DRAFT AGREEMENT
BETWEEN OWNER AND PROJECT ARCHITECT

This Agreement is made as of _____, 20____ (the "Effective Date")

MD ANDERSON AGREEMENT No._____

By and between

The **Owner**: The University of Texas M. D. Anderson Cancer Center
c/o Capital Planning and Management
6900 Fannin, Suite 10.1010
Houston, Texas 77030

and **Project Architect**:

for the following **Project**: 11th Floor Clark Clinic Redevelopment/Renovation

MDACC Project Number: 11-0453

Project Delivery Method: Competitive Sealed Proposal

The Owner and the Project Architect agree as follows:

This form of agreement is for Architectural services on projects that use an Owner/Architect/Contractor- CM delivery method (e.g. Competitive Sealed Proposal or Construction Manager at Risk). It has been prepared by the Office of General Counsel for the University of Texas System for use on U.T. System projects and its legal terms should not be altered without the approval of the Office of General Counsel.

Use this form for all appropriate U.T. System projects after April 1, 2005.

TABLE OF CONTENTS

ARTICLE

1 PROJECT ARCHITECT'S SERVICES AND RESPONSIBILITIES
- 1.1 Basic Services
- 1.2 Schematic Design Phase
- 1.3 Design Development Phase
- 1.4 Construction Document Phase
- 1.5 Bidding and Proposal Phase
- 1.6 Construction Phase – Administration of the Construction Contract
- 1.7 Additional Services
- 1.8 Time

2 OWNER'S RESPONSIBILITIES

3 CONSTRUCTION COST - DEFINITION

4 DIRECT SALARY EXPENSE

5 REIMBURSABLE EXPENSES

6 BASIS OF COMPENSATION
- 6.1 Basic Services Fee
- 6.2 Fees for changes in Project Scope
- 6.3 Fees for Change Order Services
- 6.4 Additional Services
- 6.5 Reimbursable Expenses

7 PAYMENTS TO THE PROJECT ARCHITECT
- 7.1 Payments for Basic Services
- 7.2 Payments for Additional Services and Reimbursable Expenses
- 7.3 Payments Withheld

8 PROJECT ARCHITECT ACCOUNTING RECORDS

9 OWNERSHIP AND USE OF DOCUMENTS

10 TERMINATION OF AGREEMENT

11 SUCCESSORS AND ASSIGNS

12 EXTENT OF AGREEMENT

13 MISCELLANEOUS PROVISIONS
- 13.1 Captions
- 13.2 Governing Law
- 13.3 Waivers
- 13.4 Severability
- 13.5 Independent Contractor
- 13.6 Child Support Certification
- 13.7 Eligibility Certification
- 13.8 Franchise Tax Certification
- 13.9 Payment of Debt or Delinquency to the State
- 13.10 Loss of Funding
- 13.11 Proprietary Interests
- 13.12 Appointment
- 13.13 Dispute Resolution
- 13.14 Notices
- 13.15 Authority to Act
- 13.16 Counterparts

14 OTHER CONDITIONS OR SERVICES
- 14.1 Basic Services
- 14.2 Additional Services
- 14.3 Owner Provided Services
- 14.4 Basis of Compensation
- 14.5 Progress Payments
- 14.6 Review Stages
- 14.7 Construction Cost Estimates
- 14.8 Review Documents
- 14.9 Partnering
- 14.10 CADD Standards
- 14.11 Space Planning Documents

LIST OF EXHIBITS

Rider 1 to the Agreement
- Exh.A Facility Program - Not Used
- Exh.B Project Milestone Schedule
- Exh.C Personnel Titles and Hourly Rates
- Exh.D Statement For Architectural/Engineering Services (Includes Attachment H)
- Exh.E Anticipated Programming Deliverables
- Exh.F Constructability Implementation Program
- Exh.G Hazardous Material Abatement Consultants
- Exh.H Policy on Utilization, Historically Underutilized Businesses
  - Attachment 1 to Exhibit H—HUB Subcontracting Plan
- Exh.I Commissioning Implementation Program
- Exh J Additional Services Proposal Form
- Exh K Adjustment to Basic Services Compensation
- Exh L Project Scope Summary Questionnaire Form
- Exh M Rider 105-Contractor's Affirmations
- Exh N Rider 106-Premises Rules
- Exh O Rider 107-Travel Policy
- Exh P Rider 117 – Institutional Policies
- Exh Q Owner's Design Guidelines
- Exh R Execution of Offer
- Exh S Architect / Engineer Fee Schedule
- Exh T Sales Tax Exemption Form

Article 1 Project Architect's Services and Responsibilities

The Project Architect 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 Basic Services

1.1.1 **Basic Services.** The Project Architect's Basic Services included all disciplines identified in Article 14 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 The Facilities Program (see Article 2) describes the intended project scope and character along with the anticipated Project Schedule and the Preliminary Project Cost. It is the Project Architect's responsibility to review and understand the requirements of the Facilities Program and to perform his professional services so as to achieve those objectives.

1.1.3 The Construction Cost Limitation (CCL) for this Project is specified in Article 14 and means the maximum amount that the Owner is willing to pay to a Contractor for the construction of the Project. The Construction Cost Limitation includes all costs for constructing the Project, and includes, without limitation, reasonable allowances for the Contractor's overhead, profit and general conditions, the cost of labor and materials furnished by the Contractor and any equipment which has been shown in the plans, specified, and specially provided for by the Project Architect. The Construction Cost Limitation does not include compensation to the Project Architect and the Project Architect's consultants, the Owner's Construction Contingency, the Owner's Special Cash Allowance, the cost of the land, rights-of-way, or other costs which are the responsibility of the Owner as provided in Article 2. The Project Architect is responsible for managing the design of the Project so that the Project does not exceed the Construction Cost Limitation.

1.1.4 The Owner may require the Project Architect to provide services for the Project in multiple stages or parts identified as Construction Contract Stages (CCS). Each CCS shall have a unique Sub-Construction Cost Limitation (SCCL). The Project Architect is responsible for managing the design of each CCS so that its construction does not exceed the SCCL. The Project Architect is responsible for managing the design of the Project so that sum of all SCCLs does not exceed the Construction Cost Limitation.

1.1.5 The Project Architect shall manage the design of the Project to achieve the Facilities Program objectives of scope and cost through completion and acceptance of Construction Documents phase. The Project Architect shall advise the Owner of any adjustments to the scope or quality of the Project necessary to comply with the Construction Cost Limitation during design development as part of Basic Services.

1.1.6 The Project Architect shall submit the names of all consultants, persons, or firms, which the Project Architect proposes to use in the execution of its services and shall provide the Owner with a fully executed copy of each contract or agreement that the Project Architect enters into with any consultant. The Project Architect is responsible for coordinating the work of all of its consultants to assure 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 of any consultant for the Project to which Owner has a reasonable objection. Architect, however, shall not be required to contract with any consultant to which it has a reasonable objection.

1.1.7 The Project Architect 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.

1.1.8 The Project Architect agrees to allocate work to consultants that are historically underutilized businesses in accordance with the Policy on Utilization – Historically Underutilized Businesses, attached as **Exhibit H**. 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 final completion, the Owner may require information from the Project Architect, and may conduct audits, to assure that the Plan is followed.

1.1.9 The Project Architect shall 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.

1.1.10 The Project Architect shall perform its services in accordance with the Owner furnished Owner's Design Guidelines, a copy of which has been provided to Project Architect and is incorporated herein by reference.

1.1.11 The Project Architect shall design the Project in accordance with the approved Campus Master Plan.

1.1.12 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, State Comptroller's Office of the State of Texas. Project Architect shall provide the Owner with a Statement of Compliance and associated compliance documentation as required.

1.1.13 The Project Architect, as part of Basic Services, shall assist with and attend with Owner representatives an open meeting to be held pursuant to Section 2166.403(b) *Texas Government Code*, to verify the economic feasibility of incorporating alternative energy devices for space heating, cooling, water heating, electrical loads, and interior lighting into the building's design and proposed energy system. At a minimum, Project Architect shall provide an economic evaluation for the potential of renewable energy applications pursuant to the legislative requirements. Guidelines are available from the State Energy Conservation Office, State Comptroller's Office.

1.1.14 Basic design services shall include incorporation of the provisions of the Xeriscape Landscaping design requirements as adopted by the State of Texas Building & Procurement Division for Xeriscape landscaping on new construction projects, pursuant to Section 2166.404 *Texas Government Code*. Project Architect shall provide site analysis and design to incorporate these provisions. A summary of the project requirements meeting these guidelines shall also be provided for the Design Development submittal package.

1.1.15 The Project Architect, as part of Basic Services, shall engage a recognized and specialized construction cost estimating consultant acceptable to the Owner to prepare detailed Estimated Construction Cost of the Project in a form acceptable to the Owner following the Construction Specifications Institute (CSI) format. Project Architect shall include updated and detailed Estimated Construction Cost with the plans and specifications submitted for review at completion of the Schematic Design phase and the Design Development phase and at the stages of completion of the Construction Documents required in Article 14. If the Estimated Construction Cost exceeds the Construction Cost Limitation at any time, the Owner will determine, solely at Owner's discretion, whether to increase the Construction Cost Limitation, or to instruct the Project Architect to proceed to the next stage of design with no increase in the Construction Cost Limitation, or to require the Project Architect to revise, at no

charge to the Owner, the Project scope or quality to comply with the Construction Cost Limitation, Reductions in Project scope or quality are subject to Owner's review and approval. If the Estimated Construction Cost is below the Construction Cost Limitation at any time, the Owner may determine, solely at Owner's discretion, whether to reduce the Construction Cost Limitation, or to instruct the Project Architect to proceed to the next stage of design with no decrease to the Construction Cost Limitation, or to require the Project Architect to increase the Project scope or quality.

1.1.16 The Project Architect 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 14. The Project Architect shall incorporate into the documents such corrections and amendments as the Owner requests, unless the Architect objects in writing and receives the Owner's consent not to make the changes. The Project Architect will be responsible for any damages incurred by the Owner that are caused by Project Architect's failure to incorporate requested corrections and amendments to the documents.

1.1.17 Project Architect shall provide a review and comment form acceptable to the Owner for Owner's use during document review. Owner will provide its review comments to Project Architect on the form and the Project Architect 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 Project Architect 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 Project Architect's then current Statement for Architectural/Engineering Services. 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 Project Architect's additional services subsequently incurred for such unlisted changes shall be borne or reimbursed by Project Architect.

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

1.1.19 Project Architect agrees and acknowledges that Owner is entering into this Agreement in reliance on Project Architect's represented professional abilities with respect to performing Project Architect's services, duties, and obligations under this Agreement. Project Architect agrees to use Project Architect's best professional efforts, skill, judgment, and abilities in performing Project Architect's services. Project Architect shall perform its Services diligently and shall endeavor to further the interest of the Owner in accordance with Owner's requirements and procedures. Project Architect agrees to use its best efforts to perform it services (i) 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, and (ii) in compliance with all applicable national, federal, state, municipal, and State of Texas laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. There are no obligations, commitments, or impediments of any kind known to the Project Architect that will limit or prevent performance by Project Architect of its services. Project Architect 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.

1.1.20 Project Architect 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 Project Architect (by Owner or any other party) that Project Architect uses for

the Project. Project Architect shall identify to the Owner in writing any such documents or data which, in Project Architect'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 for the accuracy or suitability of such documents or data as are furnished unless Project Architect advises Owner in writing that in Project Architect's professional opinion such documents or data are unsuitable, improper, or inaccurate and Owner confirms in writing that it wishes Project Architect to proceed in accordance with the documents or data as originally given.

1.1.21 Project Architect's services shall be reasonably accurate and free from any material errors or omissions. Neither acceptance nor approval of Project Architect's services by the Owner shall relieve Project Architect of any of its professional duties or release it from any liability, it being understood that Owner is, at all times, relying upon Project Architect for its skill and knowledge in performing Project Architect's services. Owner shall have the right to reject any of Project Architect'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 Project Architect or its consultants. Upon notice of any such errors or omissions, Project Architect shall promptly provide any and all services necessary to correct or remedy them at no additional cost to the Owner. Project Architect'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.

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

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

1.1.24 Project Architect shall allocate adequate time, personnel and resources as necessary to perform its services. Project Architect's Senior Principal(s) responsible for managing the Project is identified in Exhibit C and shall not be changed without the prior 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 Project Architect. The Senior Principal(s) shall act on behalf of Project Architect with respect to all phases of Project Architect's Services and shall be available as required for the benefit of the Project and Owner.

1.1.25 Project Architect shall make reasonable efforts to investigate any 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 Project Architect's design for the Project and the construction of the Project. The Project Architect shall identify to Owner any discrepancies between the documents and visible conditions, and shall consult with the Owner on any special measures, services or further investigations required for Project Architect to perform its services free from material errors and omissions and to properly coordinate with existing systems and construction. This investigation shall be accomplished by registered, professional architects and engineers, as appropriate.

1.1.26 The Project Architect, when requested by the Owner, shall coordinate the purchase of additional reprographic materials for bidding or proposal purposes or when additional review sets, in excess of those required by Article 1.4. is required by the Owner. The Project Architect shall present a Tax Exemption Certificate to the vendor and coordinate the Owner's requirements for type, quantity and invoice billing. When requested, the Project Architect will account to the Owner for all additional materials ordered by the Owner through the A/E as the Owner's agent and shall distinguish between those materials ordered on behalf of the Owner without sales tax and any other copies thereof that Project

Architect, or others, may order and pay for which includes sales tax, on its own or their behalf. Forward to the Owner the original vendor's invoice for materials purchased by the Owner and delivered to the A/E as the Owner's agent.

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

1.1.28 Insurance Coverage. The Project Architect shall carry such professional liability/errors and omissions insurance, covering the services provided under this Agreement and other coverages as further described, acceptable to and approved by the Owner. The fees for such insurance will be at the expense of the Project Architect. The insurance policy shall remain in force for a period of one (1) year beyond the final completion date. A Certificate of Insurance indicating the expiration date, and existence, of the Project Architect's insurance coverages is required prior to commencement or continuation of performance of the services under this Agreement. Each request for payment by the Architect shall include the expiration date of the insurance. Project Architect shall deliver to Owner replacement certificates not less than thirty (30) days prior to the expiration of any such insurance. If, however, Project Architect fails to pay any of the renewal premiums for the expiring policies, Owner shall have the right (but not the obligation) to make such payments and set off the amount thereof against the next payment coming due to Project Architect under this Agreement.

a) A Certificate of Insurance is required with a minimum limit of $1,000,000 each claim and $1,000,000 aggregate. The Certificate shall indicate the expiration date of the Project Architect's professional liability and errors and omissions insurance. The Certificate is to identify the specific name of the project according to the terms of this Agreement and identify the Owner and the Board of Regents of The University of Texas System.

b) On Site Insurance: For services performed on Owner's premises, the Project Architect shall furnish to Owner Certificates of Insurance as set forth below prior to the commencement of any work hereunder and shall maintain such coverage during the full term of the Agreement.

