

REQUEST FOR QUALIFICATIONS FOR
ARCHITECT/ENGINEER PROFESSIONAL SERVICES

UNIVERSITY OF TEXAS SOUTHWESTERN MEDICAL
CENTER AT DALLAS
ZALE LIPSHY INTRA-OPERATIVE 3T MRI
RFQ No.: 729-09-5

OCTOBER 21, 2008



Prepared By:
Ronald W. Perdue
The University of Texas
Southwestern Medical Center at Dallas
5323 Harry Hines Blvd.
Dallas, Texas 75390-9099

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SECTION 1 – GENERAL INFORMATION & REQUIREMENTS

- 1.1 **GENERAL INFORMATION:** The University of Texas System (“Owner”) and the University of Texas Southwestern Medical Center at Dallas (“Institution”) are soliciting statements of qualifications (“Qualifications”) for selection of an Architect/Engineer firm for the Zale Lipshy Hospital Intraoperative 3T MRI (“Project”), in accordance with the terms, conditions, and requirements set forth in this Request for Qualifications.
- 1.1.1 This Request for Qualifications (“RFQ”) is the first step in a two-step process for selecting an Architect/Engineer firm. The RFQ provides the information necessary to prepare and submit Qualifications for consideration and initial ranking by the Owner. Based on the initial ranking, the Owner may select up to five (5) of the top ranked qualified respondents to attend Interviews in the final step of the process.
- 1.1.2 In the final step of the process, Interviews, the “most” qualified respondents will be requested to attend an interview with the Owner to confirm the Qualification submittal and answer additional questions. The Owner will then rank the remaining respondents in order to determine a “most” qualified respondent.
- 1.2 **PUBLIC INFORMATION:** All information, documentation, and other materials submitted in response to this solicitation are considered non-confidential and/or non-proprietary and are subject to public disclosure under the Texas Public Information Act (*Texas Government Code*, Chapter 552.001, *et seq.*) after the solicitation is completed.
- 1.2.1 The Owner strictly complies with all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of RFQ information.
- 1.3 **TYPE OF CONTRACT:** Any contract resulting from this solicitation will be in the form of the Owner’s Standard Architect/Engineer Agreement copy of which is attached to this RFQ.
- 1.4 **CLARIFICATIONS AND INTERPRETATIONS:** Any clarifications or interpretations of this RFQ that materially affect or change its requirements will be posted by the Owner as an addendum on the web site (<http://esbd.cap.state.tx.us/>). It is the responsibility of all respondents to obtain this information in a timely manner. All such addenda issued by the Owner before the proposals are due as part of the RFQ, and respondents shall acknowledge receipt of and incorporate each addendum in its Qualifications.
- 1.4.1 Respondents shall consider only those clarifications and interpretations that the Owner issues by addenda five (5) days prior to the submittal deadline. Interpretations or clarifications in any other form, including oral statements, will not be binding on the Owner and should not be relied on in preparing Qualifications.

1.5 SUBMISSION OF QUALIFICATIONS:

1.5.1 DEADLINE AND LOCATION: The Owner will receive Qualifications at the time and location described below.

October 21, 2008 at 3:00pm local time

Ronald W. Perdue

The University of Texas Southwestern Medical Center at Dallas
Physical Plant Building Lobby
Dallas, Texas 75390

1.5.2 Submit **Eight (8)** identical copies of the Qualifications. An original signature must be included on the "Respondent's Statement of Qualifications and Ability to Undertake the Project" document submitted with each copy.

1.5.3 Submit one (1) original and one (1) copy of the HUB Subcontracting Plan (HSP) as separate attachments to the Qualifications as described in Section 1.13.

1.5.4 Late received Qualifications will be returned to the respondent unopened.

1.5.5 The Owner will not acknowledge or receive Qualifications that are delivered by telephone, facsimile (fax), or electronic mail (e-mail).

1.5.6 Properly submitted Qualifications will not be returned to respondents.

1.5.7 Qualifications materials must be enclosed in a sealed envelope (box or container) addressed to the Point-of-Contact person; the package must clearly identify the submittal deadline, the RFQ number, and the name and return address of the respondent.

1.6 POINT-OF-CONTACT: The Owner designates the following person as it's representative and Point-of-Contact for this RFQ. Respondents shall restrict all contact with the Owner and direct all questions regarding this RFQ, including questions regarding terms and conditions and technical specifications, to the Point-of-Contact person.

Ronald W. Perdue

The University of Texas Southwestern Medical Center at Dallas
5323 Harry Hines Blvd.
Dallas, TX 75390-9099
Phone: 214-645-7135
Fax: 214-645-7103
e-mail: ronald.perdue@utsouthwestern.edu

1.7 EVALUATION OF QUALIFICATIONS: The evaluation of the Qualifications shall be based on the requirements described in this RFQ. All properly submitted Qualifications will be reviewed, evaluated, and ranked by the Owner. The top five or fewer ranked respondents may be selected by the Owner to participate in step two of the selection process.

1.7.1 Qualifications shall not include any information regarding respondent's fees, pricing, or other compensation.

- 1.8 OWNER'S RESERVATION OF RIGHTS: The Owner may evaluate the Qualifications based on the anticipated completion of all or any portion of the Project. The Owner reserves the right to divide the Project into multiple parts, to reject any and all Qualifications and re-solicit for new Qualifications, or to reject any and all proposals and temporarily or permanently abandon the Project. Owner makes no representations, written or oral, that it will enter into any form of agreement with any respondent to this RFQ for any project and no such representation is intended or should be construed by the issuance of this RFQ.
- 1.9 ACCEPTANCE OF EVALUATION METHODOLOGY: By submitting its Qualifications in response to this RFQ, respondent accepts the evaluation process and acknowledges and accepts that determination of the "most qualified" firm(s) will require subjective judgments by the Owner.
- 1.10 NO REIMBURSEMENT FOR COSTS: Respondent acknowledges and accepts that any costs incurred from the respondent's participation in this RFQ shall be at the sole risk and responsibility of the respondent.
- 1.11 PRE-SUBMITTAL CONFERENCE: An optional pre-submittal conference will be held at the time and location described below.

October 14, 2008 at 6:30 pm local time (note the evening hour due to surgical schedule)

The University of Texas Southwestern Medical Center
Zale Lipshy Hospital
Conference Room/Board Room 1st Floor
5151 Harry Hines Blvd.
Dallas, Texas 75390

- 1.11.1 A guided tour of the Zale Lipshy Hospital surgical suites will be included as a part of the conference agenda. Due to the fact that this is currently an active surgical area, this will be the only opportunity for potential respondents to view the Project site(s) before the submittal of Qualifications. Attendance at the pre-submittal conference is optional.
- 1.12 ELIGIBLE RESPONDENTS: Only individual firms or lawfully formed business organizations may apply (This does not preclude a respondent from using consultants.) The Owner will contract only with the individual firm or formal organization that submits a Qualification.
- 1.13 HISTORICALLY UNDERUTILIZED BUSINESSES' SUBMITTAL REQUIREMENTS: It is the policy of The University of Texas System and each of its component institutions, to promote and encourage contracting and subcontracting opportunities for Historically Underutilized Businesses (HUB) in all contracts. Accordingly, the Institution has adopted Exhibit H, Policy on Utilization of Historically Underutilized Businesses (See attached). The Policy applies to all contracts with an expected value of \$100,000 or more. If the institution determines that subcontracting opportunities are probable, then a HUB Subcontracting Plan is a required element of the Qualifications. Failure to submit a required HUB Subcontracting Plan will result in rejection of the Qualifications.
- 1.13.1 STATEMENT OF PROBABILITY

The University of Texas System and the institution has determined that subcontracting opportunities are not probable in connection with this procurement solicitation. However, a HUB Subcontracting Plan (HSP) is required as a part of the Respondent's

response. The Respondent shall develop and administer a HSP as a part of the Respondent's response in accordance with the Institution's Policy on Utilization of Historically Underutilized Businesses (HUB), Exhibit H.

- 1.13.2 Refer to Exhibit H, Policy on Utilization, Historically Underutilized Business (attached) and the Summary of Requirements for a detailed list of attachments required with the Qualifications.
- 1.13.3 The "Statement of Probability" determines the probability for subcontracting opportunities. This determination will clarify which attachments, detailed in Figure 1, will be required to be completed and returned.
- 1.13.4 Submit one original and one copy of the HUB Subcontracting Plan **in a separate attachment apart from the submittal of qualifications.**
- 1.14 CERTAIN PROPOSALS AND CONTRACTS PROHIBITED: Under Section 2155.004, Texas Government Code, a state agency may not accept a proposal or award a contract that includes proposed financial participation by a person who received compensation from the agency to participate in preparing the specifications or request for proposals on which the proposal or contract is based. All vendors must certify their eligibility by acknowledging the following statement, "Under Section 2155.004, Government Code, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate." If a state agency determines that an individual or business entity holding a state contract was ineligible to have the contract accepted or awarded as described above, the state agency may immediately terminate the contract without further obligation to the vendor. This section does not create a cause of action to contest a proposal or award of a state contract.
- 1.15 SALES AND USE TAXES: Section 151.311, Tax Code, as amended effective October 1, 1993, permits the purchase free of state sales and use taxes of tangible personal property to be incorporated into realty in the performance of a contract for an improvement to realty for certain exempt entities that include The University of Texas System. The section further permits the purchase tax-free of tangible personal property (other than machinery or equipment and its accessories and repair and replacement parts) for use in the performance of such a contract if the property is "necessary and essential for the performance of the contract" and "completely consumed at the job site." In addition, the section permits the purchase tax-free of a tangible service for use in the performance of such a contract if the service is performed at the job site and if "the contract expressly requires the specific service to be provided or purchased by the person performing the contract" or "the service is integral to the performance of the contract."
- 1.16 CERTIFICATION OF FRANCHISE TAX STATUS: Respondents are advised that the successful respondent will be required to submit certification of franchise tax status as required by State Law (H.B. 175, Acts 70th Leg. R.S., 1987, Ch. 283, p. 3242). The contractor agrees that each subcontractor and supplier under contract will also provide a certification of franchise tax status.
- 1.17 REQUIRED NOTICES OF WORKERS' COMPENSATION INSURANCE COVERAGE: The Texas Workers' Compensation Commission has adopted a new rule, 28 TAC, sec. 110.110, relating to REPORTING REQUIREMENTS FOR BUILDING OR CONSTRUCTION PROJECTS FOR GOVERNMENTAL ENTITIES. The rule applies to all building or construction contracts advertised for bid on or after September 1, 1994. The rule implements sec. 406.096, Texas Labor Code, which requires workers' compensation insurance coverage for all

persons providing services on a building or construction project for a governmental entity. The requirements of the rule are set forth in Article 6 of the Uniform General and Supplementary General Conditions for University of Texas System Building Construction Contracts.

- 1.18 PREVAILING WAGE RATE DETERMINATION: Respondents are advised that the Texas Prevailing Wage Law will be administered in accordance with the policies and procedures set forth in the U. T. System document, entitled "Prevailing Wage Guidelines." A copy is attached to the Special Conditions. The penalty for violation of prevailing wage rates has been increased from \$10.00 per underpaid worker per day or portion thereof to \$60.00.
- 1.19 DELINQUENCY IN PAYING CHILD SUPPORT: Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.
- 1.20 STATE REGISTRATION OF ENGINEERING FIRMS: Respondents are advised that the Texas Board of Professional Engineers requires that any entity providing engineering services to the public must register with the Texas Board of Professional Engineers. An entity is defined as a sole proprietorship, firm, partnership, corporation or joint stock association.

SECTION 2 – EXECUTIVE SUMMARY

2.1 HISTORICAL BACKGROUND:

The University of Texas Southwestern Medical Center (UTSWMC) at Dallas ranks among the top academic medical centers in the world. Its faculty members who are responsible for a broad array of groundbreaking biomedical research advances are respected for their dedication to teaching. UTSWMC physicians provide patients with the highest quality of care throughout the medical center's outpatient clinics and affiliated hospitals.

2.2 MISSION STATEMENT:

The mission of UT Southwestern Medical Center is to improve health care in our community, Texas, our nation, and the world through innovation and education. We will educate the next generation of leaders in patient care, biomedical science, and disease prevention; conduct high-impact, internationally recognized biomedical research; and deliver patient care that brings UT Southwestern's scientific advances to the bedside - focusing on quality, safety, and service

2.3 PROJECT DESCRIPTION, SCOPE AND BUDGET:

This project will remodel 3,200 GSF of space in the surgery suite at University Hospital Zale-Lipshy Building. The purpose of the remodeling is to accommodate new Intra-operative 3T Magnetic Resonance Imaging (IMRI) equipment. Two existing surgery rooms will be affected. One room will be used for the imaging equipment, and one will be used for the surgery navigation system. The IMRI room will require both magnetic and RF shielding. There will be major reconfigurations of the HVAC and electrical systems, and significant structural modifications. Also, the exterior pre-cast wall will be removed and reinstalled to accommodate placement of the IMRI equipment

The Preliminary Project Cost (PPC) for this project is \$4,900,000. The PPC includes a Construction Cost Limitation (CCL) for the Architect/Engineer of \$1,800,000. Fees, furnishings,

equipment, other work, miscellaneous expenses, and contingencies make up the balance of the PPC.

2.4 FACILITIES PROGRAM: The Owner has approved a Facility Program/Due Diligence for the project dated July 8, 2008, and is attached to this Request for Qualifications.

2.5 PROJECT PLANNING SCHEDULE: Key Project planning schedule milestones are:

- | | |
|--|-----------------------|
| ▪ Owner receives Request For Qualifications | Refer to Section 1.6 |
| ▪ Owner conducts Pre-Submittal Conference | Refer to Section 1.11 |
| ▪ Owner approves Facility Program | September 30, 2008 |
| ▪ Owner interviews Respondents | October 23, 2008 |
| ▪ Owner executes Agreement | November 7, 2008 |
| ▪ Owner approves Schematic Design Documents | December 19, 2008 |
| ▪ Owner approves Design Development Documents | January 2, 2009 |
| ▪ Owner approves Construction Documents | March 27, 2009 |
| ▪ Owner accepts Guaranteed Maximum Price Proposal | May 29, 2009 |
| ▪ Owner issues Notice to Proceed for Construction | May 29, 2009 |
| ▪ Owner accepts Substantial Completion of Construction | November 27, 2009 |

SECTION 3 – REQUIREMENTS FOR STATEMENT OF QUALIFICATIONS

Respondents shall carefully read the information contained in the following criteria and submit a complete statement of Qualifications to all questions in Section 3 formatted as directed in Section 4. Incomplete Qualifications will be considered non-responsive and subject to rejection.

3.1 CRITERIA ONE: RESPONDENT'S STATEMENT OF QUALIFICATIONS AND AVAILABILITY TO UNDERTAKE THE PROJECT (Maximum of two (2) printed pages per question)

- 3.1.1 Provide a statement of interest for the project including a narrative describing the Prime Firm's and Project Team's unique qualifications as they pertain to this particular project.
- 3.1.2 Provide a statement on the availability and commitment of the Prime Firm and its principal(s) and assigned professionals to undertake the project.
- 3.1.3 Provide a brief history of the Prime Firm and each consultant proposed for the project.
- 3.1.4 Provide a graphic representation of the project team, identifying the Prime Firm and each consultant proposed for the project.

3.2 CRITERIA TWO: PRIME FIRM'S ABILITY TO PROVIDE SERVICES

3.2.1 Provide the following information for the Prime Firm:

- Legal name of the company as registered with the Secretary State of Texas
- Address of the office that will be providing services
- Number of years in business
- Type of Operation (Individual, Partnership, Corporation, Joint Venture, etc...)
- Number of Employees by skill group
- Annual revenue totals for the past ten (10) years

- 3.2.2 Provide the three (3) most recent audited financial statements documenting your firm's financial stability.
- 3.2.3 Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.
- 3.2.4 Provide any details of all past or pending litigation or claims filed against your company that would affect your company's performance under a Contract with the Owner.
- 3.2.5 Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, specify date(s), details, circumstances, and prospects for resolution.
- 3.2.6 Does any relationship exist by relative, business associate, capital funding agreement, or any other such kinship between your firm and any Owner employee, officer or Regent? If so, please explain.
- 3.2.7 Provide a claims history under professional malpractice insurance for the past five (5) years for the Prime Firm and any team members proposed to provide professional architectural or engineering services.

3.3 CRITERIA THREE: PROJECT TEAM'S ABILITY TO PROVIDE DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES

- 3.3.1 Describe, in graphic and written form, the proposed project assignments and lines of authority and communication for principals and key professional members of each consultant that will be involved in the project. Indicate the estimated percent of time these individuals will be involved in the project for design and construction.
- 3.3.2 Provide resumes giving the experience and expertise of the professional members for each consultant that will be involved in the project, including their experience with similar projects, the number of years with the firm, and their city of residence.
- 3.3.3 Clearly identify the members of the proposed team who worked on the listed projects in Criteria 3.4 and 3.5, and describe their roles in those projects.
- 3.3.4 Describe the basis for the selection of the proposed sub-consultants included in the design team and the role each will play for this project.
- 3.3.5 Describe the Prime Firm's process in working with consultants and integrating them into the design process.

3.4 CRITERIA FOUR: RESPONDENT'S PERFORMANCE ON PAST REPRESENTATIVE PROJECTS

- 3.4.1 List a maximum of five (5) projects for which you have provided services that are most related to this project. List the projects in order of priority, with the most relevant project listed first. Provide the following information for each project listed:
 - Project name, location, contract delivery method, and description

- Color images (photographic or machine reproductions)
- Final Construction Cost, including Change Orders
- Final project size in gross square feet
- Type of construction (new, renovation, or expansion)
- Actual start and finish dates for design
- Actual Notice To Proceed and Substantial Completion dates for construction
- Description of professional services Prime Firm provided for the project
- Name of Project Manager (individual responsible to the Owner for the overall success of the project)
- Name of Project Architect (individual responsible for coordinating the day to day work)
- Name of Project Designer (individual responsible for design concepts)
- Consultants

References (for each project listed above, identify the following):

- The Owner's name and representative who served as the day-to-day liaison during the design and construction phases of the project, including telephone number
- Contractor's name and representative who served as the day-to-day liaison during the Preconstruction and/or construction phase of the project, including telephone number
- Length of business relationship with the Owner.

References shall be considered relevant based on specific project participation and experience with the Respondent. The Owner may contact references during any part of this process. The Owner reserves the right to contact any other references at any time during the RFQ/P process.

3.5 (NOT USED)

3.6 CRITERIA SIX: RESPONDENT'S GENERAL UNDERSTANDING OF THE U.T. SYSTEM A/E AGREEMENT

- 3.6.1 Provide a detailed list (i.e. bulleted) of all Design Services and consultants you will provide to the Owner under Basic Services on this project (including those outlined in Articles 1, 10 and 14 of the Agreement).
- 3.6.2 Provide a detailed list (i.e. bulleted) of all Construction Administration Services and consultants you will provide to the Owner under Basic Services on this project (including those outlined in Articles 1, 10 and 14 of the Agreement).
- 3.6.3 Provide a detailed list (i.e. bulleted) of all Services and consultants you will provide to the Owner as Additional Services for Design and Construction Services on this project (including those outlined in Articles 1, 10 and 14 of the Agreement).
- 3.6.4 Provide a detailed list (i.e. bulleted) of all reimbursable services/expenses you will request from the Owner and on this project (including those outlined in Articles 5 and 14 of the Agreement).
- 3.6.5 In order to help facilitate and expedite execution of a U.T. System Project Architect Agreement following selection of the "most" qualified candidate, please identify any terms of the Agreement you may request to be changed prior to signing the Agreement.

3.7 CRITERIA SEVEN: RESPONDENT'S COMPLIANCE WITH THE CAMPUS MASTER PLAN

- 3.7.1 State your compliance with the Campus Master Plan and explain how you anticipate incorporating the requirements of the Campus Master Plan into the design of the project.

3.8 CRITERIA EIGHT: RESPONDENT'S KNOWLEDGE OF BEST PRACTICES

- 3.8.1 Describe the Prime Firm's design philosophy, design methodology, and its process for integrating institutional standards into design.
- 3.8.2 Describe the Prime Firm's quality assurance program explaining the method used and how the firm maintains quality control during the development of Construction Documents and quality assurance during the Construction phase of a project. Provide specific examples of how these techniques or procedures were used for any combination of three (3) projects listed in response to Criteria 3.4 and 3.5.
- 3.8.3 Describe your project team's demonstrated technical competence and management qualifications with institutional projects, particularly those for higher education.
- 3.8.4 The Owner has specific system design and construction standards and specification requirements for construction projects. Describe how you propose to incorporate these requirements into this project.
- 3.8.5 Describe your firm's experience working with the Construction Manager-at-Risk project delivery method. Discuss your method of working with the contractor as a team member to deliver a Guaranteed Maximum Price and to maintain the GMP throughout the design and construction process.
- 3.8.6 Describe your cost estimating methods for the design and construction phases. How do you develop cost estimates and how often are they updated? For any combination of three (3) projects listed in response to Criteria 3.4 and 3.5, provide examples of how these techniques were used and what degree of accuracy was achieved.
- 3.8.7 Describe the way in which your firm develops and maintains work schedules to coordinate with the Owner's project schedule. For any combination of three (3) projects listed in response to Criteria 3.4 and 3.5, provide examples of how these techniques were used.

3.9 CRITERIA NINE: RESPONDENT'S ABILITY TO IDENTIFY AND RESOLVE PROBLEMS ON PAST PROJECTS

- 3.9.1 Describe your understanding of the administrative challenges and opportunities associated with providing Design and Construction Administration services for The University of Texas System on this project, and your strategy for resolving these issues.
- 3.9.2 What do you perceive are the critical issues for this project?
- 3.9.3 Understanding schedule limitations, provide an analysis of the Owner's project planning schedule and describe how you plan to develop and communicate design, scope, and budget options in a form that will quickly facilitate the Owner's decision making.

- 3.9.4 Describe the the project team's experience with renovation/expansion projects in occupied facilities.
- 3.9.5 For any combination of three (3) projects listed in response to Criteria 3.4 and 3.5, describe any conflicts with the Owner, Consultants, Contractor, or subcontractors, and describe the methods your firm used to resolve those conflicts.

3.10 CRITERIA TEN: EXECUTION OF OFFER

NOTE TO RESPONDENTS: SUBMIT ENTIRE SECTION WITH RESPONSE.

THIS EXECUTION OF OFFER MUST BE COMPLETED, SIGNED, AND RETURNED WITH THE RESPONDENT'S QUALIFICATIONS. FAILURE TO COMPLETE, SIGN AND RETURN THIS EXECUTION OF OFFER WITH THE QUALIFICATIONS MAY RESULT IN REJECTION OF THE QUALIFICATIONS.

SIGNING A FALSE STATEMENT MAY VOID THE SUBMITTED QUALIFICATIONS OR ANY AGREEMENTS OR OTHER CONTRACTUAL ARRANGEMENTS, WHICH MAY RESULT FROM THE SUBMISSION OF RESPONDENT'S QUALIFICATIONS, AND THE RESPONDENT MAY BE REMOVED FROM ALL PROPOSER LISTS. A FALSE CERTIFICATION SHALL BE DEEMED A MATERIAL BREACH OF CONTRACT AND, AT OWNER'S OPTION, MAY RESULT IN TERMINATION OF ANY RESULTING CONTRACT OR PURCHASE ORDER.

