

SECTION 5.1.1 – ANTICIPATED A/E AGREEMENT PROVISIONS AND EXHIBITS

The following identifies certain provisions of the A/E Agreement Between the Board of Regents, The University of Texas System, Owner, and the Project Architect/Engineer, which are anticipated to be specific provisions included in the executed Agreement for this project.

The final Agreement will not be limited to the provisions listed below.

ARTICLE 1 thru 13

ARTICLE 14

OTHER CONDITIONS OR SERVICES

14.1 Basic Services. The Project Architect's Basic Services are those services described in paragraphs 1.2 through 1.6 for which compensation is provided as Basic Compensation 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. Life Safety Code Compliance

14.2 Additional Services. The services identified in the following list are not included in Basic Services.

14.2.1 PROGRAMMING SERVICES. Before proceeding into the Schematic Design Phase, the Project Architect and his entire consultant team, including Civil Engineer, Laboratory Design Consultant, Hazardous Material Abatement Consultant, Commissioning Consultant and Constructability Contractors, working with the Owner shall prepare a comprehensive Facility Program for the project. This Facility Program shall be prepared in accordance with the U. T. System Facilities Programming Guidelines which are hereby incorporated herein by reference, a copy of which has been provided to Project Architect. The anticipated services and deliverables under the responsibility of the Project Architect are summarized in an attached Exhibit, the Anticipated Programming Deliverables. Following selection, the Project Architect shall provide the Owner with a written itemized cost proposal to provide the designated programming services. Such compensation shall be in addition to the percentage based fee for Basic Services. The Project Architect shall plan to meet with representatives of the Owner as required during the development of the Facility Program and

shall revise the Program as necessary to achieve approval of the Owner. In accordance with the Professional Services Procurement Act, the Owner will review the Project Architect's proposal for programming services and attempt to negotiate a fair and reasonable fee for these services. If the Owner and Project Architect are unable to do so, the Owner will formally end negotiations with the Project Architect, select the next most highly qualified Project Architect, and attempt to negotiate a fair and reasonable fee for these services.

14.2.2 CONSTRUCTABILITY SERVICES. The Project Architect shall employ

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Constructability Consultant or Contractor, which will not submit a bid for this project, to provide outside constructability consultation, cost estimating services and construction expertise through the Facility Program, Schematic Design, Design Development and Construction Document Phases. The Constructability Consultant or Contractor, working with a Mechanical/Electrical/Plumbing Subcontractor, will provide review input related Project objectives, methods and concepts of "constructability." In addition, the Constructability Consultant or Contractor will submit for review a Cost Quantity Survey to coincide with the Project Architect's Basic Services submission requirements. Following selection, the Project Architect shall provide the Owner with a written itemized cost proposal to provide the "constructability" services identified in the Constructability Implementation Program, attached to this Agreement as an Exhibit. The Owner will review the Project Architect's proposal for "constructability" services in accordance with the Professional Services Procurement Act.

14.2.3 HAZARDOUS MATERIAL ABATEMENT SERVICES. The Project Architect shall employ a Hazardous Material Abatement consultant, from the list of firms included in an attached Exhibit, to provide hazardous material abatement expertise (including, but not limited to, asbestos and lead) through the Facility Program, Schematic Design, Design Development, Construction Document and Construction Administration Phases. This shall include reviewing Owner provided surveys, making recommendations for any additional surveys required, providing design and cost alternatives regarding hazardous material abatement, preparing plans and specifications to include abatement in the general construction scope of work, providing a licensed individual to monitor hazardous material removal as required by State and EPA guidelines, and preparing a final abatement report. Compensation for these services shall be in addition to the percentage based fee for Basic Services. Therefore, the construction cost of the abatement work will not be included in the basis for the Project Architect's Basic Services fee. Following selection, the Project Architect shall provide the Owner with a written itemized cost proposal to provide the above Hazardous Material Abatement Consulting services, including coordination of the Project Architect. The Owner will review the Project Architect's proposal for these services in accordance with the Professional Services Procurement Act.

14.2.4 COMMISSIONING SERVICES. The Project Architect shall employ a Commissioning consultant to provide commissioning expertise through the Facility Program, Schematic Design, Design Development, Construction Document and Construction Administration Phases. The Commissioning Consultant will provide review input related project objectives, methods and concepts of commissioning. Following selection, the Project Architect shall provide the Owner with a written itemized cost proposal to provide the commissioning services identified in the Commissioning Implementation Program, attached to this Agreement as an Exhibit. The Owner will review the Project Architect's proposal for commissioning services in accordance with the Professional Services Procurement Act.