Worker's Compensation	Statutory Limits
Employer's Liability	
Bodily Injury by Accident	$1,000,000 each accident
Bodily Injury by Disease	$1,000,000 policy limit
Bodily Injury by Disease	$1,000,000 each employee
Commercial General Liability	$1,000,000 each occurrence $1,000,000 aggregate
Business Auto Liability	
Combined Single Limit	$1,000,000 each occurrence

c) Notice of Cancellation: Required insurance shall not be cancelable without thirty (30) days' prior written notice to Owner.

1.1.29 Project Architect shall include the Owner as an additional insured on the General Liability policy, and the Worker's Compensation policy shall include a waiver of subrogation in favor of the Owner.

1.2 **Schematic Design Phase**

1.2.1 Based on the mutually agreed upon Facilities Program, the 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.

1.2.2 Project Architect 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 Owner's Design Guidelines.

1.2.3 Project Architect 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 Project Architect shall furnish and deliver to the Owner the number of complete printed sets of Schematic Design documents as enumerated in Article 14.

1.2.5 The Project Architect shall direct the preparation of a detailed Estimated Construction Cost as described in Sub-paragraph 1.1.15 to confirm compliance with the Construction Cost Limitation and include the detailed Estimated Construction Cost with the completed Schematic Design Documents. The Project Architect shall advise the Owner of any adjustments to the project scope necessary to align the Estimated Construction Cost with the Construction Cost Limitation and shall revise the Schematic Design Documents, without charge to the Owner, as may be required to comply with the Construction Cost Limitation. The Owner may, solely at Owner's discretion and in writing, increase or decrease the Construction Cost Limitation to align with the Project Architect's detailed Estimated Construction Cost.

1.2.6 Before proceeding into the Design Development Phase, the Project Architect shall obtain Owner's written acceptance of the Schematic Design documents and acknowledgement of the Project Architect's submission of a detailed Estimated Construction Cost and project schedule. Owner's acknowledgement of the Project Architect's submission of a detailed Estimated Construction Cost prepared at the Schematic Design Phase does not relieve the Project Architect of its obligation to design the Project within the Construction Cost Limitation.

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, 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.

1.3.2 The Project Architect shall furnish and deliver to the Owner the number of complete printed sets of Design Development documents as enumerated in Article 14.

1.3.3 The Project Architect shall direct the preparation of a detailed Estimated Construction Cost as described in Sub-paragraph 1.1.15 to confirm compliance with the Construction Cost Limitation and include the detailed Estimated Construction Cost with the completed Design Development Documents. The Project Architect shall advise the Owner of any adjustments to the project scope necessary to align the Estimated Construction Cost with the Construction Cost Limitation and shall revise the Design Development Documents, without charge to the Owner, as may be required to comply with the

Construction Cost Limitation. The Owner may, solely at Owner's discretion and in writing, increase or decrease the Construction Cost Limitation to align with the Project Architect's detailed Estimated Construction Cost.

1.3.4 Before proceeding into the Construction Document Phase, the Project Architect shall obtain Owner's written acceptance of the Design Development documents and acknowledgement of the Project Architect's submission of a detailed Estimated Construction Cost and project schedule. Owner's acknowledgement of the Project Architect's submission of a detailed Estimated Construction Cost prepared at the Design Development Phase does not relieve the Project Architect of its obligation to design the Project within the Construction Cost Limitation.

1.3.5 The Project Architect shall prepare presentation materials as defined in Owner's 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.

1.3.6 The Project Architect shall prepare preliminary recommended furniture layouts for all spaces where it is deemed important to substantiate the fulfillment of program space requirements, or to coordinate with specific architectural, mechanical and electrical elements.

1.3.7 Project Architect shall assist the Owner 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, room type and usage codes, 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, room type and usage codes, and square footages shall then be updated to reflect any changes occurring during construction and provided to the Owner at Substantial Completion. Project Architect shall provide this updated information on the "Project Scope Summary Questionnaire Form" which can be found in the Owner's Design Guidelines.

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 Construction Cost Limitation authorized by the Owner, the Project Architect shall prepare, for approval by the Owner, 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. The plans, drawings and specifications for the entire Project shall be prepared so that the construction of the building and related facilities, including built-in permanent fixtures and equipment, will cost no more than the Construction Cost Limitation established by Owner. The Project Architect is responsible for managing the design to stay within the Construction Cost Limitation.

1.4.2 The Project Architect shall advise the Owner 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.

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

1.4.4 The Project Architect shall ensure coordination and inclusion of sequence of operations for all operable systems in the facility.

1.4.5 The Project Architect, at the Project Architect's expense, at each stage of review described in Article 14, shall furnish and deliver to the Owner the number of complete printed copies of all plans, drawings and specifications of every character made or furnished in connection with the Work, as enumerated in Article 14, which copies shall become the property of the Owner. The Project Architect shall incorporate into the plans, 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.

1.4.6 The Project Architect shall pay for the reproduction of all plans, specifications and other documents for use by the Project Architect and its consultants and all documents reproduced for the various completion stage reviews (as set forth in Article 14) by the Owner prior to the reproduction of bidding or proposal documents. All other reproduction costs shall be borne by the Owner, provided that all invoices for such reproduction work are billed directly to the Owner, free of state sales taxes, and identified by the Project Architect as to the project name, number and institution. However, addenda documents issued after the bid documents are reproduced, except for changes generated by Owner, shall be supplied at the Project Architect's expense.

1.4.7 The Project Architect shall direct the preparation of a detailed Estimated Construction Cost as described in Sub-paragraph 1.1.15 to confirm compliance with the Construction Cost Limitation and include the detailed Estimated Construction Cost with the completed Construction Documents. The Project Architect shall advise the Owner of any adjustments to the project scope necessary to align the Estimated Construction Cost with the Construction Cost Limitation and shall revise the Construction Documents, without charge to the Owner, as may be required to comply with the Construction Cost Limitation. The Owner may, solely at Owner's discretion and in writing, increase or decrease the Construction Cost Limitation to align with the Project Architect's detailed Estimated Construction Cost.

1.4.8 Construction document drawings shall be produced on a CADD system as part of Basic Services. The Owner will define the CADD drawing requirements and the final media for the CADD data.

1.4.9 The Project Architect 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 Project Architect shall incorporate such changes as are necessary to satisfy the Owner's review comments.

1.4.10 At the completion of the Construction Document Phase, the Project Architect shall complete the "Project Scope Summary Questionnaire Form" which is attached as an Exhibit to this Agreement. The information shall be based on the completed scope of work as defined in the documents.

1.4.11 Before proceeding into the Bidding and Proposal Phase, the Project Architect shall obtain Owner's written acceptance of the Construction Documents and acknowledgement of the Project Architect's submission of a detailed Estimated Construction Cost and project schedule. Owner's acknowledgement of the Project Architect's submission of a detailed Estimated Construction Cost prepared at the Construction Document Phase does not relieve the Project Architect of its duty to design the Project within the Construction Cost Limitation.

1.5 **Bidding and Proposal Phase**

1.5.1 The Project Architect 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. 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. The Project Architect 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 For solicitations based upon lowest responsible bids, the Project Architect shall review and inquiry about the responsibility of apparent low bidders and inform Owner in writing of Project Architect's findings and recommendations. For solicitations based upon best value proposals, the Project Architect shall review and inquiry about qualifications and other pertinent proposal information and inform the Owner in writing of Project Architect's findings and recommendations.

1.5.3 In the event the best value proposal or lowest responsible bid received for the Project exceeds the Construction Cost Limitation following the completion of the Construction Document Phase, the Project Architect, 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 Construction Cost Limitation. The Owner reserves the right to accept a proposal and award a construction contract that exceeds the Construction Cost Limitation, if such award is determined by Owner to be in the Owner's best interest.

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 (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 Project Architect shall provide administration of the Contract for Construction as set forth below and in the edition of the Owner's Design Guidelines current as of the date of this Agreement.

a) The Project Architect shall establish and maintain a numbering and tracking system for all Project records, including changes, requests for information, submittals, and supplementary instructions and shall provide updated records at each Owner's monthly meeting and when requested.

b) The Project Architect shall chair all meetings scheduled by the Owner or Project Architect and shall promptly provide summary notes to all parties. The Project Architect shall attend Contractor's regularly scheduled planning meetings when requested.

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

1.6.4 The Project Architect and its consultants shall prepare appropriate materials for and conduct a Pre-Construction Conference at the site prior to commencement of construction by the Contractor.

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. 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.

1.6.6 Site Visits. The Project Architect shall visit the site at least once each week 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 Project Architect's consultant shall visit the site at least once each week 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. Project Architect and its consultants shall submit written reports of their site visits and meetings. The Project Architect 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 Project Architect 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. Project Architect shall notify Owner and the Contractor in writing of any portions of the work which Project Architect has observed as not being in conformity with the Construction Documents and make recommendations as to correction of the deficiencies or defects. Project Architect 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 inspection and observation, the Project Architect and its consultants shall visit the site for specific purposes related to certification of progress payments, start-up or mock-up reviews for significant work activities and for formal inspections of the Work. The Project Architect and its consultants shall provide written reports of all site visits to the Owner and Contractor.

1.6.7 The Project Architect shall prepare an agenda for, and conduct monthly job conferences for attendance by representatives of the Contractor, major subcontractors, the Project Architect and the Owner, and prepare and distribute minutes of the meetings.

1.6.8 The Project Architect shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the 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 Project Architect shall at all times have access to the Work wherever it is in preparation or progress.

1.6.10 The Project Architect shall determine the amounts owing to the Contractor based on 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 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 Project Architect to the Owner, based on the Project Architect'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 Project Architect'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 Project Architect 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 Project Architect 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 Project Architect 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 Project Architect 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 Project Architect's decisions in matters relating to artistic effect shall be final if consistent with and reasonably inferable from the intent of the Contract Documents. The Project Architect shall review interior designs and/or furniture selections proposed by the Owner and advise the Owner on their aesthetic compatibility with the Project Architect's design.

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

1.6.16 The Project Architect 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 so as to cause no delay to the Contractor's scheduled progress, but in any event no more than fourteen (14) business days after receipt. The Project Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. The Project Architect's review shall not constitute approval of any construction means or methods.

1.6.17 Project Architect shall clarify and interpret the intent and scope of the Construction Documents and, if necessary or appropriate, issue supplemental documents to amplify or explain portions of the Construction Documents.

1.6.18 Project Architect 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.

1.6.19 The Project Architect shall prepare and sign Change Orders for the Owner's approval and execution in accordance with the Contract Documents, and shall have authority to order minor changes in

the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time which are not inconsistent with the intent of the Contract Documents. In conjunction with each Change, the Project Architect shall prepare an independent cost and time estimate for comparison with the Contractor's proposal and recommend to the Owner whether the proposal is acceptable.

1.6.20 Project Architect shall prepare revised Contract Drawings, where appropriate, to illustrate and document the work required by approved Change Orders. All proposed changes to drawings plans and specifications, regardless of how initiated, shall be totally defined in the document depicting them as to scope of work added, removed, or changed. The original copies of the Construction Documents may be revised to show such changes, provided that all such revisions shall be separately recorded on the media acceptable to Owner, including, without limitation, CADD. Such revisions shall be clearly indicated and a current revision date shall be included on the reproducible copy. Changes to the 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.

1.6.21 Project Architect and its consultants shall conduct and participate in concealed space observations, systems start-up observations, systems integration/operational demonstrations, Substantial Completion or pre-Final work observations to determine the Dates of Substantial Completion, and Final work observation. In association with each observation, Project Architect and its consultants shall prepare a list of items which Project Architect and its consultants have observed as deficiencies in the Work, requiring remedial work or replacement, assemble and distribute the official punch(s) to all affected parties, and thereafter review the corrected and/or replaced work and assist in verification of correction of all items.

1.6.22 Project Architect shall review, for conformance with the Contract Documents, Contractor's submission of guarantees and warranties.

1.6.23 The Project Architect and its consultants shall assist the Owner in checking as-built drawings during the course of the Work in association with certifying progress payments and shall review as-built documents for completeness and compliance with Contract requirements at Substantial Completion and at Final Completion of the Project.

1.6.24 Project Architect shall receive and review Contractor's submission of record drawings, 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 Project Architect shall certify final payment to the Contractor when the requirements of the Contract between Owner and Contractor have been met.

1.6.25 Project Architect shall monitor the Contractor's schedule for the construction phase work and assist the Owner in reviewing all relevant activities and advise the Owner of the Contractor's scheduled progress.

1.6.26 Project Architect shall provide assistance to Owner for the purpose of advising and counseling Owner's personnel in the usage, operation and maintenance of the building mechanical, electrical, and plumbing systems.

1.6.27 The Project Architect shall be available after final payment to advise the Owner regarding Warranty items and to inspect Warranty work during the Warranty period. Project Architect shall participate in the Project's one year warranty review.

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 Basic Compensation. Prior to commencing any Additional Service, Project Architect shall prepare for acceptance by the Owner an Additional Services Proposal, in the form attached hereto as an Exhibit, or other format as directed by Owner, which shall describe in detail the nature or scope of the Additional Services, the basis upon which Project Architect has determined that such service are Additional Services, and which shall set forth the maximum amount of fees and reimbursable expenses for which Project Architect is prepared to perform such Additional Services, together with a proposed schedule for the performances of such Additional Service. Those services which the Owner contemplates to be provided as Additional Services or considered to be Additional Services are described in Article 14. Project Architect 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 Project Architect pursuant to such 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 Project Architect to complete its responsibilities hereunder free of material errors and omissions. Project Architect shall not be required to perform any destructive testing or to hire the services of a surveyor unless agreed to as an Additional Service.

1.8 **Time**

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

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 Architect 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. 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.

1.8.3 Project Architect shall prepare and submit on a monthly basis an updated design milestone schedule that is acceptable to the Owner prior to submission of the Architect's design phase payment

application, in conformance with the design project milestone schedule, so that the desired design schedule for the Project is maintained by the Project Architect.

