

**REQUEST FOR QUALIFICATIONS FOR
ON-GOING PROFESSIONAL SERVICES**

**The University of Texas at Austin
ON-GOING PROFESSIONAL SERVICES
ARCHITECTURAL/Engineering Firms
AND
ENGINEERING/Architectural Firms**

Campus (CAM)
RFQ No.: 17PSP001

Submittal Deadlines

**HIGHLY RECOMMENDED
PRE-SUBMITTAL
CONFERENCE**

**December 14, 2016 8:30AM - Noon
Bass Lecture Hall
LBJ School of Public Affairs
Sid Richardson Hall (SRH)
2315 Red River Street
Austin, TX**

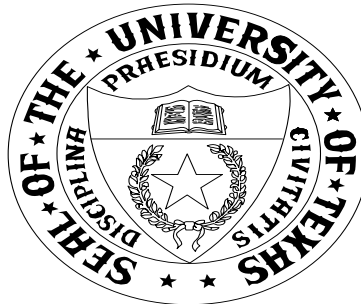
Directions/Map to LBJ School of Public Affairs: <http://lbj.utexas.edu/contact/map>

Paid Parking is available at the Manor Garage – Do not park in front of the LBJ Library which is reserved for Library visitors. Manor Garage is located at 2017 Robert Dedman Drive. <http://parking.utexas.edu/parking/garages/mag.php>

SUBMITTALS DUE:

**ADDENDUM QUESTIONS DUE:
ENVELOPE NO. 1 and NO. 2**

**January 3, 2017 by NOON
January 18, 2017 by 3:00PM CST**



DATE: 12/05/2016

Prepared By:
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The University of Texas at Austin
Project Management & Construction Services
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TABLE OF CONTENTS

Section 1 - General Information & Requirements

- 1.1 General Information
- 1.2 Public Information
- 1.3 Type of Contract
- 1.4 Clarifications and Interpretations
- 1.5 Submission of Qualifications
- 1.6 Points-Of-Contact
- 1.7 Evaluation of Qualifications
- 1.8 Owner's Reservation of Rights
- 1.9 Acceptance of Evaluation Methodology
- 1.10 No Reimbursement for Costs
- 1.11 Pre-Submittal Conference
- 1.12 Eligible Respondents
- 1.13 Historically Underutilized Businesses Submittal Requirements
- 1.14 Certain Proposals and Contracts Prohibited
- 1.15 Sales and Use Taxes
- 1.16 Certification of Franchise Tax Status
- 1.17 Required Notices of Workers' Compensation Insurance Coverage
- 1.18 Delinquency in Paying Child Support
- 1.19 State Registration of Engineering Firms
- 1.20 Appropriate License and Registration

Section 2 - Executive Summary

- 2.1 Historical Background
- 2.2 Mission Statement
- 2.3 Description, Scope and Budget
- 2.4 Selection Procedure / Description of Process:

- 2.5 Available Resources

Section 3 – Submission Requirements

- 3.1 General Instructions
- 3.2 Formatting Instructions
- 3.3 Electronic Filing Instructions
- 3.4 Unnecessarily Elaborate Proposals or Quotations

Section 4 - Requirements for Statement of Qualifications – Submission Document Package No. 1

- 4.1 Criteria One:** Firm and Team Qualifications
- 4.2 Criteria Two:** Firm's Performance on Past Relevant Projects
- 4.3 Criteria Three:** Firm's Management Approach
- 4.4 Other Services**

Section 5 –Submission Document Package No. 2

- 5.1 General Information
- 5.2 HUB Documents
- 5.3 Execution of Offer

Section 6 - Attachments to the RFQ

- Att 1 Sample Master Agreement Between The University of Texas at Austin (Owner), and Professional Service
- Att 2 Exhibit H - Policy on Utilization, Historically Underutilized Businesses

**REQUEST FOR QUALIFICATIONS FOR
PROFESSIONAL SERVICES**

The University of Texas at Austin
**ON-GOING PROFESSIONAL SERVICES
ARCHITECTURAL/Engineering Firms
AND
ENGINEERING/Architectural Firms**
Campus (CAM)
RFQ No.: **17PSP001**

SECTION 1 – GENERAL INFORMATION & REQUIREMENTS

- 1.1 **GENERAL INFORMATION:** The University of Texas at Austin, Project Management & Construction Services (“Owner”) is soliciting statements of qualifications (“Qualifications”) for **selection of PROFESSIONAL SERVICES firms for both Architectural/Engineering firms and Engineering/Architectural firms**, at The University of Texas at Austin, Main Campus, Pickle Research Campus, Marine Science Institute, McDonald Observatory, Winedale Historical Center and other Off Campus and out of Austin Facilities, RFQ number **17PSP001**.

RESPONDENTS ARE CAUTIONED TO READ THE INFORMATION CONTAINED IN THIS RFQ AND ATTACHED AND REFERENCED INFORMATION CAREFULLY AND TO SUBMIT A COMPLETE RESPONSE TO ALL REQUIREMENTS AND QUESTIONS AS DIRECTED.

- 1.1.1 This Request for Qualifications (“RFQ”) is the first step in a possible two-step process for selecting an Architect/Engineer or other 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 several 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 (if required), 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 Master Agreement for Professional Services (Architect, Engineer, other), 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 U.T. Austin,

Project Management & Construction Services (PMCS) web site <http://pmcservices.utexas.edu/calendar/> (under "Project Details"). It is the responsibility of all Respondents to obtain this information in a timely manner.

1.4.1 Requests for clarifications and answers concerning this RFQ shall be sent to Neil Crump by email (as shown in paragraph 1.6) on or prior to the due date stated in this RFQ. Addendums to this RFQ will be issued based on questions and other needs as may apply.

1.4.2 Addendums shall be acknowledged in the General Information Responses, Section 3, Submission Documents No. 2.

1.4.3 Respondents shall consider only those clarifications and interpretations that the owner issues by addenda prior to the submittal deadline shall be considered by respondents. 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:** All submissions not received electronically by REQUIRED SUBMITTAL DEADLINE indicated on the front sheet of this RFQ will not be considered. **HARD COPY SUBMITTALS SHALL NOT BE ACCEPTED.**

1.5.1 Refer to Section 3 of this RFQ for format and electronic submission instructions.

All risks of failure to transmit timely shall be on the submitter.

It is anticipated that the selection of the successful firm will be made and contract ready to start **February 2017** (if all selections and contracting processes go as planned). **The contract will be an initial term of one (1) year with five (5) one-year renewal periods.** The University will issue a Notice to Proceed to the firm upon execution of the contract and will expect work to begin immediately thereafter.

1.5.2 Properly submitted Qualifications will be acknowledged publicly at:
<http://pmcservices.utexas.edu/calendar/index.html>

1.6 **POINTS-OF-CONTACT:** Any questions or concerns regarding this Request for Qualifications shall be directed **via email** to:

FOR CONTRACTUAL and TECHNICAL ISSUES CONTACT:

Neil Crump
Interim Manager, Contracts
Project Management & Construction Services
The University of Texas at Austin
1301 E. Dean Keeton St., Suite 3.102K
Austin, TX 78722
email: neil.crump@austin.utexas.edu
Telephone: 512.475.8452
Fax Number: 512. 471-9942

FOR HUB ISSUES CONTACT:

Muriel D. Kruse, HUB Staff Associate
Project Management & Construction Services
The University of Texas at Austin
1301 E. Dean Keeton St., Suite 3.102N
Austin, TX 78722
email: muriel.kruse@austin.utexas.edu
Telephone: 512.475.6856
Fax Number: 512.471.9942

The University specifically requests that Respondents restrict all contact and questions regarding this RFQ to the above named individuals VIA EMAIL.

FOR ELECTRONIC UPDATES TO THE REQUEST FOR QUALIFICATIONS,
ADDENDA AND FUTURE WORK,
GO TO THE PMCS WEBSITE PROPOSAL SOLICITATION CALENDER AT:

<http://pmcservices.utexas.edu/calendar/index.html>

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 ranked Respondents may be selected by the Owner to participate in step two of the selection process, if required.

1.7.2 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 services. The Owner reserves the right to divide the services into multiple parts, to reject any and all Qualifications and re-solicit for new Qualifications, or to reject any and all submittals and temporarily or permanently abandon the services. Owner makes no

representations, written or oral, that it will enter into any form of agreement with any Respondent to this RFQ for any services 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 process shall be at the sole risk and responsibility of the Respondent.
- 1.11 **PRE-SUBMITTAL CONFERENCE:** A pre-submittal conference will be held at the time and location described below.

CONFERENCE START SHALL BE AT 8:30AM on December 14, 2016 at:

**The University of Texas at Austin
Bass Lecture Hall
LBJ School of Public Affairs
Sid Richardson Hall (SRH)
2315 Red River Street
Austin, TX**

Directions/Map to LBJ School of Public Affairs: <http://lbj.utexas.edu/contact/map>

ATTENDANCE AT THE PRE-SUBMITTAL CONFERENCE IS HIGHLY RECOMMENDED OF THE SUCCESSFUL RESPONDENT. The conference meeting with representatives of the Owner, will be held to discuss specific procedures, examples, etc., project special conditions, and HUB participation with the Submitter. At this meeting, Respondents will have an opportunity to ask any questions regarding this RFQ.

- 1.12 **ELIGIBLE RESPONDENTS:** Only individual firms or lawfully formed business organizations may apply. 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, Project Management & Construction Services (PMCS) has adopted Exhibit H, Policy on Utilization of Historically Underutilized Businesses (See Attachment 2). The Policy applies to all contracts with an expected value of \$100,000 or more. If PMCS 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:** A completed HUB Subcontracting Plan shall be required for the initial Request for Qualifications submission. See Article 1.13.2 for HUB submission requirements in response to this RFQ. The University of Texas at Austin, Project Management & Construction Services (PMCS), has determined that subcontracting opportunities are probable in connection with future, individual project assignments awarded to successful Respondents to this RFQ. HUB Subcontracting Plan (HSP) will be required as a part of any and all future, individual project assignments with a value of \$100,000 or more and shall be in accordance with the UT Austin Policy on Utilization of Historically Underutilized Businesses (HUB), Exhibit H. At least 23.7% of your contracted amount is targeted for participation of Historically Underutilized Businesses (HUBs). Qualified HUBs must be currently registered with the State of Texas

Comptroller of Public Accounts Historically Underutilized Business (HUB) Program to meet the University's participation goals.

1.13.2 In response to this RFQ, the following documents shall be submitted in accordance with the due dates set herein.

1.13.2.1.1 Submission Documents No. 2 shall include a signed and completed (1.) "Letter of HUB Commitment" (page 9 of Exhibit H) and (2.) HUB Subcontracting Plan (HSP) Sections 1 thru 4 (pgs 11 -14).

1.13.3 The HUB required documents listed in 1.13.2.1.1 shall be submitted electronically as a part of the Submission Documents No. 2 package described in Section 5 of this RFQ.

- 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 at Austin. 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 the Uniform General and Supplementary General Conditions for University of Texas at Austin Building Construction Contracts.
- 1.18 **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.
- 1.19 **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.
- 1.20 **APPROPRIATE LICENSE AND REGISTRATION:** All firms and individuals providing professional services for the University shall adhere to all current applicable laws, regulations and requirements of the State of Texas in the performance of their services.

SECTION 2 – EXECUTIVE SUMMARY

2.1 HISTORICAL BACKGROUND:

The University of Texas at Austin (hereinafter referred to as the University) has approximately 15.4 million gross square feet of floor space in buildings located on the main research and teaching campus, two remote research campuses, and several other specialized sites.

The University Project Management and Construction Services (PMCS) department’s mission is to develop and maintain an exceptional physical environment and to provide benchmark services to support the University's educational and research goal of transforming lives for the benefit of society. The campus community is served by approximately 150 PMCS employees working to provide the following services: planning, design, and installation of construction and renovation projects.

These services are provided to a campus community comprised of 15 colleges and 74 departments. Within these colleges and departments are 18,185 full-time and part-time staff supporting 4,601 teaching faculty and approximately 50,000 students.

The grounds of the University consist of the original 40-acre campus just north of the State Capitol and additional land acquired by gift and purchase. The main campus now covers approximately 423.5 acres.

Also part of the University is the J. J. Pickle Research Campus, a 476-acre tract eight miles north of the main campus that houses research organizations in Engineering, Science, and the Social Sciences. In addition the University is complemented with the Brackenridge tract, 445 acres bordering Town Lake, where research is conducted in life sciences; the Montopolis Research Center, 94 acres in Southeast Austin and the Johnson Wildflower Center in South Austin.

Outside of the Austin, Texas area the University also has maintenance and renovation responsibilities for the Marine Science Institute at Port Aransas, the Winedale Historical Center near Round Top, the Bee Cave Research Center west of Austin, the J. Frank Dobie Ranch in Paisano, Sam Rayburn Library in Bonham, the Garner Library in Uvalde, McDonald Observatory in Fort Davis, Texas, and other miscellaneous sites in Texas.

The University, through Project Management and Construction Services, provides design and construction administration services for University administrative and academic units / Colleges which submit service requests to undertake construction and renovation projects as well as Facilities Services maintenance and deferred maintenance projects. UT Austin PMCS is authorized by the UT Board of Regents to provide Project Management design and construction services for projects with a total project cost less than \$10,000,000.00 (for new construction or renovation). PMCS may also “institutionally manage” Capital Improvement Projects (CIP) that exceed \$10,000,000.00 with special approval from the Board of Regents.

2.2 MISSION STATEMENT:

The mission of The University of Texas at Austin is to achieve excellence in the interrelated areas of undergraduate education, graduate education, research and public service. The University provides superior and comprehensive educational opportunities at the baccalaureate through doctoral and special professional educational levels.

The University contributes to the advancement of society through research, creative activity, scholarly inquiry and the development of new knowledge. The University preserves and promotes the arts, benefits the state’s economy, serves the citizens through public programs and provides other public service.