- 3.10.1 By signature hereon, Respondent acknowledges and agrees that (1) this RFQ is a solicitation for Qualifications and is not a contract or an offer to contract; (2) the submission of Qualifications by Respondent in response to this RFQ will not create a contract between the Owner and Respondent; (3) the Owner has made no representation or warranty, written or oral, that one or more contracts with the Owner will be awarded under this RFQ; and (4) Respondent shall bear, as its sole risk and responsibility, any cost which arises from Respondent's preparation of a response to this RFQ.
- 3.10.2 By signature hereon, Respondent offers and agrees to furnish to the Owner the products and/or services more particularly described in its Qualifications, and to comply with all terms, conditions and requirements set forth in the RFQ documents and contained herein.
- 3.10.3 By signature hereon, Respondent affirms that he has not given, nor intends 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 the submitted Qualifications.
- 3.10.4 By signature hereon, a corporate Respondent certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171, Texas Tax Code, or that the corporate Respondent is exempt from the payment of such taxes, or that the corporate Respondent is an out-of-state corporation that is not subject to the Texas Franchise Tax, whichever is applicable.
- 3.10.5 By signature hereon, the Respondent hereby certifies that neither the Respondent nor the firm, corporation, partnership or Owner represented by the Respondent, or anyone acting for such firm, corporation, partnership, or institution has violated the antitrust laws of this state, codified in Section 15.01, et. seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the Qualifications made to any competitor or any other person engaged in such line of business.
- 3.10.6 By signature hereon, Respondent represents and warrants that:
 - 3.10.6.1 Respondent is a reputable company regularly engaged in providing products and/or services necessary to meet the terms, conditions and requirements of the RFQ;

- 3.10.6.2 Respondent has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the terms, conditions and requirements of the RFQ;
 - 3.10.6.3 Respondent is aware of, is fully informed about, and is in full compliance with all applicable federal, state and local laws, rules, regulations and ordinances;
 - 3.10.6.4 Respondent understands (i) the requirements and specifications set forth in this RFQ and (ii) the terms and conditions set forth in the Contract under which Respondent will be required to operate;
 - 3.10.6.5 Respondent, if selected by the Owner, will maintain insurance as required by the Contract;
 - 3.10.6.6 All statements, information and representations prepared and submitted in response to this RFQ are current, complete, true and accurate. Respondent acknowledges that the Owner will rely on such statements, information and representations in selecting the successful Respondent. If selected by the Owner as the successful Respondent, Respondent will notify the Owner immediately of any material change in any matters with regard to which Respondent has made a statement or representation or provided information.
- 3.10.7 By signature hereon, Respondent certifies that the individual signing this document and the documents made part of the RFQ is authorized to sign such documents on behalf of the company and to bind the company under any agreements or other contractual arrangements, which may result from the submission of Respondent's Qualifications.
- 3.10.8 By signature hereon, Respondent certifies that if a Texas address is shown as the address of the Respondent, Respondent qualifies as a Texas Resident Respondent as defined in Rule 1 TAC 111.2.
- 3.10.9 By signature hereon, Respondent certifies as follows:
- 3.10.9.1 "Under Section 231.006, *Texas Family Code*, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate."
 - 3.10.9.2 "Under Section 2155.004, *Texas Government Code*, the vendor or applicant certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate."
 - 3.10.9.3 "Under Section 2254.004, *Texas Government Code*, the vendor or applicant certifies that each individual or business entity which is an engineer or architect proposed by Respondent as a member of its team was selected based on demonstrated competence and qualifications only."
- 3.10.10 By signature hereon, Respondent certifies that no relationship, whether by relative, business associate, capital funding agreement or by any other such kinship exist between Respondent and an employee of any University of Texas component, or Respondent has not been an employee of any University of Texas component within the immediate twelve (12) months

prior to your RFQ response. All such disclosures will be subject to administrative review and approval prior to the Owner entering into any contract with Respondent.

- 3.10.11 By signature hereon, Respondent affirms that no compensation has been received for participation in the preparation of the specifications for this RFQ. (ref. Section 2155.004 Texas Government Code).
- 3.10.12 Respondent represents and warrants that all articles and services quoted in response to this RFQ 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 or proposed as of the date of this solicitation.
- 3.10.13 By signature hereon, Respondent signifies his compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.
- 3.10.14 By signature hereon, Respondent agrees to defend, indemnify, and hold harmless the State of Texas, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of Respondent or any agent, employee, subcontractor, or supplier of Respondent in the execution or performance of any agreements or other contractual arrangements which may result from the submission of Respondent's Qualifications.
- 3.10.15 By signature hereon, Respondent agrees that any payments that may become due under any agreements or other contractual arrangements, which may result from the submission of Respondent's Qualifications, will be applied towards any debt including, but not limited to, delinquent taxes and child support that is owed to the State of Texas.
- 3.10.16 By signature hereon, Respondent certifies that no member of the Board of Regents of The University of Texas System, or the Executive Officers of the University of Texas System or its component institutions, has a financial interest, directly or indirectly, in the transaction that is the subject of the contract.

3.10.17 Execution of Offer: RFQ No. 729-09-5

The Respondent must complete, sign and return this Execution of Offer as part of their submittal response. The Respondent's company official(s) who are authorized to commit to such a submittal must sign submittals. Failure to sign and return this form will subject the submittal to disqualification.

Respondent's Name: _____

Respondent's State of Texas Tax Account No: _____
(This 11 digit number is mandatory)

If a Corporation:

Respondent's State of Incorporation: _____

Respondent's Charter No: _____

Identify by name, each person who owns at least 25% of the Respondent's business entity:

(Name)

(Name)

(Name)

(Name)

Submitted and Certified By:

(Respondent's Name)

(Title)

(Street Address)

(Telephone Number)

(City, State, Zip Code)

(Fax Number)

(Authorized Signature)

(Date)

SECTION 4 – FORMAT FOR STATEMENT OF QUALIFICATIONS

4.1 GENERAL INSTRUCTIONS

- 4.1.1 Qualifications shall be prepared **SIMPLY AND ECONOMICALLY**, providing a straightforward, **CONCISE** description of the respondent's ability to meet the requirements of this RFQ. Emphasis shall be on the **QUALITY**, completeness, clarity of content, responsiveness to the requirements, and an understanding of Owner's needs.
- 4.1.2 Qualifications shall be a **MAXIMUM OF FIFTY (50) PRINTED PAGES**. The cover, table of contents, divider sheets, HUB Subcontracting Plan (Section 1.13), and Execution of Offer do not count as printed pages.
- 4.1.3 Respondents shall carefully read the information contained in this RFQ and submit a complete response to all requirements and questions as directed. Incomplete Qualifications will be considered non-responsive and subject to rejection.
- 4.1.4 Qualifications and any other information submitted by respondents in response to this RFQ shall become the property of the Owner.
- 4.1.5 The Owner will not compensate respondents for any expenses incurred in Qualifications preparation or for any presentations that may be made, unless agreed to in writing in advance or required by law. Respondents submit Qualifications at their own risk and expense.
- 4.1.6 Qualifications that are qualified with conditional clauses, alterations, items not called for in the RFQ documents, or irregularities of any kind are subject to rejection by the Owner, at its option.
- 4.1.7 The Owner makes no representations of any kind that an award will be made as a result of this RFQ, or subsequent RFP. The Owner reserves the right to accept or reject any or all Qualifications, waive any formalities or minor technical inconsistencies, or delete any item/requirements from this RFQ when deemed to be in Owner's best interest.
- 4.1.8 Qualifications shall consist of answers to questions identified in Section 3 of the RFQ. It is not necessary to repeat the question in the Qualifications; however, it is essential to reference the question number with the corresponding answer.
- 4.1.9 Failure to comply with all requirements contained in this Request for Qualifications may result in the rejection of the Qualifications.

4.2 PAGE SIZE, BINDING, DIVIDERS, AND TABS:

- 4.2.1 Qualifications shall be printed on letter-size (8-1/2" x 11") paper and **ASSEMBLED IN 3-RING, HARD-COVER BINDERS.**
- 4.2.2 Additional attachments shall NOT be included with the Qualifications. Only the responses provided by the respondent to the questions identified in Section 3 of this RFQ will be used by the Owner for evaluation.
- 4.2.3 Separate and identify each criteria response to Section 3 of this RFQ by use of a divider sheet with an integral tab for ready reference.

4.3 TABLE OF CONTENTS:

- 4.3.1 Submittals shall include a “Table of Contents” and give page numbers for each part of the Qualifications.

4.4 PAGINATION:

- 4.4.1 Number all pages of the submittal sequentially using Arabic numerals (1, 2, 3, etc.); the Respondent is not required to number the pages of the HUB Subcontracting Plan.

4.5 HUB SUBCONTRACTING PLAN SUBMITTAL:

- 4.5.1 Submit one original and one copy of the HUB Subcontracting Plan **in a separate attachment apart from the submittal of qualifications.**

SECTION 5 - ATTACHMENTS TO THE RFQ

- 5.1 Draft Agreement Between the Board of Regents, The University of Texas System, Owner, and Project Architect/Engineer
- 5.2 Anticipated A/E Agreement Provisions and Exhibits
- 5.3 Exhibit H: Policy on Utilization Historically Underutilized Businesses
- 5.4 [Not used]
- 5.5 Facility Program / Due Diligence
- 5.6 The University of Texas System Office of Facilities Planning and Construction Architect / Engineer Fee Schedule

REVISIONS

[illegible]

Section 5.1

Draft Agreement

**AGREEMENT
BETWEEN OWNER AND PROJECT ARCHITECT**

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

By and between

The **Owner:** The Board of Regents of The University of Texas System
 c/o University of Texas Southwestern Medical Center at Dallas
 5323 Harry Hines Blvd.
 Dallas, Texas 75390

and **Project Architect:**

for the following **Project:** Zale Lipshy Hospital Intra-Operative 3T MRI

Project Number: (not used)

Project Delivery Method: Construction Manager at Risk

The Owner and the Project Architect agree as follows:

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LIST OF EXHIBITS

Ex.A	Facility Program	Ex.I	Commissioning Implementation Program
Ex.B	Project Milestones Schedule	Ex. J	Additional Services Proposal Form
Ex.C	Personnel Titles and Hourly Rates	Ex. K	Adjustment to Basic Services Compensation
Ex.D	Statement For Architectural/Engineering Services	Ex.L	Anticipated Programming Deliverables
Ex. E	(not used)	Ex. M	Schematic Design Deliverables
Ex.F	(not used)	Ex. N	Design Development Deliverables
Ex.G	(not used)	Ex. O	Construction Document Deliverables
Ex.H	Policy on Utilization, Historically Underutilized Businesses		

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 Supplemental Basic Services identified in this Agreement and any Additional Services requested by the Owner.

1.1 Basic Services and Supplemental 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 Supplemental Basic Services. Supplemental Basic Services are the services specifically identified in Article 14.2 that are to be provided by the Project Architect in conjunction with the delivery of Basic Services under this Agreement. Compensation for Supplemental Basic Services will be additional to compensation for Basic Services.

1.1.3 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.

1.1.4 The Construction Cost Limitation for this Project is specified in Article 14. The Project Architect is responsible for managing the design of the Project so that its construction does not exceed the Construction Cost Limitation.

1.1.5 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.

1.1.6 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.

1.1.7 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.

1.1.8 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.

1.1.9 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. 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.

1.1.10 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.

1.1.11 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.

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

1.1.13 Basic design services shall include incorporation of the provisions of the Energy Conservation Design Standard for New State Buildings as administered by the State Energy Conservation Office, 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.

1.1.14 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.

1.1.15 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.

1.1.16 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 Construction Cost Estimates of the Project in a form acceptable to the Owner following the Construction Specifications Institute (CSI) format. Updated Estimates shall be included with the plans and specifications submitted for review at completion of the Design Development phase and at the stages of completion of the Construction Documents required in Article 14. If the Construction Cost Estimate exceeds the Construction Cost Limitation at any time, the Owner will determine whether to increase the Construction Cost Limitation or require the Project Architect to revise the Project scope or quality to comply with the Construction Cost Limitation at no additional cost to Owner. Reductions in Project scope or quality are subject to Owner's review and approval. If the Construction Cost Estimate is below

the Construction Cost Limitation, the Owner and Project Architect shall mutually agree on changes to the project scope or the Construction Cost Limitation.

1.1.17 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.

1.1.18 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.

1.1.19 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.

1.1.20 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 its 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.

1.1.21 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 the accuracy or suitability of any documents or data that 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.

1.1.22 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.

1.1.23 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.

1.1.24 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.

1.1.25 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.

1.1.26 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.

1.1.27 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.

1.1.28 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.

1.1.29 Insurance Coverage. The Project Architect shall carry such professional liability/errors and omissions insurance, covering the services provided under this Agreement and other coverage's 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 coverage's 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 Board of Regents of The University of Texas System as the Project's Owner. Throughout all phases of professional services work covered by this Agreement, each request for fee payment (Article 6) by the Project Architect is to be submitted in a format acceptable to the Owner and
- 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.

1.1.30 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, 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 construction cost estimate as described in Sub-paragraph 1.1.15 to confirm compliance with the Construction Cost Limitation and include it with the completed Schematic Design Documents. The Project Architect shall advise the Owner of any adjustments to the project scope necessary to align the cost estimate and the project budget with the established Construction Cost Limitation and revise the Schematic Design Documents as may be required.

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 approval of the Project Architect's preliminary construction cost estimate and schedule.

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 construction cost estimate as described in Sub-paragraph 1.1.15 to confirm compliance with the Construction Cost Limitation and include it with the completed Design Development Documents. The Project Architect shall advise the Owner of any adjustments to the project scope necessary to align the cost estimate and the project budget with the established Construction Cost Limitation and revise the Design Development Documents as may be required.

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 approval of the mutually established Construction Cost Limitation and schedule.

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 Project 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 construction cost estimate as described in Sub-paragraph 1.1.16 to confirm compliance with the Construction Cost Limitation and include it with the completed Construction Documents. The Project Architect shall advise the Owner of any adjustments to the project scope necessary to align the cost estimate and the project budget with the established Construction Cost Limitation and revise the Construction Documents as may be required.

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 Before proceeding into the Bidding and Proposal Phase, the Project Architect shall obtain Owner's written acceptance of the Construction Documents and approval of the mutually established Final 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 Prebid or Preproposal 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 The Project Architect shall investigate the responsibility of apparent low bidders or proposers and inform Owner in writing of its findings and recommendations. For proposers selected by qualifications and by competitive sealed proposals, the Project Architect shall investigate qualifications and other pertinent proposal information and inform the Owner in writing of its findings and recommendations.

1.5.3 In the event the best value proposal received for the Project exceeds the Final Construction Cost Limitation established at 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 Final Construction Cost Limitation. The Owner reserves the right to accept a proposal and award a construction contract that exceeds the Final 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 general 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 general 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 general 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 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 cope 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 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.

1.6.26 Project Architect shall provide a milestone schedule that is acceptable to the Owner and shall be submitted on a monthly basis prior to submission of construction payment application, in conformance with the project milestone schedule, so that the desired development and construction schedule for the Project shall be maintained.

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 Architecture pursuant to this Agreement. The project schedule contains milestone dates which have been established in the Request for Qualifications previously issued or may be modified by the Owner to reflect current conditions. Supplemental activities shown on the schedule, and any associated dates not yet defined, shall be determined at the completion of the Program Phase or at such time when both parties mutually agree that the project is sufficiently developed and documented. 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.

1.9 Design Deliverable Checklists

1.9.1 As part of the deliverables for formal UTSW review at each of the major phases of design listed above, the Design Professional shall submit a Design Deliverable Checklist to the Owner. (See Exhibit M – Schematic Design, Exhibit N – Design Development, and Exhibit O – Construction Document Phases) On the checklist, the Design Professional shall certify that each required item has been completed by affixing a checkmark by that item.

1.9.2 Note that design deliverables for the Design Development phase are to include all items listed in the Design Development column of the "Design Deliverables" table AND, except as specifically stated to the contrary in the table, all items listed in the Schematic Design column of the table (which are to have been further developed during Design Development).

1.9.3 Note that design deliverables for the Construction Document phase are to include all items listed in the Construction Document column of the "Design Deliverables" table AND, except as specifically stated to the contrary in the table, all items listed in the Schematic Design column and all items listed in the Design Development column of the table (which are to have been further developed during the Construction Document phase).

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, contingencies for bidding and changes in the Work during construction, 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 the Director of Capital Improvement Projects 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 UTSW Vice President of Facilities Management 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 shall be the total cost of all elements of the project, including all alternate bids or proposals, designed and specified by the Project Architect.

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

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

Article 4 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, Supplemental 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 as follows:
 - a) **Travel from Texas to out of state locations:**
 - (1) Maximum rates for lodging and meals shall be in accordance with the "Out of State Meals and Lodging Rates", Texas Comptroller of Public Accounts. (Website http://www.window.state.tx.us/comptrol/san/fm.notices.date.html/fm02/fm02-6_intro.html), plus city and state taxes.
 - (2) Notwithstanding the limitation on lodging rates above, if the expenses actually incurred by the Service Provider for lodging exceed the State rate, the Service Provider may be reimbursed for the additional amount incurred up to a maximum of forty percent (40%) of the State rate.
 - (3) The meal per diem will only be paid on trips involving overnight travel.
 - b) **Travel to Texas from out of state locations:**

- (1) Lodging: maximum reimbursement for lodging in state shall be limited to current State of Texas per diem rate plus city and state taxes. The meal per diem will only be paid on trips involving overnight travel.
 - (2) Notwithstanding the limitation on lodging rates above, if the expenses actually incurred by the Service Provider for lodging exceed the State rate, the Service Provider may be reimbursed for the additional amount incurred up to a maximum of forty percent (40%) of the State rate.
 - (3) Meals; reimbursement limited to current State of Texas per diem rate.
- c) **Automobile Expenses:** auto rental for moderate size category, related auto insurance, gasoline, parking and taxi service. Costs include applicable taxes.
 - d) **Airline Travel:** coach class air travel with rates nearest to the State contract rate. All airline travel shall be booked no less than 7 days in advance when possible. Reimbursement for air travel booked within 7 days of departure, without the prior approval of the PM/RCM, may be limited. A sales receipt and a boarding pass must be provided for each flight in order to receive reimbursement.
 - e) **Approval:** Unless expressly directed and approved “in writing” by the Owner, amounts exceeding the above stipulated limitations will not be subject to reimbursement.
- 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.
 - c) Project Architect shall provide written confirmation attesting to the competitive nature of the procurement.
 - d) A written Owner’s request is required for reimbursement of these expenses.

5.2 Unless expressly directed, and approved in advance, by the Owner, transportation 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 pay a mark-up not to exceed ten percent (10%) on those reimbursables identified in 5.1.1 through 5.1.4 and 5.1.6 above. A mark-up shall not be paid on lodging, meals or travel expenses. 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 Final Construction Cost Limitation (see Paragraph 1.4.10) times the agreed fee percentage (see paragraph 14.5) equals Basic Services Fee

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 Final Construction Cost Limitation regardless of whether the actual contract award for construction, less special cash allowances and constitution contingency, is more or less than the Final 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 Final 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 Supplemental Basic Services Fees

6.2.1 Fees for Supplemental Basic Services, as described in Article 1 and including any services identified in Article 14.2 are in addition to the Basic Services Fee described above.

6.2.2 The fees for Supplemental Basic Services will be negotiated by the Owner and the Project Architect as the scope of the Supplemental Basic Services is defined and shall be calculated in one of the following ways, subject to any not-to-exceed amount identified in Article 14.5:

- a) A pre-established lump sum amount;
- b) An agreed percentage of the Final Construction Cost Limitation; 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 the direct salary expense for all personnel directly involved in providing the service.

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

6.3 Fees for Changes in Project Scope

6.3.1 For reductions in the scope of the Work of the Project that occur after commencement of the Construction Documents Phase but before establishment of the Final Construction Cost Limitation, the Project Architect' fee for basic services related to the eliminated portion of the work, to the extent such services are provided, 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 Work or, if no bid or proposal is received, an up-to-date detailed Construction Cost Estimate for the eliminated scope of Work, but only to the extent that services for the eliminate scope of Work were performed.

6.3.2 For increases in the scope of Work of the Project that occur after establishment of the Final Construction Cost Limitation, 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 added scope of Work or, if no bid or proposal is received, an up-to-date detailed Construction Cost Estimate for the added scope of Work, but only to the extent that services for the added scope of Work are required.

6.4 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 Construction Cost Estimate for the changes to the Work, but only to the extent that services for the changes to the Work are required.

6.5 Additional Services

6.5.1 For additional services of the Project Architect that are not Basic Services, Supplemental Basic Services or additional Basic Services due to changes in Project scope, the Project Architect's fee shall be calculated in the same manner as Supplemental Basic Services.

6.5.2 For additional services of the Project Architect's consultants that are not Basic Services, Supplemental 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 1.10 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 Supplemental Basic Services.

6.6 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 1.10 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 and Supplemental Basic Service

7.1.1 Payments for Basic Services and Supplemental 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. The Project Architect will attach a monthly HUB Progress Assessment Report using the most current form issued by the UT System Office of HUB Development (See Exhibit H).

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. 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.

7.1.6 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 three 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, 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 or the re-use of the Documents or Specifications 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 9.5 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 Article hereof 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, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party. The benefits and burdens of this Agreement are, however, assignable by Owner.

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 Contractor 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 Associate Vice Chancellor for Facilities Planning and Construction 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: Guillermo Ramos
Capital Improvement Projects
University of Texas Southwestern Medical Center at Dallas
5323 Harry Hines Blvd.
Dallas, Texas 75390-8543

With Copies to: Kirby Vahle
Vice President Facilities Management
University of Texas Southwestern Medical Center at Dallas
5323 Harry Hines Blvd.
Dallas, Texas 75390

If to Project Architect: _____
[Street Address]
Suite _____
_____, _____ [zip code]
Attention: _____

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

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.

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

14.2 Supplemental Basic Services. The Project Architect's Supplemental Basic Services are those services described in this Article for which compensation is provided as Supplemental Basic Services in this Agreement and shall include the following services.

14.2.1 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.).

14.2.2 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 AutoCAD 14 or 2000. MicroStation J or SE shall also be accepted for the deliverables, but Microstation users shall be required to save to AutoCAD format.
- All project specifications in electronic format on CD readable/writable by MSWord.

AND:

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

- Reproducible Mylar Film Prints
- "Record Drawings" – blueline
- "Record Specifications" – diskettes

14.2.3 SPECIALIZED CONSULTANTS. The specialized consultant services identified in the following list are included in Supplemental Basic Services:

- Shielding Consultant

14.3 Additional Services. The services identified in the following list are not included in Basic Services or Supplemental Basic Services.

- Providing financial feasibility or other special studies.
- Providing planning surveys, site evaluations, environmental studies or comparative studies of prospective sites.
- Providing services relative to future facilities, systems and equipment which are not intended to be constructed during the Construction Phase.
- Providing services to make detailed investigation of existing conditions or facilities or to make measured drawings thereof, other than to verify the accuracy of drawings or other information furnished by the Owner.

- Providing coordination of Work performed by Owner's separate contractors or by the Owner's own forces.
- Providing services in connection with the Work of a Contractor or separate consultants retained by the Owner.
- Providing services for planning tenant or rental spaces.
- Making revisions in Drawings, Specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given are required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents or are due to other causes not solely within the control of the Project Architect.
- Making extensive investigations, surveys, valuations, inventories or detailed appraisals of existing facilities, except as otherwise required by the Agreement, and services required in connection with construction performed by the Owner.
- Providing consultation concerning replacement of any Work damaged by fire or other cause during construction, and furnishing services as may be required in connection with the replacement of such Work.
- Providing services made necessary by the default of the Contractor, or by major defects or deficiencies in the Work of the Contractor, or by failure of performance of the Contractor under the Contract for Construction.
- Providing extensive assistance in the utilization of any equipment or system such as initial start-up or testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.
- Providing services after the expiration of sixty (60) days following final payment to the Contractor, excluding any services necessary during the warranty period inspections and provided that all of Project Architect's services as required under this Agreement have been satisfactorily completed.
- Preparing to serve or serving as an expert witness at the request of the Owner in connection with any public hearing, arbitration proceeding or legal proceeding.
- Providing any other services not otherwise customarily furnished in accordance with generally accepted architectural practice.

14.4 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
- Existing Facility Surveys
- Integrated Scheduling
- Testing and Balancing
- Hazardous Materials Surveying and Abatement
- Laboratory Testing (Soils, Materials, Environmental, Welding, Steel Construction)
- Project Commissioning
- Wind Tunnel/Air Quality Analysis
- Vibration Analysis

- Radio Frequency Interference Testing

14.5 Basis of Compensation

14.5.1 Basic Services.

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

One Million, Eight Hundred Thousand (\$1,800,000).

Therefore, the Basic Services Fee for the Project shall be

\$ 1,800,000	X _____ =	\$ _____
Construction Cost Limitation	Fee %	Basic Services Fee

If the Construction Cost Limitation is revised at any time, the Basic Services Fee will be adjusted based on interpolation of the following schedule:

Over \$ 5,000,000	8.00 %
Over \$ 1,000,000	9.00 %
Up to \$ 200,000	10.00 %

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

14.5.2 Supplemental Basic Services.

The following Supplemental Basic Services shall be provided on a not to exceed cost basis:

As-Built Drawings	Not to Exceed \$ _____
Registered Accessibility Specialist	Not to Exceed \$ _____

Subtotal Supplemental Basic Services

Not to Exceed Amount: \$ _____

14.5.3 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: \$ _____

14.5.4 Maximum Contract Sum

Basic Services Fee amount (Art. 14.5.1)	\$ _____
<i>plus</i>	
Not to exceed Supplemental Basic Services Fee amount (Art. 14.5.2)	\$ _____
<i>plus</i>	

Maximum Reimbursable Expense amount (Art. 14.5.3) \$ _____

MAXIMUM CONTRACT SUM: \$ _____

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

Schematic Design Phase:	15%
Design Development Phase:	20%
Construction Documents Phase:	40%
Bidding or Negotiation Phase:	5%
Construction Phase:	20%

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

50%, 75%, 100%

14.8 Construction Cost Estimates. The Project Architect shall submit construction cost estimates as described in Article 1.1.12 at completion of the Schematic Design Phase, Design Development Phase and at the following stages of completion of the Construction Documents Phase:

50%, 75%, 100%.