Article 2 Owner's Responsibilities

2.1 The Owner will provide a Facilities Program attached hereto as an Exhibit, or the Owner and Project Architect may agree that Project Architect shall prepare a Facility Program as an Additional Service as set forth in Article 14 of this Agreement. The Facility Program 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 Project Architect prepares the Facility Program, then Owner will review the Facility Program when completed and then determine whether to proceed with the Project and authorize commencement of Basic Services. The Owner reserves the right to terminate the Agreement following completion of the Facility Program, and shall have no further obligation to Project Architect other than payment for services authorized by Owner and provided by Project Architect 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 Construction Cost Limitation, Owner's Special Cash Allowance, Owner's Construction Contingency, and other costs which are the responsibility of the Owner. The schedule attached hereto as an Exhibit, will set forth the Owner's plan for milestone dates and completion of the Project.

2.3 The Owner designates Capital Planning and Management 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 Project Architect and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of the Project Architect's services. The Vice President, and Chief Facilities Officer is also designated as the Owner's representative for the purpose of administering this contract, including determination of fees earned by the Project Architect and equitable back charges against the Project Architect. The Owner shall have the right to withhold from payments due Project Architect such sums as the Owner deems reasonably necessary to protect Owner against any loss or damage which may result from negligence by Project Architect or failure of Project Architect to perform Project Architect's obligations under this Agreement pending final resolution of such claims.

2.4 The Owner, at Owner's cost, will secure the services of surveyors, geotechnical and laboratory testing engineers, or other special consultants to develop additional information to the extent necessary for the design of the project. The Project Architect 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 as may be necessary for the Project.

2.7 The services, information, surveys 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 Project Architect; however, Owner shall have no obligation or duty to investigate whether such faults, defects, or conflicts exist.

2.9 The Owner will review the Project Architect's design at the completion of Schematic Design and Design Development and at completion of the stages of Construction Documents as described in Article 14. Comments concerning corrections or amendments to the plans and specifications will be furnished in writing to the Project Architect 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 Project Architect 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 Project Architect's services and of the Work.

2.11 At the time the Construction Documents are issued for construction bids/proposals, the Owner shall prepare a statement calculating the Project Architect's fees for the Project based upon the provisions of this Agreement and any adjustments to the fee calculation mutually agreed to during design. If Project Architect objects to the revised project fees, Project Architect must notify the Owner of its objections in writing within fourteen (14) days of receipt of the fee statement otherwise Project Architect's approval of the fee amounts shall be deemed given.

2.12 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 means the amount calculated by the Project Architect for the total cost of all elements of the Project, including all alternate bids or proposals, designed and specified by the Project Architect or reasonably inferable as a usual and customary component of the project or otherwise necessary for complete installation and operation of the Project.

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 Contractor and any equipment which has been shown in the plans, specified, and specially provided for by the Project Architect. The Estimated Construction Cost shall include and consider the cost of labor and materials necessary for installation of Owner furnished equipment which has been shown in the plans, specified, and specifically provided by the Project Architect.

3.3 The Estimated Construction Cost does not include compensation to the Project Architect and the Project Architect's consultants, the Owner's Construction Contingency, the Owner's Special Cash Allowance, 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 Direct Salary Expense

4.1 Direct Salary Expense ("DSE") is defined as the actual salaries, expressed on an hourly wage basis, prior to deductions for employment taxes (such as FICA, Medicare, income tax withholding) and employee-paid benefits, of all personnel, including Project Architect's employees directly engaged on the Project (and performing consultations or research or preparing designs, drawings, and specifications for the Project). DSE shall exclude mandatory and customary fringe benefits and employee benefits (such as employer-paid insurance, sick leave, holidays, vacation, pensions and similar contributions, or additions such as bonuses or other surplus payments), overhead expense (which includes salaries of bookkeepers, secretaries, clerks, and the like), and profit relating to the Project. Any multiplier applied to such DSE shall be for the purpose of covering such fringe benefits, expense, and profit. All personnel shall mean anyone employed by the Project Architect and its consultants including, but not limited to, Architects, officers, principals, associates, project architect, CADD technicians, engineers, designers, job captains, draftspersons, and specifications writers, who are performing consultation, research or design, or who are producing drawings, specifications, plans, or other documents pertaining to the Project, or who are performing services during construction at the Property that are directly attributable to, and necessary for, such construction.

4.2 Prior to entering into any agreement between the Project Architect and the Owner, and the Project Architect and its consultants, the Project Architect shall submit a full list of all personnel titles and the hourly wage for each which is attached hereto as an Exhibit. The hourly rates contained therein may be adjusted semi-annually in accordance with the usual and customary salaries of the architectural profession in the area of Project Architect's office.

Article 5 Reimbursable Expenses

5.1 Reimbursable Expenses are in addition to the Compensation for Basic Services and Additional Services. These include actual out-of-pocket reasonable expenditures made by the Project Architect and the Project Architect's employees and consultants incurred solely and directly in connection with Project Architect'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 Shipping or mailing of all reports, drawings, specifications, and other items in connection with the Project except for: correspondence between the Project Architect and the Owner; Project Architect's in-house work or correspondence; or work or correspondence exchanged between the Project Architect and its consultants.

5.1.4 Expense of any additional insurance coverage or limits that exceed those required by this Agreement, when requested by the Owner.

5.1.5 Expense of transportation and living expenses in connection with out-of-state travel approved in advance in writing by Owner and directly associated with the Project will be reimbursed in accordance with the Owner's Current Employee Travel Policy. The Owner's Current Employee Travel Policy is attached as Exhibit O – Rider 107 Travel Policy.

5.1.6 Expenses of any reprographic services that are in addition to those required under Basic Services requested by the Owner in writing, including, but not limited to reproduction and delivery of plans, specifications, addenda, reports or other miscellaneous documents. Reprographic services may include electronic document files or paper printing and delivery. Authorized additional reprographic services that are not provided in-house by the Project Architect shall be procured in the following manner:

a) Project Architect shall develop a complete scope of services fully describing the services to be provided by the reprographic vendor. The Project Architect shall submit the scope of services to and request bids from at least three reprographic vendors, including at least one woman owned HUB firm and one minority owned HUB firm. For services projected to be less than $25,000, three bids procured by telephone are acceptable. For services anticipated to be greater than $25,000, three written bids are required. An updated HUB Subcontracting Plan (HSP) reflecting the new scope of work shall be submitted to the HUB Coordinator for approval.

b) Reprographic services vendor shall provide, as a minimum, the following information in its bid proposal to the Project Architect:

(1) Its ability to handle projected volume on given schedule.

(2) Its ability to receive and warehouse Project Architect's electronic document files.

(3) Its ability to manage bid document deposit process.

(4) Its ability to print partial document sets as directed by Project Architect.

5.2 Unless expressly directed, and approved in advance, by the Owner, transportation (including mileage and parking expenses) and living expenses incurred within the State of Texas, for firms whose principal address is within the State of Texas, will not be subject to reimbursement.

5.3 Expenses not allowed for reimbursement include the cost of review documents required to be provided to the Owner under Article 14, telephone charges, FAX service, alcoholic beverages, laundry, valet service, entertainment or any non-project related items. All tips must be included within the per diem allowances.

5.4 Owner shall not pay a mark-up on reimbursables. Architect shall submit receipts for all reimbursable expenses along with any reimbursement request.

Article 6 Basis of Compensation

The Owner shall compensate the Project Architect for the services provided in accordance with Article 7. Payments to the Project Architect, and other terms and conditions of this Agreement, as follows:

6.1 Basic Services Fee

6.1.1 For Basic Services, as described in Article 1, and including all disciplines identified in Article 14.1 as part of Basic Services, Project Architect's Basic Fee shall be calculated as follows:

The Construction Cost Limitation times the agreed fee percentage equals Basic Services Fee (see paragraph 14.4).

6.1.2 The agreed fee percentage for Basic Services cannot exceed the maximum fee allowed as interpolated from the appropriate Board of Regents table.

6.1.3 The Project Architect's Basic Services Fee will be based on the Construction Cost Limitation regardless of whether the actual contract award for construction, less Owner's Special Cash Allowance and Owner's Construction Contingency, is more or less than the Construction Cost Limitation provided that the resulting fee, when expressed as percentage of the actual contract award cost, shall not exceed the maximum percentage fee established by the Board of Regents, or any other limitations imposed by law.

6.1.4 In multi-stage projects, the basic services fee for each Construction Contract Stage (CCS) shall be calculated multiplying the Sub-Construction Cost Limitation for the CCS times the agreed fee percentage for the Basic Services Fee established in paragraph 14.5. The Project Architect's total Basic Services Fee will be the sum of the basic services fees for all CCSs. The total Basic Services Fee shall not exceed the maximum fee allowed as a percentage of the Construction Cost Limitation interpolated from the appropriate Board of Regents table.

6.1.5 If the description of the Project Architect's Basic Services is changed materially, the applicable fee percentage shall be adjusted equitably, subject to the maximum fee limitations established by the Board of Regents.

6.2 **Fees for Changes in Project Scope**

6.2.1 For reductions in the scope of the Project that occur after commencement of the Schematic Design Phase but before confirmation of the Construction Cost Limitation at the completion of the Bidding and Proposal Phase, the Project Architect's fee for basic services related to the eliminated scope of the Project, to the extent such services are provided by the Project Architect, shall be calculated using the same percentage fee used to establish the Basic Services Fee times the lowest bona fide bid or negotiated proposal for the eliminated scope of the Project or, if no bid or proposal is received, an up-to-date detailed Estimated Construction Cost for the eliminated scope of the Project, but only to the extent that services for the eliminate scope of the Project were performed by the Project Architect.

6.2.2 For increases in the scope of the Project that occur after commencement of the Schematic Design Phase but before confirmation of the Construction Cost Limitation at the completion of the Bidding and Proposal Phase, the fee for the additional Basic Services related to the additional scope of the Project, to the extent such services are provided by the Project Architect, shall be calculated using the same percentage fee used to establish the Basic Services Fee times the lowest bona fide bid or negotiated proposal for the added scope of the Project or, if no bid or proposal is received, an up-to-date detailed Estimated Construction Cost for the added scope of the Project, but only to the extent that services for the added scope of the Project were performed by the Project Architect.

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 Project Architect, the fee for the additional Basic Services required will be calculated using the same percentage fee used to establish the Basic Services Fee times the lowest bona fide bid or negotiated proposal for the changes to the Work or, if no bid or proposal is received, an up-to-date detailed Estimated Construction Cost for the changes to the Work, but only to the extent that services for the changes to the Work are performed by the Project Architect.

6.4 **Additional Services**

6.4.1 Fees for Additional Services, including any services identified in Article 14.2 are in addition to the Basic Services Fee described above.

6.4.2 For Additional Services of the Project Architect that are not Basic Services or fees due to changes in Project scope, the Project Architect's fee shall be calculated as follows.

6.4.3 The fees for Additional Services will be negotiated by the Owner and the Project Architect as the scope of the Additional Services is defined and shall be calculated in one of the following ways:

a) A pre-established lump sum amount;

b) An agreed percentage of the Contractor's cost of the Work resulting from the service being provided; or;

c) On an hourly basis for time expended at an amount not to exceed 3.0 times the direct salary expense for all personnel directly involved in providing the service.

6.4.4 In the absence of an agreement between the Owner and the Project Architect, the fees for Additional Services shall be calculated on an hourly basis.

6.4.5 For additional services of the Project Architect's consultants that are not Basic Services or additional Basic Services due to changes in Project scope, the Project Architect's fee shall be calculated as an amount not to exceed FIVE PERCENT (5%) times the amount that the consultant bills the Project Architect for the additional services. The consultant's fee for the additional services shall be calculated in the same manner as described in Article 6.4.3.

6.5 **Reimbursable Expenses**

For reimbursable expenses, as described in Article 5, and any other items included in Article 14 as Reimbursable Expenses, the Project Architect's reimbursement shall be calculated as an amount not to exceed 1.00 times the amounts actually expended by the Project Architect, the Project Architect's employees and consultants in the interest of the Project.

Article 7 Payments to the Project Architect

7.1 **Payments for Basic Services**

7.1.1 Payments for Basic Services shall be made at the end of each Phase of services or, with the Owner's approval, 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 attached hereto as Exhibit D, and Attachment H to Exhibit D, which concern payments planned and payments made to Historically Underutilized Businesses.

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 Project Architect of any of Project Architect's obligations or liabilities with respect to such services.

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

7.1.6 For purposes of Texas Government Code 2251.021, the date the performance of service is completed is the date when the Owner's representative approves the invoice.

7.2 Payments for Additional Services and Reimbursable Expenses

Payments for the Project Architect's Additional Services and for Reimbursable Expenses shall be made monthly upon presentation of the Project Architect'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 Project Architect if any one or more of the following conditions precedent exist:

a) Project Architect 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) Project Architect has failed to make payments promptly to consultants or other third parties used in connection with services for which Owner has made payment to Project Architect;

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) Project Architect has failed to achieve a level of performance necessary to maintain the project schedule.

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

Article 8 Project Architect Accounting Records

8.1 Records of Reimbursable Expenses and expenses pertaining to Additional Services and services performed on the basis of a Multiple of Direct Salary Expense 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 Project Architect's billings, certificates, and statements, either before or after payment by (1) inspecting the books and records of

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

8.2 Architect shall submit a notarized statement documenting that the Direct Salaries stated on Exhibit C comply with the definition for Direct Salary Expense under Article 4 Direct Salary Expense and that any multiplier applied to DSE on Exhibit C complies with the definition for DSE under Article 4 Direct Salary Expense. Architect/Engineer shall break down the multiplier under Article 4 for the purpose of fringe benefits, expense, and profit to justify the multiplier up to a maximum of 3 allowed under Article 6.2.

8.3 Records of Project Architect costs, reimbursable expenses pertaining to the Project and payments shall be available to Owner or its authorized representative during business hours and shall be retained for five years after final Payment or abandonment of the Project, unless Owner otherwise instructs Consultant 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 Project Architect whether the Project for which they are made is executed or not. The Owner shall be permitted to retain copies, including reproducible copies and electronic files, of Drawings and Specifications for information and reference in connection with the Owner's use and occupancy of the Project. 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 Drawings and Specifications, including the originals thereof, and the ideas and designs contained therein, for any purpose, regardless of whether Project Architect remains as the Project Architect, has resigned, this Agreement has been terminated, Project Architect's scope of services has been modified, or the services herein have been completed. If this Agreement is terminated, Project Architect hereby consents to the employment by Owner of a substitute Project Architect to complete the services under this Agreement, with the substitute Project Architect having all of the rights and privileges of the original Architect. The Project Architect and its consultants shall not be liable for any changes made by the Owner to the Drawings or Specifications (including Drawings or Specifications provided in CADD or other electronic format) or for claims or actions arising from any such changes on projects in which the Project Architect 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'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 Project Architect.