2.3 DESCRIPTION, SCOPE AND BUDGET:

In order to provide timely and cost effective design and other specialized services, UT, PMCS proposes to enter into Master Agreements for On-Going Professional Services with various firms who can provide these services. Contracts will be executed using individual "Project Assignments. There is no guarantee that any SPECIFIC MINIMUM DOLLAR amount of fees will be awarded. Upon mutual consent, the Master Agreements may be extended for a period of five (5) additional one calendar year renewals under the same general terms and conditions with any added modifications due to codes, software versions, firms revised hourly rate schedule as may be approved, new UT, PMCS policies, etc.

The award of individual "Project Assignments" shall be based on the expertise of the Professional Service Provider, their successful performance on prior assignments, the number of projects needed to be designed (after evaluation of UT staff availability), and the availability of funding for projects. Professional Services fees for individual project assignments will be negotiated based on the governing rules of the UT Board of Regents of The University of Texas System. These fees will vary depending upon the types of services required and the project types.

The successful respondent(s) shall provide hourly rates for additional services or hourly not to exceed tasks as a part of executing the awarded Master Agreement. These rates shall be based on performance tasks (Principal, Senior Engineer, Drafting Technician, clerical, etc.; not individual names) and be submitted during the contracting process and negotiations. Initial hourly rates shall be for the base year of the contract. These rates may be negotiated for each of the subsequent renewal periods, as applicable.

NOTE, no hourly rates schedule shall be submitted in the response to this Request for Qualifications (RFQ).

It is intended that the successful Prime Respondents shall have the in-house capability to provide the necessary architectural and engineering services required. Sub-consultants for other disciplines will be included on individual project assignments as the sub-consultant specialty is warranted.

The Scope of Work will vary from project assignment to project assignment in complexity and the scope of services to be provided by the Prime Professional Service Provider. Services to be provided may include one or more of the items of service listed below:

Program Evaluation, Project Planning, Facilities Space Management, Feasibility Analysis, Testing, Studies/Reports, Conceptual Design, Cost Estimates, Schematic Design, Design Development, Bidding Construction Documents, Bidding and Contractor Selection services, basic Construction Administration, as-constructed drawings and more extensive construction phase quality control and monitoring.

All firms will be required to comply with all necessary / applicable codes (Life safety, NFPA 101, etc.), other regulations, TDLR and "UT Design and Construction Standards" as may be additionally stated in the On-Going Master agreement, subsequent renewals and specific project assignments.

In 2016, Project Management & Construction Services received Board of Regents approval to oversee projects up to \$10 million in total project costs. Prior to 2016, the Board of Regents limit was \$4 million. The below project data is provided for the Respondent’s information and does not guarantee any awarded-Respondent’s project assignments.

Project Construction Cost	No. of Projects 2010	No. of Projects 2011	No. of Projects 2012	No. of Projects 2013	No. of Projects 2014
\$50K-\$250K	140	60	61	72	77
\$251-\$500K	16	15	14	13	14
\$501K-\$1M	5	11	12	12	11
\$1.1M-\$4M	10	15	13	7	12
Over \$4M	2	1	1	1	2

Respondents are encouraged to apply and be considered for all ranges of projects including both smaller (\$50K to \$1M) and larger projects \$1M to \$10M).

The example of project types referred to below shall include, but will not be limited to, Architectural & Engineering services for building renovations & new facilities up to \$10 million total project cost for the following potential “**Functional Disciplines**” of service:

2.3.1 ARCHITECTURAL PROJECTS

2.3.1.1 **Laboratory, Research and Other Related Facilities.** Firms must have technical expertise and experience with laboratory design including BSL laboratories (1 through 3), use of NFPA 45 Standard on Fire Protection for Laboratories, fume hoods and laboratory ventilation, clean room and HEPA filtration expertise, and animal facilities. Technical renovation project types include but are not limited to Wet Lab renovations with focus on both biological and chemical research laboratories; Dry Lab renovations including computational, mechanical/electrical engineering, chemical engineering, and physics related research; Clean Rooms and environmentally controlled rooms; student teaching labs & computer classrooms; and fire protection and fire alarm projects.

2.3.1.2 **Multifunctional Areas, Classrooms, Meeting Rooms, Auditoriums, Distance Learning Facilities And Audio / Visual Facilities.** Projects shall include, but will not be limited to, services for the timely completion of a variety of projects that may involve: adaptive reuse, coordination & approvals processing, budget development, building design (new & renovations), building evaluations & existing conditions assessments, code review & compliance, construction coordination & observation, construction documentation, consultant coordination, cost analysis, design development, historic restoration, programming, project scheduling, schematic design, site analysis, planning & design, green building practices, technical design review and value engineering.

2.3.1.3 **Office Renovations and Administrative Resource and Support Areas.** Projects shall include, but will not be limited to, services for the timely completion of executive and administrative offices and may involve space planning, FF&E (furniture, fixtures & equipment), adaptive reuse, coordination & approvals processing, budget development, building design (new & renovations), building evaluations & existing conditions assessments, code review & compliance, construction coordination & observation, construction documentation, consultant coordination, cost analysis, design development, historic restoration, programming, project scheduling, schematic design, site analysis, planning & design, green building practices, technical design review and value engineering.

2.3.1.4 **ADA Specific Related Renovations and Remodeling.** Projects for design and construction related to Americans with Disabilities Act barrier removal, including but not limited to restroom renovations, ramps, walkways, conveying systems, entrances and doorways in an urban university campus setting. Knowledge of current Texas Accessibility Standards and Americans with Disabilities Act Architectural Guidelines is required as well as demonstrated practical experience in barrier removal problem solving, conceptual and construction drawing documentation. Work scope may include site assessments; field verification and coordination meetings with University's Registered Accessibility Specialist.

2.3.1.5 **Historical Emphasis.** Projects shall include exterior and interior rehabilitation and changes to interior functions that may be required in buildings on campus that are over 70 years old. Projects in these buildings may require full architectural services that include but are not limited to: building condition assessment, code analysis, restoration programming, cost estimating, design, construction detailing, and specification writing. To support ongoing preservation and repairs, deliverables may include, but are not limited to: design services for the timely completion of surveys, historic structure reports, and phased master planning. Work may include projects of historical significance at the Winedale Historical Center, Sam Rayburn Library, Garner Museum and other outlying locations.

2.3.1.6 **Interior Design Services.** Interior Design services projects shall include, but are not limited to space planning; furniture, fixtures, and equipment selection; finish selection; window treatment; architectural details; millwork details; green building practices; coordination of MEP systems; code compliance; significant historical interiors; and Texas Accessibility Standards. Types of projects can include: locker rooms, office - landscape and executive, retail, social gathering spaces, and restrooms.

2.3.1.7 **Landscape Architecture.** Projects shall include Landscape Architectural services for landscape and irrigation renovation projects and new landscape construction projects. Use of sustainable landscape design is encouraged.

2.3.2 **ENGINEERING PROJECTS**

2.3.2.1 **Civil.** Projects shall include, but will not be limited to, Road Repairs and Driveway modifications (major and minor); Water Systems (new and renovations); Wastewater Systems (new and renovations); Site Drainage and Erosion Issues.

2.3.2.2 **Structural.** Projects shall include, but will not be limited to, new or moved equipment location feasibility relating to support, weight, load capacity, vibration, etc.; Sidewalks (new and renovations); miscellaneous structural inspections; Ladders and platforms renovations; forensic analysis.

2.3.2.3 **Waterproofing.** Projects shall include, but will not be limited to, building envelope infiltration analysis which may include Roofing (major re-roofing and smaller repairs); Skylights (waterproofing repairs, replacements); Roofing Access Safety; Greenhouses (waterproofing repairs); Building Envelopes (façade renovations, façade replacements, wall sealing, window sealing and replacements, soffit repairs); Subgrade Waterproofing issues.

2.3.2.4 **MEP.** HVAC: Projects shall include, but will not be limited to, Major renovations (with associated logistical and scheduling concerns and temporary conditioning), minor renovations/additions from change of use (new occupancy, additional loads, malfunctioning old equipment, etc.), building-wide assessments/audits, exhaust issues (new equipment, pressurization problems, etc.), equipment cooling, data centers, energy projects, critical space (close control) conditioning, IAQ projects, unique space designs (Texas Swim Center, etc.), and all associated piping systems (chilled water, heating water, steam, condensate, drain, refrigerant, etc.)

ELECTRICAL: Projects shall include, but will not be limited to Major renovations (building re-wiring, transformer/switchgear replacements, new equipment loads), minor renovations (new equipment/occupants/use), emergency lighting, Arc Flash studies/compliance, emergency generators, ADA projects.

PLUMBING: Projects shall include, but will not be limited to, Major renovations (significant restroom projects, ADA projects, equipment replacements, etc.), new equipment installation, and replacement of old equipment and piping, minor renovations (new equipment/occupants/use), RPZ's and other safety features.

SPECIALTY SERVICES: Projects shall include, but will not be limited to, Supply, waste, and vent piping for gases, chemicals, hazardous chemicals, acids, extreme temperature chemicals, etc.

NOTE: Multiple Firms may be selected for each Functional Discipline.

2.4 SELECTION PROCEDURE / DESCRIPTION OF PROCESS:

- Selection committees of between 5-8 people (UT personnel) each, will evaluate the submittals. If interviews are required to assist in making the selection, these firms will be notified. Interviews, if required, will be conducted in Austin, Texas. The same committee may evaluate more than one functional discipline of services.
- The University reserves the right to request additional information or clarification from all Respondents; those short listed after initial selection; or those to be interviewed (if applicable).
- The University reserves the right to reject any or all qualifications at any point during this selection process.

2.5 AVAILABLE RESOURCES

Available to all Respondents:

1. University of Texas at Austin Design & Construction Standards
<http://pmcservices.utexas.edu/dcstandards/>
2. Main campus maps and parking information:
<http://parking.utexas.edu/maps/>
4. Project Management and Construction Services (PMCS) Web Site
<http://pmcservices.utexas.edu>

SECTION 3 – SUBMISSION REQUIREMENTS

3.1 GENERAL INSTRUCTIONS:

- 3.1.1 Respondents shall carefully read the information contained in the following criteria and submit a complete statement of Qualifications to all questions in Section 4 formatted as directed in this Section. Incomplete Qualifications will be considered non-responsive and subject to rejection.
- 3.1.2 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.
- 3.1.3 Qualifications and any other information submitted by Respondents in response to this RFQ shall become the property of the Owner.
- 3.1.4 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.
- 3.1.5 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.
- 3.1.6 The Owner makes no representations of any kind that an award will be made as a result of this RFQ. 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.
- 3.1.7 Failure to comply with all requirements contained in this Request for Qualifications may result in the rejection of the Qualifications.

3.2 FORMATTING INSTRUCTIONS:

- 3.2.1 Section 4 and Section 5 submittal documents shall be submitted electronically. Section 4 and Section 5 shall be separate, individual documents each as a **single Adobe .pdf document, not to exceed 15MB each**, submitted separately to the email address provided in 3.3.2 and 3.3.3 below. Responses not submitted to the respective email addresses below as a single .pdf shall be considered non-compliant and shall not be considered.
- 3.2.2 Responses shall only be considered that specifically address the Criteria Qualifications, Section 4. Additional information and/or attachments shall not be considered. Only the responses provided by the Respondent to the questions identified in Section 4 of this RFQ will be used by the Owner for evaluation.
- 3.2.3 Separate and identify each criteria response to Section 4 of this RFQ by use of the Adobe bookmarks. Label each bookmark with the respective Section 4 Criteria response number.
- 3.2.4 Separate and identify Section 5 response bookmarks as: General Information; HUB Documents; and Execution of Offer.
- 3.2.5 **File Naming Standard: Each of the two submission documents (i.e., Section 4 or Section 5) shall be entitled with the firm's name and identify the respective Section 4 or Section 5. (Example: Firm_Name_Inc_Section_4.pdf or Firm_Name_Inc_Section_5.pdf)**

3.3 ELECTRONIC FILING INSTRUCTIONS:

3.3.1 Only electronically submitted responses shall be accepted. Respondent firms shall email their documents **from a single firm email address** when transmitting documents to the below University email addresses.

3.3.2 Only submissions received by the date and time stated in this RFQ shall be considered. The below University email addresses will not accept late submissions.

3.3.3 Respondent firms shall submit to the respective University email addresses below:

Section 4 Submission Document Package No. 1 to: AE-EA@sps.austin.utexas.edu

Section 5 Submission Document Package No. 2 to: AE-EA@sps.austin.utexas.edu

3.3.4 The University will acknowledge receipt of Respondent's email within 24 hours with the exception of the University's closing for Winter Break from December 23, 2016 through January 1, 2017. The University will post the final list of all Respondents by January 20, 2017 (unless submittal date is extended) at: pmcservices.edu/calendar.

3.4 UNNECESSARILY ELABORATE PROPOSALS OR QUOTATIONS: Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective Proposal to this solicitation are not desired and may be construed as an indication of the Respondent's lack of cost consciousness.

**SECTION 4 - REQUIREMENTS FOR STATEMENT OF QUALIFICATIONS
SUBMISSION DOCUMENT PACKAGE NO. 1**

Company (“Respondent”) Legal Name: _____

Main Discipline Submitting (check only one for Main Discipline):

Main Discipline: Architectural/Engineering
Also check all engineering disciplines your firm provides in-house:
 MEP Civil Structural Fire/Life Safety

Main Discipline: Engineering/Architectural
Also check all engineering disciplines your firm provides in-house:
 MEP Civil Structural Fire/Life Safety

The submission of interest and qualifications for this RFQ will be evaluated based on the responses to following criteria. The criteria are not listed in any particular priority. 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 process.

If the Respondent has answered “Yes” to any questions 5.2 through 5.5 in Section 5 - General Information, Submission Documents No. 2, indicate below by marking with a checkmark which questions were answered affirmatively.