14.9 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:	6 sets
Design Development:	6 sets
Construction Documents:	6 sets for each stage of % complete

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

[SIGNATURES PROVIDED ON FOLLOWING PAGE]

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

Attest:
(Corporate Seal)

Witness

Project Architect

By:_____

By:_____

Name:_____

Name:_____

Title: Corporate Secretary

Title: President

Date:_____

The Texas Board of Architectural Examiners, 333 Guadalupe Street, Suite 2-350, Austin, Texas 78701, telephone (512) 305-9000, has jurisdiction over individuals licensed under the Architects' Registration Law, Texas Civil Statutes, Article 249a.

**Owner: The University of Texas
Southwestern Medical Center at Dallas**

By:_____

John Roan
Executive Vice President
For Business Affairs

Date:_____

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

EXHIBITS

Exhibit A - Facility Program
Exhibit B - Project Milestone Schedule
Exhibit C - Personnel Titles and Hourly Rates
Exhibit D - Statement for Architectural/Engineering Services
Exhibit E - (not used)
Exhibit F - (not used)
Exhibit G – (not used)
Exhibit H - Policy on Utilization – Historically Underutilized Businesses
Exhibit I - Commissioning Implementation Program
Exhibit J - Additional Services Proposal Form
Exhibit K - Adjustment to Basic Services Compensation
Exhibit L - Anticipated Programming Deliverables
Exhibit M - Schematic Design Deliverables
Exhibit N - Design Development Deliverables
Exhibit O - Construction Document Deliverables

Section 5.2

A/E Exhibits

EXHIBIT A

FACILITIES PROGRAM / DUE DILIGENCE

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. Supplemental 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.

<i>Activity:</i>	<i>Date Completed:</i>
Owner Approves Facility Program Phase	9/30/2008
Selection of the Contractor (or CM)	TBD
Schematic Design Phase	
Authorize A/E Start	12/8/2008
Submit for Owner Review 95%	TBD
Joint Review for Owner Comments	TBD
Owner Approves Schematic Design	12/19/2008
Design Development Phase	
Authorize A/E Start	12/22/2008
Submit for Owner Review, AE 95%	TBD
Joint Review for Owner Comments	TBD
Owner Approves DD Documents	1/2/2009
Owner Approves Guaranteed Maximum Price Phase	5/29/2009
Construction Documents Phase	
Authorize AE to Start	1/5/2009
A/E Submit 50% CD's for Owner Review	1/16/2009
Joint Review for Owner Comments	2/6/2009
A/E Submit 75% CD's for Review	2/13/2009
Joint Review for Owner Comments	2/20/2009
A/E Submit 100% CD's for Review	
Joint Review for Owner Comments	3/13/2009
Owner Approves 100% Construction Documents	3/27/2009
Construction Phase Activities	
NTP for Construction	5/29/2009
Project Substantial Completion	11/27/2009

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:

The University of Texas Southwestern Medical Center at Dallas
Director of Capital Improvements
5323 Harry Hines Blvd.
Dallas, Texas 75390-8543

Project Name :
Project Stage Name :
Institution :
A/E Project No. :
~~OPEC~~ 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:

<u>Phase</u>	<u>Fee</u>	<u>Fee</u>	<u>Complete</u>	<u>Total</u>
		<u>Amount</u>		<u>Earned</u>
				<u>To Date</u>
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. SUPPLEMENTAL BASIC SERVICES

Services Performed to Date: (Append Supplemental Material)

<u>Services</u>	<u>Fee Amount</u>	<u>Complete</u>	<u>Total Due This Period</u>	<u>Total Earned To Date</u>
<i>List services here</i>	<i>\$ Not to exceed fee</i>	<i>%</i>	<i>\$</i>	<i>\$</i>
<i>From Art. 14.5.2</i>	<i>\$ Not to exceed fee</i>	<i>%</i>	<i>\$</i>	<i>\$</i>
	<i>\$ Not to exceed fee</i>	<i>%</i>	<i>\$</i>	<i>\$</i>
	<i>\$ Not to exceed fee</i>	<i>%</i>	<i>\$</i>	<i>\$</i>
Sub-Total	<u>\$</u>	<u>%</u>	<u>\$</u>	<u>\$</u>
Amount Previously Billed			deduct	<u>\$</u>
Net Amount Due This Statement				\$

III. ADDITIONAL SERVICES

Services Performed to Date: (Append Supplemental Material)

<u>AS Number/Title</u>	<u>Fee Amount</u>	<u>Complete</u>	<u>Total Due This Period</u>	<u>Total Earned To Date</u>
	<i>\$ Not to exceed fee</i>	<i>%</i>	<i>\$</i>	<i>\$</i>
	<i>\$ Not to exceed fee</i>	<i>%</i>	<i>\$</i>	<i>\$</i>
	<i>\$ Not to exceed fee</i>	<i>%</i>	<i>\$</i>	<i>\$</i>
	<i>\$ Not to exceed fee</i>	<i>%</i>	<i>\$</i>	<i>\$</i>
Sub-Total	<u>\$</u>	<u>%</u>	<u>\$</u>	<u>\$</u>
Amount Previously Billed			deduct	<u>\$</u>
Net Amount Due This Statement				\$

EXHIBIT D

IV. CHANGE ORDER SERVICES

Services Performed to Date (Append Supplemental Material)

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

Sub-Total % \$

Amount Previously Billed deduct \$

Net Amount Due This Statement \$

V. REIMBURSABLE EXPENSES

Expenses to Date (Append Summary Listing and Backup Supplemental Material)

<u>Type</u>	<u>Amount</u>	<u>Multiplier</u>	<u>Total Due This Period</u>	<u>Total Earned To Date</u>
<u>Basic and Supplemental Services</u>				
Travel	\$	[*.**]	\$	\$
Reproduction/Postage	\$	[*.**]	\$	\$
Consultant Mark-up	\$	[*.**]	\$	\$
Other	\$	[*.**]	\$	\$

Additional Services Number

AS#	\$	[*.**]	\$	\$
AS#	\$	[*.**]	\$	\$
AS#	\$	[*.**]	\$	\$
AS#	\$	[*.**]	\$	\$
AS#	\$	[*.**]	\$	\$

Sub-Total \$ \$

Amount Previously Billed deduct \$

Net Amount Due This Statement \$

Maximum Reimbursable Amount \$

EXHIBIT D

RECAPITULATION

	<u>Fee Amount</u>	<u>Net Amount Due This Statement</u>	<u>Total Earned To Date</u>
I. BASIC SERVICES	\$	\$	\$
II. SUPPLEMENTAL BASIC SERVICES	\$	\$	\$
III. ADDITIONAL SERVICES	\$	\$	\$
IV. CHANGE ORDER SERVICES	\$	\$	\$
V. REIMBURSABLE EXPENSES	\$	\$	\$
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)~~

Reviewed by UTSW Contract Administrator:

_____ Signature	_____ Date
--------------------	---------------

Approved by UTSW ~~OPPC~~ Project Manager:

_____ Signature	_____ 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 The University of Texas System (Owner) from any and all claims, liens or right to claim or lien, arising out of this Project under any applicable bond, law or statute.

Signature

Date

FINAL HUB PLAN

The HUB Plan form for final payment is included with this Final Payment Request.

Yes____ No ____

EXHIBIT H

POLICY ON UTILIZATION – HISTORICALLY UNDERUTILIZED BUSINESSES

(Exhibit H is included herein by reference)

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 University of Texas System 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 University of Texas System 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 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 Institution Project Managers 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 the Owner, T&B and the Institution 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, ~~OPPC~~, Institution, T&B and institution operations 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 the Owner, 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	INST.	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	INST.	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 OPPC 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
Organize O&M Manuals			X	X		
Organize and execute training program Observers		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
Review contractor's as-builts	X	X	X	X	X	
Develop preventative maintenance program for this building with U. T. S.W. 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	

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, setpoints, 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 the owner and OCP staff 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 University 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 University 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, number campus)

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.

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 BASIC SERVICES Fee:	\$ _____
Previous Additional Services Additions:	\$ _____
Previous Additional Services Deductions:	\$ _____
NET BALANCE Fee:	\$ _____
THIS Addition / Deduction:	\$ _____
ADJUSTED FEE:	\$ _____

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: _____

below)

Name: _____

Title: _____

Project Manager confirms:

HUB opportunities are probable: (check one

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

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:

<u>Work Area from Guidelines</u>	<u>Lead Responsibility</u>
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 M
SCHEMATIC DESIGN DELIVERABLE CHECKLIST

Project: _____

ITEM	SCHEMATIC DESIGN PHASE
<i>General Description</i>	• Scope of work narrative • Comparison of capacities (see "Building Interior" for area comparison) to program • List of applicable building codes on drawing title sheet • Building code review (describe means of compliance for major code issues and building systems). Demonstration of compliance with ASHRAE 90.1 (see SID-D) is specifically required • Life safety (egress) plans • List of anticipated building code variance requests • For projects with construction budget of over \$5 million, evaluation of anticipated sustainability performance (use LEED "Green Building Rating System") • For projects with a construction budget of over \$10 million, Energy Impact Statement as described in SID-D "Energy Conservation" Design Intent Document as described in SID-B "Design Intent Document"
<i>Specification</i>	• System & material narrative description
<i>Site</i>	• Site plans, to include the following: • Existing conditions • Demolition • Building outline(s) • Future expansion • Site entrance • Roads & driveways • Parking locations • Bus stop/shelter (if required) • Loading dock location • Waste/recycling collection locations • Walkway locations • Stairway locations • Emergency telephone locations • Utility requirements • Site utilities • Preliminary grading plan • Soil retention work, if needed • Storm water management plan • Preliminary site lighting plan
<i>Landscaping</i>	• Existing conditions • Landscaping concept • Existing irrigation
<i>Structural</i>	• Structural scheme

	• Written description
<i>Building Exterior Envelope</i>	• Typical elevations • Fenestration layout • Material designations • Overall building cross-sections • Roof layout • Energy code requirements
<i>Building Interior</i>	• Typical floor plans (min 1/16" scale) w/ legends • Demolition • All room numbers (comply with Design Guidelines Section 10400) • Area use identification & area in square ft. • Mechanical, electrical & other service closets & rooms • Circulation paths • Area tabulations compared to program requirements • Show flexibility for expansion & alterations • Preliminary layout of major spaces w/ fixed equipment
<i>Elevators</i>	• Elevator locations • Equipment room locations
<i>HVAC</i>	• Identify all systems • One-line diagrams for each air, hydronic, steam, condensate and all other HVAC related systems, and other materials as required to describe the fundamental design concept for all mechanical systems • Indication of the amount of redundancy for all major pieces of mechanical equipment, e.g. "two pumps 100% capacity each" • Major equipment locations • Air intake & discharge locations • Gross HVAC zoning, and typical individual space zoning (e.g. VAV boxes per office =?) • Mechanical legend • Special occupancy zones
<i>Plumbing and piping</i>	• One-line (riser) diagrams for every plumbing system (e.g. domestic water, sanitary, storm, gas, RODI, etc.) and other materials as required to describe the fundamental design concept for all plumbing systems • Indication of the amount of redundancy for all major pieces of mechanical equipment, e.g. "two pumps 100% capacity each" Main water supply, storm, and sanitary leads • Major equipment locations • Plumbing legend • Restroom location(s)
<i>Fire Protection (Mechanical)</i>	• One-line diagrams for each fire protection system, and other materials as required to describe the fundamental design concept for all fire protection systems • Report documenting adequacy of utility • Connection to utility • Location of fire pump and controller, jockey pump and sprinkler valves • Sprinkler legend • Optional F.P. systems

<i>Lighting</i>	• Electrical symbols legend • General drawing notes • General photometric levels • Fixture, lamp, and controls descriptions • Preliminary interior lighting plans • Preliminary outdoor lighting plans
<i>Electrical Power Distribution</i>	• Electrical demolition • One-line diagrams with equipment ratings • Manhole, duct bank, and building entry locations • Exterior equipment locations • Substation, generator and ATS descriptions • Substation, generator, and electric room locations • Preliminary substation and generator room plans • Panel numbering scheme
<i>Fire Alarm</i>	• System description • FA panel locations • MOSCAD panel location • Preliminary FA device and appliance location plans
<i>Communications (Including voice, data & video systems)</i>	• Manhole, duct bank , and building entry locations • Building Entrance (BE) and local Telephone Room (TR) locations • Riser diagram • Preliminary cable tray plans
<i>Security (including CCTV and Card Access Control Systems)</i>	• System descriptions • Panel locations • Preliminary device location plans
<i>A/V and Special Systems</i>	• System descriptions • Panel locations • Preliminary device location plans
<i>Other Graphics</i>	• Renderings, models, or other graphics as necessary to clearly present concept
<i>Cost</i>	• Preliminary cost estimate. For projects with cost greater than \$500,000, use format described in UTSW Design Guidelines SID-P “Project Estimates”

The above listed Schematic Design deliverables have been completed.

(Name, Title)
(AE Firm)

Date: _____

EXHIBIT N

DESIGN DEVELOPMENT DELIVERABLE CHECKLIST

Project: _____

ITEM	DESIGN DEVELOPMENT PHASE
<i>General Description</i>	• Description of construction phasing • Description of any proposed occupancy within construction area • For projects with a construction budget of between \$2 million and \$10 million, energy impact statement as described in UTSW Design Guidelines SID-D "Energy Conservation"(required at DD phase only) • Description of water & vapor characteristics of roof & exterior walls
<i>Specification</i>	• Outline or preliminary specifications indicating project specific features of major equipment as well as component materials, e.g. "welded Schedule 40 steel pipe", "quarter sawn oak", etc. w/ same section numbering as final specification
<i>Site</i>	• General dimensions & elevations • Permanent exterior signage • Parking/roadway plans & elevations • Vehicle & pedestrian traffic controls (if required) • Grading plan • Site lighting plans, simulations, specifications, equipment cut sheets and photometrics • Concept details of site fixtures & equipment • Utility plans, elevations & details for local governing agency approval • Sanitary sewer flow calculations for OSEH approval • Plan to address existing hazardous/contaminated materials, if applicable • Soil erosion and sedimentation control plan (for both construction and occupancy) • Soil erosion and sedimentation control "Design & Review Checklist" • Dewatering plan
<i>Landscaping</i>	• Planting plan • Irrigation plan
<i>Structural</i>	• Foundation plan • Typical floor framing plan • Framing plans at unique features • Main member sizing • Structural sections
<i>Building Exterior Envelope</i>	• All building elevations w/dimensional heights • Typical wall sections • Parapet & coping details • Roof & drainage plan • Exterior door details • Typical window details • Details of unique features • Expansion joint locations • Large scale building cross-sections
<i>Building Interior</i>	• All floor plans (min 1/16" scale) • Enlarged plans at elevation changes (such as stairs

	• Enlarged plans at toilet rooms • Reflected ceiling plans • Wall types, fire ratings, smoke control zones • Plan to address existing hazardous materials, if applicable • Fixed seating • Defined seating, serving, & kitchen facilities • Equipment & furniture layouts • Important interior elevations • Details of unique features • Details of fixed equipment • Preliminary finish schedule • Preliminary door schedule • Informational signage
<i>Elevators</i>	• Elevator shaft section • Equipment description
<i>HVAC</i>	• Overall building air flow diagram indicating air handlers, exhaust fans, duct risers, and duct mains • Plans indicating shaft, chase, recess requirements • Duct layout for typical spaces • Equipment schedules (major equipment) • Equipment locations (w/enlarged mechanical plan(s)) • Indication of typical locations of fire dampers, smoke dampers, and combination F/S dampers • Control diagrams (concept form) for all mechanical and plumbing systems • Outline of major control sequences of operation • M/E smoke control schemes • Preliminary floor plans of mechanical rooms w/all components and required service access areas drawn to scale • Preliminary calculations • Meter locations and types
<i>Plumbing and piping</i>	• Updated design criteria for each plumbing system (including set points, water quality levels, etc.) • Preliminary piping plans (domestic & process) with indication of required service access areas • Meter locations • Back flow prevention locations • Fixture schedules, to include lab fixtures • Equipment schedules (major equipment) • Preliminary floor plans of mechanical rooms w/all components and required service access areas drawn to scale
<i>Fire Protection (Mechanical)</i>	• Location of test headers and fire department connections • Preliminary piping plans • Preliminary floor plans of mechanical rooms w/all components and required service access areas drawn to scale • Fire pump sizing calculations

<i>Lighting</i>	• Typical interior lighting and control plans • Outdoor lighting and control plans • Fixture types and schedule • Control system and control device descriptions • Typical photometric calculations • Dimming, daylighting and low voltage control zones • Documentation of Energy Code compliance
<i>Electrical Power Distribution</i>	• Manhole, duct bank, and building entry plans and details • Normal power riser diagram with circuit breaker, fuse, conduit and wire sizes • Emergency power riser diagram with circuit breaker, fuse, conduit and wire sizes • Grounding riser diagram • Fault current and coordination studies used to specify equipment ratings • Substation standard details • List of equipment on emergency power • Electrical load calculations • Panel schedules • Typical panel arc flash and color code labels • Electrical equipment location plans • Typical electrical outlet location plans • Plan for temporary power during construction
<i>Fire Alarm</i>	• Riser diagram • MOSCAD standard detail • FA panel, device and appliance location plans
<i>Communications (Including voice, data & video systems)</i>	• BE and TR locations, sizes, and door swings • Backboard locations in BE and TR's • Raceway and grounding riser diagrams • Conduit and cable tray plans with conduit and cable tray sizes • Material cut-sheets • List of equipment to share telecom rooms • BE and TR heat loads • Typical voice, data and video outlet location plans • Emergency phone locations and types (wall or pedestal) • Courtesy phone locations
<i>Security (including CCTV and Card Access Control Systems)</i>	• Riser diagrams • Equipment location plans • Security office layout • Card access control equipment closet layout and elevations
<i>A/V and Special Systems</i>	• Riser diagrams • Equipment descriptions • A/V equipment location plans • Clock and other equipment location plans
<i>Other Graphics</i>	• Updated renderings, models and graphics required only as appropriate for design development

All Schematic Design deliverables plus all Design Development Deliverables listed above have been completed.

(Name, Title)
(AE Firm)

Date: _____

EXHIBIT O
CONSTRUCTION DOCUMENT DELIVERABLE CHECKLIST

Project: _____

ITEM	CONSTRUCTION DOCUMENT PHASE
<i>General Description</i>	• Documentation on drawings as required by building codes (specifically to include indication of maximum allowable number of people in each room) • List of all code variances (on drawings cover sheet) • If multiple bid packages, clear indication of scope of each release • Identification of construction phasing, including temporary requirements during each phase • When requested by the UTSW Design Manager, electronic Microstation or AutoCAD files (with or without the Design Professional's title block) of CD Phase drawings for use by UTSW or the Construction Manager as backgrounds for special construction bid packs (e.g. telephone/data and audio/visual wiring bid packs)
<i>Specification</i>	• Complete specification including draft front end documents • List of items which are sole-sourced or dual-sourced and justification for not specifying three acceptable products • For items listed in UTSW's "Preferred Manufacturers List", a table of specified items that are NOT indicated in UTSW's PML, and the justification for specifying these items • For door hardware sets that require electricity, indicate the proposed sequence of operations for the hardware
<i>Site</i>	• Extent of construction area • Area traffic plan, if existing roads/walks are impacted • Site development phasing • Construction site access • Staging area • Construction signage • Site details, including hardscape • Profiles for underground utilities • Pipe sizes • Connection details • Copy of local government review comments on utilities and modifications in right(s)-of-way
<i>Landscaping</i>	• Protection for existing trees and significant plantings during construction • Soil preparation & planting specifications • Guying diagrams • Piping diagrams • Pipe sizes • Landscape and irrigation details and legends
<i>Structural</i>	• Definition of control joints • Beam, column & slab schedules • Mechanical and electrical concrete house keeping pads • Foundation details • Structural details • Structural notes • Structural calculations

<i>Building Exterior Envelope</i>	• Roof-mounted equipment • Roof details • Exterior details • Flashing details • Control joint definition & details
<i>Building Interior</i>	• Dimensioned floor plans • Enlarged plans • Partition details • Interior details • Interior elevations • Finish schedules • Door & hardware schedules • Room signage • Schedule of proposed movable equipment that is NOT indicated on documents (for reference) • Schedule of lab fixtures (turrets, etc.), if applicable
<i>Elevators</i>	• Dimensioned plans • Sections & details of hydraulic cylinder, if applicable • Description of shaft sump pits • Elevator car & equipment support details • Description of controls & fixtures • Door & frame details • Interior details including lighting
<i>HVAC</i>	• Detailed piping and duct design with all sizes indicated • Floor plans w/ all components and required service access areas drawn to actual scale. On the plans, indicate duct sizes and air flow quantities relative to each room, including CFM in and out of all doors. Indicate location of control panels • Lab air valves and volume control boxes (note that each is to be identified by a unique number assigned by the engineer). Provide a schedule that indicates the control sequence that applies to each room (room #, room descriptor, control sequence #) • Detailed floor plans of mechanical rooms w/ all components and required service access areas drawn to actual scale • Cross-sections through mechanical rooms and areas where there are installation/coordination issues (tight space, zoning of utilities). Indicate required service access areas • In common mechanical space, indication of space zoning by system • Connection to fire alarm & campus control systems • Equipment details, including structural support requirements • Penetration/sleeve details • Installation details • Duct construction schedule (on the drawings), indicating materials and pressure class for each duct system • Detailed controls drawings, including clear differentiation of trade responsibility for control, fire, and control power wiring • Detailed sequences of operation including the specific setpoints for all control loops that will result in attainment of the required design criteria, as well as alarm setpoints and time delays • Design calculations

<i>Plumbing and iping</i>	• Water riser diagram, including assumed fixture counts per floor connection • Waste and vent riser diagrams including assumed fixture counts per floor connection • Foundation drains • Detailed piping design with all pipe sizes indicated • Typical plumbing details, including structural support requirements • Water heating piping details • Penetration/sleeve details • Design calculations
<i>Fire Protection (Mechanical)</i>	• Fire protection service entrance details • Fire protection plans (incl. header and riser layout) with indication of any required service access areas • Detailed piping design with all major pipe sizes indicated • Location of all sprinkler zone valves, drains, and fire hose connections • Zoning extents, for areas where the contractor will size the piping • Typical sprinkler installation details, including structural support details • Penetration/sleeve details • Design calculations
<i>Lighting</i>	• Interior and exterior lighting plans, including control systems and devices, lighting panels, switching and circuiting • Lighting control system schematics and wiring diagrams • Lighting control system detailed sequences of operation • Installation details, including structural support details • Normal lighting photometric calculations • Emergency lighting photometric calculations on 2' grid for State BFS approval • General notes on conduit and wire sizes for lighting branch circuits
<i>Electrical Power Distribution</i>	• Details of power service to building • Power plans, including primary cable raceways, feeder conduits, electrical loads, duplex and special receptacles, and circuiting • Emergency power system plans, controls, and details • Connections to other building systems, including fire alarm and HVAC systems • Details of non-standard electrical installations • Conduit and wire sizes for services, feeders, and special branch circuits • General notes on conduit and wire sizes for 20 amp single phase branch circuits • Notes identifying locations of separate and shared neutrals • MCC elevations • Grounding details • Roof and floor penetration details • Settings for Contractor-furnished electrical equipment
<i>Fire Alarm</i>	• Detailed FA panel, device and appliance location plans including duct detectors, fire/smoke dampers, sprinkler flow and tamper switches, monitor and control modules, door hold-opens, door lock releases, etc. • Strobe light candela ratings • General notes on conduit and wire sizes • Details of connections to HVAC, fire pump, fire suppression, door hold-open, door lock, and MOSCAD systems • Detailed sequences of operation

<i>Communications (Including voice, data & video systems)</i>	• Detailed voice, data and video outlet locations • Details of telecommunications service to the building • Floor box schedule • Conduit, outlet box and floor box installation details • Power outlet locations in the BE and TR's • Locations of non-telecom equipment in the BE and TR's
<i>Security (including) CCTV and Card Access Control Systems)</i>	• Detailed equipment location plans • Equipment schedules • Concealed and exposed raceways • Wiring diagrams • Installation details • Detailed sequences of operation
<i>A/V and Special Systems</i>	• Detailed equipment location plans • Equipment schedules • Wiring diagrams • Installation details (including cabinets, hangers, and connection boxes) • Detailed sequences of operation
<i>Other Graphics</i>	• Updated renderings, models and graphics required only as appropriate for construction document preparation
<i>Check Set</i>	• Complete set that indicates all the A/E coordination revisions that were included in the 100% CD drawings. • This check set shall include Project Manual Review Comments.

All Schematic Design deliverables plus all Design Development Deliverables plus all Construction Document Deliverables listed above have been completed.