10.3 In the event of termination not the fault of the Project Architect, the Project Architect shall be compensated for all services satisfactorily performed to the termination date, together with approved Reimbursable Expenses then due, provided Project Architect 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 Project Architect prior to termination.

10.4 A termination under this Article shall not relieve Project Architect or any of its employees of liability for violations of this Agreement, or any willful, negligent or accidental act or omission of Project Architect. The provisions of this Article shall survive the termination of this Agreement. In the event of a termination under this Article, Project Architect hereby consents to employment by Owner of a substitute Project Architect to complete the services under this Agreement, with the substitute Project Architect having all rights and privileges of the original Project Architect of the Project.

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

Article 12 Extent of Agreement

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

Article 13 Miscellaneous Provisions

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

13.2 **Governing Law.** This Agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas, without giving effect to principles of conflicts of laws.

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

13.4 **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 herein.

13.5 **Independent Contractor.** Project Architect acknowledges that it is engaged as an independent contractor and that Owner has no responsibility to provide Project Architect or its employees with transportation, insurance or other fringe benefits normally associated with employee status. Project Architect 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. Project Architect hereby agrees to make Project Architect's own arrangements for any of such benefits as Project Architect may desire and agrees that Project Architect is responsible for all income taxes required by applicable law.

13.6 **Child Support Certification.** Pursuant to Section 231.006, *Texas Family Code*, Project Architect certifies that it is not ineligible to receive the award of or payments under this Agreement and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

13.7 **Eligibility Certification.** Pursuant to Section 2155.004, *Texas Government Code*, Project Architect certifies that the individual or business entity named in this Agreement is not ineligible to receive the award of or payments under this Agreement and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.

13.8 **Franchise Tax Certification.** A corporate or limited liability company Project Architect certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171 of the *Texas Tax Code*, or that the corporation or limited liability company is exempt from the payment of such taxes, or that the corporation or limited liability company is an out-of-state corporation or limited liability company that is not subject to the Texas Franchise Tax, whichever is applicable.

13.9 **Payment of Debt or Delinquency to the State.** Pursuant to Sections 2107.008 and 2252.093, *Texas Government Code*, Project Architect agrees that any payments owing to Project Architect under this Agreement may be applied directly toward any debt or delinquency that Project Architect owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.

13.10 **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") and/or allocation of funds by the Board of Regents of The University of Texas System (the "Board"). If the Legislature fails to appropriate or allot the necessary funds, or the Board fails to allocate the necessary funds, then Owner shall issue written notice to Project Architect and Owner may terminate this Agreement in accordance with Article 10. Project Architect acknowledges that appropriation, allotment, and allocation of funds are beyond the control of Owner.

13.11 **Proprietary Interests.** All information owned, possessed or used by Owner which is communicated to, learned, developed or otherwise acquired by Project Architect in the performance of services for Owner, which is not generally known to the public, shall be confidential. Project Architect shall not, beginning on the date of first association or communication between Owner and Project Architect 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 Project Architect's own benefit or the benefit of another, any such confidential information, unless required by law. Except when defined as part of the Work, Project Architect shall not make any press releases, public statements, or advertisement referring to

the Project or the engagement of Project Architect as an independent Contractor of Owner in connection with the Project, or release any information relative to the Project for publications, advertisement or any other purpose without the prior written approval of Owner. Project Architect shall obtain assurances similar to those contained in this subparagraph from persons, vendors and consultants retained by Project Architect. Project Architect acknowledges and agrees that a breach by Project Architect of the provisions hereof will cause Owner irreparable injury and damage. Project Architect, 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.

13.12 **Appointment.** Owner hereby expressly reserves the right from time to time to designate by notice to Project Architect a representative to act partially or wholly for Owner in connection with the performance of Owner's obligations hereunder. Project Architect shall act only upon instructions from such representative unless otherwise specifically notified to the contrary.

13.13 **Dispute Resolution.** To the extent that Chapter 2260 of the Texas Government Code, as it may be amended from time to time ("Chapter 2260"), is applicable to this Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 shall be used, as further described herein, by Owner and Project Architect to attempt to resolve any claim for breach of contract made by Project Architect:

a) Project Architect's claims for breach of this Agreement that the parties cannot resolve pursuant to other provisions of this Agreement or in the ordinary course of business shall be submitted to the negotiation process provided in Subchapter B of Chapter 2260. To initiate the process, Project Architect shall submit written notice, as required by Subchapter B of Chapter 2260, to Owner in accordance with the notice provisions in this Agreement. Project Architect's notice shall specifically state that the provisions of Subchapter B of Chapter 2260 are being invoked, the date and nature of the event giving rise to the claim, the specific contract provision that Owner allegedly breached, the amount of damages Project Architect seeks, and the method used to calculate the damages. Compliance by Project Architect with Subchapter B of Chapter 2260 is a required prerequisite to Project Architect's filing of a contested case proceeding under Subchapter C of Chapter 2260. The Vice President and Chief Facilities Officer of Owner, or such other officer of Owner as may be designated from time to time by Owner by written notice thereof to Project Architect, shall examine Project Architect's claim and any counterclaim and negotiate with Project Architect in an effort to resolve such claims.

b) If the parties are unable to resolve their disputes under subparagraph (1) of this section, the contested case process provided in Subchapter C of Chapter 2260 is Project Architect's sole and exclusive process for seeking a remedy for any and all of Project Architect's claims for breach of this Agreement by Owner.

c) Compliance with the contested case process provided in Subchapter C of Chapter 2260 is a required prerequisite to seeking consent to sue from the Legislature under Chapter 107 of the Texas Civil Practices and Remedies Code. The parties hereto specifically agree that (i) neither the execution of this Agreement by Owner nor any other conduct, action or inaction of any representative of Owner relating to this Agreement constitutes or is intended to constitute a waiver of Owner's or the state's sovereign immunity to suit and (ii) Owner has not waived its right to seek redress in the courts.

13.13.1 The submission, processing and resolution of Project Architect's claim is governed by the published rules adopted by the Texas Attorney General pursuant to Chapter 2260, as currently effective, hereafter enacted or subsequently amended.

13.13.2 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 Project Architect, in whole or in part. Owner and Project Architect 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 section.

13.13.3 It is agreed that such process is not invoked if Owner initiates the dispute by first bringing a claim against Project Architect, except at Owner's sole option. If Owner makes a claim against Project Architect and Project Architect then makes a counterclaim against Owner as a claim under Chapter 2260 and in compliance therewith, the Owner's original claim against Project Architect 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.

13.14 **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:

Dwain Morris
Vice President and Chief Financial Officer
1515 Holcombe Blvd., Unit 1495
Houston, TX 77030

With Copies to:

William E. Bailey, J.D., C.P.A.
Executive Director
Facilities Finance
6900 Fannin, Suite 11.1022
Houston, Texas 77030

If to Project Architect:

___[Name]_____
___[Company Name]___
___[Street Address]_____
___[City, State, Zip]_____
___[Telephone Number]_____
___[Fax Number]_____

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

Original Invoices must be submitted to:

MD Anderson Cancer Center
Accounts Payable – Box 199
P. O. Box 301401
Houston, TX 77230-1401

email: mdaccap@mdanderson.org

13.15 **Authority to Act.** Project Architect 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 Project Architect has been duly authorized to act for and bind Project Architect.

13.16 **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.

13.17 **Ethics Matters; No Financial Interest**. Project Architect and its employees, agents, representatives and consultants have read and understand University's Conflicts of Interest Policy available at http://www.utsystem.edu/policy/policies/int160.html, University's Standards of Conduct Guide available at http://www.utsystem.edu/systemcompliance/, and applicable state ethics laws and rules available at www.utsystem.edu/ogc/ethics. Neither Architect nor its employees, agents, representatives or consultants will assist or cause University employees to violate University's Conflicts of Interest Policy, provisions described by University's Standards of Conduct Guide, or applicable state ethics laws or rules. Project Architect represents and warrants that no member of the Board has a direct or indirect financial interest in the transaction that is the subject of this Agreement.

Article 14 Other Conditions or Services

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

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. Civil Engineering Services
c. Structural Engineering Services
d. Mechanical Engineering Services
e. Electrical Engineering Services
f. Plumbing Engineering Services
g. Life Safety Code Compliance
h. Life Safety Engineering Services (responsible for Fire Alarm System design and third-party certification of installed system)
i. Commissioning Coordination

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 a 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. – NOT USED.

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 latest AutoCAD version used by MD Anderson.
- All project specifications in electronic format on CD readable/writable by MSWord.
- "Record Drawings" – scanned copies and hard copies
- "Record Drawings" – scanned and organized in PDF or DWF digital format
- "Record Specifications" – electronic copies in a PDF form

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 CONSULTANT. - NOT USED.

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
- Graphics/Wayfinding Planning Services
- Safety Engineering Services

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 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 of 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.

- Surveying Services
- Geotechnical Services
- Code Check
- Plan Check
- Forensic Consultant
- Construction Auditing Consultant
- 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.

On the Effective Date of this Agreement, the Construction Cost Limitation for the Project is stipulated to be:

FOUR MILLION TWO HUNDRED FORTY-TWO THOUSAND NINE HUNDRED Dollars ($ 4,242,900.00)

Therefore, on the Effective Date of this Agreement, the Basic Services Fee for the Project is stipulated to be:

4,242,900.00	**X 8.19 =**	**$ 347,494.00**
Construction Cost Limitation	**Fee %**	**Basic Services Fee**

If the Construction Cost Limitation is revised, due to a change in the scope of the Project, prior to acceptance of the construction contractor's bid or competitive sealed proposal or construction manager's guaranteed maximum price, the Basic Services Fee will be adjusted based on interpolation of the attached Exhibit S – *Board of Regents Fee Schedule dated December 1987*:

Over $5,000,000	8 %
Over $1,000,000	9%
Up to $200,000	10%

The Owner may amend the Construction Cost Limitation after the Owner authorizes the commencement of the Schematic Design Phase. If the Construction Cost Limitation is amended by Owner, and Project Architect has been notified in writing of such Construction Cost Limitation, then this paragraph of this Agreement shall be deemed to be amended by including such Construction Cost Limitation amount as the cost referenced in the first sentence of this paragraph of this Agreement. The Construction Cost Limitation will be confirmed or re-established at the completion of the Schematic Design Phase, at the completion of the Design Development Phase, at the completion of the Contract Document Phase, and at the completion of the Bidding and Proposal 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: $10,000.00

14.4.3 Maximum Contract Sum

Basic Services Fee amount (Art. 14.4.1)	$ 347,494.00
plus	
Maximum Reimbursable Expense amount (Art. 14.4.2)	$ 10,000.00
MAXIMUM CONTRACT SUM:	**$ 357,494.00**

14.5 **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:	5%
Construction Phase:	20%

14.6 **Review Stages.** The Project Architect shall submit CADD files and 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:

50%, 95%, 100%

14.7 **Construction Cost Estimates.** The Project Architect shall submit CADD files, Estimated Construction Cost, and other documents as described in Article 1.1.15 at completion of the Schematic Design Phase, Design Development Phase and at the following stages of completion of the Construction Documents Phase:

50%, 95%, 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:	(10) sets
Design Development:	(10) sets
Construction Documents:	(10) sets for each stage of % complete

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 CD or DVD readable/writable media. 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 2004. 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.

BY SIGNING BELOW, the Contractor has executed and bound itself to this Agreement as of the day and year first above written. The Agreement shall become effective only upon the execution of the Agreement by both parties and the issuance of a Purchase Order by Owner to the Contractor. Change orders, additional services, amendments, modifications, deletions or other changes to the Agreement, if any, shall become effective only upon the issuance of a Purchase Order by Owner to the Contractor. Only Supply Chain Services is authorized to award official agreements and issue Purchase Orders binding on Owner.

(SEAL) [Architect's Name]

ATTEST:

By: _____
(original signature)

_____
(name and title typed)

By: _____
(original signature)

_____
(name and title typed)

Date: _____

CONTENT APPROVED:

Office of Vice President & Chief Facilities Officer
Operations & Facilities Management

By: _____
(original signature)
Name: Spencer Moore
Title: Vice President & Chief Facilities Officer
Operations & Facilities Management

Date: _____

THE UNIVERSITY OF TEXAS
M. D. ANDERSON CANCER CENTER
(Owner)

Office of the Associate Vice President
Supply Chain Management

By: _____
(original signature)
Name: Paul U. St.Amant
Title: Associate Vice President
Supply ChainManagement

Date: _____

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

EXHIBITS

Rider 1 to the Agreement
Rider 1 - Joint Commission on Healthcare Accreditation
Exhibit A – Facility Program -Not Used
Exhibit B – Project Milestones Schedule
Exhibit C – Personnel Titles and Hourly Rates
Exhibit D – Statement for Architectural/Engineering Services
Attachment H to Exhibit D – Documentation of Subcontracted Work
Exhibit E – Anticipated Programming Deliverables
Exhibit F – Constructability Implementation Program
Exhibit G – Hazardous Material Abatement Consultants
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
Exhibit L – Project Scope Summary Questionnaire Form
Exhibit M – Rider 105, Contractor's Affirmations
Exhibit N – Rider 106, Premises Rules
Exhibit O – Rider 107, Travel Policy
Exhibit P – Rider 117, Institutional Policies
Exhibit Q – Owner's Design Guidelines
Exhibit R – Execution of Offer
Exhibit S – Architect / Engineer Fee Schedule
Exhibit T – Sales Tax Exemption Form

RIDER 1

QUALITY ASSURANCE

RIDER 1 TO THE AGREEMENT

Joint Commission

Quality Assurance. By signing this Agreement, Contractor affirms, certifies, and warrants that by agreeing to provide the contracted services to The University of Texas MD Anderson Cancer Center, Contractor agrees to (a) comply with all applicable standards of the Joint Commission (b) implement and monitor a quality assurance process that complies with Joint Commission standards; (c) comply with applicable Joint Commission privileging standards for licensed independent practitioners; (d) upon request, provide assurance to The University of Texas MD Anderson Cancer Center of a licensed independent practitioner's privileging file; and (e) provide The University of Texas MD Anderson Cancer Center with periodic reports of its quality assurance indicators and/or permit The University of Texas MD Anderson Cancer Center to conduct periodic quality assurance audits of Contractor's services as otherwise specified in this Agreement.

EXHIBIT A

FACILITIES PROGRAM – NOT USED

EXHIBIT B
PROJECT MILESTONE SCHEDULE

The activities shown in bold below must have the associated dates identified and included with this agreement and represent services to be performed by the Project Architect pursuant to this Agreement. Suppliemental activities shown on the schedule below, which dates are 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.

