherwood	Civil Engineering	\$24,000
DeShazo <small>HUB</small>	Transportation/Parking	\$30,370
Architexas	Historic Preservation	\$8,550
AEI Engineers	MEP Engineering	\$35,000
PEC	Site Security	\$10,000
Atkins	SMART Campus	\$15,000
Coleman <small>HUB</small>	Landscape Support	\$36,000
Dynamic Reprographics <small>HUB</small>	Printing	\$6,000
BASE PLANNING TOTAL		\$474,920

Following execution of the contract, the AE will invoice for the above services on a monthly basis in accordance with work completed during that period.

Additional optional studies as part of Phase B will further detail the master plan and may include the items below. The fees for these studies will be determined in consultation with the OWNER.

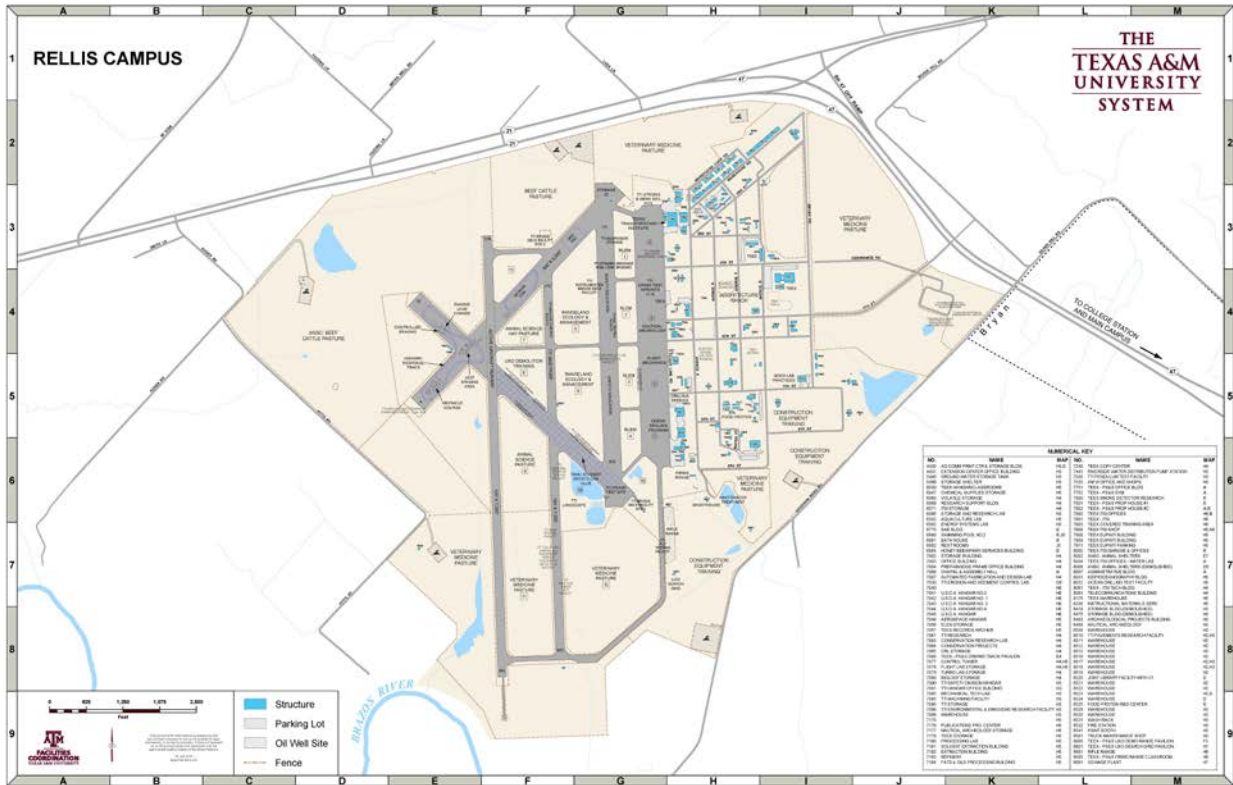
PHASE B: DETAILED PLANNING STUDIES	
<i>Service</i>	<i>Firm(s)</i>
Innovation District Market Study	Page, HR&A
A&M System Facility Design Guidelines Review	Page
Wayfinding/Signage Master Plan	Page
Implementation/Cost Analysis	Page, Sunland <small>HUB</small>
Detailed Historic Resources Plan	Page, Architexas
Infrastructure/Utilities Master Plan	Page, AEI Engineers, CNG Engineers <small>HUB</small> , Garza EMC <small>HUB</small> , Sunland <small>HUB</small>
Detailed Circulation Study	Page, DeShazo <small>HUB</small>
Sustainability Plan	Page, Atkins
Campus Security Plan	Page, PEC
Campus Technology Plan	Page, 4B Technology <small>HUB</small>