(Name, Title)
(AE Firm)

Date: _____

REVISIONS

[illegible]

Section 5.3
Exhibit H: Policy on Utilization Historically
Underutilized Businesses

THE UNIVERSITY OF TEXAS
SOUTHWESTERN MEDICAL CENTER AT DALLAS
September 1, 2007

EXHIBIT H

POLICY ON UTILIZATION HISTORICALLY UNDERUTILIZED BUSINESSES

PROFESSIONAL SERVICES



The University of Texas Southwestern Medical Center at Dallas
Policy on Utilization of Historically Underutilized Businesses (HUBs)

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The University of Texas Southwestern Medical Center at Dallas

POLICY ON UTILIZATION OF HISTORICALLY UNDERUTILIZED BUSINESSES (HUBs)

Introduction

In accordance with the Texas Government Code, Sections 2161.181-182 and Title 34, Section 20.11 of the Texas Administrative Code (TAC), The Board of Regents of the University of Texas System, acting through the Office of HUB Development shall make a good faith effort to utilize Historically Underutilized Businesses (HUBs) in contracts for construction services, including professional and consulting services; and commodities contracts. The HUB Rules, promulgated by the Texas Comptroller of Public Accounts (the “Texas Comptroller”), set forth in 34 TAC Sections 20.11-20.28, encourage the use of HUBs by implementing these policies through race-, ethnic- and gender-neutral means.

The purpose of the HUB Program is to promote full and equal business opportunities for all businesses in State contracting in accordance with the following goals as specified in the State of Texas Disparity Study:

- **11.9% for heavy construction other than building contracts;**
- **26.1% for all building construction, including general contractors and operative builders contracts;**
- **57.2% for all special trade construction contracts;**
- **20% for professional services contracts**
- **33% for all other services contracts, and**
- **12.6% for commodities contracts.**

The University of Texas System shall make a good faith effort to meet or exceed these goals to assist HUBs in receiving a portion of the total contract value of all contracts that U. T. System expects to award in a fiscal year. The University of Texas System may achieve the annual program goals by contracting directly with HUBs or indirectly through subcontracting opportunities in accordance with the Texas Government Code, Chapter 2161, Subchapter F.

SUMMARY OF REQUIREMENTS Historically Underutilized Business (HUBs) Subcontracting Plan

It is the policy of The University of Texas System and each of its component institutions, to promote and encourage contracting and subcontracting opportunities for Historically Underutilized Businesses (HUBs) in all contracts. Accordingly, The University of Texas System has adopted “**EXHIBIT H, Policy on Utilization of Historically Underutilized Businesses**”. The Policy applies to all contracts with an expected value of \$100,000 or more. The Board of Regents of The University of Texas System is the contracting authority.

1. In all contracts for professional services, contracting services, and/or commodities with an expected value of \$100,000 or more, The University of Texas System (“U. T. System” or the “University”) will indicate in the purchase solicitation (e.g. RFQ, RFP, or CSP) whether or not U. T. System has determined that subcontracting opportunities are probable in connection with the contract. A HUB Subcontracting Plan is a required element of the architect, contractor or vendor Response to the purchase solicitation. The HUB Subcontracting Plan shall be developed and administered in accordance with the Policy. **Failure to submit a required HUB Subcontracting Plan will result in rejection of the Response.**
2. If subcontracting opportunities are probable, U. T. System will declare such probability in its invitations for bids, requests for proposals, or other purchase solicitation documents, and shall require submission of the appropriate HUB Subcontracting Plan with the Response.
 - a. When subcontracting opportunities are probable, and the Respondent proposes to subcontract any part of the work, the Respondent shall submit a **HUB Subcontracting Plan as prescribed by the Texas Comptroller** identifying subcontractors **[[34 TAC §20.14 (d) (1)(A)(B)(C)(D)(2)(A)(B)(C)(D)(E)(3)(A)(B)].**
 - b. When subcontracting opportunities are probable, but the Respondent can perform such opportunities with its employees and resources, the Respondent’s HUB Subcontracting Plan shall include **the Self Performance HUB Subcontracting Plan, Section 9 – Self Performance Justification as the HUB Subcontracting Plan (HSP). [34 TAC §20.14 (d)(4)(A)(B)(C)(D)].**
3. If subcontracting opportunities are not probable, U. T. System will declare such probability in its invitations for bids, requests for proposals, or other purchase solicitation documents and shall require submission of the appropriate HUB Subcontracting Plan with the Response.
 - a. When subcontracting opportunities are not probable, and the Respondent proposes to perform all of the work with its employees and resources, the Respondent shall submit a HUB Subcontracting Plan that includes **the Self Performance HUB Subcontracting Plan, Section 9 – Self Performance Justification as the HUB Subcontracting Plan (HSP).**
 - b. When subcontracting opportunities are not probable, but the Respondent proposes to subcontract any part of the work, the Respondent shall submit a **HUB Subcontracting Plan as prescribed by the Texas Comptroller** identifying subcontractors.
4. Respondents shall follow, but are not limited to, procedures listed in the Policy when developing a HUB Subcontracting Plan.
5. In making a determination whether a good faith effort has been made in the development of the required HUB Subcontracting Plan, U. T. System shall follow the procedures listed in the Policy. If accepted by the University, the HUB Subcontracting Plan shall become a provision of the Respondent's contract with the University of Texas System. **Revisions necessary to clarify and enhance information submitted in the original HUB subcontracting plan may be made in an effort to determine good faith effort. Any revisions after the submission of the HUB Subcontracting Plan shall be approved by the HUB Coordinator.**

6. **Competitive Sealed Proposals (CSPs)** Respondents shall submit a HUB Subcontracting Plan (packaged separately) twenty-four (24) hours following the Response submission date and time or as prescribed by the project manager.
7. **D/B and CM@Risk Responses:** Respondents to a “design build” or “construction manager-at-risk” purchase solicitation shall include the Letter of HUB Commitment in their Response attesting that the Respondent has read and understands the Policy on Historically Underutilized Businesses (HUBs), and a HUB Subcontracting Plan for all preconstruction and construction services includes **HUB Subcontracting Plan as prescribed by the Texas Comptroller specific to construction services identifying first, second and third tier subcontractors.** Respondents proposing to perform Part I services with their own resources and employees shall submit, as part of their HSP, **the Self Performance Justification.**
8. **D/B and CM@Risk HUB Contract Requirements:** Contractors engaged under design-build and construction manager-at-risk contracts shall submit a HUB Subcontracting Plan for all Construction Phase Services, and, must further comply with the requirements of this Policy by developing and submitting a HUB Subcontracting Plan for each bid package issued in buying out the guaranteed maximum or lump sum price of the Project. The HUB Subcontracting Plans shall identify first, second and third tier subcontractors.
9. The University of Texas System shall reject any Response that does not include a fully completed HUB Subcontracting Plan, as required. **An incomplete HUB Subcontracting Plan is considered a material failure to comply with the solicitation for proposals.**
10. Changes to the HUB Subcontracting Plan. Once a Respondent’s HUB Subcontracting Plan is accepted by U. T. System and becomes a provision of the contract between Respondent and U. T. System, the Respondent can only change that HUB Subcontracting Plan if (a) the Respondent complies with 34 TAC Section 20.14; (b) the Respondent provides its proposed changes to U. T. System for review; (c) U. T. System (including U. T. System’s HUB Coordinator) approves Respondent’s proposed changes to its HUB Subcontracting Plan; and (d) U. T. System and the Respondent amend their contract (via a writing signed by authorized officials of both parties) in order to replace the contract’s existing HUB Subcontracting Plan with a revised HUB Subcontracting Plan containing the changes approved by U. T. System.
11. Expansion of Work. If, after entering into a contract with a Respondent as a result of a purchase solicitation subject to the Policy, U. T. System wishes to expand the scope of work that the Respondent will perform under that contract through a change order or any other contract amendment (the “Additional Work”), U. T. System will determine if the Additional Work contains probable subcontracting opportunities not identified in the initial purchase solicitation for that contract. If U. T. System determines that probable subcontracting opportunities exist for the Additional Work, then the Respondent must submit to U. T. System an amended HUB Subcontracting Plan covering those opportunities that complies with the provisions of 34 TAC Section 20.14. Such an amended HUB Subcontracting Plan must be approved by U. T. System (including U. T. System’s HUB Coordinator) before (a) the contract may be amended by U. T. System and the Respondent to include the Additional Work and the amended HUB Subcontracting Plan and (b) the Respondent performs the Additional Work. If a Respondent subcontracts any of the additional subcontracting opportunities identified by U. T. System for any Additional Work (i) without complying with 34 TAC Section 20.14 or (ii) before U. T. System and that Respondent amend their contract to include a revised HUB Subcontracting Plan that authorizes such subcontracting, then the Respondent will be deemed to be in breach of its contract with U. T. System. As a result of such breach, U. T. System will be entitled to terminate its contract with the Respondent, and the Respondent will be subject to any remedial actions provided by Texas law, including those set forth in Chapter 2161, Texas Government Code, and 34 TAC Section 20.14.

University may report a Respondent's nonperformance under a contract between that Respondent and U. T. System to the Texas Comptroller in accordance with 34 TAC Sections 20.101 through 20.108.

12. A Response may state that the Respondent intends to perform all the subcontracting opportunities with its own employees and resources in accordance with the Policy. However, if such a Respondent enters into a contract with U. T. System as a result of such a Response but later desires to subcontract any part of the work set forth in that contract, before the Respondent subcontracts such work it must first change its HUB Subcontracting Plan in accordance with the provisions of Section 10 above .
13. The University of Texas System shall require a professional services firm, contractor or vendor to whom a contract has been awarded to report the identity and the amount paid to its subcontractors on a monthly basis using **a HUB Subcontracting Plan (HSP) Prime Contractor Progress Assessment Report (PAR)** as a condition for payment.
14. If the University determines that the successful Respondent failed to implement an approved HUB Subcontracting Plan in good faith, U.T. System, in addition to any other remedies, may report nonperformance to the Texas Comptroller in accordance with 34 TAC, Section 20.14, (d) (13) related remedies of nonperformance to professional services firms, contractor, and vender implementation of the HUB Subcontracting Plan.
15. In the event of any conflict between this "Summary of Requirements" and the remainder of the HUB Policy, the remainder of the HUB Policy will control.
16. These requirements, including the attachments referred to above, may be downloaded over the Internet from <http://www.utsystem.edu> For additional information contact Lynda Dyess, Director for HUB Programs, The University of Texas System Administration, 512/499-4724.

Professional Services HSP
Summary of Attachments Required from Respondents

	Letter of Transmittal Page 8	Letter of HUB Commitment Page 9	HUB Subcontracting Plan (HSP) Pages 10-12	Progress Assessment Report (PAR) Page 13
1. UT SYSTEM DETERMINES THAT SUBCONTRACTING OPPORTUNITIES ARE PROBABLE.				
1. A. Respondent Proposes Subconsultants: Attachments required from the Respondent for the HUB Subcontracting Plan if the solicitation states that <u>subcontracting opportunities are probable</u> .	X		X	
1. B. Respondent Proposes Self-Performance: Attachments required from the Respondent for the HUB Subcontracting Plan if the solicitation states that <u>subcontracting opportunities are probable</u> , but the Respondent can perform such opportunities with its employees and resources.	X		X	
2. UT SYSTEM DETERMINES THAT SUBCONTRACTING OPPORTUNITIES ARE NOT PROBABLE.				
2. A. Respondent Proposes Self-Performance: Attachments required from the Respondent for the HUB Subcontracting Plan if the solicitation states that <u>subcontracting opportunities are not probable</u> , but the Respondent can perform such opportunities with its employees and resources.	X		X	
2. B. Respondent Proposes Subconsultants: Attachments required from the Respondent for the HUB Subcontracting Plan if the solicitation states that <u>subcontracting opportunities are not probable</u> but the Respondent proposes to subcontract any part of the work.	X		X	
3. Indefinite Duration/Indefinite Quantity Contracts: Submit with initial qualifications. Attachments required from the Respondent prior to contract execution for each contract associated with a solicitation for miscellaneous services.		X	X	
4. Changes in the HUB Subcontracting Plan After Award: Attachments required from the Respondent to whom a contract has been awarded if it desires to make changes to the approved HUB Subcontracting Plan.			X	
5. Reporting: Progress Assessment Report (PAR) required with all payment requests. The submittal of this attachment is a condition of payment.				X

(RESPONDENT'S BUSINESS LETTERHEAD)

Date

Mr. Robert Butler
The University of Texas Southwestern Medical Center at Dallas
5323 Harry Hines Blvd.
Dallas, Texas 75390-9099

Re: Historically Underutilized Business Plan for (Project Title)
Project Number ____ - ____

Dear Mr. Butler,

In accordance with the requirements outlined in the specification section "HUB Participation Program," I am pleased to forward this HUB Subcontracting Plan as an integral part of our response in connection with your invitation for Request for Qualifications referencing the above project.

I have read and understand The University of Texas System Policy on Utilization of Historically Underutilized Businesses (HUBs). I also understand the State of Texas Annual Procurement Goal according to 34 Texas Administrative Code Section 20.13 is 20% for professional services contracts.

This HUB Subcontracting Plan includes ____ Subcontracting Opportunities [*refer to Section 2, page 10*] representing ____ (no. of subconsultants) subconsulting disciplines with a total dollar value of _____. These figures represent a cumulative percentage of ____%, representing ____% for minority-owned HUBs and ____% for women-owned HUBs. When a HUB is owned by minority women, I have classified that HUB as minority-owned rather than women-owned.

I understand the above HUB percentages must represent Texas Comptroller HUB certification standards. For each of the listed HUB firms, I have attached a Texas Comptroller Certification document, or, if the HUB is certified by another Texas Comptroller approved certifying agency, a copy of their approved certification document.

By completion of Section 8 of the HUB Subcontracting Plan, I affirm my intent to utilize the subconsultants selected to perform the scope of work to be subcontracted.

Should we discover additional subconsultants claiming Historically Underutilized Business status during the course of this contract we will notify you of the same. In addition, if for some reason a HUB is unable to fulfill its contract with us, we will notify you immediately in order to take the appropriate steps to amend this contractual obligation.

Sincerely,

(Project Executive)

cc: Project Manager

(BUSINESS LETTERHEAD)

Date

Mr. Robert Butler
The University of Texas Southwestern Medical Center at Dallas
5323 Harry Hines Blvd.
Dallas, TX 75390-9099

Re: Historically Underutilized Business Plan for (Project Title)
Project Number ____ - ____

Dear Mr. Butler:

In accordance with the requirements outlined in the specification section "HUB Participation Program," I am pleased to forward this HUB Subcontracting Plan as an integral part of our proposal in connection with your invitation for request for proposals, referencing Project Number _____.

I have read and understand The University of Texas System Policy on Utilization of Historically Underutilized Business (HUB)s.

Good Faith Effort will be documented with each contract and will contain a Letter of Transmittal and HUB Subcontracting Plan with each contract solicited. An updated HUB Plan will be submitted prior to the execution of each contract process. Documentation of subconsulted work will be provided with each pay request.

Sincerely,

Contractor's Name

cc: Project Manager



HUB SUBCONTRACTING PLAN (HSP)

In accordance with Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, respondents, including State of Texas certified Historically Underutilized Businesses (HUBs), must complete and submit a State of Texas HUB Subcontracting Plan (HSP) with their solicitation response.

NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Gov't Code §2161.252(b).

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the State of Texas Disparity Study. The HUB goals defined in 34 TAC §20.13 are: *11.9 percent for heavy construction other than building contracts, 26.1 percent for all building construction, including general contractors and operative builders contracts, 57.2 percent for all special trade construction contracts, 20 percent for professional services contracts, 33 percent for all other services contracts, and 12.6 percent for commodities contracts.*

- - Agency Special Instructions/Additional Requirements - -

- **Respondents shall submit a completed HUB Subcontracting Plan (HSP) to be considered responsive (pages 10, 11 & 12). Failure to submit a completed HSP shall result in the bid, proposal or other expression of interest to be considered NON-responsive.**
- **Respondents who intend to Self-Perform all of their work shall submit an HSP for Self-Performance (pages 10, 11, & 12).**
- **HUB Subcontracting Plan (HSP) Prime Contractor Progress Assessment Report (PAR) shall be submitted with each request for payment as a condition of payment.**

SECTION 1 - RESPONDENT AND SOLICITATION INFORMATION

- a. Respondent (Company) Name: _____ State of Texas VID #: _____
Point of Contact: _____ Phone #: _____
- b. Is your company a State of Texas certified HUB? ☐ - Yes ☐ - No
- c. Solicitation #: _____

SECTION 2 - SUBCONTRACTING INTENTIONS

After having divided the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, the respondent must determine what portion(s) of work, including goods or services, will be subcontracted. Note: In accordance with 34 TAC §20.12., a "Subcontractor" means a person who contracts with a vendor to work, to supply commodities, or contribute toward completing work for a governmental entity. Check the appropriate box that identifies your subcontracting intentions:

- ☐ - Yes, I will be subcontracting portion(s) of the contract.
(If Yes, in the spaces provided below, list the portions of work you will be subcontracting, and go to page 2.)
- ☐ - No, I will not be subcontracting any portion of the contract, and will be fulfilling the entire contract with my own resources.
(If No, complete SECTION 9 and 10.)

Line Item # - Subcontracting Opportunity Description	Line Item # - Subcontracting Opportunity Description
(#1) -	(#11) -
(#2) -	(#12) -
(#3) -	(#13) -
(#4) -	(#14) -
(#5) -	(#15) -
(#6) -	(#16) -
(#7) -	(#17) -
(#8) -	(#18) -
(#9) -	(#19) -
(#10) -	(#20) -

*If you have more than twenty subcontracting opportunities, a continuation page is available at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/HUBSubcontractingPlanContinuationPage1.doc>

Enter your company's name here: _____ Solicitation #: _____

IMPORTANT: You must complete a copy of this page for each of the subcontracting opportunities you listed in SECTION 2. You may photocopy this page or download copies at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/HUBSubcontractingPlanContinuationPage2.doc>.

SECTION 3 - SUBCONTRACTING OPPORTUNITY

Enter the line item number and description of the subcontracting opportunity you listed in SECTION 2.

Line Item # _____ Description: _____

SECTION 4 - MENTOR-PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting their Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the portion of work (subcontracting opportunity) listed in SECTION 3, constitutes a good faith effort towards that specific portion of work. Will you be subcontracting the portion of work listed in SECTION 3 to your Protégé?

☐ - Yes (If Yes, complete SECTION 8 and 10.) ☐ - No / Not Applicable (If No or Not Applicable, go to SECTION 5.)

SECTION 5 - PROFESSIONAL SERVICES CONTRACTS ONLY

This section applies to Professional Services Contracts only. All other contracts go to SECTION 6.

Does your HSP contain subcontracting of 20% or more with HUB(s)?

☐ - Yes (If Yes, complete SECTION 8 and 10.) ☐ - No / Not Applicable (If No or Not Applicable, go to SECTION 6.)

In accordance with Gov't Code §2254.002, "Professional Services" means services: (A) within the scope of the practice, as defined by state law of accounting; architecture; landscape architecture; land surveying; medicine; optometry; professional engineering; real estate appraising; or professional nursing; or (B) provided in connection with the professional employment or practice of a person who is licensed or registered as a certified public accountant; an architect; a landscape architect; a land surveyor; a physician, including a surgeon; an optometrist; a professional engineer; a state certified or state licensed real estate appraiser; or a registered nurse.

SECTION 6 - NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

Complying with a, b and c of this section constitutes Good Faith Effort towards the portion of work listed in SECTION 3. After performing the requirements of this section, complete SECTION 7, 8 and 10.

- Provide written notification of the subcontracting opportunity listed in SECTION 3 to three (3) or more HUBs. Use the State of Texas' Centralized Master Bidders List (CMBL), found at <http://www2.cpa.state.tx.us/cmb/cmbhub.html>, and its HUB Directory, found at <http://www2.cpa.state.tx.us/cmb/hubonly.html>, to identify available HUBs. Note: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.
- Provide written notification of the subcontracting opportunity listed in SECTION 3 to a minority or women trade organization or development center to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. A list of trade organizations and development centers may be accessed at <http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/>. Note: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.
- Written notifications should include the scope of the work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. Unless the contracting agency has specified a different time period, you must allow the HUBs no less than five (5) working days from their receipt of notice to respond, and provide notice of your subcontracting opportunity to a minority or women trade organization or development center no less than five (5) working days prior to the submission of your response to the contracting agency.

SECTION 7 - HUB FIRMS CONTACTED FOR SUBCONTRACTING OPPORTUNITY

List three (3) State of Texas certified HUBs you notified regarding the portion of work (subcontracting opportunity) listed in SECTION 3. Specify the vendor ID number, date you provided notice, and if you received a response. Note: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.

Company Name	VID #	Notice Date (mm/dd/yyyy)	Was Response Received?
_____	_____	____/____/____	☐ - Yes ☐ - No
_____	_____	____/____/____	☐ - Yes ☐ - No
_____	_____	____/____/____	☐ - Yes ☐ - No

SECTION 8 - SUBCONTRACTOR SELECTION

List the subcontractor(s) you selected to perform the portion of work (subcontracting opportunity) listed in SECTION 3. Also, specify the expected percentage of work to be subcontracted, the approximate dollar value of the work to be subcontracted, and indicate if the company is a Texas certified HUB.

Company Name	VID #	Expected % of Contract	Approximate Dollar Amount	Texas Certified HUB?
_____	_____	____%	____\$	☐ - Yes ☐ - No*
_____	_____	____%	____\$	☐ - Yes ☐ - No*

*If the subcontractor(s) you selected is not a Texas certified HUB, provide written justification of your selection process below:

Enter your company's name here: _____

Solicitation #: _____

SECTION 9 - SELF PERFORMANCE JUSTIFICATION

(If you responded "No" to SECTION 2, you must complete SECTION 9 and 10.)

Does your response/proposal contain an explanation demonstrating how your company will fulfill the entire contract with its own resources?

- ☐ - Yes If Yes, in the space provided below, list the specific page/section of your proposal which identifies how your company will perform the entire contract with its own equipment, supplies, materials and/or employees.
- ☐ - No If No, in the space provided below, explain how your company will perform the entire contract with its own equipment, supplies, materials, and/or employees.

SECTION 10 - AFFIRMATION

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP are true and correct. Respondent understands and agrees that, if awarded any portion of the solicitation:

- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying their compliance with the HSP, including the use/expenditures they have made to subcontractors. (The PAR is available at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/progressassessmentrpt.xls>).
- The respondent must seek approval from the contracting agency prior to making any modifications to their HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to debarment pursuant to Gov't Code §2161.253(d).
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are to be performed and must provide documents regarding staff and other resources.