Activity:	*Date Completed:*
Owner Approves Facility Program Phase	**Not Applicable**
Schematic Design Phase	
Authorize A/E Start	_____
Submit for Owner Review 95%	
Joint Review for Owner Comments	**March 14, 2013**
Owner Approves Schematic Design	**_____**
Design Development Phase	
Authorize A/E Start	_____
Submit for Owner Review, AE 95%	
Joint Review for Owner Comments	**April 22, 2013**
Owner Approves DD Documents	**_____**
Construction Documents Phase	
Authorize AE to Start	_____
A/E Submit 50% CD's for Owner Review	_____
Joint Review for Owner Comments	_____
A/E Submit 95% CD's for Review	_____
Joint Review for Owner Comments	_____
A/E Submit 100% CD's for Review	_____
Joint Review for Owner Comments	**June 10, 2013**
Owner Approves 100% Construction Documents	**_____**
Owner advertises for Competitive Sealed Proposals (if applicable)	**June 14, 2013**
Construction Phase Activities	
NTP for Construction	**Aug. 23, 2013**
Project Substantial Completion	**April 17, 2014**

EXHIBIT C
PERSONNEL TITLES AND HOURLY RATES;
NAMES OF SENIOR PRINCIPAL AND PROJECT TEAM MANAGER

Personnel Title/Position DSE Hourly Rate Multiplier Hourly Billing Rate

Identify all staff

Architect shall complete this information and must state the DSE hourly rate

EXHIBIT D
Firm Letterhead

Date:

MD Anderson Cancer Center
Capital Planning and Management
1515 Holcombe Box 703
Houston, Texas 77030

Project Name :
MDACC Purchase Order No:

MDACC Project No. :
A/E Project No. :
Project Manager:

STATEMENT FOR ARCHITECTURAL/ENGINEERING SERVICES

Statement No. for the period ended _____,

for services provided in accordance with A/E Agreement dated _____.

Professional Liability Insurance Policy expiration date:

I. BASIC SERVICES
Construction Cost Limitation/Construction Contract Award Sum $
(less Construction Contingency)

(Cost Adjustments – [Identify] $)

Compensation @_____% $

Services Performed to Date:

Phase	Fee	Amount	Complete	Total Earned To Date
Schematic Design	15%	$	%	$
Design Development	20%	$	%	$
Construction Documents	40%	$	%	$
Bidding	5%	$	%	$
Construction Administration	20%	$	%	$
Compensation Adjustments		$	%	$
Sub-Total			%	$

Amount Previously Billed deduct $_____

Net Amount Due This Statement $

EXHIBIT D

II. ADDITIONAL SERVICES

Services Performed to Date: (Append Supplemental Material)

Authorization	Fee Basis	Amount	Complete	Total Earned To Date
(Amendment, letter	(fee percentage as	$	%	$
of agreement, etc.)	established in Art. 14.)	$	%	$
	for Basic Services)	$	%	$

Sub-Total $

Amount Previously Billed deduct $

Net Amount Due This Statement $

IV. CHANGE ORDER SERVICES

Services Performed to Date (Append Supplemental Material)

C.P./C.O. No.	Amount	Fee Basis	Amount	Complete	Total Earned To Date
	$	(fee % established	$	%	$
	$	in Art. 14.5.)	$	%	$
	$		$	%	$

Sub-Total % $

Amount Previously Billed deduct $

Net Amount Due This Statement $

V. REIMBURSABLE EXPENSES

Expenses to Date (Append Supplemental Material)

Type	Amount	Multiplier	Total Earned To Date
Travel	$	1.0	$
Reproduction/Postage	$	1.0	$
Other	$	1.0	$

Sub-Total $

Amount Previously Billed deduct $

Net Amount Due This Statement $

EXHIBIT D

RECAPITULATION

		Net Amount Due This Statement	Total Earned To Date
I.	BASIC SERVICES	$	$
II.	ADDITIONAL SERVICES	$	$
III.	CHANGE ORDER SERVICES	$	$
IV.	REIMBURSABLE EXPENSES	$	$
V.	PROMPT PAYMENT ACT INTEREST (Prior Payments) $_____		$
	TOTAL AMOUNT EARNED THIS STATEMENT		
	TOTAL AMOUNT PREVIOUSLY BILLED deduct	$_____	
	TOTAL AMOUNT DUE THIS STATEMENT	$_____	$_____

I certify that the above Statement is correct and now due.

_____	_____	_____
Signature	Title	Date

(Supplemental material shall include:

1.. tabulation of hourly compensation by name, hours & pay rate:
1.. by the firm
1.. by consultants
1.. receipts for reimbursable expenses
1.. other substantiating information
1.. Exhibits A and B on firm letterhead)

Approved by MDACC Project Manager:

_____	_____
Signature	Date

Accounting Review:

_____
Initial & Date

FINAL PAYMENT CERTIFICATION AND LIEN WAIVER

The Architect certifies that all persons, consultants and firms who supplied services to it in connection with this Project have been fully paid for their services or work items, or that they will be fully paid immediately upon receipt of this payment, and that there are no other outstanding debts, obligations or claims related to this Project for which the Owner may be liable or for which the Architect will look to the Owner for additional payment. **This payment constitutes full and final payment to the Architect and its consultants for all services provided for this Project and the Owner is not obligated to make any more payments on their behalf.**

In consideration of the payment herewith made, the undersigned does fully and finally release and hold harmless Owner from any and all claims, liens or right to claim or lien, arising out of this Project under any applicable bond, law or statue.

_____	_____
Signature	Date

FINAL HUB PLAN
The HUB Plan form for final payment is included with this Final Payment Request.
Yes____ No ____

ATTACHMENT H TO EXHIBIT D

HUB Subcontracting Plan (HSP)
Prime Contractor Progress Assessment Report

This form must be completed and submitted to the contracting agency each month to document compliance with your HSP.

Contract/Requisition Number: _____ Date of Award: _____ (mm/dd/yyyy) Object Code: _____ (Agency Use Only)

Contracting Agency/University Name: _____

Contractor (Company) Name: _____ State of Texas VID #: _____

Point of Contact: _____ Phone #: _____

Reporting Period: ☐ - Jan. ☐ - Feb. ☐ - Mar. ☐ - Apr. ☐ - May ☐ - Jun. ☐ - Jul. ☐ - Aug. ☐ - Sept. ☐ - Oct. ☐ - Nov. ☐ - Dec.
(Check only one Month)

Total Contract Amount Paid this Reporting Period to Contractor: $ _____

Report HUB and Non-HUB subcontractor information

Subcontractor's Name	Subcontractor's VID or HUB Certificate Number	Total Contract $ Amount from HSP with Subcontractor	Total $ Amount Paid This Period to Subcontractor	Total Contract $ Amount Paid to Date to Subcontractor	Object Code (agency use only)
		$	$	$	
		$	$	$	
		$	$	$	
		$	$	$	
		$	$	$	
		$	$	$	
		$	$	$	
		$	$	$	
	TOTALS:	$	$	$	

Signature: _____ **Title:** _____ **Date:** _____

Printed Name: _____ **Phone No.** _____ _____

EXHIBIT E

ANTICIPATED PROGRAMMING DELIVERABLES

The Project Architect shall be responsible for coordinating and compiling all of the programming materials in the form of a manual (with exhibits as required); in the chapter sequence established in the Facilities Programming Guidelines. The lead party responsible for generating the materials will be as follows:

Work Area from Guidelines		Lead Responsibility
Programming Schedule		Project Architect
Ch. 1:	Sign-Off Sheet	Owner (form provided by Project Architect)
Ch. 2:	Executive Summary	Project Architect
Ch. 3:	Project Goals	
	Institution's Mission Statement and Objectives	Owner
	Compliance with Institution's Strategic Plan	Owner
	Compliance with Institution's Campus Master Plan	Owner
	Functional Programs Curricula Descriptions and Projections	Owner
	Project Need	Owner
	Project Objectives	Project Architect/Owner
	Compliance with Coordinating Board Space Model	Project Architect/Owner
Ch. 4:	Space & Adjacency Requirements	Project Architect
Ch. 5:	Supporting Requirements	Project Architect
Ch. 6:	Existing Site Studies	Project Architect (except as follows)
	Topographic Survey	Owner
	Geotechnical Survey	Owner
Ch. 7:	Existing Facilities Studies	Project Architect
Ch. 8:	Design Parameters	Project Architect
Ch. 9:	Preliminary Project Cost	Project Architect
Ch. 10:	Project Schedule	Project Architect
Ch. 11:	Implementation Approach	Owner
Ch. 12:	Information Specific to This Institution	Owner
Ch. 13:	Selection a Delivery Method	Owner/ Project Architect

EXHIBIT F
CONSTRUCTABILITY IMPLEMENTATION PROGRAM
GENERAL SCOPE OF WORK

1.0 PROGRAM OBJECTIVES

- Implement a rigorous constructability program following The University of Texas System, Office of Facilities Planning and Construction Constructability Manual.

- Identify and document project cost and schedule savings (targeted costs are 5% of construction costs).

- Clarification of project goals, objectives.

2.0 PROGRAM IMPLEMENTATION

2.1 Project Team Meeting with Constructability Consultant

- Identification of all project team personnel and all project stakeholders.
- Team briefing of objectives, methods and concepts of constructability.
- Familiarization with implementation program.
- Preliminary identification of constructability priorities, special challenges, concerns and progress to date.

2.2 Constructability Implementation

- Review Constructability Manual for constructability program, implementation and documentation requirements.
- Establish constructability organization following the Constructability Manual.
- Identify preliminary constructability priorities and special challenges or concerns.

2.3 Schematic Design Phase

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

2.3.1 Constructability Consultant

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

.

2.3.2 Project Team and Constructability Consultant

- Review detailed issues of front-end, high-priority concepts and identify concerns, identify information needs, start to brainstorm alternative approaches, conduct preliminary evaluation of approaches, identify needs for further analysis, chart path forward.
- Review constructability recommendations, documentation and construction cost estimates for acceptance.

2.4 Design Development Phase

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

2.4.1 Constructability Consultant

- Attend project team meetings, review documents, and develop constructability recommendations and documentation following the Constructability Manual.
- Provide Cost Quantity Surveys to coincide with the Project Architect's submissions. The Project Architect and Constructability Consultant shall consult and resolve any differences in their respective Cost Quantity Surveys.
- Provide follow-up discussions on front-end, high priority concepts.

2.4.2 Project Team and Constructability Consultant

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

2.5 Construction Documents Phase

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

2.5.1 Constructability Consultant

- Attend project team meetings, review documents, and develop constructability recommendations and documentation following the Constructability Manual.
- Review plans and specifications developed to date, identifying sub-optimal or potentially problematic design elements.
- Recommend alternative design suggestions for consideration and document potential savings.
- Conduct value engineering investigations into selected high-cost design elements.
- Provide Cost Quantity Surveys to coincide with the Project Architect's submissions. The Project Architect and Constructability Consultant shall consult and resolve any differences in their respective Cost Quantity Surveys.

2.5.2 Project Team and Constructability Consultant

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

3.0 Close-out Documentation

3.1 Constructability Consultant

- Complete all documentation included in the Constructability Manual.

3.2 Project Team and Constructability Consultant

- Review documentation for acceptance.

EXHIBIT G

HAZARDOUS MATERIAL ABATEMENT GENERAL SCOPE OF WORK

1. Review and Assessment

   Review previous survey results and conduct an inspection of the facilities in order to collect the required amount of samples of suspect material. Determine the extent, condition, and approximate quantities of lead and asbestos containing materials.

2. Technical Specifications

   Develop the technical plans and specifications for the abatement phases of the project for Owner's review and approval. Meet with appropriate personnel to discuss the plans and specifications along with the abatement process.

3. Provide a final copy of approved technical plans and specifications.

4. Abatement Monitoring

   Collect and analyze background air, dust and soil samples prior to the commencement of abatement work.

5. For abatement work which requires the use of enclosures:

   A. Pre-abatement inspection to approve enclosure and authorize abatement to begin.

   B. Conduct a full time or periodic inspection as directed by Certified Industrial Hygienist (CIH).

   C. Collect and analyze area samples (inside and outside) enclosure as directed by CIH.

   D. Conduct a clearance inspection and collect and analyze air, dust and soil samples at conclusion of abatement work to "release "Contractor from that area.

EXHIBIT H

POLICY ON UTILIZATION – HISTORICALLY UNDERUTILIZED BUSINESSES

(Exhibit H is included herein by reference)

ATTACHMENT 1 TO EXHIBIT H

HUB SUBCONTRACTING PLAN

EXHIBIT I

COMMISSIONING IMPLEMENTATION PROGRAM

Purpose

In the past few years, new facilities have become much more complex requiring that new methods of start-up and operation be employed to assure that each facility will function as intended. Commissioning is a process that has been used for many years in industrial plants, production lines, and the ship building industry to functionally test every component to verify that each operates independently as specified and collectively as a system. Similar techniques are required for complex institution and commercial facilities.

This document sets requirements that must be met during design and construction phase to assure the Owner that all commissioning requirements are met and that facilities are operating at optimum performance levels according to building-program established parameters.

There are many critical participants involved with a comprehensive building commissioning program. The obvious participants are the Contractors, consultants, and the owner. As the commissioning industry matures, additional specialists will likely be recognized; e.g., the commissioning agent who is engaged directly by the owner, and the test engineer who will be a member of the prime Contractor's team. Whereas, by contract, each will have clearly defined individual responsibilities, in the overall both become the essence of the final quality assurance program for the Contractors and the owner. The underlying objective is to deliver to the owner a fully operational facility that operates in accordance with the design intent.

To that end, the Owner is developing a range of specification materials for use in its contract documents and information for consultants to refer and respond to during design. All of the foregoing will be included in the Pre-design information for Architect-Engineer Services. In general, the Owner is proceeding as follows:

Commissioning Agent:

Typically, the Owner will hire a commissioning agent. This will be a firm skilled in commissioning facilities of the type represented by the specific project. In this situation, the firm will be referred to as the commissioning agent. The commissioning agent will be hired early in the construction period to be available to work with the Contractor. In some cases the commissioning agent may be hired during design to contribute expert advice before the project is bid.

Test Engineer:

Generally, the contract documents will require the prime Contractor to organize, schedule, and conduct all equipment and apparatus tests and perform all system functional performance tests.

This organizing, scheduling and testing will be presented to the commissioning agent for review and approval.