14.2.5 TPDES CONSULTANT. The Project Architect shall employ a qualified Consultant (the "TPDES Consultant"), experienced in the Texas Pollutant Discharge Elimination System (TPDES) requirements and in the best management practices used at construction sites to control erosion and sediment, to prevent the discharge of pollutants and to prevent or mitigate the impacts of storm water runoff on water quality (collectively "BMPs"), which TPDES Consultant shall be approved in writing in advance by Owner, to provide expertise with respect to Texas Commission on Environmental Quality regulations and BMPs through all phases of the Project. The TPDES Consultant's services shall include, without limitation, (1) recommending structural and non-structural BMPs to Project Architect or other subcontractors under this Contract for civil and landscape site coordination, (2) preparing of Storm Water Pollution Prevention Plans (SWPPPs) including any BMP drawings and details (3) as requested in writing by Owner, assisting in the updating of SWPPPs and all other permit documentation required by the TCEQ for the Project, and (4) the drafting of technical specifications governing the Contractor/Contractor's obligations under the applicable TPDES regulations and the TCEQ General Permit for Storm Water Discharges From Construction Sites ("General Permit") No. TXR 150000 and governing the Contractor/Contractor's recommended courses of action under BMPs. The TPDES Consultant shall insure that the storm water pollution prevention plan has been prepared for the site in accordance with the General Permit and that such plan complies with approved State and/or local sediment and erosion plans or permits and/or storm water management plans or permits, including, without limitation, any TPDES permit issued to The University of Texas component on which the site is located. The TPDES Consultant, through Project Architect, shall determine whether General Permit coverage is required, and, if so, shall advise Owner of Owner's obligations under the General Permit and shall advise Owner of the Contractor/Contractor's obligations under the General Permit. If there are multiple projects proposed to be conducted concurrently in contiguous areas and general permit coverage is required, the TPDES Consultant shall advise Owner of Owner's obligations and prepare one SWPPP for the entire area encompassing all projects and shall amend such SWPPP at the request of Owner to insure that the

Contractor/Contractors of each project can comply with TPDES requirements and BMPs. PROJECT ARCHITECT HEREBY INDEMNIFIES AND HOLDS HARMLESS OWNER FROM ANY AND ALL LIABILITY, LOSS, DAMAGE, COST, AND EXPENSE ARISING OUT OF A VIOLATION OF THE APPLICABLE TCEQ TPDES REGULATIONS, BMPs, THIS PARAGRAPH OF THIS AGREEMENT, OR THE TERMS AND CONDITIONS OF THE GENERAL PERMIT TO THE EXTENT ATTRIBUTABLE TO A WILLFUL, NEGLIGENT OR ACCIDENTAL ACT OR OMISSION OF PROJECT ARCHITECT OR ITS CONSULTANTS.

14.2.6 REGISTERED ACCESSIBILITY SPECIALIST. Services provided by an independent contract provider under contract with TDLR to include the Preliminary Plan Review and Final Plan Review and Field Inspection of placed work to coincide with the pre-final inspections. Issues regarding accessibility shall be coordinated to be included in the punch list provided to the Contractor. Design consultation services and preliminary field inspections during installation of work are optional services. These services are related to the provisions of The Texas Architectural Barriers Act (Article 9102, T.C.S.).

14.2.7 AS-BUILT DRAWINGS AND SPECIFICATIONS. Project Architect shall revise the drawings and specifications upon Final Completion of the construction, to incorporate all Addenda, all Change Orders for the Work and any modifications recorded by the Contractor on the As-Built Drawings and Specifications maintained at the job site. The Project Architect shall label the revised drawings and specifications as “Record Drawings” and “Record Specifications” and shall deliver copies to the Owner for record purposes, as follows:

- All project drawings: provide 2 copies of electronic media on zip drives and/or CD readable/writable using the latest version of AutoCad /Revit shall also be accepted for the deliverables.
- All project specifications in electronic format on CD readable/writable by MSWord.
- Applicable BIM models created to complete and coordinate the work.