Signature

Printed Name

Title

Date



—

Update 8/13/2008

TEXAS MINORITY ORGANIZATIONS AND CONTACT LIST

Texas Association of Mexican American Chambers of Commerce

<u>Chamber</u>	<u>Address</u>	<u>City</u>	<u>Zip</u>	<u>Phone</u>	<u>Fax</u>	<u>Email</u>
Camara de Comercio Hispana de Amarillo	P.O. Box 1861	Amarillo	79105	806-379-8800	806-376-7873	cacha@cacha.org
Arlington Hispanic Chamber of Commerce	P.O. Box 2200	Arlington	76004	817-461-8815	817-795-9499	info@hispanic-chamber.org
Greater Austin Hispanic Chamber of Commerce	3000 S. IH 35, Ste 305	Austin	78704	512-476-7502	512-476-6417	member@hispanicaustin.com
Hispanic Chamber of Commerce of Greater Baytown	P.O. Box 815	Baytown	77522	281-422-6908	281-486-4802	www.baytownhcc.com
Bee County Area Hispanic Chamber of Commerce	1400 W. Corpus Christi, Ste 15	Beeville Corpus Christi	78102	361-362-6010	361-362-6019	
Corpus Christi Hispanic Chamber of Commerce	P.O. Box 5523	Christi	78465	361-887-7408	361-888-9473	www.cchispanicchamber.org
Greater Dallas Hispanic Chamber of Commerce	4622 Maple Ave, Ste 207	Dallas	75219	217-521-6007	214-520-1687	www.gdhcc.com
Denton Hispanic Chamber of Commerce	2412 Old North Rd., Ste 104	Denton	76205	940-484-0036	940-483-1939	
Eagle Pass Hispanic Chamber of Commerce	P.O. Box 3040	Eagle Pass	78852	830-757-2704	830-757-2703	
Edinburg Hispanic Chamber of Commerce	P.O. Box 4073	Edinburg	78540	956-383-5163	956-383-7111	
El Paso Hispanic Chamber of Commerce	201 E. Main Ste 100	El Paso	79901	915-566-4066	915-566-9714	cindyramosdavidson@ephcc.org
Fort Stockton Hispanic Chamber of Commerce	106 N. Main	Fort Stockton	79735	915-336-8536	915-336-2152	cashexpress@ftstockton.net
Fort Worth Hispanic Chamber of Commerce	1327 N. Main	Fort Worth	76106	817-625-5411	817-625-1405	www.fwhcc.org
Grand Prairie Hispanic Chamber of Commerce	114 NE 4th St.	Grand Prairie	75050	972-642-2621	972-642-4116	gphcc@aol.com
Harlingen Hispanic Chamber of Commerce	P.O. Box 530967	Harlingen	78553	956-421-2400	956-364-1879	hhcc@xanadu2.net
Houston Hispanic Chamber of Commerce	2900 Woodridge Dr. Ste 312	Houston	77087	713-644-7070	716-644-7377	www.houstonhispanicchamber.com
Kleberg County Hispanic Chamber of Commerce	111 N. 5th St.	Kingsville	78363	361-592-2708	361-592-8540	
Laredo Chamber of Commerce	P.O. Box 790	Laredo	78402	956-722-9895	956-791-4503	www.laredochamber.com
Caldwell County Hispanic Chamber of Commerce	P.O. Box 147	Lockhart	78644	512-507-9562	512-357-1472	www.lockharthispanicchamber.org
Lubbock Hispanic Chamber of Commerce	1302 Main, Ste 102	Lubbock	79401	806-762-5059	806-763-2124	www.lubbockhispanic.org
McAllen Hispanic Chamber of Commerce	P.O. Box 721025	McAllen	78504	956-928-0060	956-928-0073	www.mhcc.net
Midland Hispanic Chamber of Commerce	208 S. Marienfield Ste 100	Midland New	79701	432-682-2960	432-687-3972	www.midlandhcc.com
Greater Hispanic Chamber of Commerce of Comal County	1115 Mahan Circle	Braunfels	78130	512-428-1729	512-912-8499	
Mexican American Network of Odessa (MANO)	P.O. Box 2309	Odessa	79760	432-335-0250	432-337-6266	manoinc@nwol.net
Greater Pleasanton-Atascosa Hispanic Chamber of Commerce	Rt. 1, Box 55JF	Pleasanton	78064	210-824-9096	210-822-3636	
Golden Triangle Hispanic Chamber of Commerce	3046 Procter St	Port Arthur Rio Grande City	78642	409-983-1169	409-983-2329	www.gthcc.org
Rio Grande City Chamber of Commerce	P.O. Box 2	City	78582	956-487-3024	956-716-8560	
San Antonio Hispanic Chamber of Commerce	318 W. Houston Ste 300	San Antonio	78205	210-225-0462	210-225-2485	www.sahcc.org
San Marcos Hispanic Chamber of Commerce	P.O. Box 1051	San Marcos	78667	512-353-1103	512-353-2175	www.sanmarcoshispanic.com
Seguin-Guadalupe County Hispanic Chamber of Com	P.O. Box 1154	Seguin	78155	830-372-3151	830-372-3151	shcc@axs4u.net
Greater Victoria Hispanic Chamber of Commerce	221 S. Main	Victoria	77901	361-575-7100	361-575-7100	
Cen-Tex Hispanic Chamber of Commerce	501 Franklin Ste 806	Waco	76710	254-754-7111	254-754-3456	www.wacohispanicchamber.com

Texas Black Chambers of Commerce

<u>Chamber</u>	<u>Address</u>	<u>City</u>	<u>ZIP</u>	<u>Phone</u>	<u>Fax</u>	<u>Email</u>
Abilene Black Chamber of Commerce	P.O. Box 3572	Abilene	79604	915-673-4741	915-673-4743	blackcha@camalott.com
Acres Home Citizens Chamber of Commerce	6130 Wheatley St.	Houston	77091	713-692-7003	713-692-1183	afamnews@pdg.net
African American Chamber of Commerce of San Antonio	1717 N Loop 1604 East, Ste 220	San Antonio	78232	210-490-1624	210-490-5294	blackchamber@aol.com
African American Chamber of Commerce of Victoria	1501 E. Mockingbird, Ste 104	Victoria	77904	361-575-2061	361-570-3696	info@aaccv.com
Alamo City Chamber of Commerce	600 Hemisfair Plaza Way, #406-10	San Antonio	78205	210-226-9055	210-226-0524	info@alamocitychamber.org
Atlanta Negro Chamber of Commerce	P.O. Box 194	Atlanta	75551	903-796-9647	Call First	
Black Chamber of Commerce of Permian Basin	P.O. Box 1006	Odessa	79760	915-332-5812	915-333-7858	
Capitol City African American Chamber of Commerce	5407 N. IH 35, Ste 304	Austin	78723	512-459-1181	512-459-1183	
Central Texas African American Chamber of Commerce	P.O. Box 2516	Harker Heights	76548	254-698-7477	254-698-5991	mnch@vvm.com
Corpus Christi Black Chamber of Commerce	5658 Bear Lane	Christi	78408	361-298-2712	361-289-3006	tshadow@davlin.net
Dallas Black Chamber of Commerce	2838 Martin Luther King Jr. Blvd	Dallas	75216	214-421-5200	214-421-5510	rgates@dbcc.org
Denton Black Chamber of Commerce	602 S. Elm	Denton	76201	972-434-3811	940-382-9695	info@dentonblackchamber.org
El Paso Black Chamber of Commerce	109 N. Oregon, Ste 212	El Paso	79901	915-534-0570	915-534-0561	
Ennis Negro Chamber of Commerce	P.O. Box 1036	Ennis	75120	972-878-0068	Call First	
Fort Worth Metropolitan Black Chamber of Commerce	1150 S. Freeway, Rm 211	Fort Worth	76140	817-870-6538	817-332-6438	info@metrobcc.com
Heart of Texas Black Chamber of Commerce	P.O. Box 1485	Waco	76703	254-799-6923	254-412-0988	
Houston Citizens Chamber of Commerce	2808 Wheeler	Houston	77004	713-522-9745	713-522-5965	
Longview Metro Black Chamber of Commerce	303 Webb	Daingerfield	75638	903-645-3932	903-645-7565	
Lubbock Black Chamber of Entrepreneurs, Inc	P.O. Box 1115	Lubbock	74408	806-763-0144	806-762-1125	
Midland Black Chamber of Entrepreneurs, Inc.	P.O. Box 50473	Midland	79710	915-682-2864	915-684-6422	mbce@swbell.net
National Assoc. of African American Chambers of Commerce	P.O. Box 763926	Dallas	75376	214-871-3060	214-871-3020	naaacc@mail.com
Prairie View Chamber of Commerce	P.O. Box 2875	Prairie View	77446	936-931-5875	936-931-1082	gdarby@swbellnet
Texarkana Black Chamber of Commerce	600 Sowell Lane	Texarkana	75505	903-831-3969	903-832-6729	tbcc@cableone.net
Tyler Metropolitan Chamber of Commerce	100 E. Ferguson, St 1013	Tyler	75702	903-593-9538	903-593-9058	tylermetro@aol.com

Associated General Contractors

<u>Chapter</u>	<u>Address</u>	<u>City</u>	<u>ZIP</u>	<u>Phone</u>	<u>Fax</u>	<u>Email</u>
Abilene AGC	1326 G South 14th	Abilene	79602	325-676-7447	325-676-0107	wtagc@wtagc.org
	P.O. Box 5365	Abilene	79608			
Lubbock AGC	3004 B 50th St.	Lubbock	79413	806-797-8898	806-796-7115	lubbockagc@nts-online.net
	P.O. Box 6265	Lubbock	79493			
Midland AGC	1030 Andrews Hwy, 105	Midland	79701	432-520-2220	432-520-2226	midlandagc@apex2000.net
	P.O. Box 7433	Midland	79708			
Wichita Falls AGC	3100 Seymour Hwy., 214	Wichita Falls	76301	940-322-0100	940-322-2344	wfaqc@wf.net
	P.O. Box 3434	Wichita Falls	76301			
Austin AGC	609 South Lamar Blvd	Austin	78704	512-442-7887	512-442-3503	philt@agcaustin.org
Houston AGC	3825 Dacoma St	Houston	77092	713-843-3700	713-843-3701	jerry.n@agchouston.org

QUOIN a Chapter of AGC	P.O. Box 662	Houston	77091			
Rio Grande Valley AGC	11111 Stemmons Fwy	Dallas	75229	972-647-0697	972-247-1930	quoin@quoin.org
San Antonio AGC	P.O. Box 391	Harlingen	78551	956-423-4091	956-423-0174	vaughn@rgvagc.org
El Paso AGC	10806 Gulfdale	San Antonio	78216	210-349-4921	210-349-4017	mcmurry@sanantonioagc.org
	4625 Ripley Dr.	El Paso	79922	915-585-1533	915-585-1622	

Other Minority Organizations

<u>Name</u>	<u>Address</u>	<u>City</u>	<u>ZIP</u>	<u>Phone</u>	<u>Fax</u>	<u>Email</u>
Tarrant County Asian American Chamber of Commerce		Arlington		817-212-2690		tcaacc@tcaacc.org
Women's Business Council		Arlington		817-299-0566	817-299-0949	ementhe@wbcsouthwest.org
Pan Asian American Chamber of Commerce Southwest		Arlington		817-543-4299	817-469-9485	gmcdermott@uspaacc-sw.com
Austin Asian American Chamber of Commerce	8711 Burnet Rd., Ste A-15	Austin	78757	512-407-8240	512-407-8233	
The Woman's Chamber of Commerce of Texas	P.O. Box 26051	Austin	78755	512-338-0839	512-338-1614	
Asian Construction Trades Association	4100 Ed Bluestein	Austin	78721	512-926-5400	512-926-5410	
Austin Black Contractors Association	6448 Highway 290 East, Suite E107	Austin	78723	512-927-8290	512-467-9808	
Hispanic Contractors Association of Austin	4100 Ed Bluestein	Austin	78721	512-929-3363	512-929-3368	
National Association of Women in Construction	14101 W. Hwy 290	Austin	78737	512-922-5395		bross@qnsi.net
Greater Dallas Asian American Chamber of Commerce	11171 Harry Hines Blvd, #115	Dallas	75229	972-241-8250	972-241-8270	chott@gdaacc.com
Greater Dallas Korean Chamber of Commerce		Dallas		972-484-5115	972-481-9603	admin@koreanchamber.org
Hispanic Contractors of DFW	2818 Ruder St	Dallas	75212	214-954-1088	214-954-1098	
Black Contractors Association		Dallas		214-260-9357		info@bcadallas.org
DFW Minority Business Development		Dallas		214-688-1612	214-688-1753	lcrawford@dmdbdc.com
African Chamber of Commerce of DFW		Dallas		214-421-6155	214-421-6158	accdfw@juno.com
DFW Minority Business Development Council		Dallas		214-630-0747	214-637-2241	Bill@dfwmbdc.com
Fort Worth Women's Business Center		Fort Worth		817-871-6006	817-871-6031	mtippen@fwbac.com
Taiwanese Chamber of Commerce of DFW		Fort Worth		817-261-6668		
Odessa Plan Room	2706 Henderson Ave	Odessa	79764	432-337-0912	432-580-0910	
El Paso Community College Contract Opportunities Ctr		El Paso		915-831-7747	915-831-7755	pabloa@epcc.edu
Hispanic Contractors de San Antonio	4047 Naco Perrin, Ste 201-B	San Antonio	78217	210-444-1100	210-444-1101	info@hcsa.com
Alamo Asian American Chamber of Commerce	12758 Cimarron Path, Ste 118	San Antonio	78249	210-641-6003	210-641-8279	echan@unitech.com
Chamber of Commerce		Tyler		903-593-2004		tgm@tedc.org
Concho Valley Plan Room	818 N. Bell	San Angelo	76905	325-655-3539	325-653-3757	
Central South Texas Minority Business Council	912 Bastrop Hwy. Ste 101	Austin	78741	512-386-8766	512-386-8988	dinah@cstmbc.org
Texas Association of Mexican American Chambers of Commerce		Austin		512-444-5727	512-444-4929	carlosm@tamacc.org
American Indian Chamber of Commerce of Texas	10425 Olympic Drive	Dallas	75220	214-352-6005	214-357-9435	
American Indian Chamber of Commerce of Texas	1205 Country Club Lane	Fort Worth	76112	817-429-2323	817-451-3575	

Selected List of HUB Resources on Web

<u>Agency/Organization</u>	<u>Resource</u>	<u>Web Site</u>
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Texas Association of African American Chambers of Commerce:	Listing of African American chambers in Texas	http://www.taaacc.org
Texas Association of Mexican American Chambers of Commerce:	Listing of Hispanic Chambers in Texas	http://www.tamacc.org/chambers/index.html
Texas Women's Chamber of Commerce:	Database of selected women owned businesses	www.womenschambertexas.com
Texas Asian Chamber of Commerce:	Database of selected Asian owned businesses	www.txasianchamber.org
Greater Dallas Asian American Chamber of Commerce:	Database of selected Asian owned businesses	www.gdaacc.com
Austin Asian-American Chamber of Commerce	Database of selected Asian owned businesses	www.austinaaacc.org
Tarrant County Asian American Chamber of Commerce:	Database of selected Asian owned businesses	www.tcaacc.org
(Houston) Asian Chamber of Commerce:	Database of selected Asian owned businesses	www.asianchamber-hou.org
U. S. Department of Commerce Minority Business Development Agency	Listing of minority business development centers	http://www.mbda.gov/?section_id=1&parent_bucket_id=151&content_id=2267

Plan Rooms

<u>Organization</u>	<u>Address</u>	<u>City</u>	<u>ZIP</u>	<u>Phone</u>	<u>FAX</u>	<u>Contact</u>
City of Austin Dept. of Small & Minority Business Resources Office	4100 Ed Bluestein Blvd.	Austin	78721	512-974-7799	512-974-7622	Devetta Martinez
Austin Black Contractors Association	4100 Ed Bluestein Blvd.	Austin	78721	512-927-8290	512-467-9808	Carol Hadnot
D/FW Minority Business Development Council	2720 Stemmons Freeway	Dallas	75207	214-630-0747	214-637-2241	Bill Hunter
City of San Antonio Small Business Outreach	1901 South Alamo, Ste 283	San Antonio	78204	210-207-3900	210-207-3909	Courtney McClure
Houston Minority Business Development Center	2900 Woodridge, Ste 310	Houston	77087	713-644-0821	713-644-3523	Milton Thibodeaux
Austin Minority Trades Association	4100 Ed Bluestein Blvd.	Austin	78721	512-927-8290	512-467-9808	Joe Vera
Asian Construction Trades Association	4100 Ed Bluestein Blvd.	Austin	78721	512-926-5400	512-926-5410	Thang Bu
Dallas Associated General Contractors	11111 Stemmons Freeway	Dallas	75229	972-247-9962	972-247-1930	
El Paso Community College Contract Opportunities Center	1359 Lomaland, Room 521	El Paso	79935	915-831-7747	915-831-7755	Paul Armendariz
McGraw Hill Construction	9155 Sterling, Ste 160	Irving	75063	214-819-1400	972-819-1409	
El Paso Hispanic Chamber of Commerce	201 E. Main St., Ste 100	El Paso	79901	915-566-4066	915-566-9714	Cindy Ramos-Davidson
Houston Associated General Contractors	3825 Dacoma St.	Houston	77092	713-843-3700	713-843-3701	
San Antonio Associated General Contractors	10806 Gulfdale	San Antonio	78216	210-349-4921	210-349-4017	
McGraw Hill Construction	4101 Greenbriar, Ste 320	Houston	77098	713-529-4895	713-524-7639	
Builders Exchange of Texas, Inc.	4047 Naco Perrin	San Antonio	78216	210-564-6900	210-564-6901	
Rio Grande Valley Associated General Contractors	6918 W. Expressway 83	Harlingen	78552	956-423-4091	956-423-0147	Perry Vaughn
South Texas Minority Business Opportunity Committee	2412 S. Clossner	Edinburg	78539	956-292-7555	956-292-7561	Johnny Cisneros
Texas Center for Border Economic & Enterprise Dev. (CEED)	301 Mexico Blvd. Room F6A	Brownsville	78520	956-548-8741	956-548-8750	Rosalie Manzano

Section 5.5

Facility Program / Due Diligence

SOUTHWESTERN

THE UNIVERSITY OF TEXAS
SOUTHWESTERN MEDICAL CENTER
AT DALLAS

**INTRA-OPERATIVE MRI SUITE
PRE-DESIGN NARRATIVES**

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MEP ENGINEERING NARRATIVE	9 PAGES
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FKP Architects

UT SOUTHWESTERN MEDICAL CENTER AT DALLAS

**INTRA-OPERATIVE MRI SUITE
PRE-DESIGN ARCHITECTURAL NARRATIVE**

Prepared by:

FKP ARCHITECTS

3535 Travis St. 260
Dallas, TX 75204
214-750-9900

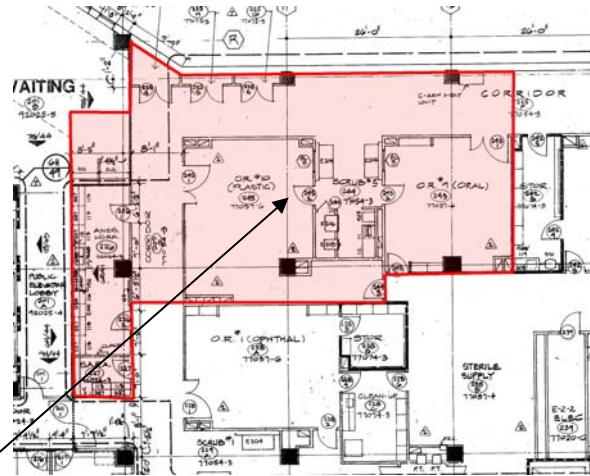
FKP #41026.0001

Revised July 8, 2008



PROJECT SCOPE

This narrative provides for the architectural due diligence on an approximately 3,200 square foot surgical space to become a new Intra-Operative MRI Suite on the second floor of the Zale Lipshy hospital building. The functional programming of the space is not complete at this time, so the general descriptions of the rooms / spaces have been used to determine the impact on the surgical suite.



Renovation Area

Partial Second Floor

In addition to the defined renovation area, it is anticipated the existing Anesthesia Workroom and Orthopedic Surgery storage rooms will be relocated within the surgical suite. It is anticipated that a room will be needed to house the UPS system. The UPS system need not be located on the surgical floor. Refer to the MEP portion of this report.

Also outside of the defined renovation area there may be portions of the floor above and floor below that will be impacted by the need to add structural steel to support the magnet and to support rooftop equipment. It is anticipated that all existing spaces will be able to remain their current size and configuration, but during construction it will be necessary to open up ceiling areas and install structural support. The added structural support may also displace mechanical ductwork and other utilities that will need to be re-routed. This re-routing may necessitate some dropped ceilings or furring in the spaces below the renovated area including the breezeway.

It is our understanding that the iMRI will be used exclusively for Neurological surgery and that there is no desire to include provisions for any other specialty (e.g. orthopedics) in this design. UTSW was asked to provide FKP/EC with comments from the tours of other iMRI's. It is our understanding that the tours were attended by UTSW's neurosurgeons. Their comments are of extreme importance to the design team.

UTSW is to provide FKP/EC with surgical volumes for all suites. This will assist the team in assigning the OR's to all modalities during the process and after the project has been completed. It is our understanding that the current OR labels on the plans are not accurate. This information needs to be verified by UTSW as well. The information was requested during our last meeting and was agreed that it would be provided to the design team.

EXISTING AREA CONFIRMATION

Through field investigation it has been confirmed that the existing paper drawings are approximately accurate, within this area for renovation, with the structural floor to floor heights and the column spacing. In order to start Architectural Schematic Design as well as discussions with the MRI vendor, the first three level construction documents will need to be input into CAD.

See attached sketches shown the area of impact of the magnet location on the floor below (level 1) and the floor above (level 3).

DEMOLITION

This team understands that the surgical suite is a high traffic area, as well as very sensitive to construction dust and debris. The Construction Manager will provide documents indicating location of temporary barriers for the containment of construction areas. We will work very closely with the construction team to help maintain the areas throughout the process.

See attached plan showing the possible construction boundaries, including the construction areas to be taken from the existing Waiting Room during construction.

DELIVERY OF THE MAGNET

The design team has agreed that the exterior glazing wall unit at the Surgical Waiting room could be a location for bringing in the magnet. This would also be the construction team's entrance and exit to the construction site. A lift could be maintained on the lawn just outside the Surgical Waiting room and could provide a clear separation for the surgical suite from the major construction process.

Prior to the delivery of the magnet a study would be conducted to determine the parameters of the magnet delivery. The study would explore questions about where the delivery truck would park for installation, would the magnet be craned into the building, size of magnet with crane rigging devices attached, installation travel path, turning radiuses, and possible pedestrian re-routing during the installation of the magnet.

ROOM SIZING

There are several considerations that determine the minimum room size.

1. The 50 gauss fringe field is contained in the Magnet Bay at all times.
2. When the magnet is movable, the diagnostic imaging room must fully contain enough cable to allow for 21ft of magnet travel.
3. The surgeon should be able to work outside the 5 gauss fringe field.
4. There must be at least one wall of the OR at a minimum of 4ft outside the 5 gauss fringe field where ferrous equipment may be temporarily stored when the magnet is present.
5. The operating room is recommended to have a minimum clear floor area of 600 sq. ft. and should include 20 feet clear width per TDSHS. If a surgical navigation system is desired there will be space and utility requirements including its equipment and routing. An integration system will likely be part of this project, in addition to the neuro navigation system. Plans for the HUB should be taken into consideration for this technology. A documentation station is also needed in either the OR or directly outside the OR.
6. When the magnet is movable, the combined intra-operative OR and diagnostic imaging room must contain the magnet's 5 gauss fringe field when the magnet is in either location.

See attached options (3), for preliminary design layout.

SHIELDING SYSTEM

Both the diagnostic room and the operator rooms will require RF shielding to ensure optimum image quality. Magnetic shielding is also required in certain installations where the sub-floor characteristics are a concern. A shielding consultant will be required and should provide design and installation for this project.

In existing construction, the magnetic shielding will provide for additional weight to the area and will require additional structural reinforcement of the floor and ceiling.

Specially shielded doors are required at all entrances to the magnet area and between the magnet and the OR. If the magnet travels into the OR, then all doors into the OR require shielding. Consideration shall be given as to whether any of the specially shielded doors also serve as egress doors or require special security functions. Most magnet vendors require that at least one door swing outward to allow egress during an emergency quench.

NOISE AND VIBRATION

External vibrations or shock affect the magnet and degrade imaging quality. A sound and vibration consultant will be required to do a vibration analysis on the site conditions. Any discrepancies will need to be identified early in the design process.

Noise produced by the MRI could be a problem to the neighboring Operating Rooms, especially if the MRI is used on a continuous basis for routine diagnostic imaging. Consideration should be given to scheduling around certain delicate procedures that occur in neighboring OR's or in the Neuro OR itself when the magnet will not be used. It may require that the diagnostic room is reserved by the adjacent surgery in order for it to remain silent.

Every effort will be made to plan the space with buffers (e.g. storage rooms) between the MRI and the Operating Rooms.

SAFETY AND CODE COMPLIANCE

The State of Texas is very clear on what elements must be in place for MRI Diagnostic room or an Operating room. With the joining of these two areas, it raises even more concern with meeting the state requirements, including minimum size of rooms, staff visual control, shielding within both rooms. More importantly is the number of access points that are used to enter these highly sensitive areas. It is our understanding that the hospital would like to use the diagnostic room separately for certain cases. This can be achieved, but a strong consideration will be made to how patients and staff enter and exit the rooms.