The primary role of the Contractor is to develop appropriate test procedures within the requirements of the contract for all equipment/systems being tested, complying with the manufacturer's standards and procedures, and to ensure that all is successfully completed within the contract completion period.

Testing, Adjusting, and Balancing (TAB):

Due to the complexity of projects and since the quality assurance function is implicit in the hiring of the commissioning agent, preliminary testing, adjusting, and balancing will be included in the contract documents as a responsibility of the prime Contractor.

The Owner will directly engage a TAB firm. The TAB firm will work directly with the Owner and Owner's Commissioning agent and become a member of the owner's quality assurance team.

In order to effectuate the overall commissioning program, the following paragraphs are provided to identify responsibilities of various participants in the process.

There are five specific design phases: programming, schematic, design development, contract document, and bidding. Programming results in a detailed statement of Owner requirements. Schematic results in the first translation of written requirements into a conceptual facility design. Design development presents an organized facility that the design team will execute to meet the Owner's requirements. Contract documents provide all details necessary for a Contractor to build the facility. Bidding commits a specified completion date and cost.

All design criteria and operational parameters must be thoroughly considered by the consultants and the Owner during the schematic and design development phases, and final agreements documented at the end of the design development phase. Deviations from design criteria and operational parameters accepted during the contract document and bidding phases must be recorded at the end of bidding and included as a supplement to the document produced at the end of the design development phase. These two documents must be bound together with the original functional and technical programs to be a permanent reference regarding the design and operating criteria for the facility; to be used during commissioning and for reference throughout the life of the facility. The prime consultant must develop the document and deliver three copies to the Owner.

Responsibility

During the Implementation Phase and Design Phase, the Commissioning Agent (CA), working with the Owner and in cooperation with the Test & Balance Team (T&B), users and the Architect (A) and MEP Engineer (E) will develop the general specifications for the bid documents to define the Contractor's responsibilities for the commissioning activities.

During the construction phase, the CA working through Owner and T&B and in cooperation with the Contractors will coordinate and oversee the commissioning activities.

The Contractor shall prepare detailed commissioning plans as defined in the specifications for the Project equipment and systems for approval by the CA.

The Contractors shall organize and conduct demonstration tests of the equipment and systems under the observation of the CA, Owner, and T&B personnel. To support the Contractor's responsibility, the Contractor shall employ a Test Engineer (TE) to prepare and conduct the commissioning activities of the Contractor. The TE shall work in close contact with OFPC, OCP, T&B and CA.

Scope of Services Matrix

This list is not all inclusive nor is it limited to any items referred to or implied in other parts of the Agreement or normally provided under the Conditions of the agreement.

Implementation Phase	A	E	CA	TE	OWNER.T&B
Investigate, develop and understand owner's current policies and procedures		X	X		
Make and offer suggestions for improvement for owner's review			X		

Design Phase Activities	A	E	CA	TE	OWNER.T&B

Review Schematic Design	X	X	X		X
Review Design Development Documents	X	X	X		X
Develop commissioning plan	X	X		X	X
Review Construction Documents	X	X	X		X
Develop commissioning specifications	X	X	X		
Develop or organize design intent/criteria documents	X	X			
Identify the scope of the proposed commissioning process.			X		
Provide an outline specifications for commissioning.	X	X	X		
Documentation of Design Criteria and Assumptions	X	X			

Construction Phase Activities		A	E	CA	TE	INST.	T&B
Prepare project specific plan			X				
Approve Plan				X		X	
Attend pre-construction, planning and construction meetings		X	X	X	X	X	X
Develop schedule of milestones for accomplishing commissioning plan					X		
Review/Update Commissioning Plan		X	X		X	X	
Develop submittal and shop drawing format		X	X	X		X	
Prepare submittals and shop drawings				X			
Review equipment, system and control submittals for compliance with commissioning goals		X	X	X	X	X	X
Review project status with Owner		X	X	X	X	X	X
Witness initial start-up of equipment			X	X	X	X	X
Prepare demonstration test program with functional test procedures and document results					X		
Prepare training program Observers				 X	X		
Execute demonstration (functional) test Observers			 X	 X	X X	 X	 X
Organize O&M Manuals				X	X		
Organize and execute training program Observers			 X	 X	X	 X	 X
Develop balancing agenda and schedule Observers				 X		X	
Review test and balance program			X	X	X	X	X
Building envelope pressure test					X		
Elevator testing					X	X	
Perform test and balance					X	X	
Review test and balance reports			X	X	X	X	X
ReviewContractor's as-builts		X	X	X	X	X	
Develop preventative maintenance program for this building with U. T. Maintenance Department				X		X	
Prepare final commissioning report				X			X
Construction Observation		X	X	X		X	X
Pre-final and final inspection	X	X	X	X	X	X	

Documentation of Design Criteria and Assumptions for Consultants

General Construction Areas

Occupancy, usage, and schedule assumptions, all seasons.
Building envelope assumptions and calculations.
Floor load assumptions.

Vibration assumptions and calculations.
Noise criteria and acoustic assumptions and calculations.
Fire and life safety considerations.
Fire zoning rationale.
Life safety operation modes and sequences.

Mechanical Areas

State Energy Code Compliance
Indoor and outdoor design conditions, all seasons.
Indoor “heat to” temperatures, general and specific.
Indoor “cool to” temperatures, general and specific.
Indoor humidity, general and specific.
Air quality criteria.
Air distribution zoning rationale.
Ventilation requirements and calculations.
Heating and cooling load calculations.
Energy conservation intentions and calculations.
Occupied and unoccupied operating modes, all seasons.
Life safety operating modes.
For individuals systems, sequences of operation, set points, and dead-bands.
For interactive systems, sequences of operations.
Equipment sizing criteria and calculations.
U-Value Calculations on Various Exposures

Electrical Areas

State Energy Code Compliance
Lighting requirements and calculations.
Fire and life safety considerations.
Fire alarm zoning rationale.
Equipment load assumptions and calculations.
Occupied and unoccupied operating modes, all seasons.
Life safety operating modes.
For interactive systems, sequences of operations.
Equipment sizing criteria and calculations.

Documentation of design criteria shall occur after consultants and Owner have completely agreed upon all system operating philosophies. Documentation shall include one-line diagrams depicting operations at various design conditions; including fluid flow rates, temperatures and pressures as necessary to comprehend intended operation.

In arriving at this level of documentation, members of the consulting team shall meet with Owner to fully brainstorm the functional operation of all systems and the building as a whole. This activity must try to anticipate not only normal operation but also predictable extremes in order to assure the design concept and intended equipment will meet all functional requirements.

Publish functional and technical programs, amendments thereto, design criteria assumptions, design intent, et al, in an appropriately bound (three ring binders with sequential numbered and dated pages) document for retention by the Owner for use by others as future alterations and revisions are imposed upon the original facility.

Contract Document and Bidding Phase Requirements for Consultants

The *Guide Specifications* which shall be included in the contract specifications as appropriate to the specifics of the project will be provided later. Generally, not all of the sections are all applicable to all projects; so various sections would be omitted accordingly.

Include with the contract documents (on the drawings; NOT in the specifications) all one-line diagrams and sequence of operations discussions necessary to fully identify how all systems are intended to operate during all design conditions.

Specify Contractor participation requirements for equipment and system testing before and during commissioning. See *Guide Specifications.*

Specify prime Contractor responsibilities during commissioning regarding coordination of prime and subcontractor responsibilities in response to requirements of the Commissioning Agent engaged by the Owner. See *Guide Specifications*.

Specify Contractor requirements for the O&M manual, the definition of substantial completion, and requirements for final acceptance.

Specify contract requirements for training of operations and maintenance staff; both on site and at special schools, as necessary.

When the bidding phase has been completed, publish all amendments to the functional and technical programs, design criteria, and design intent which have evolved during the contract document and bidding phases and include with the documentation published at the end of the design development phase.

Contract Document Phase Requirements for Owner

The Owner will solicit and select the Commissioning Agent. This may be done during the design document phase so that the Commissioning Agent can ensure that design documentation and contract documents include all information and requirements necessary for the commissioning process. In some cases the Owner's staff will review commissioning issues and delay hiring of a Commissioning Agent until the construction phase.

Construction Phase Requirements for Contractors

The Contractor shall pretest (without commissioning agent witnessing) and then formally test, in the presence of the commissioning agent and Owner, all equipment provided to verify that each component can meet the operating levels indicated on the nameplate or related performance documents. Similarly, a variety of piping and ductwork pressure and leakage tests are required by codes or the contract specifications. Contractor responsibilities shall include:

Obtaining manufacturer's equipment start-up procedures.
Developing the start-up, testing and commissioning plan.
Submitting the start-up, testing and commissioning plan for review and acceptance.
Scheduling testing and commissioning; integrate into construction schedule.
Developing the O&M manual.

The Contractor shall arrange and pay all costs for training of operations and maintenance staff; both on site and at special schools, as specified.

Upon completion of commissioning, and approval by the Owner, the Contractor shall develop a comprehensive commissioning document; confirming and/or assisting the consultants with revising one-line diagrams, set

points, sequences of operation, et al. This document shall match the O&M manuals. Three copies shall be delivered to the Owner. Together, they will be lifetime operations reference for the facility.

Commissioning Agent Requirements

The Commissioning Agent (if engaged during design phases) shall assist the Owner during the contract document and bidding phases by reviewing the work of the consultants to assure that documentation requirements are being fully met as required.

The Commissioning Agent shall review the contract documents to assure that documents arrangement is in accordance with requirements indicated in the Owner's Project Delivery Guideline Document Requirements. The mechanical and electrical consultants are required to group, within each discipline drawing set, all one-line type systems operation diagram and equipment and apparatus schedules and tables onto special drawing sheets designed only for such information. The tabulations are to follow the format guidelines included in *Owner's Technical Specifications* which not only presents the design and equipment size data but also provides space to record operational and set-up data after commissioning has been completed. (As new tabular requirements emerge, the Owner will develop and publish format preferences accordingly.)

The Commissioning Agent shall review and approve the equipment testing and system commissioning plan and schedule; which will also be reviewed with the Owner.

Consultant Requirements During Commissioning

The Consultant and subconsultants may be required to assist the Commissioning Agent during the Commissioning process. It is assumed that if the contract documents are complete and self-explanatory, Consultant and subconsultant participation in the commissioning process will be minimal. Conversely, if the contract documents are weak, Consultant and subconsultant participation will increase. Well prepared contract documents are to everybody's advantage. The prime Consultant will be required to coordinate the participation of all sub-consultants; which must occur as required and scheduled by the Commissioning Agent.

Scheduling Commissioning

Integrating commissioning into the construction schedule is critical to the success of the project. The Contractor must be required to include specific commissioning activities throughout the entire construction period, starting as soon as equipment and components can be made available for commissioning. Doing so facilitates the Contractor's and subcontractors' awareness of inter-related sub-completion requirements which otherwise are often overlooked. Not only must such comprehensive schedules be prepared but they must be reviewed and updated weekly to ensure that all affected parties are maintaining appropriate progress.

Test Procedures

The second most critical requirement for the prime and sub Contractors is development of the comprehensive test procedures for equipment and systems based on the operating criteria, test parameters, and acceptable results required. Many Contractors have not had experience in this area. That is why the preference is to require a test engineer—someone who specializes (or has had experience) in development of test procedures.

As the Owner gains commissioning experience, it will develop a library of test procedures for the range of equipment and systems it has commissioned. To a degree, there is a somewhat generic quality regarding test procedures for common equipment and systems. However, in every instance, such procedures must be carefully reviewed and adapted to the unique characteristics and design conditions of the project and its equipment.

The Owner will make all of this material available to consultants and Contractors for reference during design and construction. Doing so will help to reduce the time required for such development for the specific project,

develop more consistent testing/commissioning among projects, and gradually improve the quality of the testing/commissioning program.

Summary

Commissioning is a detail and discipline intensive program. On the surface, it would appear to generate extra cost for the project. However, feedback from successful (properly developed during design and construction) commissioning projects indicates that rigorous scheduling of construction activities, testing and correcting deficiencies during the course of construction, and maintaining a tight, thoroughly committed, integrated construction/commissioning schedule will not increase costs, and quite likely may decrease costs (for those Contractors who take the program seriously and manage their projects accordingly)

EXHIBIT J
ADDITIONAL SERVICES PROPOSAL FORM

Date:_____

Additional Services Proposal No._____

Name of A/E firm:

_____
_____
_____
_____
_____

Re: (project name and number)

Refer to the Agreement dated _____, 20__ between _____ ("Owner") and the undersigned ("Project Architect") as amended to the date hereof (such agreement as so modified and amended being hereafter called the "Agreement") pursuant to which Project Architect is to perform certain services. The terms which are defined in the Agreement shall have the same meanings when used in this letter. The fee for these requested additional services are in lieu of any other fee adjustment based on an increase to the CCL as related to these services.

1. Owner has requested the performance of the services described below which Project Architect deems to be Additional Services. Refer to "Attachment A" for complete breakdown.

   (Detailed description of Services. Use attachment only for additional description)

2. The services are fully described in the following documents: (list sheet #'s and spec sections)

3. Project Architect agrees to perform the Additional Services described above subject to and in accordance with the terms and provisions of the Agreement

a.) for a *lump sum fee* which will be determined in accordance with the Agreement in an amount of: _____ Dollars ($_____)

OR

b.) an *hourly amount* in accordance with the Agreement, not to exceed _____ Dollars ($_____)

and for reimbursement of expenses in accordance with the Agreement incurred solely in connection with the performance of such Additional Services, but which reimbursement for expenses will not exceed _____ Dollars ($_____).

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

Accepted by:

[PROJECT ARCHITECT]
By:_____
Name:_____
Title:_____

Current Fee Summary

ORIGINAL MAXIMUM CONTRACT SUM:	$_____
Previous Additional Services Additions:	$_____
Previous Additional Services Deductions:	$_____
NET BALANCE Fee:	$_____
THIS Addition / Deduction:	$_____
ADJUSTED MAXIMUM CONTRACT SUM:	$_____

Funding Source: _____ (PM to complete this line)

Accepted this _____ day of _____, 20 _. Project Architect is authorized to commence performance of the Additional Services on _____, 20 _

OWNER (Project Manger)
By:_____
Name:_____
Title:_____

Project Manager confirms:
HUB opportunities are probable: (check one below)
NO _____
YES _____
(if yes HUB coordinator signature required below)

HUB Coordinator _____
Date _____

And

OWNER (Sr. Project Manger or ADPM)
By:_____
Name:_____
Title:_____

Reviewed as to form:
By: Contract Manager _____

EXHIBIT K

ADJUSTMENT TO BASIC SERVICES COMPENSATION

Date: _____
Project Name: _____
Campus: _____
Project No: _____

Date of Agreement: _____

To: (state name and address of Architect)
_____
_____
_____
Attn: _____

In accordance with the provisions of the Agreement, the Owner hereby amends the Basis of Compensation as described in Article 14.5.