Question 1 _____ *Question 2* _____ *Question 3* _____ *Question 4* _____

4.1 CRITERIA ONE: FIRM AND TEAM QUALIFICATIONS

- 4.1.1 Total number of employees company-wide: _____
- 4.1.2 Total number of employees within local office (w/n 100 miles of Austin): _____
- 4.1.3 Provide a brief history of the Respondent’s firm (Limit response to one page).
- 4.1.4 Provide identification on an organizational chart of key personnel who will undertake the services for future project assignments. Identify which employees are within local office (w/n 100 miles of Austin), if any.
- 4.1.5 Provide information for each key personnel that includes information within the last five years including: years with the Respondent’s firm; years of relevant experience with brief description of the relevant project(s); their roles in the identified relevant projects; list any professional licenses. (Limit response to one page per key personnel.)
- 4.1.6 For any past project(s) where the Respondent served as the primary professional service provider where the project was located over 100 miles from the Respondent’s location; provide the client name, contact information, project name and dates of project. (Limit response to 3 projects). If your firm has not served as prime on projects located over 100 miles, please indicate so by responding: “None”

4.1.7 For the projects listed in 4.1.6, provide details of how your firm communicated and overcame logistical issues. If you responded to 4.1.6 above as “None”, respond to 4.1.7 as “N/A”.

4.2 CRITERIA TWO: FIRM’S PERFORMANCE ON PAST RELEVANT PROJECTS

4.2.1 Provide a brief narrative describing your firm’s areas of specialty (i.e., Main Discipline) relevant to the types of projects listed in Section 2.3.1 and 2.3.2 of this RFQ in which your firm served as the **primary** professional service provider (Limit response to one page).

4.2.2 List a maximum of ten (10) recent projects for which you have provided the above-described services. List the projects in order of priority, with the most relevant project listed first. Include projects and identify those that were performed for The University of Texas at Austin, any University of Texas System campus, and/or any other institution of higher education or similarly complex facilities which maintain continued operation during construction (hospitals, labs, semi-conductor, etc). Provide the following information for each project listed:

1. Project name and location.
2. Project description.
3. Project Owner.
4. Project construction cost, or estimated cost if not constructed.
5. Project size in gross square feet.
6. Whether the project was new construction, an addition, or a renovation.
7. Provide duration of both design and construction.
8. Briefly describe unique challenges and your approach to a successful resolve.
9. Identify any key personnel involved on this project that are proposed in above Section 4.1.
10. References contact name and contact information for each project listed above,

4.3 CRITERIA THREE: FIRM’S MANAGEMENT APPROACH

4.3.1 Briefly describe your firm’s approach to managing the following: (Limit response to one page):

- 4.3.1.1 Timely completion of design.
- 4.3.1.2 Designing within the project’s budget.
- 4.3.1.3 Quality of document.

Section 4.4 OTHER SERVICES: The Respondent should check all the other discipline services below that the Respondent deems their firm is qualified to perform that was not selected as the Respondent’s Main Discipline above. The discipline services checked by the Respondent shall not be scored by the University for the potential award of a Master Contract and is being provided by the Respondent on an informational basis only. The University shall consider the Respondent’s qualifications to perform the discipline services on a project-by-project basis should the Respondent be contracted with the University based on the best-value selection of Respondent’s main discipline.

<input type="checkbox"/> Architectural Design of Laboratories, Research and Other Related Facilities	<input type="checkbox"/> Architectural Design of Multifunctional Areas, Classrooms, Meeting Rooms, Auditoriums, Distance Learning Facilities & Audio / Visual Facilities
<input type="checkbox"/> Architectural Services Office Renovations and Administrative Resource and Support Areas	<input type="checkbox"/> Architectural Design for ADA Specific Related Renovations & Remodeling
<input type="checkbox"/> Architectural Design with Historical Emphasis	<input type="checkbox"/> Interior Design Services
<input type="checkbox"/> Landscape Architecture	<input type="checkbox"/> Civil Engineering
<input type="checkbox"/> Structural Engineering	<input type="checkbox"/> Waterproofing Design
<input type="checkbox"/> MEP	<input type="checkbox"/> Cost Estimating
<input type="checkbox"/> Master Planning	<input type="checkbox"/> Commissioning
<input type="checkbox"/> Space Planning	<input type="checkbox"/> Move Coordination Services
<input type="checkbox"/> Traffic Planning	<input type="checkbox"/> Road Improvement
<input type="checkbox"/> Wayfinding/Signage	<input type="checkbox"/> Surveying
<input type="checkbox"/> Geotechnical Services	<input type="checkbox"/> Other: _____

END OF SECTION 4

SECTION 5 –SUBMISSION DOCUMENT PACKAGE NO. 2

*General Information
HUB Documents
Execution of Offer*

Respondent shall complete all information requested below and submit the entire document as an Adobe Acrobat .pdf document as Submission Documents #2 and shall submit by the deadline dates stated in this RFQ.

5.1 General Information

Main Discipline Submitting in response to this solicitation (check only one):

- Architectural/Engineering
- Engineering/Architectural

Legal Name of company as registered with the State of Texas:

Main Address of Company

Local Address of Company (within 100 miles of Austin, Texas)

Name of Single Point of Contact for this solicitation:

Title:

Phone:

Email:

Is your firm a Texas-Certified HUB? Yes No

If yes, what is your HUB Status:

AS/M AS/F AI/M AI/F BL/M BL/F HI/M HI/F WO/F

Is your firm interested in reviewing plans and specifications designed by other professional service providers for adherence to UT Standards?

Yes _____ No _____

Is your firm interested in being considered for projects with Total Project Costs of (select all that apply):

\$50K to \$1M \$1M to \$10M

Acknowledge all Addendum Issued:

_____ 1 _____ 2 _____ 3 _____ 4 _____ 5 _____ 6 _____ 7 _____

5.1.1 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.
Yes _____ No _____

5.1.2 Is your company involved in litigation or claims filed against your company? If yes, provide any details of all past or pending litigation or claims filed that would affect your company's performance under a Contract with the Owner. Yes _____ No _____

5.1.3 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. Yes _____ No _____

5.1.4 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 yes, please explain. Yes _____ No _____

5.1.5 Provide the Respondent firm's current insurance minimum limits and expiration dates below:

Professional Liability and Errors and Omissions

(If your project deliverables do not require a State of Texas Professional "seal", this Professional Liability and Errors and Omissions insurance is not required.)

	\$	each claim
	\$	aggregate
		Exp. Date _____
Worker's Compensation	(Statutory Limits)	
Commercial General Liability	\$	each occurrence
	\$	Aggregate
		Exp. Date _____
Business Auto Liability	\$	each occurrence
		Exp. Date

5.2 HUB SUBMITTAL DOCUMENTS

(Place this information on business letterhead – including name, address and telephone number)

“Letter of HUB Commitment for Professional Services”

Date

Muriel D. Kruse
HUB Staff Associate
Project Management and Construction Services
The University of Texas at Austin
1301 E. Dean Keeton, FC1, Room 2.102

Re: Historically Underutilized Business Plan for (Project Title) _____
Contract Number: _____

Dear Ms. Kruse:

In accordance with the requirement 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 qualification, referencing Contract Number _____.

I have read and understand The University of Texas at Austin Policy on Utilization of Historically Underutilized Businesses (HUBs).

Good Faith Effort will be documented by a two part HUB Subcontracting Plan (HSP) process. **Part one (1)** of the HSP submission will reflect self-performance with the appropriate sections completed per the instructions in Option Four of the HSP Quick Checklist located on page 10 of The University of Texas Exhibit H Policy on Utilization of Historically Underutilized Businesses (HUBs).

As the scope of work/assignment is defined under this contract, **Part Two (2)** of the process will require a revised HUB Subcontracting Plan (HSP) and the Good Faith Effort will be documented per instructions in the HSP Quick Checklist for project assignments \$100,000 and over. The revised HUB Subcontracting Plan will be submitted to the HUB Staff Associate with the proposal submitted for execution of each contract. Documentation of subcontracted work will be provided with each pay request with a Progress Assessment Report (PAR).

Sincerely,

Project Executive
Cc: Contracts



HUB SUBCONTRACTING PLAN (HSP)

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

NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Texas 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 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.13 are:

- 11.2 percent for heavy construction other than building contracts,
- 21.1 percent for all building construction, including general contractors and operative builders contracts,
- 32.9 percent for all special trade construction contracts,
- 23.7 percent for professional services contracts,
- 26.0 percent for all other services contracts, and
- 21.1 percent for commodities contracts.

Agency Special Instructions/Additional Requirements

In accordance with 34 TAC §20.14(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only the aggregate percentage of the contract expected to be subcontracted to HUBs with which the respondent does not have a continuous contract* in place for more than five (5) years shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.

HUB Goal – 23.7% (PSP)

- ❖ Respondents shall submit a completed HUB Subcontracting Plan (HSP) to be considered responsive. Failure to submit a completed HSP shall result in the bid, proposal or other expression of interest to be considered NON-responsive.
- ❖ HUB Subcontracting Plan (HSP) Prime Contractor Progress Assessment Report (PAR) shall be submitted with each request for payment as a condition of payment.
- ❖ Please note that phone logs are no longer acceptable as documentation of the good faith effort. Only fax, email, and certified letter are acceptable.
- ❖ Seven (7) working days shall be defined as a normal business days of the University of Texas at Austin, not including weekends or University observed holidays. The first working day shall be the day following the day that the notice was sent and the 7th day is the day that the response is due.

UT Austin (only) Please check:

- New HUB plan
- Conventional Bid
- Competitive Sealed Proposal
- Construction Manager @ Risk or Design Build
- JOC / OOL
- Change Order
- Professional Services (PSP)
- Other:

SECTION-1 RESPONDENT AND REQUISITION INFORMATION

a. Respondent (Company) Name: _____ State of Texas VID #: _____
 HSP Point of Contact: _____ (person most familiar with HSP plan) Phone #: _____
 Email Address: _____ Fax #: _____

b. Is your company a State of Texas certified HUB? - Yes - No

c. Requisition #: _____ Bid Open Date: _____ / ____ / ____
 (mm/dd/yyyy)

SECTION-2 RESPONDENT'S SUBCONTRACTING INTENTIONS

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, **including contracted staffing, goods, services, transportation and delivery will be subcontracted.** Note: In accordance with 34 TAC §20.11., an "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:

- **Yes**, I will be subcontracting portions of the contract. (If **Yes**, complete Item b. of this SECTION and continue to Item c of this SECTION.)

- **No**, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources. Including employees, goods, services, transportation and delivery. (If **No**, continue to SECTION 3 and SECTION 4.)

b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you do not have a continuous contract* in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to non-HUBs .
1		%	%	%
2		%	%	%
3		%	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at <http://window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/>)

c. Check the appropriate box (Yes or No) that indicates whether you will be using **only** Texas certified HUBs to perform **all** of the subcontracting opportunities you listed in SECTION 2, Item b.

- **Yes** (If **Yes**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed.)

- **No** (If **No**, continue to Item d, of this SECTION.)

d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract with Texas certified HUBs with which you **do not** have a **continuous contract*** in place with **for more than five (5) years**, meets or exceeds the HUB goal the contracting agency identified on page 1 in the "Agency Special Instructions/Additional Requirements".

- **Yes** (If **Yes**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed.)

- **No** (If **No**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed.)

**Continuous Contract: Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or services, to include transportation and delivery under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime Contractor and HUB vendor are entering (have entered) into "new" contracts.*

SECTION- 2 RESPONDENT'S SUBCONTRACTING INTENTIONS (CONTINUATION SHEET)

This page can be used as a continuation sheet to the HSP Form's page 2, SECTION 2, Item b. Continue listing the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you do not have a continuous contract* in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to non-HUBs .
16		%	%	%
17		%	%	%
18		%	%	%
19		%	%	%
20		%	%	%
21		%	%	%
22		%	%	%
23		%	%	%
24		%	%	%
25		%	%	%
26		%	%	%
27		%	%	%
28		%	%	%
29		%	%	%
30		%	%	%
31		%	%	%
32		%	%	%
33		%	%	%
34		%	%	%
35		%	%	%
36		%	%	%
37		%	%	%
38		%	%	%
39		%	%	%
40		%	%	%
41		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

* **Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or services, to include transportation and delivery under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime Contractor and HUB vendor are entering (have entered) into "new" contracts.

SECTION-3 SELF PERFORMING JUSTIFICATION (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.)

If you responded "No" to SECTION 2, Item a, in the space provided below explain how your company will perform the entire contract with its own employees, supplies, materials and/or equipment, to include transportation and delivery.

Line Item # - Self Performing Trades Description	Line Item # - Self Performing Trades Description
(#1)	(#4)
(#2)	(#5)
(#3)	(#6)

Provide explanation in this box:

SECTION-4 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 is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

- The respondent will provide notice as soon as practical to **all** the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (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 its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- 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 being performed and must provide documentation regarding staffing and other resources.

 Signature Printed Name Title Date

Reminder:

- If you responded "Yes" to SECTION 2, Items c or d, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed in SECTION 2, Item b.
- If you responded "No" SECTION 2, Items c and d, you must complete an "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed in SECTION 2, Item b.

5.3 EXECUTION OF OFFER
For
The University of Texas at Austin
ON-GOING ARCHITECTURAL and ENGINEERING PROFESSIONAL SERVICES
RFQ No.: 17PSP001

THIS EXECUTION OF OFFER MUST BE COMPLETED, SIGNED, AND RETURNED WITH 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 AT UNIVERSITY. A FALSE CERTIFICATION SHALL BE DEEMED A MATERIAL BREACH OF CONTRACT AND, AT UNIVERSITY'S OPTION, MAY RESULT IN TERMINATION OF ANY RESULTING CONTRACT OR PURCHASE ORDER.