AND:

Upon completion of the project, the Project Architect shall revise the drawings and specifications, to incorporate all Addenda, all Change Orders for the Work and any modifications recorded by the Contractor on the As-Built Drawings maintained at the job site. The Project Architect shall label the revised drawings and specifications as “Record Drawings” and “Record Specifications” and shall deliver copies to the Owner for record purposes, as follows:

- Reproducible Mylar Film Prints
- “Record Drawings” – blueline
- “Record Specifications” – diskettes

14.2.8 LIFE SAFETY ENGINEERING CONSULTANT. The Project Architect shall employ a qualified Fire Protection and Life Safety Engineering Consultant experienced in the design and third-party certification of building fire alarm systems in accordance with NFPA 72 and Title 28, Part 1, Chapter 34. Subchapter F. of the Texas Administrative Code (Fire Alarm Rules). The Life Safety Consultant’s services shall include, without limitation, (1) preparing fire alarm system design plans and specifications, (2). performing third party certification as outlined in attached Exhibit M titled “Fire Alarm Testing and Acceptance Procedures”. (3) participating in the Owner’s technical review process and responding to comments made during the reviews.

14.2.9 LEED CERTIFICATION SPECILIZED SERVICES – **NOT USED**

Architect or by a specialized consultant service, the Project Architect shall provide services necessary for securing LEED Certification or better under LEED-NC Version 2.2. (projects at UT Austin might also be certified under LEED-CI v2.0, LEED CS v2.0, and possibly even LEED-EB v2.0) or current UTH approved version. Services shall include, but not be limited to, facilitating a pre-design workshop where the LEED rating system will be reviewed and LEED points targeted, registering the project with USGBC, creating a LEED Certification Plan that identifies both design phase and construction phase points to be attempted, monitoring and documenting the LEED Certification process, facilitating design review meetings required to achieve LEED Certification, creating LEED specific specification sections including a Division 1 “LEED Requirements” section, coordinating the required LEED specifications in the Contract Documents including Building Commissioning, Construction Waste Management, and Construction Indoor Air Quality Management, uploading all applicable LEED documentation and information necessary to achieve design phase points, creating a LEED Certification Report detailing the LEED rating the project achieved, participating in the Owner’s technical review process and reviewing comments made during the reviews, establishing procedures and processes to maximize LEED points obtained during building construction phase, and coordinating collection and assembly of record documents and other necessary

materials required for LEED Certification. The Project Architect shall submit the appropriately completed LEED application for certification, track the submitted application and coordinate answering any questions during the process until certification is awarded.

14.2.10 SPECIALIZED CONSULTANTS. The specialized consultant services identified in the following list are included in Additional Services:

- Audio Visual/Data & Telecommunications Engineering
- Materials Handling Services
- Furniture and Equipment Purchasing Services
- Major Medical Equipment Purchasing Services
- Security Planning Services
- Personnel and Material Transport Planning Services
- Hazardous Materials Handling Services
- Integrated Scheduling Services
- Radiation Control Services
- Graphics/Wayfinding Planning Services
- Safety Engineering Services
- Traffic Control Planning Services
- Wind Tunnel Testing/Emissions Control/Wind Pressure Analysis
- Art Procurement Consulting Services (not architectural renderings or models)
- Specialty Medical consultants

14.2.11 SPECIALIZED SERVICES. The specialized consultant services identified in the following list are included in Additional Services:

- Providing financial feasibility or other special studies.
- Providing planning surveys, site evaluations, environmental studies or comparative studies of prospective sites.
- Providing services relative to future facilities, systems and equipment which are not intended to be constructed during the Construction Phase.
- Providing services to make detailed investigation of existing conditions or facilities or to make measured drawings thereof, other than to verify the accuracy of drawings or other information furnished by the Owner.
- Providing coordination of Work performed by Owner's separate Contractors or by the Owner's own forces.
- Providing services in connection with the Work of a Contractor or separate consultants retained by the Owner other than commissioning consultant, testing and balance consultant, material testing firms or similar firms.
- Providing services for planning tenant or rental spaces.
- Making revisions in Drawings, Specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given are required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents or are due to other causes not solely within the control of the Project Architect.