The original basis for compensation shall be amended for the following reasons:

(PM describe here deviations resulting from peculiarities encountered in design or other factors altering project scope – see Art. 2.11)

The Basic Services shall be amended as follows. Refer to the interpolation schedule established in Article 14.5.

ORIGINAL CCL: $_____
ORIGINAL FEE PERCENTAGE: _____%
ORIGINAL BASIC SERVICES FEE: $_____
(as described in Art. 14.4)

ADJUSTED CCL: $_____
FEE PERCENTAGE: _____%
ADJUSTED BASIC SERVICES AMOUNT $_____

OWNER:
By: _____
Name: _____
Title: _____
Date: _____

xc: PM, Accounting, ADPM, Campus Representative, Central file

EXHIBIT L

Project Scope Summary Questionnaire Form

Owner requires that the architect of record for each project complete this summary based on the original contract documents in order to facilitate the development of Owner's construction cost database. The database will assist future reports, estimates and presentations to the Texas Higher Education Coordinating Board and R.S. Means. Please note, not all items will have an exact answer, nor will every assembly total 100%. Please provide a response, based on your best interpretations of the contract documents, to **ALL** items listed. If you have questions concerning the assemblies identified, please contact a Project Controls Specialist - Cost at (512) 499-4600.

Project No. & Title _____ - _____ _____

Project Stage Title _____

	New	Renovated
Gross Square Feet (Not including basement)	_____	_____
Assignable Square Feet (Not including basement)	_____	_____

Number of Rooms	_____	
Number of Stories At Grade & Above	_____	
Average Story Height At Grade & Above (ft)	_____	
Number of Basement Levels & Gross Square Feet	_____	
Building Perimeter (Lft.)*	_____	
Type of Foundation *	_____	
Primary Superstructure System *	_____	
Primary Exterior Closure & Percent *	_____	____
Secondary	_____	____
Percentage of Exterior Glass / Glazing	_____	
Primary Roofing System *	_____	
Primary Interior Partition Construction & Percent *	_____	____
Secondary *	_____	____
Number of Doors (A pair of doors equals two doors)	_____	
Primary Interior Flooring & Percent *	_____	____
Secondary *	_____	____
Primary Interior Ceiling Construction & Percent *	_____	____
Secondary *	_____	____
Type of Conveying System & Number of Units *	_____	
Number of Plumbing Fixtures Installed	_____	
Building HVAC CFM Requirements	_____	

* Refer to Page 2 for definitions & lists.

Project Scope Summary Instructions, Definitions & Lists - EXHIBIT L cont.

Please use the definitions and lists below to complete the questions on the Exhibit L. If a project does not have an assembly (i.e.: basement) then insert "None" into the appropriate blank. If a project has an existing assembly that is modified or repaired then insert "Modify" or "Repair", however, if a project scope does not modify or repair an existing assembly then insert "Existing" into the appropriate blank.

Gross Square Foot: The total floor space in a building (not including the basement) from the exterior skin at grade and above.

Assignable Square Foot: The net floor space in a building (not including the basement) measured from the inside surface of exterior walls and excluding interior walls and partitions, mechanical equipment rooms, lavatories, janitorial closets, elevators, stairways, major circulation corridors, aisles and elevator lobbies.

Building Perimeter: The total length measured (linear feet) around the building enclosure at, or near, the ground floor.

Building Types as Reported to THECB by Assignable Square Feet

070 - Unfinished Area	110 - Classroom	210 - Class Laboratory
220 - Special Class Laboratory	230 - Individual Study Laboratory	250 - Non-Class Laboratory (R&D)
310 - Office	350 - Conference Room	410 - Reading/Study Room (Small)
420 - Stack (Large Library)	430 - Open-Stack Reading Room	440 - Processing Room
520 - Athletic/Physical Education	523 - Athletic/Facilities Spectating	530 - Audio/Visual, Radio, TV Facilities
540 - Clinic (Examination Rooms)	550 - Demonstration Facilities	610 - Assembly/Theater
620 - Exhibition (Museum)	630 - Food Facilities (Cafeteria)	650 - Lounge
660 - Merchandising Facilities (Retail)	670 - Recreation	680 - Meeting Room (Non-Class/Office)
720 - Shop (Repair & Maintenance)	730 - Storage	740 - Vehicle Storage Facility
810 - Patient Bedroom	820 - Patient Bath	830 - Nurses Station
840 - Surgery	850 - Health Care Treatment	860 - Health Care Laboratory
870 - Health Care Supplies	880 - Health Care Public Waiting	895 - Health Care Service
910 - Sleep/Study w/out Toilet/Bath	920 - Sleep Study w/ Toilet/Bath	950 - Apartment

Foundation

Cast-in-Place Concrete Walls	Grade Beam / Slab on Grade	Grade Beam / SOG - Post Tension
Spread Footings	Piers / Piles / Caissons	

Superstructure

Bearing Walls	Concrete Foundation w/ Steel Frame	Precast Concrete
Reinforced Concrete / Post Tension	Tilt-Up Concrete Panels	Wood

Exterior Closure

Aluminum Siding w/ Metal or Wood Stud Back-up		Decorative Concrete Block
Double Glazed Plate Glass Panel	Dryvit / EIFS	Exposed Precast Concrete Panels
Exposed Cast-in-Place Concrete	Face Brick w/ CMU Back-up	Face Brick w/ Metal Stud Back-up
Galvanized Steel Siding	Glass & Metal Curtain Wall	Natural Stone w/ CMU Back-up
Modified 3" Precast Panel w/ 6" Metal Stud Back-up		Natural Stone w/ Metal Stud Back-up
Painted Concrete Block	Plaster on w/ Metal or Wood Stud Back-up	Porcelain Tile w/ Metal stud Back-up
Stucco on CMU Back-up	Tilt-up Concrete Panels	Wood Siding w/ Wood Stud Back-up

Roofing System

Built-up	Clay Tile	Cold Applied
Elastomeric / Single-ply Membrane	Modified Bitumen	Pre-formed Metal
Prepared Roll	Shingle (Asphalt / Wood)	

Interior Partition Construction (not including basement)

CMU	Painted CMU	Painted Drywall w/ Metal Stud
Painted Drywall w/ Wood Stud	Wallpapered Drywall w/ Metal Stud	Wallpapered Drywall w/ Wood Stud

Interior Flooring (not including basement)

Ardex / Concrete Topping	Carpet (Glued or Padded)	Ceramic / Porcelain Tile
Exposed / Sealed Concrete	Granite / Marble	Limestone
Painted Concrete	Seamless Epoxy	Terrazzo
VCT	Vinyl	Wood

Interior Ceiling Construction (not including basement)

Acoustical Lay-in	Acoustical Drop Panel	Drywall
Exposed Concrete / Metal Decking	Exposed Painted Concrete / Decking	Plaster
Sprayed-on Exposed Concrete	Wood	

Conveying System

Hydraulic Elevators	Geared Traction Elevator	Escalator

EXHIBIT M

RIDER 105, CONTRACTOR'S AFFIRMATIONS AND WARRANTEIS

RIDER 105
CONTRACTOR'S AFFIRMATIONS AND WARRANTIES

By signing the Agreement, or accepting the Purchase Order, to which this Rider is attached Contractor affirms, certifies, and warrants that the information set forth in this Rider is current, complete, and accurate. Contractor agrees that in the event Contractor makes a false statement by affirming, certifying, or warranting the information set forth in this Rider, MD Anderson may, at its option, terminate the Agreement/Purchase Order to which this Rider is attached without further liability, and Contractor shall be removed from all MD Anderson bid lists.

Contractor agrees to notify MD Anderson in writing within thirty (30) days of any changes in the affirmations, certifications, and warranties made by Contractor under this Rider.

1. By signing the Agreement, or accepting the Purchase Order, Contractor affirms, certifies, and warrants that it has neither given, offered to give, and has no intention to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this Agreement/Purchase Order.

2. By signing the Agreement, or accepting the Purchase Order, Contractor affirms, certifies, and warrants that neither Contractor nor the firm, corporation, partnership or institution represented by Contractor, or anyone acting for such firm, corporation, or institution, has violated the antitrust laws of the State of Texas, codified in Section 15.01, et. seq. *Texas Business and Commerce Code*, or the federal antitrust laws, nor communicated directly or indirectly Contractor's bid or proposal made to MD Anderson to any competitor or any other person engaged in such line of business. By signing the Agreement, Contractor affirms, certifies, and warrants that it has not received compensation for participation in the preparation of the specifications for this Agreement or of the request for proposal–on which this Agreement is based. (Reference Section 2155.004, *Texas Government Code*.)

3. By signing the Agreement, or accepting the Purchase Order, Contractor affirms, certifies, and warrants that it is not suspended, debarred, or listed in the U.S. General Services Administration's List of Parties Excluded From Federal Procurement or Non-Procurement Programs, or excluded from award by the United States Office of the Inspector General ("OIG") regarding Medicare, Medicaid, or other federal programs. Contractor further acknowledges that MD Anderson is prohibited by federal regulations from allowing any employee, subcontractor or agent of Contractor to work on site at MD Anderson's premises or facilities if that individual is not eligible to work on federal healthcare programs such as Medicare, Medicaid, or other similar federal programs. Therefore, Contractor affirms, certifies, and warrants that it shall not assign any employee, subcontractor or agent that appears on the List of Excluded Individuals/Entities issued by the OIG to work on site at MD Anderson's premises or facilities. Contractor affirms, certifies, and warrants that it shall perform an OIG sanctions check quarterly on each of its employees, subcontractors and agents during the time such employees, subcontractors and agents are assigned to work on site at MD Anderson's premises or facilities. Contractor acknowledges that MD Anderson will require immediate removal of any employee, subcontractor or agent of Contractor assigned to work at MD Anderson's premises or facilities if such employee, subcontractor or agent is found to be on the OIG's List of Excluded Individuals/Entities. The OIG's List of Excluded Individuals/Entities may be accessed through the following Internet website: http://oig.hhs.gov/fraud/exclusions/listofexcluded.html.

4. By signing hereon Contractor certifies it qualifies status in one of the below as defined by the State of Texas.

   4.1 Contractor, **is a Small Business** (as defined by Chapter 2155 of the Texas Government Code), and claims the following status:

_____ (100) Small Business, Non-HUB
_____ (100N) Disabled Person, Small Business
_____ (141) Black American, Male, Small Business
_____ (142) Black American, Female, Small Business
_____ (151) Hispanic American, Male, Small Business
_____ (152) Hispanic American, Female, Small Business
_____ (160) Non-minority, Female, Small Business
_____ (171) Asian Pacific American, Male, Small Business
_____ (172) Asian Pacific American, Female, Small Business
_____ (181) Native American, Male, Small Business
_____ (182) Native American, Female, Small Business

   4.2 Contractor, **is <u>not</u> a Small Business** as defined above and claims the following status:

_____ (900N) Disabled Person
_____ (941) Black American, Male
_____ (942) Black American, Female
_____ (951) Hispanic American, Male
_____ (952) Hispanic American, Female
_____ (960) Non-minority, Female
_____ (971) Asian Pacific American, Male
_____ (972) Asian Pacific American, Female
_____ (981) Native American, Male
_____ (982) Native American, Female
_____ (900) None of the above

RIDER 105
CONTRACTOR'S AFFIRMATIONS AND WARRANTIES

4.3 Contractor is to indicate below if they are /are not certified by the Texas Procurement and Support Services Division of the Texas Comptroller's Office as a Historically Underutilized Business.

_____ **YES**, Contractor is certified by the Texas Procurement and Support Services Division of the Texas Comptroller's Office.
_____ **NO**, Contractor is not certified by the Texas Procurement and Support Services Division of the Texas Comptroller's Office.

4.4 Contractor is:

_____ A Non-Resident Contractor (e.g., does not maintain a permanently staffed full time office in Texas).
_____ A Resident Contractor (e.g., does maintain a permanently staffed full time office in Texas).
_____ Anticipating the use of Texas Non-Resident firms as sub-contractors and will provide information of such contracts, when requested.
_____ Not anticipating the use of Texas Non-Resident firms as sub-contractors.

5. By signing the Agreement, or accepting the Purchase Order, Contractor affirms, certifies, and warrants that it will comply with all specifications, requirements, terms, and conditions set forth in this Agreement/Purchase Order and on any rider or attachments to the Agreement/Purchase Order. Contractor affirms, certifies, and warrants that the products or services Contractor provides under this Agreement/Purchase Order will meet or exceed the specifications set forth in this Agreement/Purchase Order.

6. By signing the Agreement, or accepting the Purchase Order, Contractor affirms, certifies, and warrants that all statements and information prepared and submitted under this Agreement/Purchase Order (including all information submitted by Contractor in response to or to verify the affirmations, certifications, and warranties set forth in this Rider) are current, complete, and accurate.

7. If Contractor is a franchise, then

(a) Contractor affirms, certifies, and warrants that it shall maintain such franchise in full force and effect at all times during the existence of this Agreement/Purchase Order, and

(b) Contractor shall provide MD Anderson with all data that MD Anderson, in its sole discretion, deems necessary to identify Contractor's franchise, the date on which Contractor's franchise will expire, and to certify that Contractor's franchise remains in good standing at all times during the existence of the Agreement/Purchase Order.

8. By signing the Agreement, or accepting the Purchase Order, Contractor affirms, certifies, and warrants that (1) no relationship (whether by blood, marriage, business association, capital funding agreement or by any other kinship or connection) exists between Contractor and an employee of MD Anderson, and (2) Contractor has not been an employee of MD Anderson within the twelve (12) month period immediately prior to the date of this Agreement/Purchase Order, or (3) in the event such a relationship does exist, full written disclosure of the relationship has been made by Contractor to MD Anderson prior the execution of this Agreement, or acceptance of Purchase Order. Contractor understands that all such disclosures will be subject to administrative review, and approval by MD Anderson prior to MD Anderson's execution of this Agreement/Purchase Order.