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 University and Respondent; (3) University has made no representation or warranty, written or oral, that one or more contracts with University will be awarded under this RFQ; and (4) Proposer shall bear, as its sole risk and responsibility, any cost which arises from Respondent's preparation of a response to this RFQ.
2. By signature hereon, Respondent offers and agrees to furnish to the University 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. 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.
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.
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, 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.
6. By signature hereon, Respondent represents and warrants that:
 - a. Respondent is a reputable company regularly engaged in providing products and/or services necessary to meet the terms, conditions and requirements of the RFQ;

- b. Respondent has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the terms, conditions and requirements of the RFQ;
 - c. 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;
 - d. 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;
 - e. Respondent, if selected by University, will maintain insurance as required by the Contract;
 - f. All statements, information and representations prepared and submitted in response to this RFQ are current, complete, true and accurate. Respondent acknowledges that University will rely on such statements, information and representations in selecting the Successful Respondent. If selected by University as the Successful Respondent, Respondent will notify University immediately of any material change in any matters with regard to which Respondent has made a statement or representation or provided information.
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.
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.
9. By signature hereon, Respondent certifies as follows:
- “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.”*
- “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.”*
- “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.”*
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 University entering into any contract with Respondent.

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*).
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.
13. By signature hereon, Respondent signifies his compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.
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.
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
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.

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 University of Texas VIN No: _____
(If previously assigned)

Respondent's EIN No: _____

If Sole Owner: _____

Respondent's EIN No: _____

If a Corporation: _____

 Respondent's State of Incorporation: _____

 Respondent's Charter No.: _____

Please identify each person who owns at least 25% of Respondent's business entity by name and EIN number:

(Name)

(Name)

(Name)

Submitted and Certified By:

(Respondent's Name)

(Authorized Signature)

(Date)

(Printed Name/Title)

(Telephone Number)

(Facsimile Number)

(Street Address)

(City, State, Zip Code)

END OF SECTION 5

SECTION 6 - ATTACHMENTS TO THE RFQ

- Attachment 1 Sample Master Agreement Between The University of Texas at Austin (Owner) and Professional Service Provider including UT Board of Regents Fee Schedule for Basic Services
- Attachment 2 Exhibit H - Policy on Utilization, Historically Underutilized Businesses

ATTACHMENT 1

Sample Master Agreement Between The University of Texas at Austin (Owner) and Professional Service Provider including UT Board of Regents Fee Schedule for Basic Services

MASTER AGREEMENT

BETWEEN OWNER AND PROFESSIONAL SERVICES PROVIDER

FOR

ON-GOING PROFESSIONAL SERVICES

On

PROJECTS OF LIMITED SCOPE

ONGOING MASTER CONTRACT NO. XXXXXX

This Agreement is made as of _____, 20__ (the "Effective Date"), by and between:

The Owner:

and

The Professional Service Provider:

This Agreement is for the provision of miscellaneous PSProvider, engineering, and technical support services for renovation, repair and minor construction projects of limited scope, to be performed on a non-exclusive, indefinite quantity basis, as requested by the Owner in accordance with the terms of this Agreement. Professional Service Provider hereinafter called the PSProvider represents that he has the knowledge, ability, skills and resources to provide such services in accordance with the terms and requirements of this Agreement.

The Owner and the PSProvider agree as follows:

This Master Agreement shall serve as a collection of conditions, requirements and terms including the Owner's latest version of the Uniform General Conditions, the Owner's Additional General Conditions, as well as all requirements of the original Request For Qualifications (RFQ) with subsequent Addenda, the PSProvider's responses to the RFQ, and Interviews (if applicable) and other requirements specific to all individual "Project Assignments." The specific phases or descriptions of service shall only apply if that service is part of the requirements in the individual "Project Assignment" authorization. (Example: If the authorization is for testing services or feasibility studies, etc., then the basic services requirements are not applicable). If Basic Services are required then all elements of Basic Services shall be included unless specifically excluded.

TABLE OF CONTENTS

ARTICLE 1	TERM OF AGREEMENT
ARTICLE 2	MAXIMUM AUTHORIZED CONTRACT AMOUNT
ARTICLE 3	SCOPE OF WORK
ARTICLE 4	PSPROVIDER'S SERVICES AND RESPONSIBILITIES
ARTICLE 5	OWNER'S RESPONSIBILITIES
ARTICLE 6	ACCEPTANCE OF WORK
ARTICLE 7	COMPENSATION FOR SERVICES RENDERED
ARTICLE 8	REIMBURSABLE EXPENSES
ARTICLE 9	INVOICING
ARTICLE 10	PSPROVIDER ACCOUNTING RECORDS
ARTICLE 11	OWNERSHIP AND USE OF DOCUMENTS
ARTICLE 12	TERMINATION OF AGREEMENT
ARTICLE 13	DISPUTE RESOLUTION
ARTICLE 14	MISCELLANEOUS PROVISIONS
ARTICLE 15	AMENDMENTS TO THE AGREEMENT FOR CONSTRUCTION MANAGER @ RISK PROJECT DELIVERY METHOD
ARTICLE 16	GENERAL CONDITIONS FOR BASIC, SUPPLEMENTAL AND ADDITIONAL SERVICES
ARTICLE 17	NOTICES
ARTICLE 18	INDEMNITY
ARTICLE 19	HISTORICALLY UNDERUTILIZED BUSINESSES

LIST OF ATTACHMENTS

- Att. 1-UT Board of Regents Fee Schedule for Basic Services
- Att. 2-Personnel Titles and Hourly Rates
- Att. 3-Exhibit H: Policy on Utilization of Historically Underutilized Businesses (HUBs) Professional Services

Article 1 TERM OF AGREEMENT

1.1 **Initial Term:** This initial term of this Agreement shall begin on the effective date and shall expire twelve (12) months after that date unless renewed or terminated in accordance with the terms of the Agreement.

1.2 **Renewal Option:** The Owner has the option to renew this Agreement terms for XXXX successive twelve (12) month periods upon written notice to the PSProvider at least sixty (60) days prior to the expiration of the initial or any subsequent term.

1.3 **Completion of Work in Progress:** The Owner has the option to extend the term of this Agreement, or any renewal period, as necessary for PSProvider to complete work on any project approved by the Owner prior to the expiration of the Agreement.

Article 2 MAXIMUM AUTHORIZED CONTRACT AMOUNT

2.1 **Maximum Contract Sum:** The total, maximum, not-to-exceed amount of money authorized for payment to PSProvider for services provided pursuant to this Agreement is One Million Dollars (\$1,000,000.00) without the written approval of the Owner upon Owner receiving Board of Regents consent. Total billings for authorized work performed by the PSProvider shall not exceed this maximum contract sum. The maximum contract sum shall not be increased except by written amendment to this Agreement executed by the Owner and the PSProvider.

2.2 **No Minimum Amount of Work:** Owner makes no representations regarding the amount or type of services, if any, that PSProvider will be asked to provide to Owner during the term(s) of this Agreement. It is expressly understood that the Owner is under no obligation to request any services from PSProvider and no minimum amount of work is required or contemplated under this Agreement. All service requests will be made by the Owner on an as-needed basis, subject to future agreement on the scope of the work and the fee.

Article 3 SCOPE OF WORK

3.1 **In General:** The PSProvider agrees to provide services on a per-project basis as requested by the Owner in accordance with the terms of this Agreement.

3.2 **Project Scope:** The specific scope of work for each project shall be determined in advance and in writing between the Owner and the PSProvider.

3.3 **Project RFP:** The Owner shall prepare a Project Request for Proposal (“Project RFP”) identifying the project and describing, in general, the intended scope and character of the project, the preliminary cost estimate and schedule for the project, and the basic services to be provided by the PSProvider for the project.

3.4 **Project Proposal:** In response to a Project RFP, the PSProvider shall provide Owner with a written Project Proposal. The Project Proposal shall be in the format indicated by Owner and shall include the following:

- a. An narrative description of PSProvider’s understanding of the project scope of work;
- b. A detailed statement of the basic and additional services anticipated for the project, including a list of deliverables;
- c. A description of particular phases of the scope of the work, if applicable;
- d. A Fee Proposal detailing:
 1. The total fee for providing the basic services expressed as a “Not to Exceed” amount;

2. The total fee for providing additional services expressed as a “Not to Exceed” amount; and
3. the total anticipated amount for reimbursable expenses;
- e. A proposed date to commence the work;
- f. A list of all consultants, persons and firms that PSProvider proposes to use in the performance of PSProvider’s scope of work;
- g. A schedule of hourly billing rates for any consultants that PSProvider proposes to use in the performance of PSProvider’s scope of work;
- h. A HUB Subcontracting plan, if required;
- i. Any qualifications or conditions applicable to the Project Proposal

3.5 **Project Proposal Review:** The Owner and the PSProvider shall review PSProvider’s Project Proposal and negotiate any changes, clarifications or modifications thereto. The PSProvider shall submit a revised Project Proposal incorporating any changes, clarifications or modifications made in the review process. The Owner may accept, reject or seek modification of any Project Proposal.

Article 4 PSProvider’s SERVICES AND RESPONSIBILITIES

4.1 **Project Manager:** The PSProvider shall manage the PSProvider’s services and administer any project authorized pursuant to this Agreement. The PSProvider shall provided and/or coordinate the basic services necessary and reasonably inferable for the complete performance of any project authorized pursuant to this Agreement.

4.2 **Standard of Care:** PSProvider agrees to use its best professional efforts, skill, judgment, and abilities to perform PSProvider's services in an expeditious and timely manner as is consistent with professional standards of care and the orderly progress of any project authorized pursuant to this Agreement. PSProvider shall at all times provide a sufficient number of qualified personnel to accomplish PSProvider's services within the time limits set forth in the schedule.

4.3 **Compliance with Laws:** PSProvider shall endeavor to perform PSProvider's Services 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 over the Project.

4.4 **Existing Conditions:** PSProvider shall use reasonable efforts to verify the accuracy and suitability of any drawings, plans, sketches, instructions, information, requirements, procedures, requests for action, and other data supplied to PSProvider by Owner, or any other party, that PSProvider uses for the Project.

4.5 **Correction of Work:** PSProvider's services shall be reasonably accurate and free from material errors or omissions. Upon notice, PSProvider shall promptly correct any known or discovered error, omission, or other defect without any additional cost or expense to Owner.

4.6 **Phasing:** The PSProvider shall not proceed beyond any previously authorized phase of the work for a project unless authorized by the Owner in writing, except at the PSProvider’s own financial risk. Applicable phases of the scope of work shall be identified in the Project Proposal.

4.7 **Representative:** PSProvider shall designate a representative primarily responsible for PSProvider's services under this Agreement. The designated representative shall act on behalf of PSProvider with respect to all phases of PSProvider's services and shall be available as required for the benefit of any project and the Owner. The designated representative shall not be changed without prior approval of the Owner, which approval shall not be unreasonably withheld.

4.8 **Documentation:** The PSProvider shall fully document its project activities, in drawings, reports or other methods as appropriate to the scope of work and as identified in the Project Proposal. The PSProvider shall bear the cost of providing all plans, specifications and other documents used by the PSProvider and its consultants. Specifications shall be written and organized to incorporate the **latest** Construction Specifications Institute (CSI) numbering systems.

4.9 **Construction Cost Limitation:** The Construction Cost Limitation for the Project **shall be unique to each individual "Project Assignment."** The PSProvider is responsible for managing the design of the Project so that its construction does not exceed the Construction Cost Limitation.

4.9.1 The PSProvider, as part of Basic Services, shall with their own employees (if qualified) or 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, as required in Article 14.8. **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 PSProvider 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 PSProvider shall mutually agree on changes to the project scope or the Construction Cost Limitation.

4.10 **Construction Phasing and Scheduling:** The PSProvider 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.

4.11 **Third-Party Authorizations:** The PSProvider shall assist the Owner in connection with the Owner's responsibility and procedures for obtaining approval of all authorities having jurisdiction over the Project.

4.12 **Warranty Period:** The PSProvider shall be available after final payment to advise the Owner regarding Warranty items and to inspect Warranty work during the Warranty period. PSProvider shall participate in the Project's one-year warranty review, as may be required by the Owner.

4.13 **Design Standards:** The requirements for construction represented in the drawings and technical specifications shall comply with the latest editions published version of the University Design and Construction Standards in effects as of the date of the Project Assignment Agreement and shall reference such Design and Construction Standards version and contract number on all plans and specifications for above-referenced project submitted for University review.

4.14 **Fire Marshall Coordination:** PSProvider shall coordinate public access, fire control, etc. with local authorities including UT Fire Marshall as may be necessary. PSProvider shall verify with Owner final requirements prior to starting documents.

4.15 **Consultants:** The PSProvider 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.

4.16 **Campus Master Plan:** When exterior elements are involved, the PSProvider shall design the individual project in accordance with the approved Campus Master Plan and shall, in coordination, with the Owner, obtain approval from appropriate committees that may review such work.

4.17 **Notice to Proceed:** The PSProvider shall not proceed to any stage of design without the written consent of the Owner.

4.18 **Document Reproduction:** The PSProvider shall pay for the plotting and reproduction of all plans, specifications and other documents for use by the PSProvider and its consultants and all documents plotted and reproduced for the various completion stage reviews by the Owner prior to the reproduction of bidding documents.

4.19 **Insurance Coverage.** The PSProvider shall carry such professional liability/errors and omissions insurance, covering the services provided under this Agreement and other coverage as further described, acceptable to and approved by the Owner. The fees for such insurance will be at the expense of the PSProvider. The insurance policy shall remain in force for a period of one (1) year beyond the completion date of any Project Assignment, this Master Agreement and each of three (3) twelve month and one (1) fifteen month renewals, as may be applicable. A Certificate of Insurance indicating the expiration date, and existence, of the PSProvider's insurance coverage is required prior to commencement or continuation of performance of the services under this Agreement. Each annual renewal of this agreement by the PSProvider shall include the expiration date of the insurance. PSProvider shall deliver to Owner replacement certificates not less than thirty (30) days prior to the expiration of any such insurance. If, however, PSProvider 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 PSProvider 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 PSProvider'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 University of Texas at Austin as the Project's Owner.**
- b) **On Site Insurance: For services performed on Owner's premises, the PSProvider 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 and any subsequent renewals.**

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.**
- d) **PSProvider 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.**

Article 5 OWNER'S RESPONSIBILITIES

5.1 **Project Program:** The Owner shall provide a Project RFP setting forth the Owner's description of the project scope; preliminary project budget; schedule; objectives, characteristics and constraints; and a description of the basic services to be provided by the PSProvider for the project.