- Making extensive investigations, surveys, valuations, inventories or detailed appraisals of existing facilities, except as otherwise required by the Agreement, and services required in connection with construction performed by the Owner.
- Providing consultation concerning replacement of any Work damaged by fire or other cause during construction, and furnishing services as may be required in connection with the replacement of such Work.
- Providing services made necessary by the default of the Contractor, or by major defects or deficiencies in the Work of the Contractor, or by failure of performance of the Contractor under the Contract for Construction.
- Providing extensive assistance in the utilization of any equipment or system such as initial start-up or testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.
- Providing services after the expiration of sixty (60) days following final payment to the Contractor, excluding any services necessary during the warranty period inspections and provided that all of Project Architect's services as required under this Agreement have been satisfactorily completed.
- Preparing to serve or serving as an expert witness at the request of the Owner in connection with any public hearing, arbitration proceeding or legal proceeding.
- Providing any other services not otherwise customarily furnished in accordance with generally accepted architectural practice.

14.3 Owner Provided Services. The services identified in the following list will be provided by the Owner at Owner's expense.

Owner provided services:

- Surveying Services
- Geotechnical Services
- Code Check
- Plan Check
- Forensic Consultant
- Construction Auditing Consultant
- Existing Facility Surveys
- Integrated Scheduling
- Testing and Balancing
- Hazardous Materials Surveying and Abatement
- Laboratory Testing (Soils, Materials, Environmental, Welding, Steel Construction)
- Project Commissioning
- Wind Tunnel/Air Quality Analysis
- Exhaust Stack Testing
- Vibration Analysis
- Radio Frequency Interference Testing

14.4 Basis of Compensation

14.4.1 Basic Services.

The initial Construction Cost Limitation (CCL) for the Project is

Eighty Four Million Dollars (\$ 210,000,000).

Therefore, the Basic Services Fee for the Project shall be

<u>210,000,000</u> X	<u>6%</u> =	<u>\$ 12,600,000</u>
Construction Cost Limitation	Fee %	Basic Services Fee

If the Construction Cost Limitation is revised prior to acceptance of the construction contractor's competitive sealed proposal or construction manager's guaranteed maximum price, the Basic Services Fee will be adjusted based on interpolation of the following schedule:

Over \$15,000,000	6%
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The Owner may amend the CCL after the Project Architect completes the Facilities Program and the Owner authorizes the commencement of Basic Services. If the CCL is amended by Owner, and Project Architect has been notified in writing of such CCL, then this paragraph of this Agreement shall be deemed to be amended by including such CCL amount as the cost referenced to in the first sentence of this paragraph of this Agreement. The CCL will be confirmed or re-established at the completion of the Design Development Phase.

14.4.2 Reimbursable Expenses.

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

Maximum Reimbursable Expense Amount: \$100,000 _____

14.4.3 Maximum Contract Sum

Basic Services Fee amount (Art. 14.4.1)	<u>\$12,600,000</u> _____
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plus

Maximum Reimbursable Expense amount (Art. 14.4.2)	<u>\$ 100,000</u> _____
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MAXIMUM CONTRACT SUM:	<u>\$12,700,000</u>
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14.5 Progress Payments. Payments for Basic Services and Supplemental 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:	5%
Construction Phase:	20%

14.6 Review Stages. The Project Architect 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:

SD - 50%, 100%
 DD – 50%, 100%
 CD – 25%, 50%, 95%

14.7 Construction Cost Estimates. The Project Architect shall submit construction cost estimates as described in Article 1.1.16 at completion of the Schematic Design Phase, Design Development Phase and at the following stages of completion of the Construction Documents Phase:

SD - 50%, 100%
 DD – 50%, 100%

14.8 Review Documents. The Project Architect 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: 20 sets
 Design Development: 20 sets
 Construction Documents: 20 sets for each stage of % complete

14.9 Partnering. For the benefit of all parties and as a part of Basic Services, the Project Architect and its entire consultant team shall attend two (2) full day Partnering sessions in Houston, TX ; the first at the beginning of the Schematic Design Phase, and the second at the beginning of the Construction Phase.

14.10 CADD Standards. Project Architect, as a basic service, shall utilize a CADD drawing layering standard comparable to the current AIA standard and shall review proposed standard with the Owner prior to commencing drawing preparation.

14.11 Space Planning Documents. Project Architect, as a basic service, shall provide the Owner, at between one month and three months prior to Substantial Completion, with a complete current electronic set, including all current changes, of the architectural floor plan drawings with room names, room numbers, and room square footages indicated. Project Architect shall provide 2 copies of electronic media on zip drives and/or CD readable/writable. Project Architect shall not be relieved of responsibility when files are delivered if the files do not meet established requirements or are defective.