9. By signing the Agreement, or accepting the Purchase Order, Contractor affirms, certifies, and warrants that: (1) Contractor is not a party to any agreement with MD Anderson whereby it has licensed from MD Anderson any technology, invention, or other intellectual property that relates to or is used with any goods or services being acquired by MD Anderson hereunder; and (2) as a result of the sale to MD Anderson of the goods or services hereunder, Contractor will not owe, directly or indirectly, any royalties, fees, or other consideration of any kind to MD Anderson or any employee of MD Anderson under the terms of any license agreement with MD Anderson. Contractor will advise MD Anderson in writing of any change in status with respect to the foregoing items (1)-(2), by sending written notice within ten (10) days of such status change to: Legal Services, Unit 537, The University of Texas MD Anderson Cancer Center, P.O. Box 301439, Houston TX 77230-1439, ATTENTION: Chief Legal Officer.

RIDER 105
CONTRACTOR'S AFFIRMATIONS AND WARRANTIES

10. OSHA COMPLIANCE

By signing the Agreement, or accepting the Purchase Order, Contractor affirms, certifies, and warrants that all goods and services furnished under this Agreement/Purchase Order will meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-596) and its regulations in effect as of the date on which the goods or services are furnished.

11. AFFIRMATIVE ACTION COMPLIANCE

In addition to the Contractor's affirmation, certification, and warranty under Section 10 of this Rider, if this Agreement exceeds $50,000.00 in value Contractor, shall provide a copy of its written Civil Rights "Affirmative Action Compliance Program" which shall be incorporated into Exhibit A to this Rider. If Contractor is NOT required to have such a written Civil Rights "Affirmative Action Compliance Program", Contractor must state the reasons why it is not required to have such a written program in Exhibit A to this Rider.

CONTRACTOR NAME	DATE
BY (ORIGINAL SIGNATURE)	COMPTROLLER I.D. NO., FEI NO. or SSN
TYPED NAME & TITLE	TELEPHONE NUMBER

CORPORATE CONTRACTORS SHALL FURNISH THE FOLLOWING INFORMATION:

WHERE INCORPORATED	CHARTER NUMBER
SOLE OWNER'S SOCIAL SECURITY NUMBER	

EXHIBIT A

Civil Rights "Affirmative Action Compliance Program"

EXHIBIT N

RIDER 106, PREMISES RULES

RIDER 106
PREMISES RULES

If this Agreement requires Contractor's presence on MD Anderson's premises, buildings, grounds, facilities, or campus, whether owned, leased or otherwise controlled by MD Anderson (collectively, "MD Anderson's campus"), Contractor represents and warrants that it will ensure that its representatives, agents, employees, and permitted subcontractors are aware of, fully informed about and in full compliance with Contractor's obligations under the following rules:

A. Contractor (and its representatives, agents, employees and permitted subcontractors) will comply with all applicable MD Anderson rules and policies, including, without limitation, those related to environmental quality, safety, fire prevention, noise, information security, and architectural barriers issued by MD Anderson's Department of Environmental Health and Safety, (713) 792-2888, and those that restrict the use of alcohol on MD Anderson's campus.

B. MD Anderson is a smoke-free institution. Smoking, or use of smokeless tobaccos, is prohibited throughout MD Anderson's campus.

C. Contractor will have the right to access only those areas in MD Anderson's campus that are public areas or areas that it is necessary for Contractor to access in order to provide the products and perform the services under this Agreement. Cellular telephones and two-way radios are prohibited in some areas of MD Anderson's campus and Contractor affirms, certifies, and warrants that its representatives, agents, employees, and permitted subcontractors will abide by such prohibitions.

D. It is the policy of MD Anderson to maintain a safe environment free from violence on MD Anderson's campus. Any direct or indirect threats or acts of violent behavior are prohibited. Violence includes, but is not limited to, intimidating, threatening, or hostile behavior; physical or verbal abuse; harassment, stalking, vandalism, arson, sabotage, use of weapons, possession of weapons on institutional property, the threat of any of the above, or any other act inconsistent with MD Anderson's campus violence policy. Intentionally bringing a prohibited weapon including a licensed, concealed handgun on MD Anderson's campus is a violation of MD Anderson's campus violence policy. Furthermore, any violation of a law prohibiting violence and violent behavior (including, but not limited to, the violation of Section 37.125 of the Texas Education Code or of Section 46.03 of the Texas Penal Code) also constitutes a violation of MD Anderson's campus violence policy. Violators of MD Anderson's campus violence policy or of any law prohibiting violence or violent behavior may be removed from or refused further access to MD Anderson's campus. Contractor represents and warrants that Contractor and all of its representatives, agents, employees, and permitted subcontractors will comply with MD Anderson's campus violence policy and all laws prohibiting violence and violent behavior. MD Anderson reserves the right to pursue criminal or civil actions against violators of MD Anderson's campus violence policy or of any law prohibiting violence and violent behavior. Contractor will remove from the performance of any work under this Agreement any Contractor representative, agent, employee, or permitted subcontractor that MD Anderson, in its sole discretion, finds has violated MD Anderson's campus violence policy or any law prohibiting violence and violent behavior.

E. Contractor will ensure all personnel sent to work at MD Anderson's campus that have direct patient care/contact under this Agreement will be able to show proof of a tuberculosis screening having been completed within ninety (90) calendar days prior to starting work at MD Anderson's campus and every two years thereafter. Contractor will also be able to show proof that these same personnel do not have active tuberculosis. The results of the screening will be made available to MD Anderson upon request. Contractors with direct patient care/contact will also inform MD Anderson whether any of its onsite personnel have had, been exposed to, or been vaccinated against chicken pox. This paragraph does not apply to contractors deemed by MD Anderson to not have direct patient care/contact.

F. Contractor will be solely responsible for ensuring that all of its agents, employees, personnel, permitted subcontractors, or representatives abide by the provisions set forth in this Rider 106.

G. The University of Texas Police Department ("UTPD") & Security Equipment:

The UTPD is the law enforcement agency of record for all property and premises owned, leased, or otherwise under the control of MD Anderson. The UTPD will be notified in matters relating to the following:

1. Reporting of criminal incidents, including those occurring to or involving Contractor property and personnel if the incident occurs on MD Anderson campus;
2. The investigation of crimes, including those involving Contractor's property and personnel, if the incident occurs on MD Anderson campus; and
3. Reporting of security problems.

H. Contractor will not retain the services of outside guard or law enforcement services in connection with work on MD Anderson's campus without the specific prior written approval of the Chief of the UTPD.

I. Contractor will not install or operate any system intended to electronically control access and/or detect and report intrusion, hold-up or duress on any MD Anderson property, any MD Anderson leased premises or any premises otherwise under the control of MD Anderson. Where such systems are required due to the nature of the Contractor's operation, the UTPD will be responsible for approval, design and installation. Once approved by UTPD, the system's cost will be Contractor's responsibility.

J. Installation by Contractor of any security system is subject to the review and approval of UTPD. If Contractor desires to install an electronic security system in accordance with the terms of this Agreement, Contractor will contact the UTPD - Crime Prevention Component of UTPD at (713) 792-2890 and request that UTPD establish design criteria for the application. Contractor will provide written evidence of the estimated cost of the electronic security system to the Technical Services Component of UTPD located at 7777 Knight Road and, if the electronic security system is approved by UTPD, the Technical Services Component of UTPD will coordinate the installation of the approved system. Upon written approval of the UTPD Chief, Contractor may use a commercial installation company to install the electronic security system under the coordination of the UTPD.

K. All security related systems must be monitored and controlled by the UTPD and UTPD must be the primary monitoring station. If Contractor utilizes the services of a commercial alarm company or a proprietary alarm monitoring station, the system may report to such location after first transmitting the alarm to the UTPD.

L. Contractor is responsible for the performance of the persons Contractor assigns to provide services for MD Anderson on MD Anderson's campus. Contractor will not knowingly assign individuals to provide services on MD Anderson's campus who have a history of violent, unacceptable, or grossly negligent behavior or who have a felony conviction. Prior to supplying labor services under this Agreement, MD Anderson may require Contractor to provide a list identifying the individuals that may be assigned to MD Anderson along with a letter signed by an appropriate officer of Contractor that affirms compliance with this Rider. Contractor will revise such letter each time there is a change in Contractor's personnel assigned to MD Anderson's campus, but in any case, annually on the anniversary date of this Agreement.

M. Contractor will ensure that all individuals assigned by Contractor to perform services on MD Anderson's campus will display in plain view a photo identification badge provided by MD Anderson while on MD Anderson's campus.

N. Contractor will retain resumes of all Contractor's employees assigned to this project. Contractor will ensure the proper maintenance of these documents for a minimum of one (1) year after contract completion. Contractor will maintain all documentation, including the results of any background checks, during the term of this Agreement.

O. MD Anderson will have the right to reject any individual(s) that Contractor offers to assign to MD Anderson's account for any reason. In addition, if Contractor and/or its personnel fail to abide by these Premises Rules, MD Anderson will have the right to deny Contractor and its personnel access to MD Anderson's campus.

P. MD Anderson will not be obligated to pay for labor hours supplied by any individual(s) upon whom a background check and records check is not completed or who fails to meet the standards described in this Rider.

EXHIBIT O

RIDER 107, TRAVEL POLICY

Rider 107
TRAVEL POLICY

All travel and expense costs will be calculated as follows:

1. Vendor must use regular coach (state rate or corporate rate, whichever is lower) air transportation for travel in excess of 200 miles, unless otherwise agreed by MD Anderson. In order to maximize discounted airfares, Vendor, with the cooperation of MD Anderson, will schedule on-site visits far enough in advance to take advantage of most advance-purchase offers. In the event meetings or on-site visits are cancelled by MD Anderson, the Vendor may charge for any advance-purchase cancellation penalties imposed by the airline.

2. Corporate or state, whichever is lower, rate discounts will be used for hotel accommodations.

3. Maximum billable amount per person per day for meals will be $36.00. Departing from MD Anderson prior to 12:01 p.m. negates any billing for meals for that day. Meal expenses are reimbursable for vendors who travel 50 miles or more, and stay overnight.

4. Rental cars will be the least expensive, air-conditioned, automatic transmission, mid-size car available to the vendor under corporate rate programs. Full coverage collision insurance may be used for rental cars, but personal protection plans will not be reimbursed.

5. Ground transportation, parking costs and tolls may be invoiced at cost.

6. Personal automobile mileage charges will be computed based upon actual miles to and from the appropriate office to and from the client facility. Mileage charges will be invoiced at the standard mileage rate recognized by the State of Texas at the time of invoicing.

7. Miscellaneous expenses (i.e., tips, transfers, etc.) will be invoiced at not-to-exceed $5.00 per person per day, if deemed reasonable.

All travel or miscellaneous expenses must receive prior written approval by the Project Coordinator. Vendor will <u>not</u> be reimbursed for expenses which do not receive this prior written approval.

All travel or miscellaneous expenses must be submitted with an original receipt. All approved expenses will be reimbursed at "actual cost" only. Vendor will <u>not</u> be reimbursed for expenses which are not accompanied by original receipts.

EXHIBIT P

RIDER 117, COMPLIANCE WITH INSTITUTIONAL POLICIES

THE UNIVERSITY OF TEXAS
MD Anderson Cancer Center

RIDER 117
Institutional Policies

In accordance with the education requirements set forth in Section 6032 of the Deficit Reduction Act of 2005 (Act), The University of Texas MD Anderson Cancer Center has implemented the following policies, copies of which are enclosed and are hereby incorporated into this agreement **506-21-___**.

1. Fraud, Waste, and Abuse Policy (UTMDACC Institutional Policy # ADM0157)
2. Hospital Compliance Plan (UTMDACC Institutional Policy # ADM0154)
3. Non-Retaliation Policy (UTMDACC Institutional Policy # ADM0254)

These policies and any updates and amendments to such policies are available via Terms and Conditions.

EXHIBIT Q

DESIGN GUIDELINES

EXHIBIT R

EXECUTION OF OFFER

EXHIBIT S

ARCHITECT / ENGINEER FEE SCHEDULE

THE UNIVERSITY OF TEXAS SYSTEM
OFFICE OF FACILITIES PLANNING AND CONSTRUCTION

ARCHITECT/ENGINEER FEE SCHEDULE

DECEMBER 1987

Construction Cost of Project		Dormitories Garages Warehouses	Classrooms Offices Other Buildings	Health Research Special Education
Over	$15,000,000	5.0%	5.5%	6.0%
Over	10,000,000	5.5%	6.0%	6.5%
Over	1,000,000	6.0%	6.5%	7.0%
Up to	200,000	7.0%	7.5%	8.0%

Remodeling and Renovation

Over	$5,000,000	7.0%	7.5%	8.0%
Over	1,000,000	8.0%	8.5%	9.0%
Up to	200,000	9.0%	9.5%	10.0%

NOTE: WHEN CONSTRUCTION COST FALLS BETWEEN THE TABULAR LIMITS, THE RATE WILL BE DETERMINED BY DIRECT INTERPOLATION.

EXHIBIT T

TAX EXEMPTION CERTIFICATION

Comptroller of Public Accounts FORM 01-339 (Back) (Rev.7-10/7)

Texas Sales and Use Tax Exemption Certification

This certificate does not require a number to be valid.

Name of purchaser, firm or agency	
The University of Texas M.D. Anderson Cancer Center	
Address *(Street & number, P.O. Box or Route number)*	Phone *(Area code and number)*
1515 Holcombe Blvd, Unit 0186	**(713) 745-6873**
City, State, ZIP code	
Houston, TX 77030	

I, the purchaser named above, claim an exemption from payment of sales and use taxes (for the purchase of taxable items described below or on the attached order or invoice) from:

Seller: _____

Street address: _____ City, State, ZIP code: _____

Description of items to be purchased or on the attached order or invoice:

Purchaser claims this exemption for the following reason:

EXEMPT UNDER SUBCHAPTER H. SEC. 151.309 GOVERNMENTAL ENTITIES.
PURCHASER IS AN AGENCY OF THE STATE OF TEXAS.
FEDERAL I.D. 74-6001118; TEXAS TAXPAYER I.D. 35065065068

I understand that I will be liable for payment of all state and local sales or use taxes which may become due for failure to comply with the provisions of the Tax Code and/or all applicable law.

I understand that it is a criminal offense to give an exemption certificate to the seller for taxable items that I know, at the time of purchase, will be used in a manner other than that expressed in this certificate, and depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.

Purchaser	Title	Date
sign here ▶	VP and Chief Financial Officer	2/2/2011

NOTE: This certificate cannot be issued for the purchase, lease, or rental of a motor vehicle.

THIS CERTIFICATE DOES NOT REQUIRE A NUMBER TO BE VALID.

Sales and Use Tax "Exemption Numbers" or "Tax Exempt" Numbers do not exist.

This certificate should be furnished to the supplier. Do **not** send the completed certificate to the Comptroller of Public Accounts.