5.2 **Representative:** The Owner designates Project Management and Construction Services as its representative authorized to act in the Owner's behalf with respect to the Project. The Owner designates the Director of Project Management and Construction Services or his designee as its representative for the purpose of administering this contract.

5.3 **Special Information:** The Owner shall furnish available property, boundary, easement, right-of-way, topographic and utility surveys; plans and specifications; and special data and conditions relevant to the project. Owner shall furnish other special investigations of the Project site as requested by the PSProvider and as reasonably necessary for the Project. PSProvider shall exercise reasonable care in relying upon this information in the performance of its services under this Agreement. Owner makes no warranties or representations as to the accuracy or suitability of information provided to the PSProvider by the Owner or by others.

5.4 **Entry on Land:** The Owner shall assist PSProvider in gaining entry to state owned or controlled property as necessary for PSProvider to perform its services under this Agreement.

5.5 **Administrative Services:** The Owner shall furnish all legal, accounting, auditing and insurance counseling services that it requires for the Project.

5.6 **Review of Work:** The Owner will review the PSProvider's documents at the completion of each stage of development as described in Article 14.7 of this Agreement. Owner's review comments or decisions regarding the documents will be furnished to the PSProvider in a reasonably prompt manner. The Owner will notify the PSProvider in writing of any deviation from the Owner's Design and Construction Standards, material error or omission or other defect in the project or any conflict in the contract documents that the Owner becomes aware of, but Owner shall have no obligation or duty to investigate whether such faults, defects, or conflicts exist.

5.7 **Time for Response:** The Owner shall furnish required information and services and shall render approvals and decisions as expeditiously as necessary for the orderly progress of the Architect's services and of the Work.

Article 6 ACCEPTANCE OF WORK

6.1 **Owner's Satisfaction:** All work performed under this Agreement shall be completed to the satisfaction of the Owner's representative assigned to the project. The Owner's representative shall decide all questions regarding PSProvider's performance under the Agreement and such decisions shall be final and conclusive.

6.2 **Correction of Work:** Should PSProvider's services not conform to the requirements of this Agreement and the Project Proposal as determined by the Owner's representative, Owner may order the PSProvider to re-perform such services at no additional expense to the Owner or deduct the fees for such services from any other fees payable to the PSProvider.

6.3 **Liability:** Owner's approval or acceptance of PSProvider's services will not release PSProvider from any liability for such services because Owner is, at all times, relying upon Architect's skill and knowledge in performing Architect's services.

Article 7 COMPENSATION FOR SERVICES RENDERED

7.1 **Owner's Approval Required:** Owner agrees to pay PSProvider for those services rendered at Owner's specific request, in advance and in writing.

7.2 **Scheduled Billing Rates:** Attached as Exhibit A, and incorporated herein, is PSProvider's Schedule of Billing Rates, including hourly billing rates and/or per service billing rates as applicable. The Billing Rates include all costs for any identified services and the PSProvider shall not be entitled to any additional compensation for providing those services. The Schedule of Billing rates shall remain in full force and effect for the term of this Agreement, including all renewal periods.

7.3 **Basic Service:** For Basic Services rendered in connection with any project authorized pursuant to this Agreement, PSProvider shall be compensated on an hourly rate basis or on a per-service fee basis in accordance with PSProvider's Project Proposal, up to the maximum "Not to Exceed" amount approved in PSProvider's Project Proposal.

- 7.3.1 The agreed fee percentage for Basic Services cannot exceed the maximum fee allowed as interpolated from the appropriate Board of Regents table.
- 7.3.2 The PSProvider'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 construction contingency, is more or less than the Final construction Cost limitation provided that the resulting fee, when expressed as a 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.
- 7.3.3 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 PSProvider, 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.

7.4 **Supplemental and Additional Services:** Supplemental and Additional Services are services not identified or reasonably inferable as Basic Services included in a Project Proposal (See Article 14). Supplemental and Additional Services shall be provided only if authorized or confirmed in writing by the Owner. For approved Supplemental and Additional Services provided in connection with any project authorized by this Agreement, PSProvider shall be compensated on an hourly rate basis or on a per-service fee basis in accordance with PSProvider's Proposal, up to the maximum "Not to Exceed" amount approved in PSProvider's Proposal.

7.5 **Consultant Costs:** Unless approved in advance by the Owner, PSProvider shall pay for all consultant services and costs associated with his services under this Agreement, whether basic services or additional services, out of his fees. Owner is not responsible for any such consultant fees or costs unless otherwise agreed to in writing.

Article 8 REIMBURSABLE EXPENSES

8.1 **Reimbursable Expenses:** Reimbursable Expenses are in addition to compensation for basic and additional services. Reimbursable Expenses recoverable by the PSProvider under this Agreement are limited to the following:

- a. Expenses in connection with out-of-state travel, including coach class air fare and reasonable living expenses, as directed and approved in advance and in writing by the Owner;
- b. Expenses in connection with in-state travel, including reasonable travel and living expenses, for PSProvider's employees and consultants when a project is located more than 50 miles from the place where they are usually and customarily assigned, but only as directed and approved in advance and in writing by Owner;
- c. Fees paid for securing approval of authorities having jurisdiction over any particular project;
- d. Expenses of reproductions, printing, collating, postage and handling of Drawings, Specifications, Reports and other documents or other project related work product, but excluding plotting costs of drawings, reproductions for the use of PSProvider and PSProvider's consultants as well as up to three (3) review sets as necessary for progressive reviews by Owner in accordance with the Project Proposal.
- e. Communication expenses such as long distance telephone, facsimile transmissions, express charges and postage that are directly attributable to the project;
- f. Disbursements made by the PSProvider under approved subcontracts;
- g. Reasonable costs for rental or use of special equipment, tools, and electronic data processing equipment required in connection with the project if approved in advance and in writing by Owner;
- h. Expense of any additional insurance coverage or limits, requested by the Owner excluding professional liability and errors and omissions insurance required under Basic Services of this contract that exceed those normally carried by the PSProvider and the PSProvider's consultants.

8.2 **Compensation for Reimbursable Expenses:** The PSProvider and its employees and consultants, shall be compensated for the actual, out-of-pocket, reasonable costs for all approved Reimbursable Expenses that are incurred solely and directly in connection with the performance of the PSProvider's services and duties under this Agreement or in the interest of any particular project.

8.3 **Proposal Costs Not Recoverable:** PSProvider is solely responsible for any expenses or costs, including expenditures of time, incurred by the PSProvider and its employees and consultants in the development of Project Proposals or Additional Services Proposals. Such expenses or costs are not Reimbursable Expenses.

Article 9 INVOICING

9.1 **Monthly Invoices:** PSProvider shall submit a monthly record or invoice of services performed under this Agreement identifying all fees earned and reimbursable expenses incurred in the previous month. Invoices shall be submitted in a format approved by the Owner and must contain at least the following information:

- a. Project Name and Work Order Number;
- b. Owner Agreement Number;

- c. PSProvider's Tax Identification Number;
- d. Name of Project Manager;
- e. Identification of billing period, by calendar month, to which the invoice applies;
- f. Itemized description of services by line item of the project-specific contract including the names, billing rates and amount of time per task expended by all persons who performed services on the project during the billing period.
- g. Completion status of each task on project by percentage;
- h. Total amount of invoice;
- i. Total amount of prior invoices and maximum contract sum;
- j. Copy of all receipts in support of any reimbursable expenses invoiced;

9.2 **Limited to Maximum Contract Sum:** It is the responsibility of PSProvider not to provide services or submit invoices that exceed the maximum contract sum. Services provided, and/or expenses incurred that exceed the maximum contract sum without Owner's written consent will be at PSProvider's financial risk and Owner shall not be obligated to pay for any such services or expenses.

9.3 **Prompt Payment:** For purposes of Texas Government Code § 2251.021(a)(2), the date the performance of service is completed is the date when the Owner's representative approves the invoice. Payment of invoices shall be made within 30 days of Owner's approval.

9.4 **Invoice Submittal:** Invoices shall be submitted to:

Business Services, Facilities Services Accounting
1301 E. Dean Keeton Street, FC1, Room 3.210, Austin, TX 78722

or email to:

FS-Special_Bus_SVC_Project_Accounts@austin.utexas.edu

9.5 **Exceptions to Payment:** Regardless of any other provision of this Agreement, Owner shall not be obligated to make any payment requested by PSProvider under this Agreement if any of the following conditions precedent exist:

- a. PSProvider is in breach or default under this Agreement;
- b. The requested payment includes services not performed in accordance with this Agreement; provided, however, payment shall be made the balance of the services that are performed in accordance with this Agreement;
- c. The total of PSProvider's invoices exceed the maximum contract sum;
- d. PSProvider has failed to make payments promptly to consultants or other third parties used in connection with the services for which Owner has made payment to PSProvider;
- e. PSProvider becomes insolvent, makes a general assignment of its rights or obligations for the benefit of its creditors, or voluntarily or involuntarily files for protection under the bankruptcy laws; or
- f. If Owner, in its good faith judgment, determines that the balance of unpaid compensation is insufficient to complete the services required under this Agreement.

9.6 **Partial Payment:** No partial payment by Owner shall constitute or be construed as final acceptance or approval of any services or as a release of any of PSProvider's obligations or liabilities with respect to such services.

9.7 **Subcontractor Payment:** PSProvider shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the services.

9.8 **Final Payment and Release:** The acceptance by PSProvider or PSProvider'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 that PSProvider or PSProvider's successors have or may have against Owner pursuant to this Agreement except those claims specifically identified in writing by PSProvider as unsettled at the time of the final request for payment.

Article 10 PSPROVIDER ACCOUNTING RECORDS

PSProvider shall maintain records of costs, expenses and billings pertaining to services performed under this Agreement in accordance with generally accepted accounting principles. Such records 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 expiration or termination of this Agreement. Owner shall have the right to audit and to verify the details set forth in PSProvider's billings, certificates, and statements, either before or after payment. The terms of this paragraph shall survive any termination of the Agreement.

Article 11 OWNERSHIP AND USE OF DOCUMENTS

11.1 All documents prepared by the PSProvider are instruments of service and shall remain the property of the PSProvider. The Owner shall be permitted to retain copies, including reproducible copies, of all documents prepared by the PSProvider for information and reference in connection with the Owner's use and occupancy of the project. Owner shall have an irrevocable, fully paid-up perpetual license and right, which shall survive the termination of this agreement, to use the documents, including the originals thereof, and the ideas and designs contained therein, for any purpose.

11.2 Submission or distribution to meet official regulatory requirements or for other purposes in connection with the project is not to be construed as publication in derogation of the PSProvider's rights.

Article 12 TERMINATION OF AGREEMENT

12.1 **Termination for Cause:** This Agreement may be terminated by either party upon ten (10) days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the terminating party and such failure is not fully cured prior to the expiration of the notice period. If a termination for cause under this section is later determined to be improper, the termination shall automatically convert to a termination for convenience under section 12.02 and Project PSProviders recovery for termination shall be strictly limited to the compensation allowable under section 12.02

12.2 **Termination for Convenience:** This agreement may be terminated for convenience by the Owner in whole or in part, upon at least ten (10) days written notice to the PSProvider.

12.3 **Compensation:** In the event of termination not the fault of the PSProvider, the PSProvider shall be entitled to compensation for all services satisfactorily performed to the termination date, together with approved Reimbursable Expenses then due, provided PSProvider delivers to Owner statements, accounts, reports and other materials as required for payment along with all reports, documents and other materials prepared by PSProvider prior to termination.

Article 13 DISPUTE RESOLUTION

13.1 To the extent that it is applicable, the dispute resolution process provided for in Chapter 2260 of the Texas Government Code shall be used by the Project PSProvider to resolve any claim for breach of contract made by Project PSProvider that is not resolved in the ordinary course of business between Project PSProvider and Owner.

13.2 **Alternative Dispute Resolution Process.** Owner may establish a dispute resolution process to be utilized in advance of that outlined in Tex. Gov't Code, Chapter 2260.

13.3 Nothing herein shall hinder, prevent, or be construed as a waiver of Owner's right to seek redress on any disputed matter in a court of competent jurisdiction.

13.4 In any litigation between the Owner and the Project PSProvider arising from this Agreement or this Project, neither party will be entitled to an award of legal fees or costs in any judgment regardless which one is deemed the prevailing party.

13.5 Nothing herein shall waive or be construed as a waiver of the State's sovereign immunity.

13.6 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 PSProvider, in whole or in part. Owner and Project PSProvider 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.

13.7 In accordance with Chapter 2260, the Owner designates Manager of Contracts, Project Management and Construction Services, as its representative for the purpose of reviewing PSProvider's claim(s) and negotiating with PSProvider in an effort to resolve such claim(s).

Article 14 MISCELLANEOUS PROVISIONS

14.1 **Appointment of Representative:** Owner may designate a representative to act partially or wholly for Owner in connection with this Agreement. PSProvider shall coordinate its services solely through the designated representative.

14.2 **Independent Contractor:** PSProvider acknowledges that it is engaged as an independent contractor and that Owner shall have no responsibility to provide PSProvider or its employees with transportation, insurance or other fringe benefits normally associated with employee status. PSProvider is responsible for all income taxes required by applicable law.