Owner shall verify all files and Project Architect will be notified of acceptance.

- Room names, Room numbers, and square footage shall be linked to data fields using appropriate attributes for text and number fields. Microsoft Access 2000 shall be used as the database. Project Architect shall provide data layering proposal for approval, per Article 14.10.

- Provide floor plans in electronic format using AutoCAD 14 or 2000. MicroStation J or SE shall also be accepted, but Microstation users shall be required to save to AutoCAD format. Verify database for correctness prior to delivering data files.

Article 15 Amendments to the Agreement between Owner and Project Architect when using the Construction Manager at Risk Project Delivery Method

15.1 By incorporating this Article 15, the Project Architect acknowledges and accepts that the Owner intends to construct the Project using the Construction Manager at Risk delivery method. Therefore, the Owner and the Project Architect hereby agree that the terms of the preceding Agreement are supplemented and/or modified as indicated below.

15.2 The following terms of the preceding Agreement are amended by incorporating the new paragraphs and substituting the modified paragraphs for their counterparts in their entirety. For clarity purposes only, all new contract language is indicated by *italics*. Existing contract language that is unchanged by the amendments is shown in standard type face.

1.1 Basic Services and Supplemental Basic Services

1.1.31 The Owner has or intends to appoint a Construction Manager for this project (the "Construction Manager" or "Contractor"), and the Project Architect shall coordinate its Services (Basic and Additional) hereunder with the Construction Manager. The Owner may direct the Project Architect to recognize the Construction Manager as its representative for the performance of various duties hereunder which are otherwise defined as the responsibility of the Owner hereunder. Project Architect hereby acknowledges such appointment. Upon request, Project Architect shall be entitled to review a redacted version of the agreement between the Owner and the Construction Manager for this project (the "CM Agreement"). Nothing in the CM Agreement shall confer direct responsibility on the Construction Manager for the Project Architect's services, nor shall anything contained therein diminish Project Architect's responsibility for its services as set forth hereunder.

1.0.32 The Project Architect shall participate in the development and review of the Construction Managers GMP Proposal. This GMP Proposal will included the qualifications, assumptions, exclusions, value engineering and all other requirements identified within Attachment 1 To Exhibit D (Guidelines for the Preparation of the GMP) of the Agreement between the Owner and the Construction Manager at Risk. Following Owner's Approval of the GMP Proposal, the Project Architect shall be responsible for developing the Construction Documents, consisting of plans and specifications, setting forth in detail, and incorporating the aforementioned requirements described within the Attachment 1 To Exhibit D and contained in the GMP Proposal. Furthermore, the Project Architect shall participate in the documentation of the Construction Manager's GMP Proposal so as to adequately understand the contents of the Proposal and ultimately confirm that the Construction Documents, when complete, reflect all qualifications, clarifications and assumptions contained within the GMP Proposal. The Project Architect and the Construction Manager shall jointly provide a monthly status report stating the progress of the incorporation of the GMP qualifications, clarifications, assumptions, exclusions and value engineering and all other requirements identified in Attachment 1 To Exhibit D, into the Construction Documents."

1.2 Schematic Design Phase

1.2.1 Based on the mutually agreed upon Facilities Program, Construction Cost Limitation and the Project Schedule, the Project Architect shall prepare sufficient alternative approaches to 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 Owner's Design Guidelines and any additional requirements set forth in Article 14. *The Project Architect 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 and Construction Manager at the Project location or other location specified by the Owner within the State of Texas. The Project Architect shall provide the Construction Manager with copies of the Project Architect's documents at the Construction Manager's expense to assist the Construction Manager in fulfilling its responsibilities to the Owner.*

1.2.5 The Project Architect shall direct the preparation of a detailed construction cost estimate as described in Sub-paragraph 1.1.15 to confirm compliance with the Construction Cost Limitation and include it with the completed Schematic Design Documents.. *The Project Architect shall review its construction cost estimate in comparison with the construction cost estimate prepared by the Construction Manager, and shall reconcile any differences between the two construction cost estimates in coordination with the Construction Manager. If the Project Architect is unable to reconcile all differences between the two construction cost estimates with the Construction Manager, then the Project Architect shall provide a detailed explanation of the differences to the Owner.*