For the purposes of MRI safety, the entire combined MRI room and Operating Room shall be considered as the MRI room. All entrances into the OR shall be considered entrances into the MRI safety zone. Multiple entrances create a potential safety hazard due to unfamiliarity of surgical staff to the MRI environment. Consideration shall be

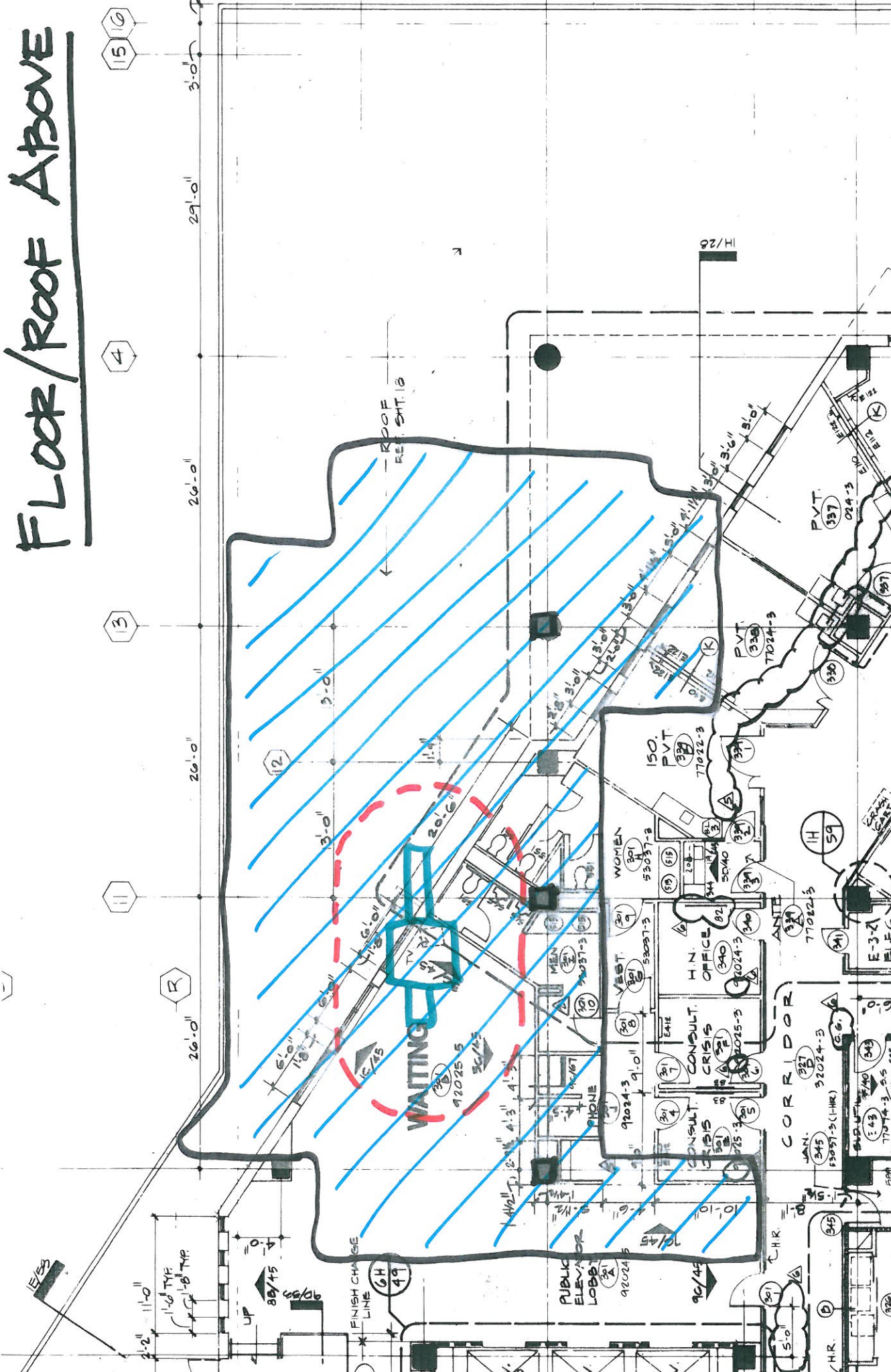
given to limiting the access to this OR, even for stocking of supplies and sub-sterile access that is shared by the typical OR in this department.

Similar to MRI safety, this arrangement will provide challenges to the surgical restricted area if non-surgical patients are brought into the space for diagnostic procedures by non-surgical staff. It is very important that all staff entering the IMRI area are screened and trained for both MRI and surgical protocols. Special infection control and magnet safety procedures will need to be established.

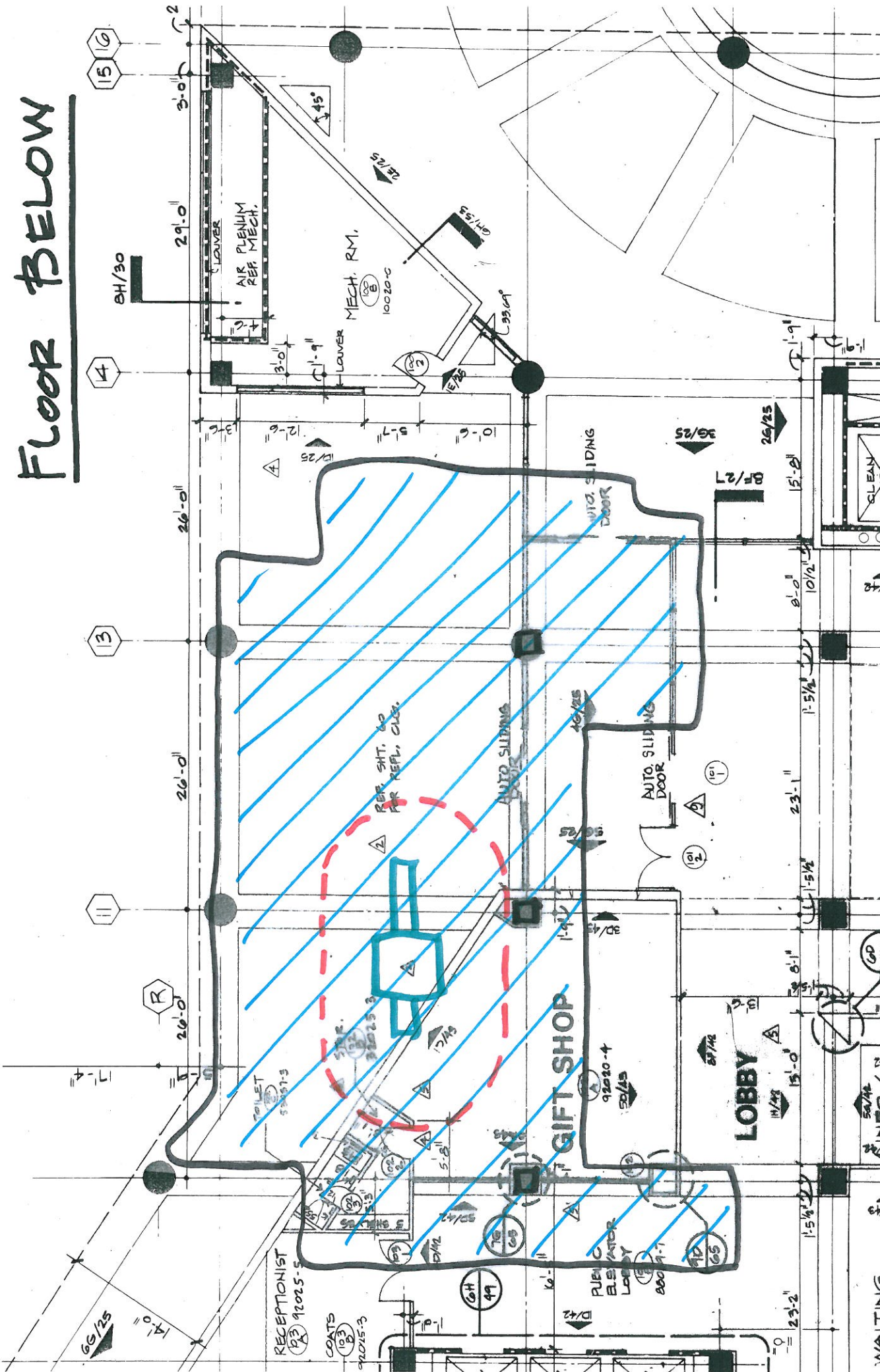
Adjustments to life safety and egress for this area can be achieved by creating a suite within the surgical department which would include the MRI diagnostic room, the adjacent MRI operating room and the unaffected operating room directly to the east. It is suggested that all equipment within the OR and Magnet room be MRI safe and compatible in order to reduce the likelihood of an accident due to non ferrous materials being brought into the room. This includes anesthesia machines, patient monitors, OR tools and surgical instruments, mayo stands, IV stands, etc. Any items that are not MRI safe and or compatible should be tethered for safety at all times. Computers will need to be completely turned off when the magnet is in use in order to avoid interference with the image. Change in flooring colors and or patterns can be used to identify MRI safe zones.

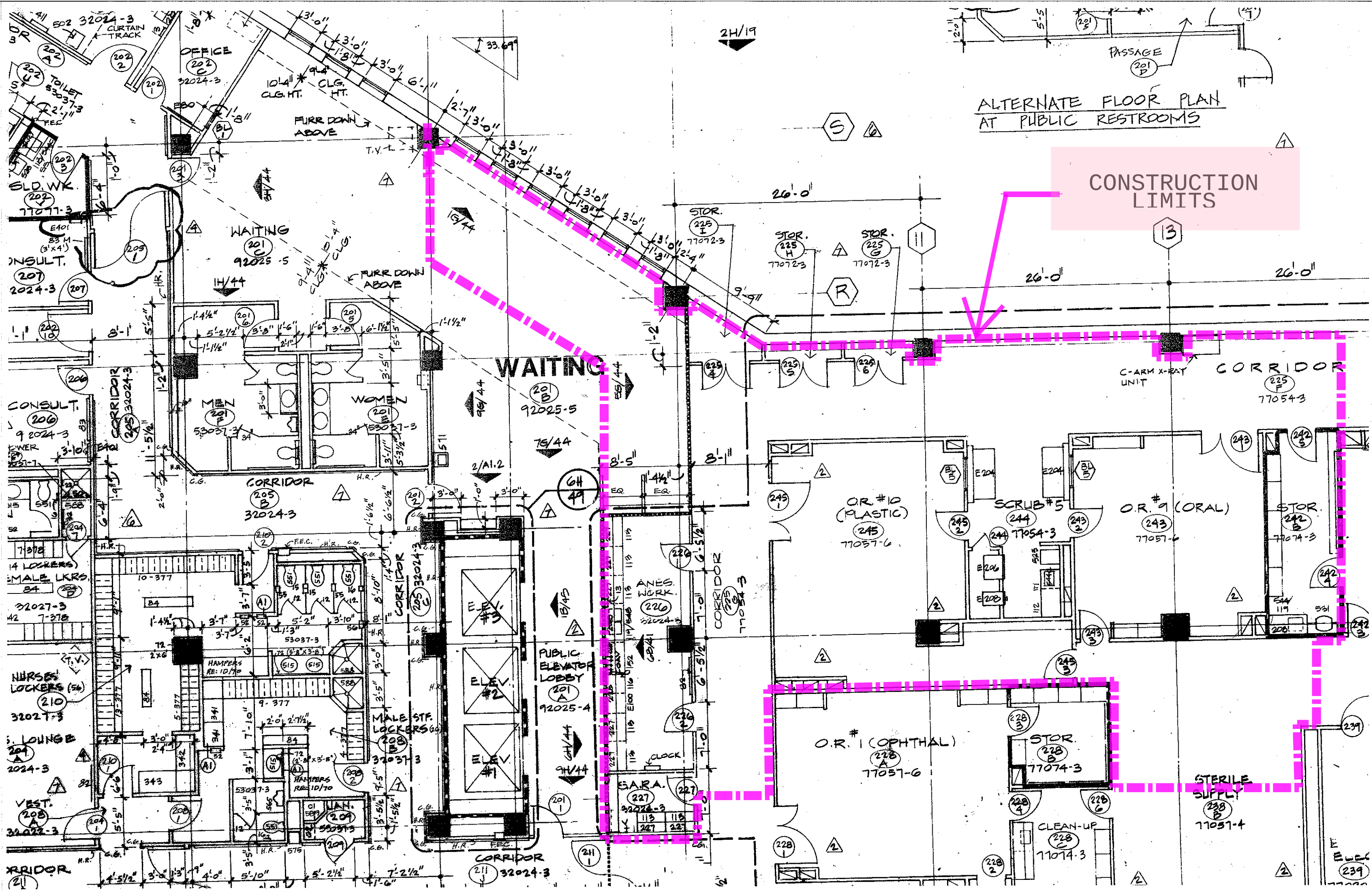
Perimeter walls of existing spaces to be included within the suite can be utilized to define the suite. Cross-corridor walls with doors will need to be added at the limits of the suite and these walls shall go to the deck above. The existing stair will be located outside the suite and will be the point of egress for the portion of the corridor that is outside of the suite in order to prevent a dead-end egress situation.

See attached proposed exiting design.

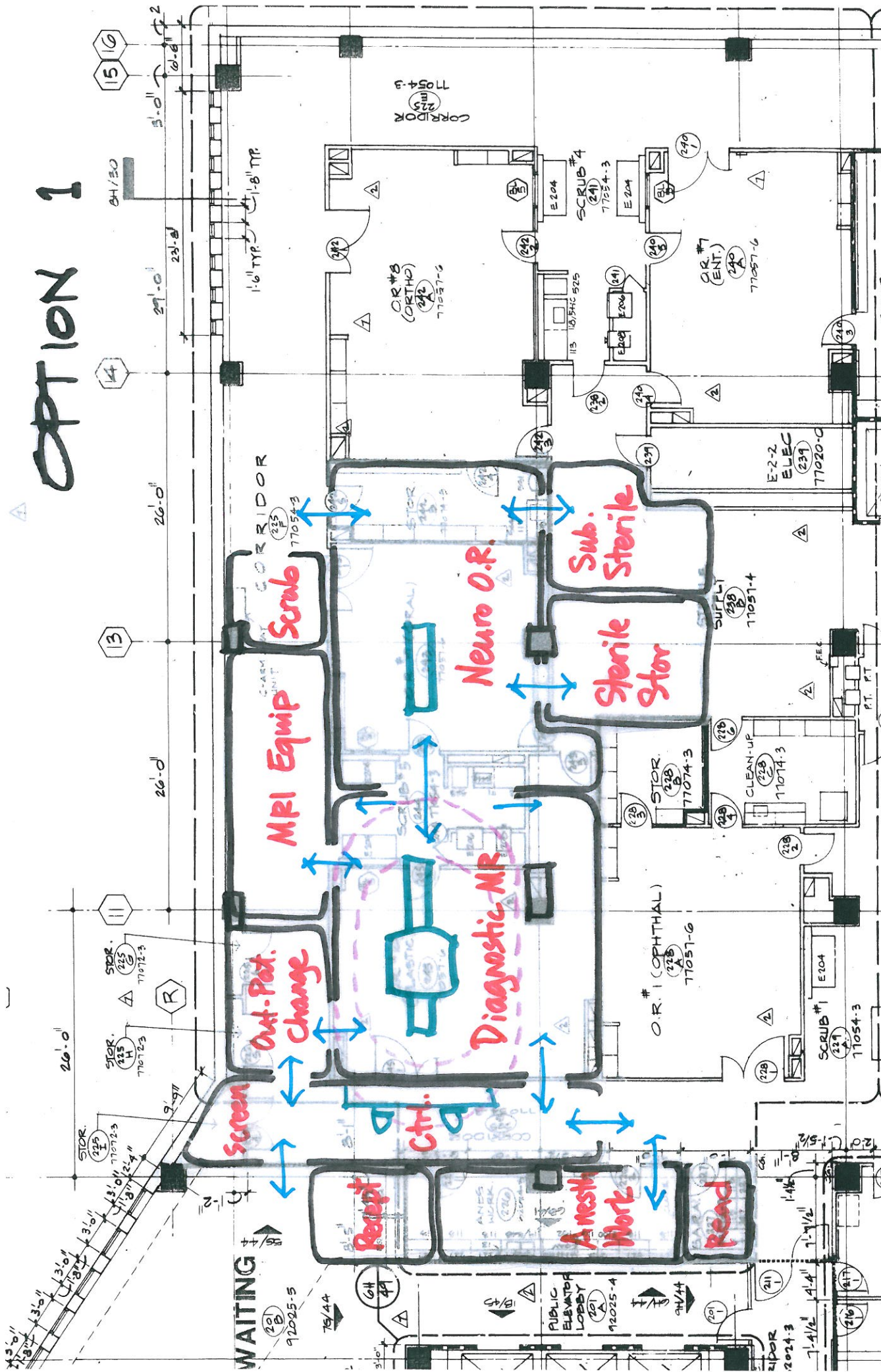


Floor BELOW

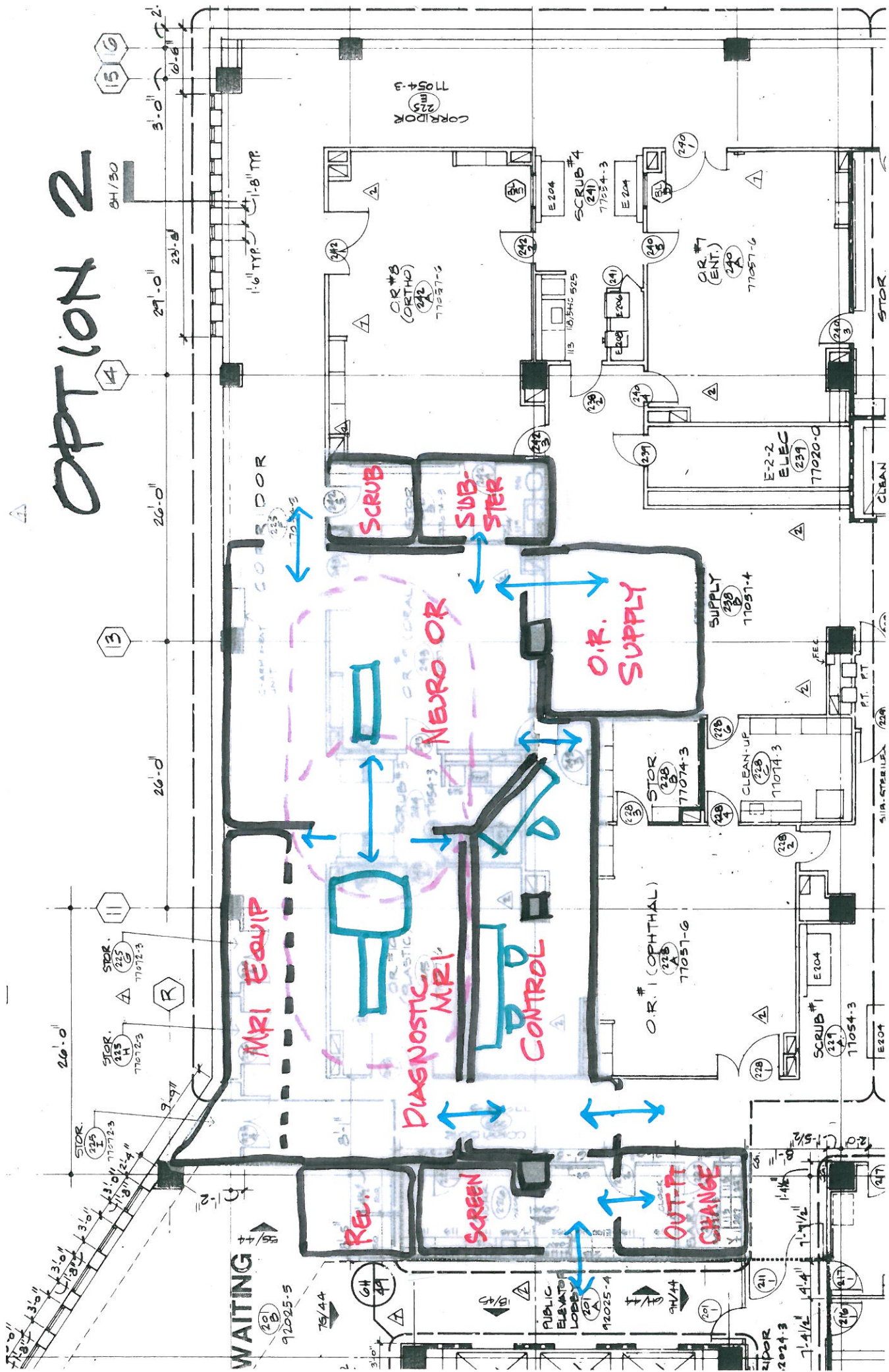


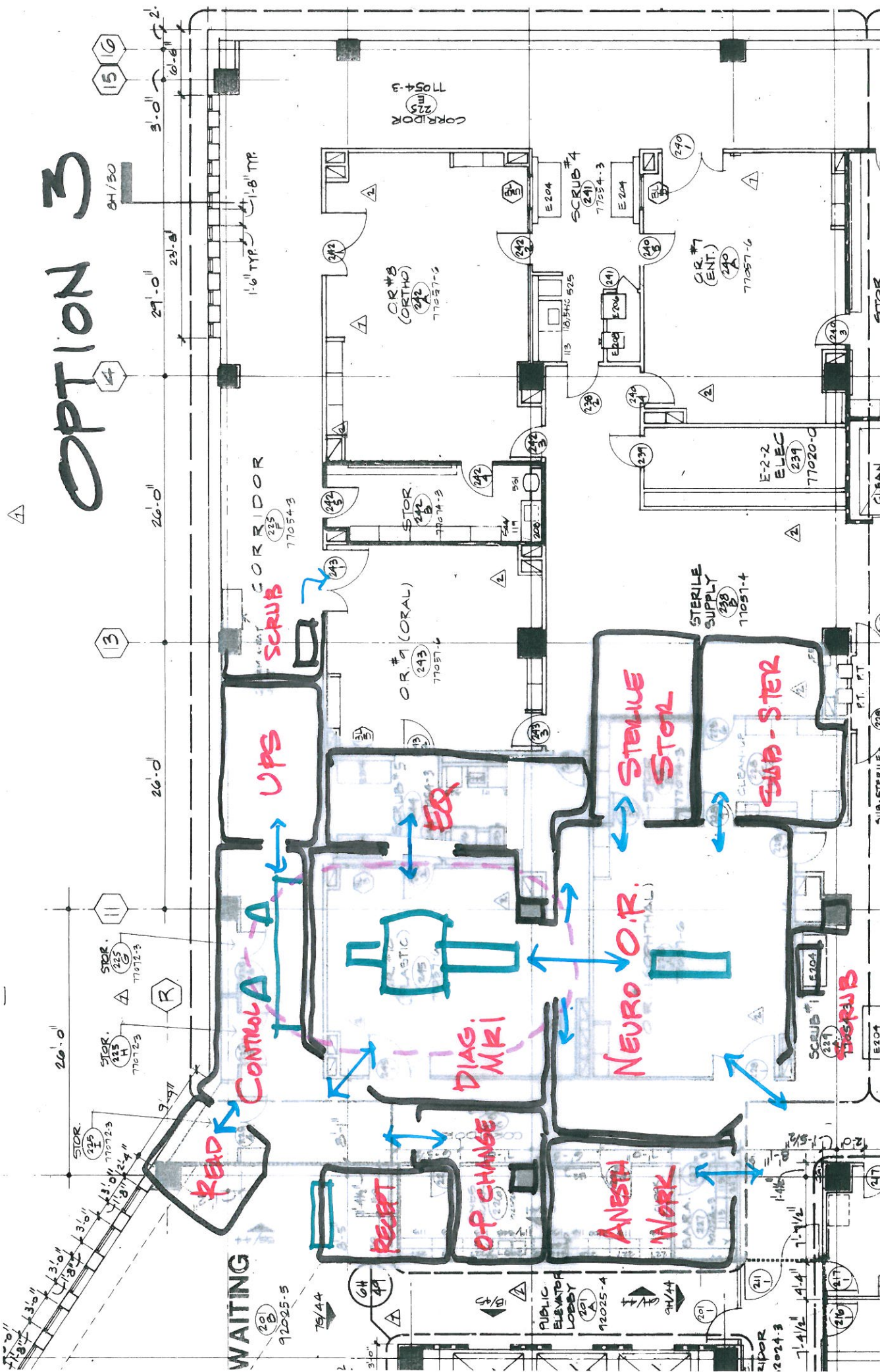


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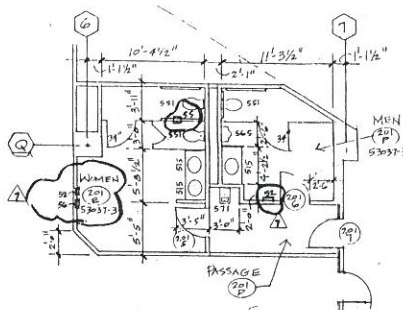
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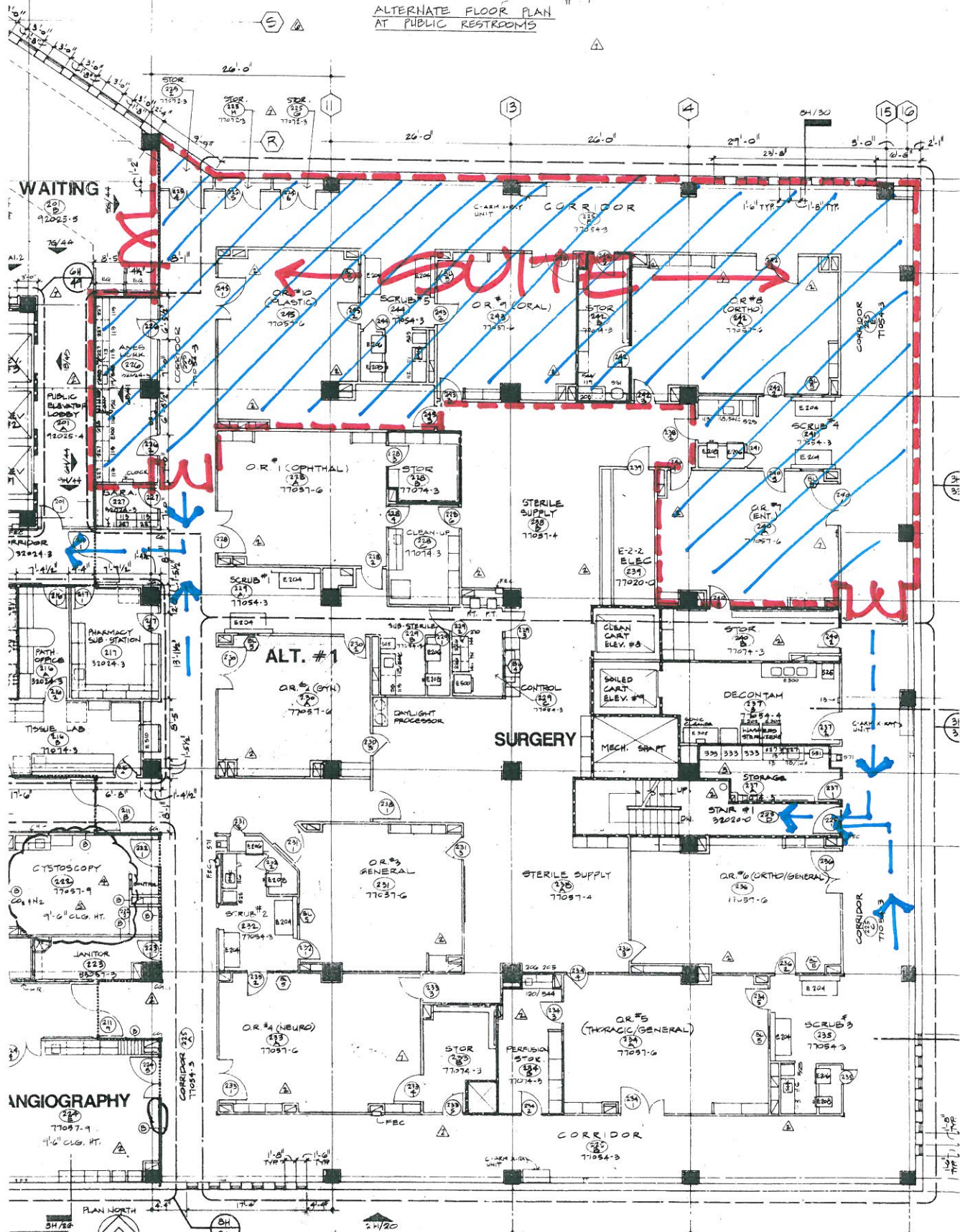


0	UNFINISHED	NONE	NONE
1	MONGOLITHIC	CEMENT	
2	CEN. FINISH	RUBBER	
3	VINYL TILE	CERAMIC TILE TYPE A	CERAMIC TYPE
4	CERAMIC TILE	CERAMIC TILE TYPE B	CERAMIC TYPE
5	MOSAIC TILE	CERAMIC TILE TYPE C	CERAMIC TYPE
6	QUARRY TILE	QUARRY TILE	QUARRY
7	SEMI-GLASS SHEET VINYL	SHEET VINYL	GLAZE COATING
8			
9	CARPET	AS NOTED OR DETAILED.	AS NOT DETAILED

SAC - SUSPENDED ACOUSTIC SAC - ACOUSTIC



ALTERNATE FLOOR PLAN
AT PUBLIC RESTROOMS



U.T. SOUTHWESTERN MEDICAL CENTER
INTRA-OPERATIVE MRI SUITE
PRE-DESIGN MEP NARRATIVE
DALLAS, TEXAS

Prepared by:

SMITH SECKMAN REID, INC.
3710 Rawlins, Suite 1420
Dallas, TX
214-765-6560

SSR #0828018.0

June 6, 2008

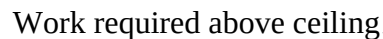
This narrative describes the initial concepts regarding the mechanical, electrical and plumbing systems related to the renovation of approximately 2,000 square feet on the second floor of the Zale Lipshy hospital building. The functional programming of the space is not complete at this time, so the general descriptions of the rooms / spaces have been used to determine the impact on various systems.