14.3 **Confidentiality:** The PSProvider shall treat any Owner supplied information or information pertaining to Owner's business as confidential and shall not disclose any such information to others except as necessary for the performance of this Agreement or as authorized by the Owner in writing.

14.4 **Successors and Assigns.** The Owner and the PSProvider, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to the terms and conditions of this Agreement. This Agreement is a personal service contract for the services of PSProvider, and PSProvider's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party without written consent of Owner. The benefits and burdens of this Agreement are, however, assignable by Owner.

14.5 **Subcontracting:** The PSProvider agrees not to subcontract any part of the work without the prior written consent of Owner. If subcontracting is permitted, the PSProvider must identify the subcontractor(s) to Owner prior to any subcontractor beginning work. Submission and approval of a Historically Underutilized Businesses (HUB) Sub Contractor Plan is considered consent under this Article.

14.6 **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 PSProvider and Owner may terminate this Agreement without further duty or obligation hereunder. PSProvider acknowledges that appropriation, allotment, and allocation of funds are beyond the control of Owner.

14.7 **Open Records:** All information, documentation and other material submitted by the PSProvider may be subject to public disclosure under the Public Information Act, Texas Government Code Chapter 552.

14.8 **Family Code Child Support Certification:** Pursuant to Section 231.006, *Texas Family Code*, the PSProvider 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.

14.9 **Franchise Tax Certification:** A corporate or limited liability company Contractor 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.

14.10 **Payment of Debt or Delinquency to the State:** Pursuant to Sections 2107.008 and 2252.093, *Texas Government Code*, PSProvider agrees that any payments owing to PSProvider under this Agreement may be applied directly toward any debt or delinquency that 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

14.11 **Taxes:** The University of Texas System is a tax exempt State of Texas Agency under Chapter 151, *Texas Tax Code* and an institution of higher education. PSProvider shall avail itself of all tax exemptions applicable to PSProvider’s work or expenses.

14.12 **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.

14.13 **Severability:** Should any provisions(s) of this Agreement be held invalid or unenforceable in any respect, that provision shall not affect any other provisions and this Agreement shall be construed as if the invalid or unenforceable provision(s) had not been included.

14.14 **Waivers:** No delay or omission by either party in exercising any right or power provided under the provisions of this Agreement shall impair any such right or power or be construed to be a waiver of the right or power. A written waiver granted by either of the parties of any provision of this Agreement shall not be construed as a future waiver of that provision or a waiver of any other provision of the Agreement.

14.15 **Force Majeure:** No party shall be liable or responsible to the other for any loss or damage or for any delays or failure to perform under this Agreement due to causes beyond its reasonable control, including, but not limited to, acts of God, employee strikes, epidemics, war, riots, flood, fire, sabotage, terrorist acts or any other circumstances of like character.

14.16 **Governing Law:** This Agreement shall be construed, interpreted and applied in accordance with the laws of the State of Texas without regard for choice of law principles. All obligations of the parties created hereunder are enforceable in Travis County, Texas.

14.17 **Entire Agreement.** This Agreement constitutes the sole and only agreement between the parties with respect to the services contracted for and supersedes any prior understandings, written or oral. No modification, alteration or waiver of this Agreement or any of its provisions shall be effective unless in writing and signed by both parties. No course of prior dealings, no usage of trade, and no course of performance shall be used to modify, supplement or explain any terms used in this Agreement.

14.18 **Ethics Matters/No Financial Interest.** PSProvider and its employees, agents, representatives and subcontractors have read and understand University's Conflicts of Interest Policy available at <https://www.policies.utexas.edu/policies/individual-conflicts-interest> University's Standards of Conduct Guide available at: <http://www.utsystem.edu/systemcompliance/>, and applicable state ethics laws and rules available at www.utsystem.edu/ogc/ethics. Neither PSProvider nor its employees, agents, representatives or subconsultants will assist or cause University employees to violate University's Conflicts of Interest Policy, provisions described by University's Standards of Conduct Guide, or applicable state ethics laws or rules. PSProvider represents and warrants that no member of the Board has a direct or indirect financial interest in the transaction that is the subject of this Agreement.

14.19 **179 D Benefit Allocation.** Owner may decide to seek the allocation of certain tax benefits pursuant to Section 179D of the Internal Revenue Code of 1986, as amended, (the "Code") through this Agreement with PSProvider.

14.19.1 If the Owner and the Internal Revenue Service (IRS) determine that the PSProvider is eligible to receive the 179D deduction allocation as a "Designer" for the purposes of Section 179D of the Code or that PSProvider could otherwise profit financially from the monetization of the benefit (separately and collectively, the "Rebate"), PSProvider hereby agrees to allocate to the Owner a portion of the Rebate in an amount to be determined and contracted for on mutually agreeable terms when the value of the Rebate becomes ascertainable, net of associated costs realized by the Owner and PSProvider. At its sole discretion, the Owner shall determine whether to receive its portion of the Rebate in cash, discounted PSProvider fees or both.

14.19.2 Owner reserves the right to retain a third party consultant (the "Consultant") to manage and administer the process of obtaining and monetizing the Rebate derived from the Project(s).

14.19.3 PSProvider agrees to cooperate in all reasonable respects with the Consultant's efforts to obtain and monetize any such Rebates derived from the Project(s) on behalf of the Owner. Certification of eligibility and negotiation of the Rebates should be facilitated by the Owner's 179D Consultant.

14.20 **Disclosure of Interested Parties.** By signature hereon, Architect certifies that, if the value of this agreement exceeds \$1 Million, it has complied with Section 2252.908 of the Texas Government Code and Part 1 Texas Administrative Code Sections 46.1 through 46.3 as implemented by the Texas Ethics Commission (TEC), if applicable, and has provided the Owner with a fully executed TEC Form 1295, certified by the TEC and signed and notarized by the Architect.

**Article 15 AMENDMENTS TO THE AGREEMENT BETWEEN OWNER AND PS PROVIDER
WHEN USING THE CONSTRUCTION MANAGER AT RISK PROJECT DELIVERY
METHOD**

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

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

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

15.4 **Schematic Design Phase** Based on the mutually agreed upon Facilities Program, Construction Cost Limitation and the Project Schedule, the PSProvider shall prepare sufficient alternative approaches to design and construction of the Project to satisfy Owner's requirements and shall, at completion of this phase, submit Schematic Design Documents in accordance with Owner's Design Guidelines and any additional requirements set forth in Article 14. The PSProvider shall review alternative approaches to design and construction for the Project and the Schematic Design Documents as they are being prepared at intervals appropriate to the progress of the Project with the Owner and Construction Manager at the Project location or other location specified by the Owner within the State of Texas. The PSProvider shall provide the Construction Manager with copies of the PSProvider's documents at the Construction Manager's expense to assist the Construction Manager in fulfilling its responsibilities to the Owner.

15.5 The PSProvider shall direct the preparation of a detailed construction cost estimate confirm compliance with the Construction Cost Limitation and include it with the completed Schematic Design Documents. The PSProvider shall review its construction cost estimate in comparison with the construction cost estimate prepared by the Construction Manager, and shall reconcile any differences between the two construction cost estimates in coordination with the Construction Manager. If the PSProvider is unable to reconcile all differences

between the two construction cost estimates with the Construction Manager, then the PSProvider shall provide a detailed explanation of the differences to the Owner.

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

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

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

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

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

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

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

15.13 The PSProvider shall direct the preparation of a detailed construction cost estimate to confirm compliance with the Construction Cost Limitation and include it with the completed Construction Documents. The PSProvider shall review its construction cost estimate in comparison with the construction cost estimate prepared by the Construction Manager, and shall reconcile any differences between the two construction cost estimates in coordination with the Construction Manager. If the PSProvider is unable to reconcile all differences between the two construction cost estimates with the Construction Manager, then the PSProvider shall provide a detailed explanation of the differences to the Owner.

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

15.15 Bidding and Proposal Phase In conjunction with the development of the Guaranteed Maximum Price and at other times as appropriate to the Project, the PSProvider shall assist the Owner and Construction Manager by receiving and recording requests for Bid and Request for Proposal ("RFP") Documents, issuing Bid and RFP Documents, and accounting for Bid and RFP Documents issued; receiving and resolving questions about Bid and RFP Documents; preparing addenda, issuing addenda, and accounting for addenda issued; attending pre-bid and pre-proposal conferences and HUB meetings; obtaining and evaluating bids and proposals; and assisting in preparing and awarding multiple contracts for construction. PSProvider 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.

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

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

15.18 The PSProvider 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 PSProvider and all communication by and with the PSProvider’s consultants shall be through the PSProvider, except that the Owner reserves the right to communicate directly with the Construction Manager and consultants as it deems necessary or appropriate at any time.. The PSProvider 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 PSProvider shall not be restricted, modified or extended without written acceptance of the Owner.

Article 16 GENERAL CONDITIONS FOR BASIC, SUPPLEMENTAL AND ADDITIONAL SERVICES

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

16.1 **Basic Services.** The PSProvider’s Basic Services are those services inclusive of: Schematic Design Phase; (if required), Design Development Phase; Construction Documents Phase; Bidding or Negotiation Phase; and Construction Phase for which compensation is provided as Basic Compensation in this Agreement and shall include some or all of the following disciplines:

- a. PSProvider Services
- b. Landscape PSProvider Services
- c. Civil Engineering Services
- d. Structural Engineering Services
- e. Mechanical Engineering Services
- f. Electrical Engineering Services
- g. Plumbing Engineering Services
- h. Other relevant services as the Individual Project Assignment may require

16.1.1 Final discipline services required will be reviewed based on the requirements of each individual “Project Assignment.”

16.1.2 The PSProvider shall assist the Owner in obtaining and evaluating bids or proposals, and assist in awarding contracts for construction, including preparation for and attendance at Pre-bid or Pre-proposal Conferences and contractor qualification meetings. PSProvider shall answer inquiries from bidders and proposers at Owner’s request, and shall prepare any necessary addenda to the bidding or proposal documents, to be issued by the Owner.

16.1.3 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 shall terminate sixty (60) days after Final Payment to the Contractor is made, or when all of PSPProvider's services have been satisfactorily performed, whichever occurs later.

- 16.1.4 PSPProvider 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 project-specific assignments as well as the current Uniform General Conditions (UGC).
- 16.1.5 The PSPProvider 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 progress meeting and when requested.
- 16.1.6 The PSPProvider or Owner shall chair all meetings scheduled by the Owner or PSPProvider and shall promptly provide meeting minutes to all parties. The PSPProvider shall attend Contractor's regularly scheduled planning meetings.
- 16.1.7 The PSPProvider 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 PSPProvider shall identify necessary revisions to the documents in writing to the Contractor and recommend acceptance of the documents by the Owner when appropriate. The PSPProvider shall review periodic updates of all schedules with Owner and Contractor to evaluate appropriateness.
- 16.1.8 The PSPProvider 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 to the PSPProvider. The PSPProvider 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 PSPProvider shall not be restricted, modified or extended without written acceptance of the Owner.
- 16.1.9 The PSPProvider 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 PSPProvider's consultants shall visit the site at least once each week or at intervals appropriate for the progress of the work 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. PSPProvider and its consultants shall submit written reports of their site visits and meetings. The PSPProvider shall not be required to make exhaustive or continuous onsite visits to inspect the quality or quantity of the Work.
- 16.1.10 On the basis of the onsite observations, the PSPProvider 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. PSPProvider shall notify Owner and the Contractor in writing of any portions of the work that PSPProvider has observed as not being in conformity with the Construction Documents and make recommendations as to correction of the deficiencies or defects. PSPProvider shall make its site representative available and shall consult with Owner and the Contractor on the occasion of all circumstances arising during the course of construction, which would make such consultation in Owner's interests.
- 16.1.11 In addition to site visits for general observation, the PSPProvider 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 observations of the Work. The

PSPProvider and its consultants shall provide written reports of all site visits to the Owner and Contractor.

- 16.1.12 The PSPProvider shall prepare an agenda for, and conduct with the Owner, weekly job conferences for attendance by representatives of the Contractor, major subcontractors, the PSPProvider and the Owner, and prepare and distribute meeting minutes.
- 16.1.13 The PSPProvider 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.
- 16.1.14 The PSPProvider 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.
- 16.1.15 The PSPProvider 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 PSPProvider 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.
- 16.1.16 Subject to approval of the Owner, the PSPProvider'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 PSPProvider shall review interior designs and/or furniture selections proposed by the Owner and advise the Owner on their aesthetic compatibility with the PSPProvider's design.
- 16.1.17 The PSPProvider shall have the responsibility and the authority, with appropriate notification to the parties, to reject Work that does not conform to the Contract Documents. Whenever, in the PSPProvider's reasonable opinion, it is necessary or advisable for the implementation of the intent of the Contract Documents, the PSPProvider 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 PSPProvider 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.
- 16.1.18 The PSPProvider 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 seven (7) calendar days after receipt. The PSPProvider's approval of a specific item shall not indicate approval of an assembly of which the item is a component. The PSPProvider's review shall not constitute approval of any construction means or methods.

- 16.1.19 PSProvider shall provide assistance in the review of the Contractor's requests for change orders or claims for additional time or costs, and make recommendations to Owner as to such requests or claims.
- 16.1.20 The PSProvider shall prepare Change Order documents (RFPs) if applicable and necessary for the Contractor to prepare a proposal, 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 PSProvider 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.
- 16.1.21 PSProvider shall prepare revised Contract Drawings, where appropriate, to illustrate and document the work required by approved Change Orders. All proposed changes to drawings, plans and specifications, regardless of how initiated, shall be totally defined in the document, depicting them as to scope of work added, removed, or changed. The original copies of the Construction Documents may be revised to show such changes, provided that all such revisions shall be separately recorded on the media acceptable to Owner, including, without limitation, CADD, as required in Article 14.11. 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.
- 16.1.22 PSProvider 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, PSProvider and its consultants shall prepare a list of items which PSProvider and its consultants have observed as deficiencies in the Work, requiring remedial work or replacement, assemble and distribute the official punch list(s) to all affected parties, and thereafter review the corrected and/or replaced work and assist in verification of correction of all items.
- 16.1.23 The PSProvider 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.
- 16.1.24 PSProvider 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 PSProvider shall certify final payment to the Contractor when the requirements of the Contract between Owner and Contractor have been met.