1.2.7 The Project Architect shall participate in a final review of the Schematic Design Documents with the Owner and Construction Manager at the Project location or other location specified by Owner in the State of Texas. Prior to the Owner's approval of the Schematic Design Documents, the Project Architect 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 Facilities Program or Construction Cost Limitation authorized by the Owner, the Project Architect shall prepare, for approval by the Owner *and review by the Construction Manager*, Design Development Documents in accordance with Owner's written requirements to further define and finalize the size and character of the Project in accordance with Owner's Design Guidelines and any additional requirements set forth in Article 14. *The Project Architect shall review the Design Development Documents as they are being prepared at intervals appropriate to the progress of the Project with the Owner and Construction Manager at the Project location or other location specified by Owner in the State of Texas. The Project Architect shall provide the Construction Manager with copies of the Project Architect's documents at the Construction Manager's expense to assist the Construction Manager in fulfilling its responsibilities to the Owner.*

1.3.3 The Project Architect shall direct the preparation of a detailed construction cost estimate as described in Sub-paragraph 1.1.15 to confirm compliance with the Construction Cost Limitation and include it with the completed Design Development Documents. *The Project Architect shall review its construction cost estimate in comparison with the construction cost estimate prepared by the Construction Manager, and shall reconcile any differences between the two construction cost estimates in coordination with the Construction Manager. If the Project Architect is unable to reconcile all differences between the two construction cost estimates with the Construction Manager, then the Project Architect shall provide a detailed explanation of the differences to the Owner.*

1.3.8 At the completion of the Design Development Phase, or such other time as Owner may specify to Project Architect, at Owner's sole option and discretion, Owner will furnish Project Architect with a Guaranteed Maximum Price proposal prepared by Construction Manager based upon the Design Development Documents prepared by the Project Architect and approved by the Owner. The Project Architect shall assist the Owner and further and advocate the Owner's interests in Owner's negotiations with the Construction Manager in an effort to develop a Guaranteed Maximum Price proposal acceptable to Owner, in Owner's sole option and discretion. If the Owner does not accept the Construction Manager's Guaranteed Maximum Price proposal, the Project Architect shall participate with the Owner and Construction Manager in constructability reviews and shall revise the documents as necessary in order to reach an agreement. If Construction Manager's Guaranteed Price proposal exceeds the cost quantity survey furnished to Owner by Project Architect, and Owner directs Project Architect to revise the documents, then Project Architect shall revise the documents at its own expense so that the Guaranteed Maximum Price proposal for constructing the Project shall not exceed the Owner's Construction Cost limitation and any previously approved construction cost estimate. If it is determined to be in the Owner's best interest, instead of requiring the Project Architect to revise the drawings and specifications, the Owner reserves the right to accept a Guaranteed Maximum Price proposal that exceeds the stipulated Construction Cost Limitation. The Project Architect shall analyze the final Guaranteed Maximum Price proposal document, together with its supporting assumptions, clarifications, and contingencies, and shall submit a detailed written analysis of the document to the Owner. Such analysis shall include, without limitation, reference to and explanation of any inaccurate or improper assumptions and clarifications.

1.3.9 After the Guaranteed Maximum Price has been accepted, the Project Architect shall incorporate into the Design Development Documents any revisions which are necessary due to inaccurate assumptions and clarifications made in the development of the Guaranteed Maximum Price.

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 Project Construction Cost Limitation authorized by the Owner, the Project Architect shall prepare, for approval by the Owner *and review by the Construction Manager*, Construction Documents consisting of Drawings and Specifications in accordance with Owner's written requirements setting forth in detail the requirements for construction of the Project, including, without limitation, Owner's Design Guidelines and any additional requirements contained in Article 14 of this Agreement. *The plans, drawings and specifications for the entire Project shall be so prepared that same will call for the construction of the building and related facilities, together with its built-in permanent fixtures and equipment which will cost not more than the Guaranteed Maximum Price accepted by Owner, or the Construction Cost Limitation established by Owner if no Guaranteed Maximum Price proposal has been accepted by Owner. The Project Architect will be responsible for managing the design to stay within such Guaranteed Maximum Price proposal or Construction Cost Limitation. The Project Architect shall review the Construction Documents as they are being prepared at intervals appropriate to the progress of the Project with the Owner and Construction Manager at the Project location or other location specified by Owner in the State of Texas. The Project Architect shall provide the Construction Manager with copies of the Project Architect's documents at the Construction Manager's expense to assist the Construction Manager in fulfilling its responsibilities to the Owner.*