OPTIONAL ADDITIONAL RENDERING SERVICES		
<i>Service</i>	<i>Firm(s)</i>	<i>Fee</i>
Additional Conceptual Renderings	Page (In-House)	\$7,000 per rendering <i>(prices exclude professional photography)</i>
Campus Fly-through/ Animation (2:30 length)	Page (In-House)	\$19,000 per video
	Out-of-House	\$29,500 per video <i>(prices exclude professional photography)</i>

DELIVERABLES

The format of the master plan will be a printed document. The A/E team will provide 10 copies of the final master plan document. Electronic versions suitable for printing additional copies and for electronic transmission, will also be made available to the OWNER.

PLANNING AREA – CAMPUS BOUNDARY MAP



**CONTRACT FOR ARCHITECT/ENGINEER SERVICES
ATTACHMENT NO. 2
PERSONNEL TITLES AND HOURLY RATES
RELLIS CAMPUS MASTER PLAN
CAMPUS MASTER PLAN UPDATE SERVICES**

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, Planning, Landscape, Branding/Signage – Page Southerland Page, Inc	
Senior Principal	\$ 260
Principal	\$ 225
Project Manager III	\$ 200
Project Manger II	\$ 170
Project Manager I	\$ 145
Urban Planning Lead	\$ 205
Senior Urban Planner	\$ 140
Urban Planner	\$ 105
Architectural Lead	\$ 165
Architect III	\$ 160
Architect II	\$ 130
Architect I	\$ 110
Designer II	\$ 100
Designer I	\$ 85
BIM Manager	\$ 125
BIM Specialist	\$ 85
Landscape Architectural Lead	\$ 200
Landscape Architect II	\$ 130
Landscape Architect I	\$ 100
Branding/Signage Design Principal	\$ 200
Brand Strategist	\$ 175
Branding/Signage Senior Designer	\$ 150
Branding/Signage Project Manager	\$ 150
Branding/Signage Designer	\$ 95
Administrative Staff	\$ 85

Civil Engineer – Sherwood Design Engineers

Managing Principal	\$ 275
Principal	\$ 205
Senior Project Manager	\$ 190
Project Manager	\$ 175
Design Engineer III	\$ 160
Designer III	\$ 160
Design Engineer II	\$ 145
Designer II	\$ 145
Design Engineer I	\$ 135
Designer I	\$ 135
Graphic Designer	\$ 130
Senior CAD Drafter	\$ 105
Project Assistant	\$ 105

Transportation/Parking – DeShazo Group

Principal	\$ 250
Professional (Engineer)	\$ 185
Technical	\$ 135
Clerical	\$ 85

Historic Preservation – Architexas

Senior Principal	\$ 200
Principal	\$ 165
Project Manager	\$ 120
Architectural Intern/CAD Technician	\$ 85
Historic Preservation Specialist	\$ 85
Administrative	\$ 65

MEP Engineering – Affiliated Engineers, Inc.

Principal	\$ 250
Market Leader	\$ 250
Senior/Sustainable Planner	\$ 195
Project Manager/Senior Engineer	\$ 180
Engineer	\$ 165
Graduate Engineer	\$ 110
Commissioning/Senior Field Services	\$ 140
Senior Designer	\$ 140
Designer	\$ 90
CAD Technician	\$ 90
Field Representative	\$ 90
Senior Administrative Assistant	\$ 85
Administrative Assistant	\$ 60

Site Security – Protection Engineering Consultants

Senior Principal	\$ 275
Senior Engineer	\$ 200
Project Engineer	\$ 180
Senior Associate Engineer	\$ 150

SMART Campus – Atkins

Principal/Project Manager	\$ 265
Mechanical Engineer	\$ 235
Transportation/Connected and Autonomous Vehicles	\$ 304
Utility Systems	\$ 257
GIS Technologies	\$ 152

Landscape Support – Coleman & Associates

Principal	\$ 160
Associate Principal	\$ 130
Project Manager	\$ 115
Landscape Designer III	\$ 105
Landscape Designer II	\$ 95
Landscape Designer I	\$ 85
CAD Technician	\$ 75
Administrative Staff	\$ 75

Printing –

Not Applicable – printing services will be billed based on the size and quantity of the books printed