16.2 **Supplemental Basic Services.** The PSProvider's Supplemental Basic Services are those services described in this Article for which compensation is provided as Supplemental Basic Services in this Agreement and may include but not limited to the following services, IF included in the Individual Project Assignment and specifically requested by the Owner.

16.2.1 **PROGRAMMING SERVICES.** Before proceeding into the Schematic Design Phase (or the Design Development Phase, as may be relevant), the PSProvider and his entire consultant team, including Civil Engineer, Laboratory Design Consultant, Hazardous Material Abatement Consultant, Commissioning Consultant and Constructability Contractors, working with the Owner shall prepare a comprehensive Facility Program for the project. This Facility Program shall be prepared in a format approved by the Owner's requirements. The PSProvider shall provide the Owner with a written itemized cost proposal to provide the designated programming services. Such compensation shall be in addition to the percentage-based fee for Basic Services. The PSProvider shall plan to meet with representatives of the Owner as required during the development of the Facility Program and shall revise the Program as necessary to achieve approval of the Owner. In accordance with the Professional Services Procurement Act, the Owner will review the PSProvider's proposal for programming services and attempt to negotiate a fair and reasonable fee for these services. If the Owner and PSProvider are unable to do so, the Owner will formally end negotiations with the PSProvider, select the next most highly qualified PSProvider, and attempt to negotiate a fair and reasonable fee for these services.

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

16.2.3 **HAZARDOUS MATERIAL ABATEMENT SERVICES.** If the scope of the individual project assignment requires, the PSProvider shall employ a Hazardous Material Abatement consultant, as shall be approved by the OWNER, to provide hazardous material abatement expertise (including, but not limited to, asbestos and lead) through the Facility Program, Schematic Design, Design Development, Construction Document and Construction Administration Phases. This shall include reviewing Owner provided surveys, making recommendations for any additional surveys required, providing design and cost alternatives regarding hazardous material abatement, preparing plans and specifications to include abatement in the general construction scope of work, providing a licensed individual to monitor hazardous material removal as required by State and EPA guidelines, and preparing a final abatement report. Compensation for these services shall be in addition to the percentage-based fee for Basic Services. Therefore, the construction cost of the abatement work will not be included in the basis for the PSProvider's Basic Services fee. Following

selection, the PSProvider shall provide the Owner with a written itemized cost proposal to provide the above Hazardous Material Abatement Consulting services, including coordination of the PSProvider. The Owner will review the PSProvider's proposal for these services in accordance with the Professional Services Procurement Act.

- 16.2.4 COMMISSIONING SERVICES. The PSProvider shall employ a Commissioning consultant to provide commissioning expertise through the Facility Program, Schematic Design, Design Development, Construction Document and Construction Administration Phases. The Commissioning Consultant will provide review input related project objectives, methods and concepts of commissioning. If requested, the PSProvider shall provide the Owner with a written itemized cost proposal to provide the commissioning. The Owner will review the PSProvider's proposal for commissioning services in accordance with the Professional Services Procurement Act. Commissioning fees shall be Supplemental Services.
- 16.2.5 TPDES CONSULTANT. If the scope of the individual project assignment requires, the PSProvider shall employ a qualified Consultant (the "TPDES Consultant"), experienced in the Texas Pollutant Discharge Elimination System (TPDES) requirements and in the best management practices used at construction sites to control erosion and sediment, to prevent the discharge of pollutants and to prevent or mitigate the impacts of storm water runoff on water quality (collectively "BMPs"), which TPDES Consultant shall be approved in writing in advance by Owner, to provide expertise with respect to Texas Commission on Environmental Quality regulations and BMPs through all phases of the Project. The TPDES Consultant's services shall include, without limitation, (1) recommending structural and non-structural BMPs to PSProvider or other subcontractors under this Contract for civil and landscape site coordination, (2) preparing of Storm Water Pollution Prevention Plans (SWPPPs) including any BMP drawings and details (3) as requested in writing by Owner, assisting in the updating of SWPPPs and all other permit documentation required by the TCEQ for the Project, and (4) the drafting of technical specifications governing the Contractor/Contractor's obligations under the applicable TPDES regulations and the TCEQ General Permit for Storm Water Discharges From Construction Sites ("General Permit") No. TXR 150000 and governing the Contractor/Contractor's recommended courses of action under BMPs. The TPDES Consultant shall ensure that the storm water pollution prevention plan has been prepared for the site in accordance with the General Permit and that such plan complies with approved State and/or local sediment and erosion plans or permits and/or storm water management plans or permits, including, without limitation, any TPDES permit issued to The University of Texas component on which the site is located. The TPDES Consultant, through PSProvider, shall determine whether General Permit coverage is required, and, if so, shall advise Owner of Owner's obligations under the General Permit and shall advise Owner of the Contractor/Contractor's obligations under the General Permit. If there are multiple projects proposed to be conducted concurrently in contiguous areas and general permit coverage is required, the TPDES Consultant shall advise Owner of Owner's obligations and prepare one SWPPP for the entire area encompassing all projects and shall amend such SWPPP at the request of Owner to ensure that the Contractor/Contractor's of each project can comply with TPDES requirements and BMPs. PSProvider hereby indemnifies and holds harmless Owner from any and all liability, loss, damage, cost, and expense arising out of a violation of the applicable TCEQ TPDES regulations, BMPS, this paragraph of this agreement, or the terms and conditions of the general permit to the extent attributable to a willful, negligent or accidental act or omission of PSProvider or its consultants.

16.2.6 REGISTERED ACCESSIBILITY SPECIALIST. *Note:* these services shall be provided by the Owner unless otherwise requested.

16.2.7 AS-BUILT DRAWINGS AND SPECIFICATIONS (if required by the Owner). PSProvider 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 PSProvider 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 1 copy of electronic readable media as required in Article 14.11.
- All project specifications in electronic format on CD readable by MSWord.
- “Record Drawings” – 1 paper copy

16.2.7.1 These as-built services shall be considered as Supplemental Services.

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

- Audio Visual/Data & Telecommunications Engineering
- Materials Handling Services
- Furniture and Equipment Purchasing Services
- Major Medical Equipment Purchasing Services
- Security Planning Services
- Personnel and Material Transport Planning Services
- Hazardous Materials Handling Services
- Hazardous Materials Surveying and Abatement documents and monitoring
- Integrated Scheduling Services
- Radiation Control Services
- Graphics/Wayfinding Planning Services
- Safety Engineering Services
- Traffic Control Planning Services
- Wind Tunnel Testing/Emissions Control/Wind Pressure Analysis
- Art Procurement Consulting Services (not PSProvider renderings or models)
- Surveying Services
- Geotechnical Services
- Code Check for project related building areas outside the defined limits of the project assignment.
- Plan Check
- Forensic Consultant
- Construction Auditing Consultant
- Existing Facility Surveys
- Integrated Scheduling
- Testing and Balancing
- Laboratory Testing (Soils, Materials, Environmental, Welding, Steel Construction)
- Exhaust Stack Testing
- Vibration Analysis
- Radio Frequency Interference Testing

16.3 **Additional Services.** 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, PSProvider shall prepare for acceptance by the Owner an Additional Services Proposal, in the form as directed by Owner, which shall describe in detail the nature or scope of the Additional Services, the basis upon which PSProvider has determined that such services are Additional Services, and which shall set forth the maximum amount of fees and reimbursable expenses for which PSProvider is prepared to perform such Additional Services, together with a proposed schedule for the performances of such Additional Services. Those services which the Owner contemplates to be provided as Additional Services or considered to be Additional Services are described in Article 14. PSProvider shall proceed only after written acceptance by Owner of the Additional Services Proposal. These services shall be identified in detail in the individual Project Assignments and are not included in Basic Services. Some examples are as follows:

- 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 PSProvider.
- 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 PSProvider'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 PServiceProvider, engineering, or other functional discipline practice.

16.4 **Basis of Compensation**

16.4.1 Basic Services. (Task II in the Individual Project Assignment shall be based on current BOR Fee Schedule). The initial Construction Cost Limitation (CCL) shall be established for each Project Assignment. Therefore, the Basic Services Fee for the Project shall be

$$\text{Construction Cost Limitation} \times \text{Fee \%} = \$ \text{Basic Services Fee}$$

16.4.1.1 Refer to Attachment 1, the Board of Regents Fee Schedule dated December 1987 (or as may be subsequently revised by the BOR). The type of project shall dictate which part of the fee schedule shall be applicable.

16.4.1.2 In the absence of an initial CCL, a not to exceed amount may be agreed to in order to get an initial estimate of cost based on the projected scope of work, after which it will become the CCL for determining the Basic Services Fee.

16.4.1.3 If the Construction Cost Limitation is revised by the Owner at any time, the Basic Services Fee will be adjusted based on interpolation of the BOR schedule.

16.4.1.4 The Owner may amend the CCL after the PServiceProvider completes the Facilities Program and the Owner authorizes the commencement of Basic Services. If the CCL is amended by Owner, and PServiceProvider 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.

16.5 **Review Stages.** The PServiceProvider shall submit documents to the Owner for review at completion of the Schematic Design Phase (if applicable), Design Development Phase and at the following stages of completion of the Construction Documents Phase as follows:
60%, 90%, 100% unstamped and 100% stamped

14.7.1 The PServiceProvider shall have ten (10) University of Texas at Austin working days to submit responses to Owner’s review comments.

14.7.2 The Owner shall determine the submission process required for review of documents.

16.6 **Construction Cost Estimates.** The PServiceProvider shall submit construction cost estimates as at completion of the Schematic Design Phase (if applicable), Design Development Phase and at the following stages of completion of the Construction Documents Phase:
60%, 100%.

16.7 **Review Documents.** The PServiceProvider 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: 3 sets
Design Development: 3 sets
Construction Documents: 3 sets for each stage of % complete

- 16.8 **CADD Standards.** PSProvider, as a basic service, shall utilize a CADD drawing-layering standard comparable to the current National CAD Standard version 3.1, in conjunction with the standards at PMCS and shall review proposed standard with the Owner prior to commencing drawing preparation. See “Facilities Design Services A/E/C CADD Standard Manual” located at http://www.utexas.edu/pmcs/dcstandards/resources/A_E_CADD_STD_000.pdf. Provide all disciplines of required construction document drawings in electronic DWG file format readable by AutoCAD 2007 or latest version used by Owner. Verify database for correctness prior to delivering data files. **Provide 1 electronic copy of bid documents, including Specifications, Drawings and Addenda, on CD, Flash drive, FTP or SharePoint site of these files to Owner no later than at the conclusion of the bid or Pricing Phase**
- 16.9 **Space Planning Documents** (if required by the Owner). PSProvider, as a supplemental service, shall provide the Owner, at approximately one month prior to Substantial Completion, with a complete current electronic set, including all current changes, of the PSProvider floor plan drawings with room names, room numbers, and room square footages indicated. PSProvider shall not be relieved of responsibility when files are delivered if the files do not meet established requirements or are defective. Owner shall verify all files and PSProvider will be notified of acceptance.

Article 17 NOTICES

17.1 All notices, consents, approvals, demands, requests or other binding communications under this Agreement shall be in writing. Written notice may delivered in person to the designated representative of the Architect or Owner; mailed by U. S. mail to the last known business address of the designated representative; or transmitted by fax machine to the last know business fax number of the designated representative. Mail notices are deemed effective three business days after the date of mailing. Fax notices are deemed effective the next business day after faxing.

17.2 The initially designated representatives of the parties for receipt of notices are as follows. Either party may change their designated representative for receipt of notices by written notice.

- (1) If to Owner: _____
Manager, PMCS Contracts
1301 E. Dean Keeton
Austin, Texas 78722

- (2) With Copies to: Michael J. Carmagnola, Jr., AIA
Director, PMCS
Austin, Texas 78722

- (3) If to PSProvider: _____

Article 18 INDEMNITY

The PSProvider shall hold Owner, The University of Texas System, and the Regents, officers, agents and employees of both institutions harmless and free from any loss, damage or expense arising out of any occurrence relating to this Agreement or its performance and shall indemnify Owner and The University of Texas System, their Regents, officers, employees, customers, agents, successors and assigns against any damage or claim of any type arising from the negligent or intentional acts or omission of the PSProvider, its employees, agents and/or assigns.

Article 19 HISTORICALLY UNDERUTILIZED BUSINESSES

The Owner has adopted Exhibit H, Policy on Utilization of Historically Underutilized Business ("Policy"), which is incorporated herein by reference. Architect, as a material provision of the Agreement, must comply with the requirements of the Policy and adhere to any HUB Subcontracting Plan submitted with Architect's Proposal. No changes to the HUB Subcontracting Plan can be made by the Architect without the prior written approval of the Owner in accordance with the Policy.

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

ATTEST:
(Seal)

«**Legal_Name**»

By: _____
(Original Signature)
Print Name and Title: _____

By: _____
(Original Signature)
Print Name and Title: _____

CONTENT APPROVED:
Project Management and Construction Services Department
The University of Texas at Austin

By:

Manager, Contracts
Project Management and Construction Services

**THE UNIVERSITY OF TEXAS
AT AUSTIN**
(Owner)

By:
Michael J. Carmagnola, Jr., AIA
Director
Project Management and Construction Services

ATTACHMENT 1 to PROFESSIONAL SERVICES AGREEMENT

THE UNIVERSITY OF TEXAS SYSTEM FEE SCHEDULE

THE UNIVERSITY OF TEXAS SYSTEM

OFFICE OF FACILITIES PLANNING AND CONSTRUCTION

PSPROVIDER / ENGINEER FEE SCHEDULE

DECEMBER 1987

Construction Cost of Project	Dormitories, Garages and Warehouse	Classrooms, Office and Other Buildings	Health, Research and Special Education Facilities
New Construction			
Over \$15,000,000.00	5.0%	5.5%	6.0%
Over \$10,000,000.00	5.5%	6.0%	6.5%
Over \$1,000,000.00	6.0%	6.5%	7.0%
Up to \$200,000.00	7.0%	7.5%	8.0%
Remodeling & Renovation			
Over \$5,000,000.00	7.0%	7.5%	8.0%
Over \$1,000,000.00	8.0%	8.5%	9.0%
Over \$200,000.00	9.0%	9.5%	10.0%

NOTE: When construction cost falls between the tabular limits, the rate will be determined by direct interpolation.