1.4.2 The Project Architect shall advise the Owner *and Construction Manager* on matters such as construction phasing and scheduling, bid or proposal alternates, special cash allowances, liquidated damages, the construction contract time period, and other construction issues appropriate for the Project *The Project Architect shall assist the Owner and Construction Manager in the preparation of the necessary bidding information, bidding forms, RFP information, and RFP forms, and the Conditions of the Contract.*

1.4.7 The Project Architect shall direct the preparation of a detailed construction cost estimate as described in Sub-paragraph 1.1.16 to confirm compliance with the Construction Cost Limitation and include it with the completed Construction Documents. *The Project Architect shall review its construction cost estimate in comparison with the construction cost estimate prepared by the Construction Manager, and shall reconcile any differences between the two construction cost estimates in coordination with the Construction Manager. If the Project Architect is unable to reconcile all differences between the two construction cost estimates with the Construction Manager, then the Project Architect shall provide a detailed explanation of the differences to the Owner.*

1.4.9 The Project Architect shall participate in a final review of the Construction Documents with the Owner *and Construction Manager* 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 Project Architect shall incorporate such changes as are necessary to satisfy the Owner's review comments.

1.5 Bidding and Proposal Phase

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

1.6 Construction Phase—Administration of the Construction Contract

1.6.1 The Construction Phase shall commence with the acceptance of the Construction Manager's Guaranteed Maximum Price (or acceptance of a partial Guaranteed Maximum Price for a stage or phase) and issuance of (i) a Notice to Commence On-Site Work or (ii) a Notice to Proceed with Construction Services and terminate sixty (60) days after Final Payment to the Contractor is made, or when all of Project Architect's services have been satisfactorily performed, whichever occurs later.

1.6.2. c) The Project Architect shall assist the Owner in making arrangements for a PreConstruction Conference and a Partnering Workshop and shall assist in preparation of an administration booklet for the Pre-Construction Conference and shall distribute copies of the bound booklet to all parties. The Project Architect and its consultants shall participate in the project Partnering process including attendance at all Partnering Workshops.

1.6.5 The Project Architect shall be a representative of the Owner during the Construction Phase, and shall advise and consult with the Owner. Instructions to the Contractor shall be forwarded through the Project Architect *and all communication by and with the Project Architect's consultants shall be through the Project Architect, except that the Owner reserves the right to communicate directly with the Construction Manager and consultants as it deems necessary or appropriate at any time.* The Project Architect 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 Project Architect shall not be restricted, modified or extended without written acceptance of the Owner.

1.8 Time

1.8.2 Attached hereto as an Exhibit containing a schedule for completion of each of the phases of services to be performed by Project Architecture 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. Supplemental activities shown on the schedule, and any associated dates not yet defined, shall be determined at the completion of the Program Phase or at such time when both parties mutually agree that the project is sufficiently developed and documented. *The Project Architect shall coordinate with the Construction Manager in the preparation and maintenance of the schedule for performance of the professional services for the Project, including the Project Architect's services.* Changes in this schedule may be made only with the written approval of Owner. Project Architect shall perform all of its services in accordance with the then-current schedule approved by Owner.

EXHIBITS

- Exhibit A - Facility Program (NOT USED)
- Exhibit B - Project Milestone Schedule
- Exhibit C - Personnel Titles and Hourly Rates
- Exhibit D - Statement for Architectural/Engineering Services
 - Attachment H to Exhibit D – Documentation of Subcontracted Work
 - Attachment I to Exhibit D – Non-Subcontractors Affidavit
- Exhibit E - Anticipated Programming Deliverables (TBD)
- Exhibit F - Constructability Implementation Program
- Exhibit G - Hazardous Material Abatement Consultants (NOT USED)
- Exhibit H - Policy on Utilization – Historically Underutilized Businesses
 - Attachment 1 to Exhibit H – HUB Subcontracting Plan
- Exhibit I - Commissioning Implementation Program
- Exhibit J - Additional Services Proposal Form
- Exhibit K - Adjustment to Basic Services Compensation