DEMOLITION

The demolition will include spaces associated with existing operating rooms #9 and #10 as well as support spaces and portions of the corridor. Practically all walls and ceilings within the renovation area will be removed along with branch ductwork, lighting / receptacle circuits, and piping. One of two terminal units may remain to provide some conditioning to the space. The return air will be temporarily capped and the renovation area will be exhausted to the outdoors in order to make the construction zone negative to the surrounding operating areas.

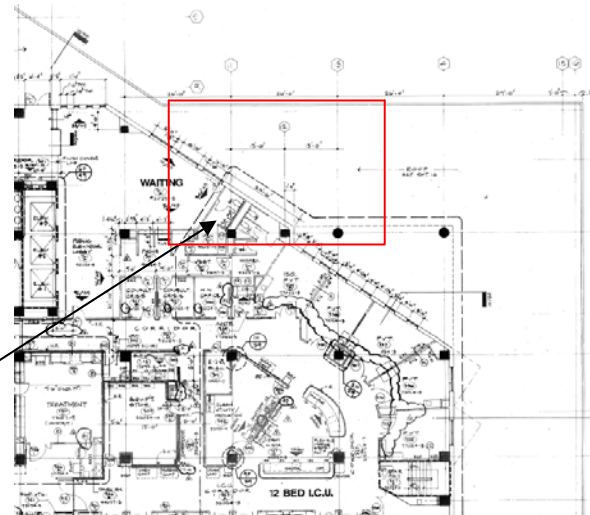
The existing operating rooms have return ducts which go from the second floor to the ceiling space of the first floor below. These return ducts will need to be removed and reworked along with sanitary waste lines.



Partial First Floor

Partial renovation of the third floor will be required for the probable structural support above the roof for the new magnet. The male and female toilets along with surrounding areas may need to be reconfigured in order for a structural beam to attach to the top of a column. All MEP system in the area will need to be reworked for the resulting layout.

Areas affected by structural work

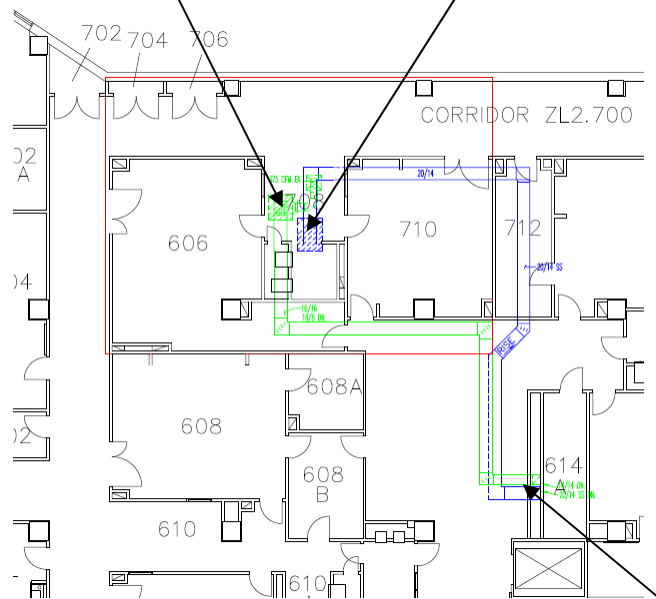


Partial Third Floor

Two exhaust fans, roof mounted at the third floor level along with their ductwork in the ceiling space of the second floor will be affected by the renovation. Exhaust fan EF-3-20 serves the support space between ORs #9 and #10 as well as spaces on floors below. Exhaust fan EF-3-19 serves other floors below.

Duct up to EF-3-20 on roof

Duct up to EF-3-19 on roof



Partial Second Floor

Ducts down to floor below

1.5 V.S. 3 TESLA MAGNET CONSIDERATIONS

We understand that the hospital is considering either a 1.5 or 3T magnet (and they have stated that the likely selection will be 3T). Based on information from magnets on past projects, the comparison of mechanical requirements is as follows:

<u>Air Conditioning of Control Room</u>	<u>1.5 T</u>	<u>3T</u>	<u>Impact</u>
Heat Dissipation to Air	3.0 kW	3.0 kW	-
<u>Air Conditioning of Imaging Room</u>	<u>1.5 T</u>	<u>3T</u>	<u>Impact</u>
Heat Dissipation to Air (when magnet present)	3.0 kW	3.0 kW	-
<u>Air Conditioning of MRI Equipment Room</u>	<u>1.5 T</u>	<u>3T</u>	<u>Impact</u>
GPA/ACC+SEP Cabinet Heat Dissipation to Air	5.0 kW	5.0 kW	-
Optional Amplifier	-----	7.5 kW	Significant,
Equipment Room Air Conditioning Unit	BTU: 17,065	42,663	larger A/C
	Tons: ~2	~4	unit, more
Building Chilled Water GPM @ 47°F	3.4	8.5	chilled water
Pipe Size (from Mech Room to Equip Room)	1"	1-1/4"	and pipe size
Size / mounting of A/C unit:	Wall or Suspended	3x3 Floor Mount	
Size of MRI Equipment Room	+/- As Shown	Larger to fit Amplifier and bigger air conditioning unit	
<u>Chilled Water Loop Requirements</u>	<u>1.5T</u>	<u>3T</u>	<u>Impact</u>
Water Supply Flow	24 GPM	24 GPM	
BTU Discharge to Water	48 kW	60 kW	Significant
Option A:			
Building Chilled Water, Pipe Size	2"	2"	-
Option B:			
Separate Roof Mounted Chiller	*	larger chiller*	
{* = chiller sizes to be selected / specified based on MRI package}			

AIR CONDITIONING

The operating room suite is served by a single air handler. The renovation will continue to make use of the existing capacity from the existing air handler systems to serve the operating room and diagnostic room. Supplemental cooling will be required to the MRI equipment room.

The Operating Room and adjacent Diagnostic Room will be separated by a motorized sliding door. The sliding doors will be open when the suspended magnet is brought into the operating room for brief intervals before, during and after the procedures. The building control system will be used to monitor and continuously maintain positive air flow from the Operating Room to the Diagnostic Room and surrounding areas. This will be accomplished through the use of air flow measuring stations in the ducts serving the operating room. The difference in air supplied versus air returned from the operating room will be continuously calculated by the system, and modulating dampers on the return ducts will reduce the return amount for the positive balance to be maintained.

The design calculations will be based on the operating room being classified as a “general” used for neurosurgical procedures. The typical parameters are:

	Air Change Rate	Final Filter Bank	Temperature Range
Operating Room	25	95%	68-73°F
Diagnostic Room	6	95%	72-75°F

Previous inspections of the existing air handler and air distribution indicate that the system as it exists today cannot perform to the capacities in the original design. Engineered air balance has recommended some maintenance procedures to the university which may significantly boost the capacity of the system prior to reconfiguration. Refer to EAB report.

GENERAL V.S. ORTHOPEDIC OPERATING ROOM

Should the hospital be interested in using the operating room for either orthopedic or organ transplant procedures, then a higher level of filtration (HEPA 99.97%) would be required along with other architectural space considerations. For the higher level of filtration, a new, dedicated air handler would need to be required.

SMOKE EVACUATION

The Operating Room as well as the Diagnostic Room, will be considered anesthetizing location and will be required to be provided with a smoke evacuation system. The code references for

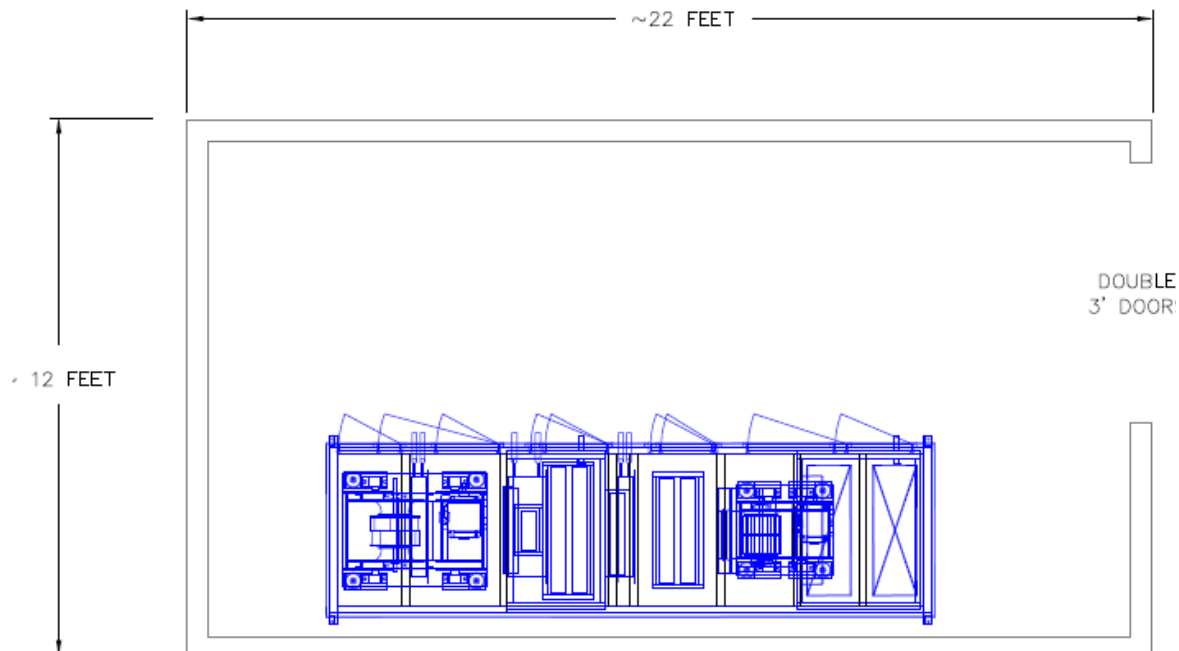
this requirement are from NFPA 99, Standard for Health Care Facilities (2005 Edition):

6.4.1.2 Supply and exhaust systems for windowless anesthetizing locations shall be arranged to automatically vent smoke and products of combustion.

6.4.1.3 Ventilating systems for anesthetizing locations shall be provided that automatically (1) prevent recirculation of smoke originating within the surgical suite and (2) prevent the circulation of smoke entering the system intake, without in either case interfering with the exhaust function of the system.

The typical configuration for applying this code requirement is to have smoke-rated control dampers on the supply, return and exhaust ducts at each room, along with dedicated roof-mounted smoke evacuation fans. Smoke detectors are located at the supply duct, return duct, outside air intake as well as the in the rooms. Depending on where smoke is detected, different combinations of damper positions and fan control are implemented through interfaces with the fire alarm system and building control system. Dampers within the room switch the air flow from the low return grilles to the ceiling smoke evacuation grilles for both rooms upon activation of that sequence.

Should a new air handler be required for any combinations of the reasons above, one opportunity would be to place an air handler in a new penthouse on the roof (third floor level). The minimum space requirements for such an air handler penthouse would be:



CHILLED WATER

Chilled water may be required for any of the following reasons:

1. New air handler, if required
2. Supplemental cooling for the MRI Equipment Room
3. MRI chilled water loop

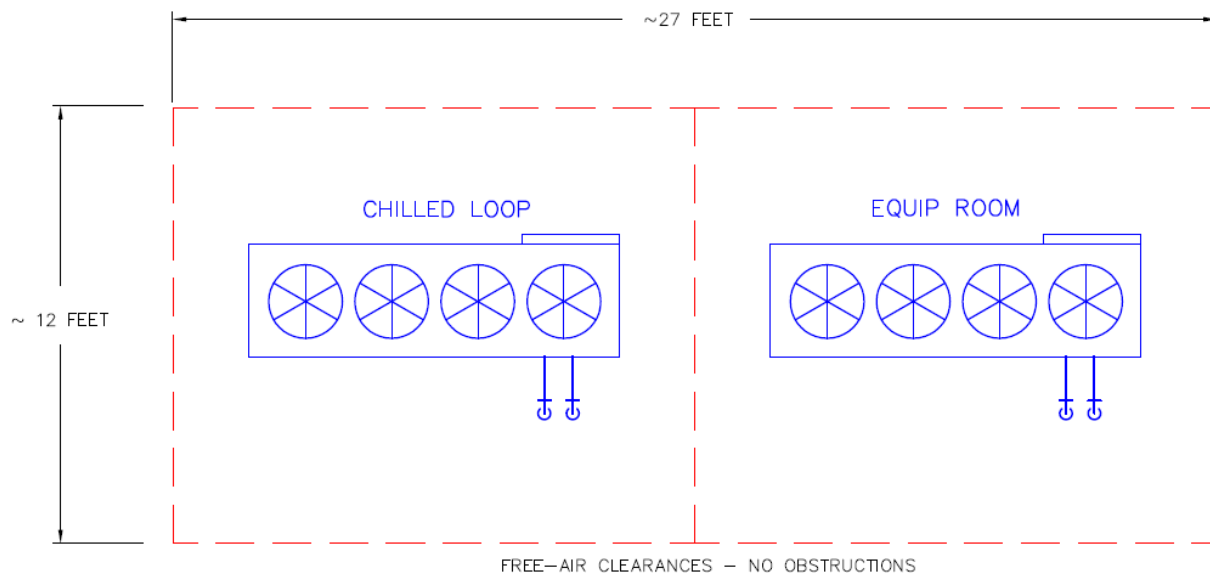
The MRI system requires a closed chilled water loop for cooling of the internal cooling of their equipment which can be provided by two methods:

Option A: hospital chilled water

Option B: stand alone chiller.

The typical temperature requirements from an MRI manufacturer are for the chilled water to be maintained between 42 and 54°F. When evaluating the possibility of using the hospital chilled water we will need be to review the temperature range as well as whether it offers the desired levels of redundancy and back-up (equipment on emergency power). If it is determined that the hospital's chilled water is acceptable, there will be a need to extend chilled water lines to the MRI equipment room. The option for stand-alone chillers would be easy to accomplish, as it would be simple matter of setting the condensing unit on the roof above this renovation.

Space Requirements on Roof for Air Cooled Chilled Water Equipment:



STEAM FOR EQUIPMENT

The medium pressure (60 psi) steam system in the area will be re-worked for the sterilizer needs as well as air humidification.

ELECTRICAL

Lighting circuits which are demolished through the course of this renovation will be available for re-use. There are two 100 amp, 120/208 volt panels within the renovation area which will be demolished, (one in each operating room). The panels are on the critical branch, but do not appear to have isolation transformers nor line isolation monitors / alarms. There is however, a Post-Glover ground-jack system in the existing operating rooms.

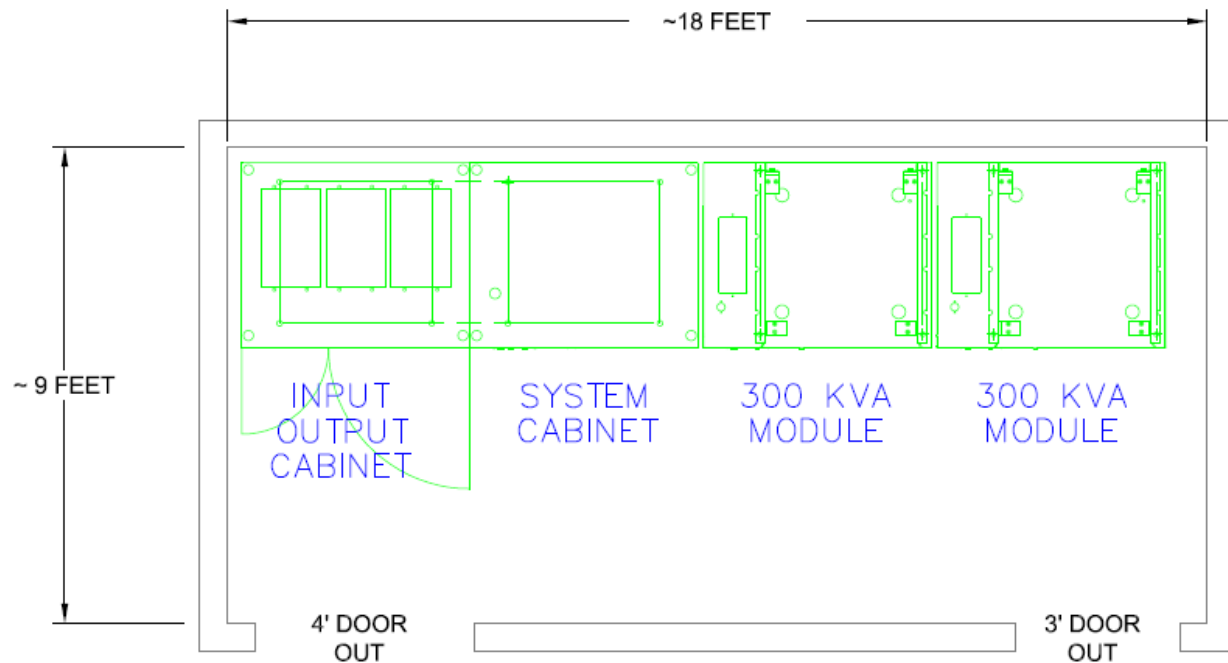
We will recommend that the new Operating Room be provided with two isolated power panels, each with 12 circuit breakers and isolation transformers rated 7.5kVA. The location for these isolated power panels will need to be closely coordinated with the room's R/F filtering and MRI magnet vendors. The new isolated power panels will be fed from breaker spaces in existing critical branch panel "ELDP/OR" which currently serves the operating rooms.

Equipment such as the smoke evacuation fan, dampers, controls and stand-alone chillers (if selected) would be on the equipment branch. Individual circuits for these loads would be drawn from the nearest available panels served from either of the two equipment branches from transfer switches ATS-EE1 or ATS-EE2.

The 480 volt power for the MRI equipment will be on the hospital's critical branch. A new breaker and feeder will be connected to distribution panel board "CDPX". An empty 4" conduit that exists from that panel to this floor will be used for the new feeder conductors. A Rotary Uninterruptible Power Supply (UPS) can be selected to provide un-interrupted power to the MRI equipment. Otherwise, the MRI equipment manufacturer can be asked to provide smaller UPS's to ride-through the <10 second interval while switching from utility to generator power.

<u>Electrical Comparison</u>	<u>1.5 T</u>	<u>3.0 T</u>	<u>Impact</u>
Connected Value	85 kVA	110 kVA	
Momentary Power	110 kVA	140 kVA	
Recommended Fuse Size	125 Amp	160 Amp	
Source Circuit Breaker	150 Amp	175 Amp	Larger breaker
Feeder Wire Size	#1/0	#2/0	and wire size

Minimum Space Requirements for Rotary UPS:



MEDICAL GASES

The existing medical gases will be reworked within the renovation area. To demolish the existing operating room zone valve boxes and downstream piping, in-line service valves will need to be located and shut-off temporarily. Recertification of the system during demolition and then again during the tie-ins for the new zone valve boxes will be required. There will be a new zone valve box for gases serving the Operating Room and a separate zone valve box for gases serving the Diagnostic Room.

FIRE PROTECTION

The existing wet-pipe sprinkler system that currently protects the area will be re-worked for the new wall layout, ceiling heights and to coordinate with the additions of ducts and structure above ceilings. The Operating and Diagnostic Rooms will be protected by a dry-pipe, pre-action sprinkler system. The pre-actions sprinkler system will need to be located in an equipment room, separated from medical, electrical and electronic equipment.

UTSWMC Zale Lipshy iMRI Pre-Design

Structural Narrative

SEI Job No. 08027.01

General

The purpose of this structural narrative is to provide preliminary information on the new structural framing systems required to support the proposed MRI systems along the delivery routes and at their final locations.

The proposed MRI systems are listed in the following:

1. 3T Intra-Operative MRI System provided by IMRIS Company.
2. BrainSUITE iMRI 1.5 MRI System Provide by BrainLAB.

The new preliminary structural framing systems are developed to:

1. Support the MRI systems on top of the existing second floor structure during delivery from point of entry into the building to their final locations.
2. Support 3T Intra-Operative MRI System at its final location with the magnet hanging from the new structural framing located below or above the existing third floor structure.
3. Support BrainSUITE iMRI 1.5 MRI System at its final location with the magnet being mounted on top of the existing second floor structure and the new structural framing being installed below the existing second floor structure.

Existing Building Structural Systems

The existing structural systems for the second and the third floors are composed of concrete pan joists and beams with total depth of 24 ½" in general. The joists and beams are then supported by the rectangular or round concrete columns. Part of the existing third floor structure is actually the roof structure covered with roofing material and concrete paver.

Temporary Structural Framing along the Delivery Routes

Refer to the attached sketches SSK-1 and SSK-4 for the preliminary structural framing system required to move the MRI equipments along the delivery route. The final structural framing shall be developed according to the delivery equipments provided by the MRI system manufacturer.

New Structural Framing Supporting 3T Intra-Operative MRI System

1. Preliminary structural framing system supporting the magnet at the final location (Scheme I) - See attached sketch SSK-2. With this scheme, several 27" and 30" deep steel beams need to be installed within the space above the second floor ceiling and below the existing third floor concrete floor framing to support the magnet. The depths and locations of these steel beams may block the paths of other elements required to be installed in the same space.
2. Preliminary structural framing system supporting the magnet at the final location (Scheme II) - See attached sketch SSK-3. With this scheme, only several 14" deep steel beams need to be installed within the space above the second floor ceiling and below the existing third floor concrete floor framing to support the magnet. The shallower beam depth will allow other elements to be installed in the same space. However, additional concrete or steel beams spanning between the existing columns have to be installed above the existing third floor/low roof structure to support the 14" deep steel beams below through hangers. Several issues related to the new beams to be installed above the existing third/low roof structure have to be considered if this scheme is chosen:
 - A. The new beams are exposed to view from floors higher than the low roof.
 - B. The new beams need to be extended to the exterior columns at Q11 & Q13. Top of the new beam elevation will be higher than the existing parapet elevation and may be exposed to view from the street.
 - C. The new beams may block the access to the low roof area. New access path may need to be established.
 - D. The new beams have to penetrate through the existing exterior building wall above the low roof level, go through the third floor space in order to reach the supporting column at K-11. Areas along the path of these beams shall be renovated.
 - E. If the new beams are bonded to the existing roof slab which may alter the water flow paths on low roof. Drainage system in this area has to be re-evaluated.
 - F. The vibration issue has to be evaluated by the vibration consultant for the third floor /low roof structure if the new beams are bonded to the existing third/ low roof framing.

New Structural Framing Supporting BrainSUITE iMRI 1.5 MRI System

1. Preliminary structural framing system supporting the magnet at the final location - See attached sketches SSK-5. With this scheme, several 27" and 30" deep steel beams need to be installed in the space above the first floor ceiling and below the existing second floor concrete floor framing to support the magnet. The depths and locations of these steel beams may block the paths of other elements required to be installed in the same space. In addition, the normal

operation in the area of the construction on the first floor may be interrupted. In my impression, from everyone else involved in this project, was that it is (almost) impossible or too expensive to install new structural framing as specified under the existing second floor framing to support the floor mount MRI system due to existing condition.

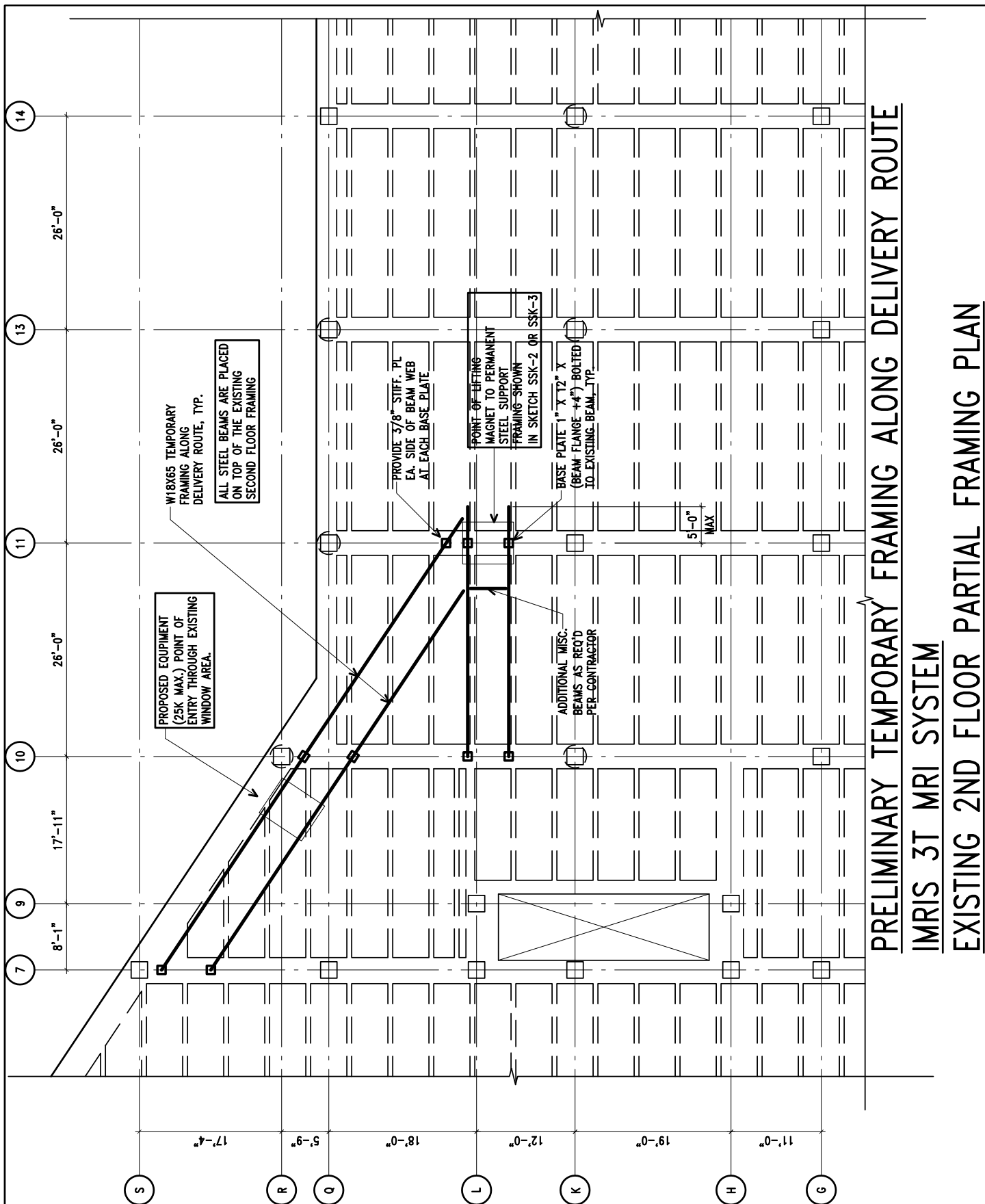
Conclusions

From the descriptions shown above, we have come up with the following conclusions:

1. It is (almost) impossible or too expensive to install new structural framing as specified under the existing second floor framing to support the BrainSUITE iMRI 1.5 floor mount MRI system due to existing condition and interruption of the normal operation in the area of construction.
2. It is difficult but may not be impossible to install the new steel framing per scheme I shown in sketch SSK-2 to support the 3T Intra-Operative MRI System if all other required elements can be installed along with the new structural framing.
3. It is possible to install the new steel framing per scheme II shown in sketch SSK-3 to support the 3T Intra-Operative MRI System if all the issues indicated above can be resolved.



Yung-An Yuan, P.E.
Principal
Structural Engenuity, Inc.
6/6/08



PRELIMINARY TEMPORARY FRAMING ALONG DELIVERY ROUTE
IMRIS 3T MRI SYSTEM
EXISTING 2ND FLOOR PARTIAL FRAMING PLAN



Structural Engenuity Inc.

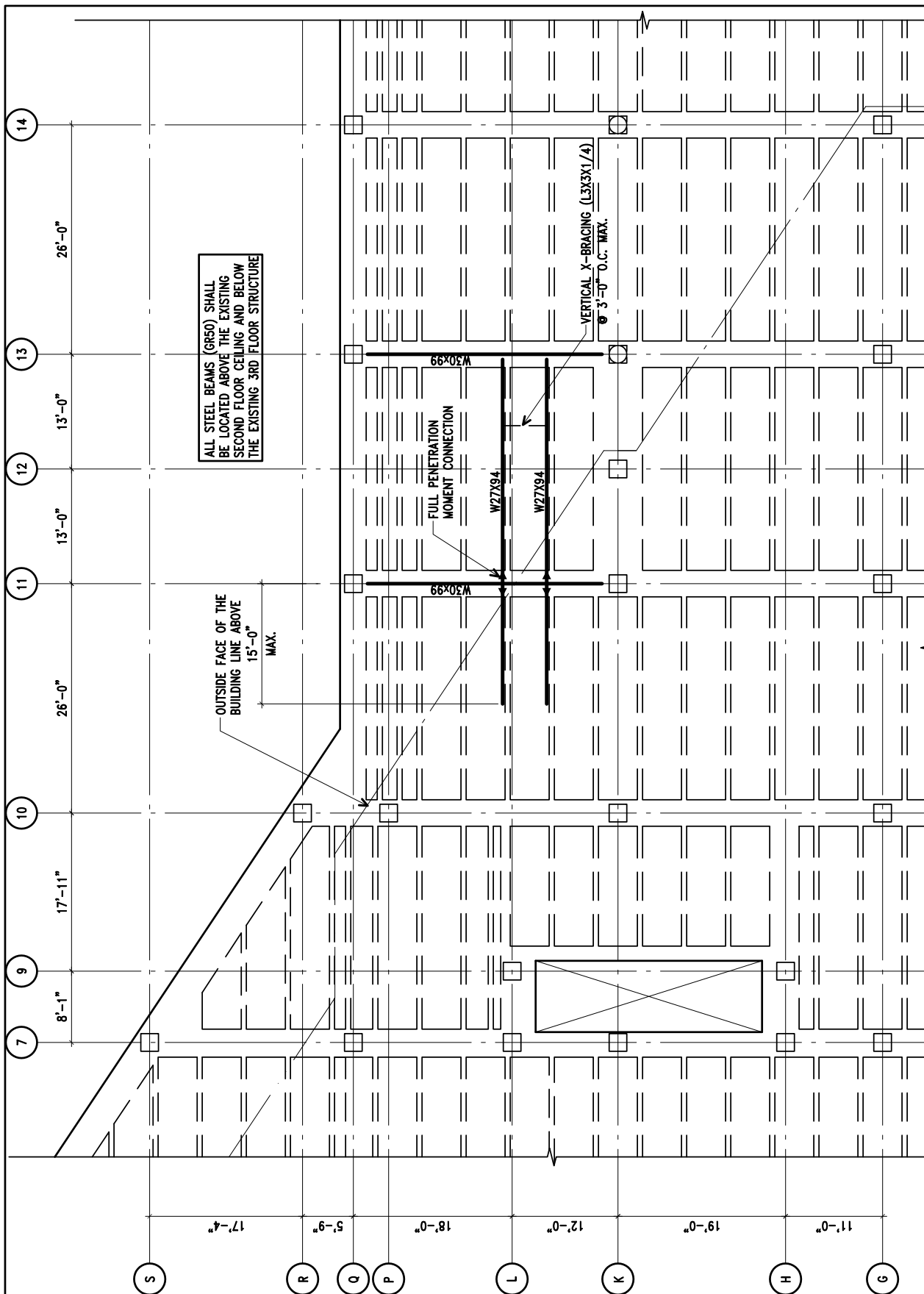
UTSWMC - ZALE LIPSHY MRI
PRE-DESIGN

JOB #
08027.01

DATE
6/6/08

SHEET NO.

SSK-1



PRELIMINARY NEW HANGER SUPPORT FRAMING - SCHEME (I)

IMRIS 3T MRI SYSTEM

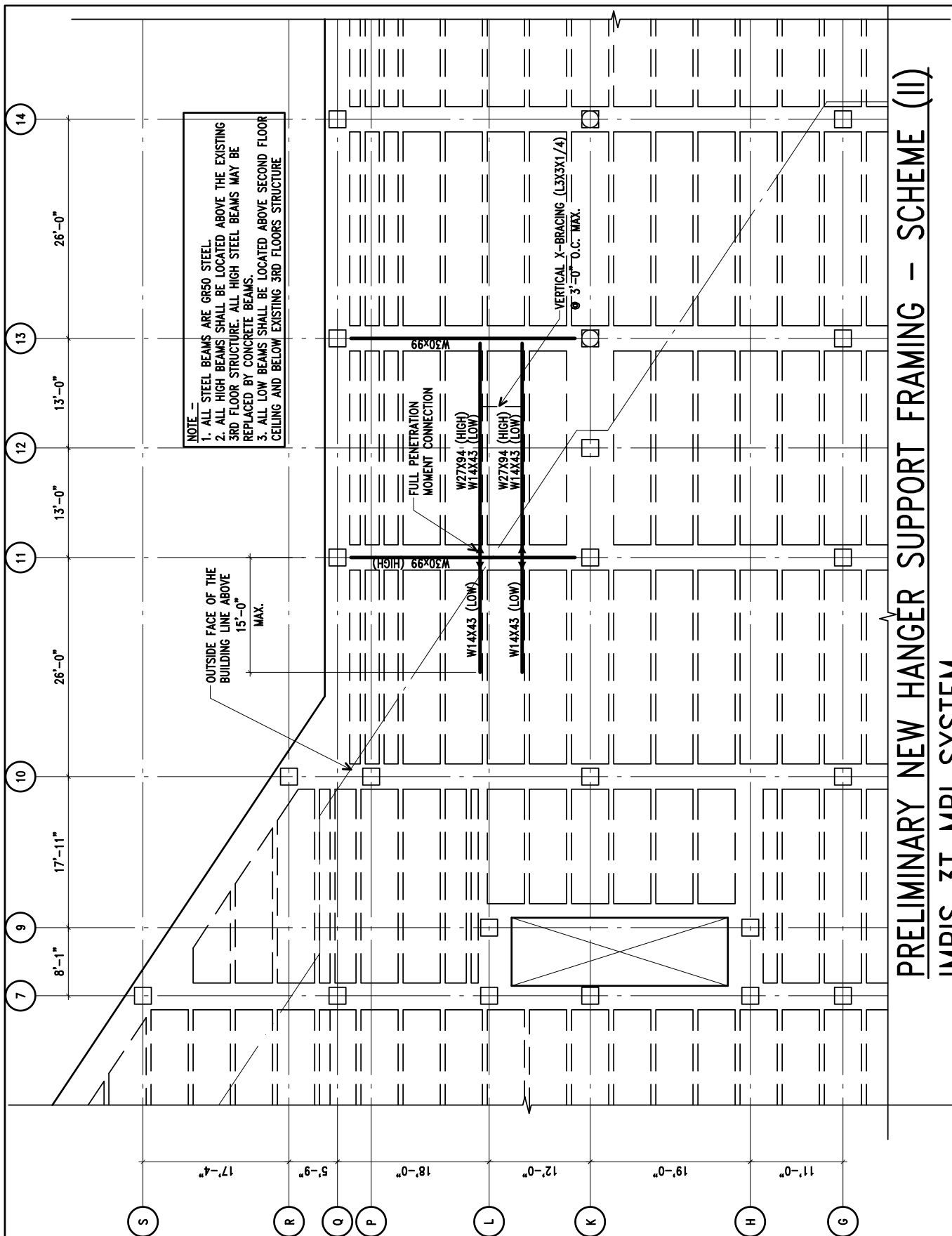
EXISTING 3RD FLOOR PARTIAL FRAMING PLAN



**UTSWMC - ZALE LIPSHY MRI
PRE-DESIGN**

JOB #
08027.01
DATE
6/6/08

SHEET NO.
SSK-2



PRELIMINARY NEW HANGER SUPPORT FRAMING - SCHEME (II)

IMRIS 3T MRI SYSTEM

EXISTING 3RD FLOOR PARTIAL FRAMING PLAN



UTSWMC - ZALE LIPSHY MRI

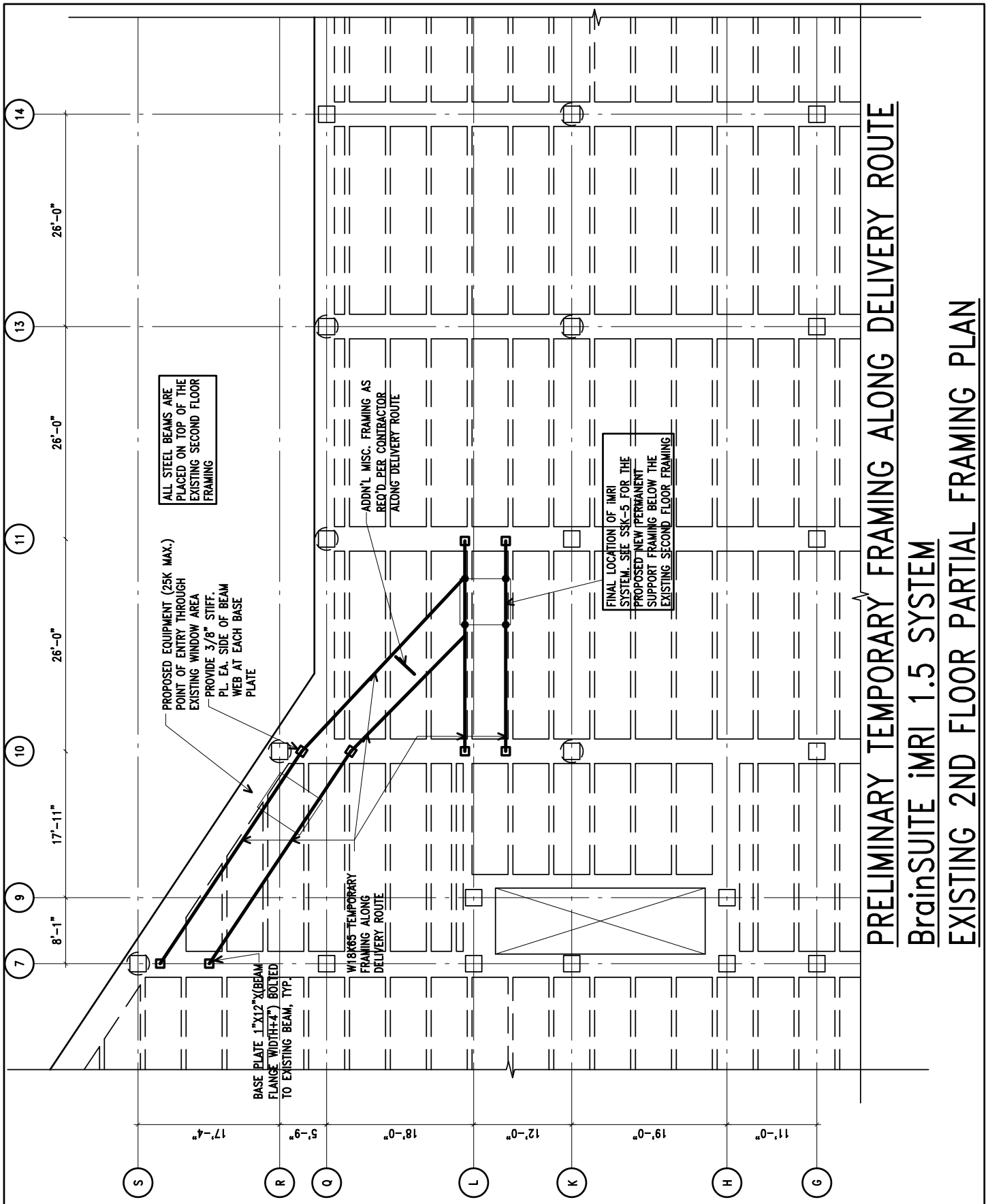
PRE-DESIGN

JOB #
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DATE
6/6/08

SHEET NO.

SSK-3



PRELIMINARY TEMPORARY FRAMING ALONG DELIVERY ROUTE
BrainSuite iMRI 1.5 SYSTEM
EXISTING 2ND FLOOR PARTIAL FRAMING PLAN



Structural Engenuity Inc.

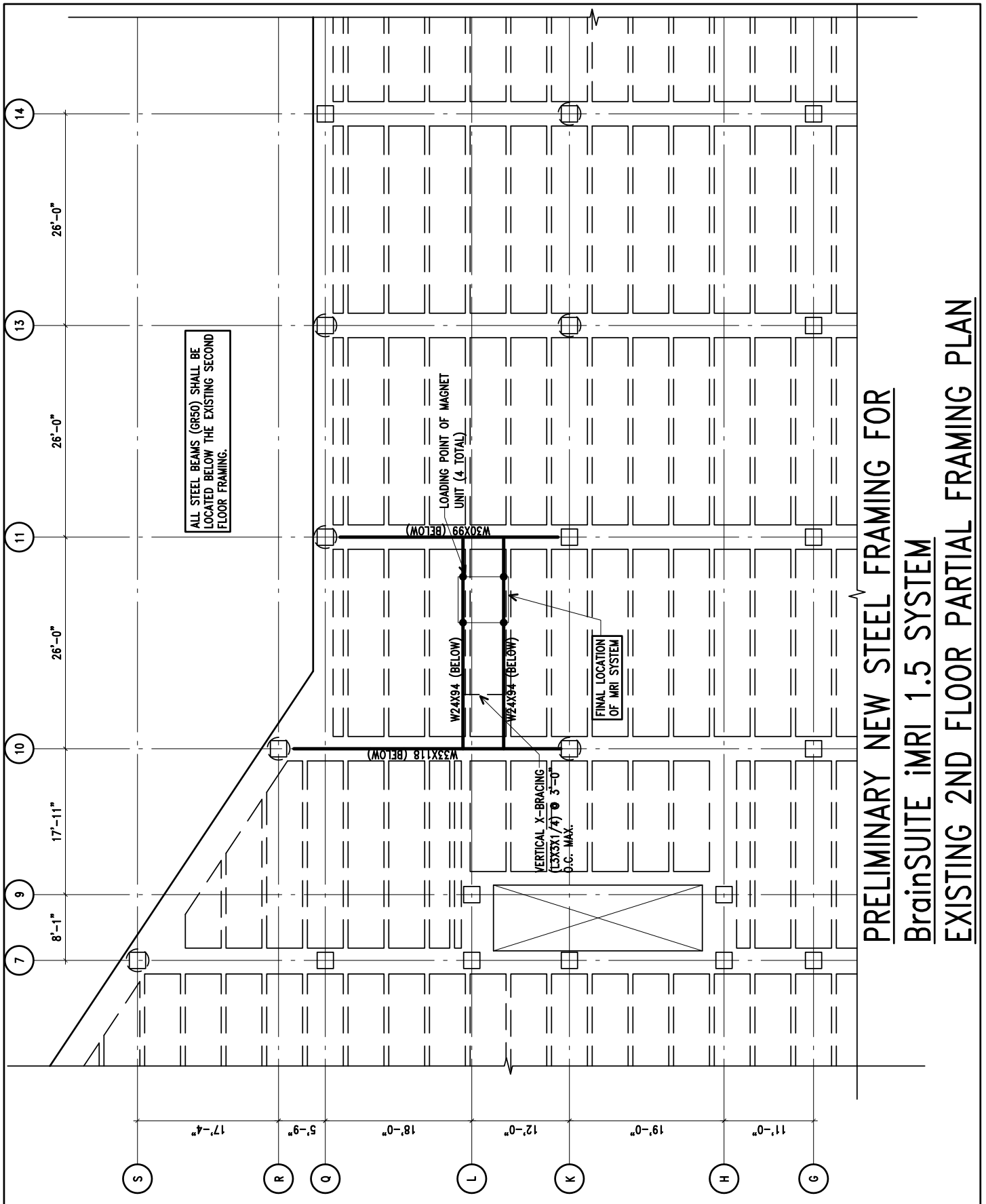
UTSWMC - ZALE LIPSHY MRI
PRE-DESIGN

JOB #
08027.01

DATE
6/6/08

SHEET NO.

SSK-4



PRELIMINARY NEW STEEL FRAMING FOR
BrainSuite iMRI 1.5 SYSTEM
EXISTING 2ND FLOOR PARTIAL FRAMING PLAN



Structural Engenuity Inc.

UTSWMC - ZALE LIPSHY MRI
PRE-DESIGN

JOB #
08027.01

DATE
6/6/08

SHEET NO.

SSK-5

Section 5.6
Architect/Engineer Fee Schedule

A/E & OFPC FEE MATRIX

ARCHITECT/ENGINEER FEES - DECEMBER 1987					A/E FEE INTERPOLATION FORMULA	
When construction costs fall between the tabular limits, the rate will be determined through direct interpolation.					$\text{A/E Fee \%} = \frac{(\text{Upper \$ range} - \text{CCL \$})(\% \text{ for upper \% range} - \% \text{ for lower \$ range})}{(\text{Upper \$ range} - \text{Lower \$ range})} + (\text{Lower \% range} + x)$	
Construction Cost of Project	Dormitories, Garages & Warehouses	Classroom, Office & Other Buildings	Health, Research Special Education Facilities			
New Construction					ENTER	
Over \$15,000,000	5.00%	5.50%	6.00%	\$ -	Construction Cost Limitation (line 3, expressed as dollars, e.g. 10,000,000)	
Over 10,000,000	5.50%	6.00%	6.50%	\$ -	Upper Construction Cost Range (expressed as dollars, e.g. 10,000,000) *	
Over 1,000,000	6.00%	6.50%	7.00%	\$ -	Lower Construction Cost Range (expressed as dollars, e.g. 10,000,000) *	
Over 200,000	7.00%	7.50%	8.00%	0.00	A/E % for Upper Construction Cost Range (expressed as a number, e.g. 5.50) **	
				0.00	A/E % for Lower Construction Cost Range (expressed as a number, e.g. 6.00)	
Remodeling & Renovation					ANSWER = #DIV/0! AE Fee %	
Over \$5,000,000	7.00%	7.50%	8.00%			
Over 1,000,000	8.00%	8.50%	9.00%			
Over 200,000	9.00%	9.50%	10.00%	ANSWER = #DIV/0! A/E Fee		
* If the CC/PC is greater than the Upper CC/PC range, enter "1" for the Upper range and "0" for the Lower range.						
** If the CC/PC is greater than the Upper CC/PC range, enter the same percentages in both entry fields.						