ATTACHMENT 2 to PROFESSIONAL SERVICES AGREEMENT

PROFESSIONAL SERVICE PROVIDER'S HOURLY BILLING RATES

Hourly rates are based on the acting capacity of the task performed. Principals may bill at the hourly rate of principals only when acting in that capacity. Principals acting in the capacity of staff shall bill at staff rates. PSProviders shall reproduce the information on this page and add Hourly Billing rates.

This attachment may be revised at the time of each subsequent Renewal Period.

ATTACHMENT 2

Exhibit H - Policy on Utilization, Historically Underutilized Businesses

THE UNIVERSITY OF TEXAS AT AUSTIN

Revised: 12/01/2016

EXHIBIT H

POLICY ON UTILIZATION OF HISTORICALLY UNDERUTILIZED BUSINESSES (HUBs)

PROFESSIONAL SERVICES



Enclosed is a copy of the Exhibit "H" attachments that make up the HUB Subcontracting Plan (HSP), which are due on the date and time within the Notice to Proposers / Request for Proposals section.

If you have any questions regarding the HUB requirements, please contact Muriel D. Kruse at (512) 475-6856, or email at: (muriel.kruse@austin.utexas.edu).

The University of Texas at Austin
Policy on Utilization of Historically Underutilized Businesses (HUBs)

- Cover Page 1

CONTENTS	Page 2
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- Policy on Utilization of Historically Underutilized Businesses (HUBs) Page 3
- Summary of Requirements /
Historically Underutilized Business (HUBs) Subcontracting Plan Page 4-6
- Summary of Attachments Required from Respondents Page 7-8
- Letter of HUB Commitment Page 9
- HSP Quick Checklist for Professional Service Providers Page 10
- HUB Subcontracting Plan (HSP) Page 11
- Section 2 Respondent’s Subcontracting Intentions Page 12-13
- Section 3 Self-Performance Justification Page 14
- Section 4 Affirmation Page 14
- HSP Good Faith Effort – Method A (Attachment A) Page 15
- HSP Good Faith Effort – Method B (Attachment B) Page 16-17

The University of Texas at Austin

POLICY ON UTILIZATION OF HISTORICALLY UNDERUTILIZED BUSINESSES (HUBs)

Introduction

In accordance with the Texas Government Code, Sections 2161.181-182 and Title 34, Section 20.13 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 20.10 – 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 current State of Texas Disparity Study:

- 11.2% for heavy construction other than building contracts;
- 21.1% for all building construction, including general contractors and operative builders contracts;
- 32.9% for all special trade construction contracts;
- **23.7% for professional services contracts;**
- 26.0% for all other services contracts; and
- 21.1% for commodities contracts.

The University of Texas at Austin 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 the University of Texas expects to award in a fiscal year. The University of Texas 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.

<p style="text-align: center;">SUMMARY OF REQUIREMENTS Historically Underutilized Business (HUBs) Subcontracting Plan</p>

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 at Austin 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 at Austin will indicate in the purchase solicitation (e.g. RFQ, RFP, or CSP) whether or not U.T. Austin 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**, the University of Texas at Austin 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 Texas Comptroller identifying subcontractors [34 TAC §20.14 (d) (1)(A)(B)(C)(D) (i)(ii)(iii) (2)(3)(A)(B)(C)(D)(E)(F) (4)(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 3 – Self Performance Justification as the HUB Subcontracting Plan (HSP). [34 TAC §20.14 (d)(5)(A)(B)(C)(D)] .
3. If **subcontracting opportunities are not probable**, the University of Texas at Austin 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 3 – 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. **Conventional Bids (CON); Competitive Sealed Proposals (CSP)** 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.

6. In making a determination whether a good faith effort has been made in the development of the required HUB Subcontracting Plan, the University of Texas at Austin 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 at Austin. *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.**
7. **DBL and CMR:** Respondents to a DBL or CMR 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 Texas Comptroller of Public Accounts specific to construction services identifying first, second and third tier subcontractors. Respondents proposing to perform Part I pre- construction services with their own resources and employees shall submit, as part of their HSP, **the Self Performance Justification.**
8. **DBL and CMR 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. **Job Order Contract [JOC, IDIQ or OOL] Responses:** Respondents to a “JOC” purchase solicitation / Request for Proposal (RFP) 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 Letter of Good Faith describing a procedure or methodology for HUB utilization on all Job Orders or Project Assignments over \$100,000.00.
10. **Job Order Contract [JOC, IDIQ or OOL] Contract Requirements:** Contractors engaged under “JOC” contracts shall submit a HUB Subcontracting Plan for all Job Orders or Project Assignments with expected value of \$100,000.00 or more. The HUB Subcontracting Plans shall identify first, second and third tier subcontractors.
11. The University of Texas at Austin 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.**
12. Changes to the HUB Subcontracting Plan. Once a Respondent’s HUB Subcontracting Plan is accepted by the University of Texas at Austin and becomes a provision of the contract between Respondent and the University of Texas at Austin, 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 the University of Texas at Austin for review;
 - (c) The University of Texas at Austin (including the University of Texas at Austin ‘s HUB Staff Associate) approves Respondent’s proposed changes to its HUB Subcontracting Plan; and
 - (d) The University of Texas at Austin 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 the University of Texas at Austin.

13. Expansion of Work. If, after entering into a contract with a Respondent as a result of a purchase solicitation subject to the Policy, and the University of Texas at Austin 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”), the University of Texas at Austin will determine if the Additional Work contains probable subcontracting opportunities not identified in the initial purchase solicitation for that contract. If the University of Texas at Austin determines that probable subcontracting opportunities exist for the Additional Work, then the Respondent must submit to the University of Texas at Austin 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 the University of Texas at Austin (including the University of Texas at Austin’s HUB Staff Associate) before:
 - (a) The contract may be amended by the University of Texas at Austin 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 the University of Texas at Austin for any Additional Work (i) without complying with 34 TAC Section 20.14 or (ii) before the University of Texas at Austin 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 the University of Texas at Austin. As a result of such breach, the University of Texas at Austin 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 of Texas at Austin may report a Respondent’s nonperformance under a contract between that Respondent and the University of Texas at Austin to the Texas Comptroller of Public Accounts in accordance with 34 TAC Sections 20.101 through 20.108.
14. 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 the University of Texas at Austin 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 12 above.
15. The University of Texas at Austin 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.**
16. If the University of Texas at Austin determines that the successful Respondent failed to implement an approved HUB Subcontracting Plan in good faith, the University of Texas at Austin in addition to any other remedies, may report nonperformance to the Texas Comptroller of Public Accounts in accordance with 34 TAC, Section 20.14, (g) (1) related remedies of nonperformance to professional services firms, contractor, and vender implementation of the HUB Subcontracting Plan.
17. 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.
18. These requirements, including the attachments referred to above, are available over the Internet from <http://www.utexas.edu/pmcs/services/hubForms.html> for additional information contact Muriel D. Kruse, HUB Staff Associate for the University of Texas at Austin at (512) 475-6856.

Summary of Attachments Required from Respondents

1. THE UNIVERSITY OF TEXAS AT AUSTIN DETERMINES THAT SUBCONTRACTING OPPORTUNITIES ARE PROBABLE			
<p>1-A. Respondent Proposes Subcontractors: Attachments required from the Respondent for the HUB Subcontracting Plan if the solicitation states that subcontracting opportunities are probable.</p>	<p>Letter of Transmittal Page 9</p>	<p>HUB Subcontracting Plan (HSP) Pages 12-18</p>	
<p>1-B. Respondent Proposes Self-Performance: Attachments required from the Respondent for the HUB Subcontracting Plan if the solicitation states that subcontracting opportunities are probable, but the Respondent can perform such opportunities with its own employees, materials, supplies, equipment and other resources.</p>	<p>Letter of HUB Transmittal Page 9</p>	<p>HUB Subcontracting Plan (HSP) Page 12 SECTIONS 1 & 2 Page 15 SECTIONS 3 & 4</p>	
2. THE UNIVERSITY OF TEXAS AT AUSTIN DETERMINES THAT SUBCONTRACTING OPPORTUNITIES ARE NOT PROBABLE			
<p>2-A. Respondent Proposes Self-Performance: Attachments required from the Respondent for the HUB Subcontracting Plan if the solicitation states that subcontracting opportunities are not probable, but the Respondent can perform such opportunities with its own employees, materials, supplies, equipment and other resources.</p>	<p>Letter of HUB Transmittal Page 9</p>	<p>HUB Subcontracting Plan (HSP) Page 12 SECTIONS 1 & 2 Page 15 SECTIONS 3 & 4</p>	
<p>2-B. Respondent Proposes Subcontractors: Attachments required from the Respondent for the HUB Subcontracting Plan if the solicitation states that subcontracting opportunities are not probable but the Respondent proposes to subcontract any part of the work.</p>	<p>Letter of HUB Transmittal Page 9</p>	<p>HUB Subcontracting Plan (HSP) Pages 12-18</p>	
3. DESIGN BUILD OR CM@ RISK			
<p>3-A. Design Build or CM@ Risk Responses Part I (Preconstruction Phase Services): Attachments required from Respondents for HUB Subcontracting Plan for Part I Pre-construction Phase Services. Respondent can perform Part I with its own employees, materials, supplies, equipment and other resources.</p>	<p>"Letter of HUB Commitment" Page 10</p>	<p>HUB Subcontracting Plan (HSP) Page 12 SECTIONS 1 & 2 Page 15 SECTIONS 3 & 4</p>	
<p>3-B. Design Build or CM@ Risk Responses Part I (Preconstruction Phase Services): Attachments required from Respondents for HUB Subcontracting Plan for Part I Pre-construction Phase Services. Respondent proposes to subcontract any of Part I of the work.</p>	<p>Letter of HUB Transmittal Page 9</p>	<p>HUB Subcontracting Plan (HSP) Pages 12-18</p>	

<p>3-C. Design Build or CM@ Risk Responses Part II (Construction Phase Services): Attachments required from Respondents for HUB Subcontracting Plan for Part II, Construction Phase Services (all individual GMP approvals must include a HSP Plan). Once the guaranteed maximum or lump sum price of the project is established and for each bid package issued in buying out the guaranteed maximum or lump sum price of the project.</p>	<p>Letter of HUB Transmittal Page 9</p>	<p>HUB Subcontracting Plan (HSP) Pages 12-18</p>	
<p>4. Total Project Cost is Under \$100,000 (including JOB Order Contracting (JOC) individual Job Orders)</p>			
<p>4-A. No HUB Subcontracting Utilized.</p>			<p>"Projects with a Total Bid Amount Less than \$100,000" Page 20</p>
<p>4-B. HUB Subcontracting Utilized</p>	<p>Letter of HUB Transmittal Page 9</p>	<p>HUB Subcontracting Plan (HSP) Page 12 SECTIONS 1 & 2 Page 15 SECTIONS 3 & 4</p>	<p>"Projects with a Total Bid Amount Less than \$100,000" Page 20</p>
<p>5. JOB Order Contracting (JOC) and On-Call Service Contract Requirements</p>			
<p>5-A. Job Order Contract (JOC) and On-Call Services Contract Requirements. All respondents are required to submit both the "Letter of HUB Commitment" and a letter of "Good Faith" describing a procedure or methodology for utilization of HUBs on all Job Orders or Project Assignments over \$100,000.00.</p>	<p>Letter of HUB Commitment and Good Faith Page 10</p>		
<p>5-B. Job Order Contract (JOC) and On-Call Services Contract Requirements The successful respondent is required to submit a complete HUB Subcontracting Plan prior to the start of each project or assignment over \$100,000.00</p>	<p>Letter of HUB Transmittal Page 9</p>	<p>HUB Subcontracting Plan (HSP) Pages 12-18</p>	
<p>6. Requirement for Changes in Subcontracting Plan</p>			
<p>6-A. Changes in the HUB Subcontracting Plan After Award: Attachments required from the Respondent to whom a contract has been awarded if conditions require the contractor to make changes to the approved HUB Subcontracting Plan.</p>	<p>Letter of HUB Transmittal Page 9</p>	<p>HUB Subcontracting Plan (HSP) Pages 12-18</p>	
<p>7. Requirement for Reporting to be included in ALL PROJECT'S Pay Applications</p>			
<p>7-A. Reporting: Progress Assessment Report (PAR) required with all payment requests. The submittal of this attachment is a condition of payment.</p>			

(Place this information on business letterhead – including name, address and telephone number)

“Letter of HUB Commitment for Professional Services”

Date

Muriel D. Kruse
HUB Staff Associate
Project Management and Construction Services
The University of Texas at Austin
1301 E. Dean Keeton, FC1, Room 2.102

Re: Historically Underutilized Business Plan for (Project Title) _____
Contract Number: _____

Dear Ms. Kruse:

In accordance with the requirement 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 qualification, referencing Contract Number _____.

I have read and understand The University of Texas at Austin Policy on Utilization of Historically Underutilized Businesses (HUBs).

Good Faith Effort will be documented by a two part HUB Subcontracting Plan (HSP) process. **Part one (1)** of the HSP submission will reflect self-performance with the appropriate sections completed per the instructions in Option Four of the HSP Quick Checklist located on page 10 of The University of Texas Exhibit H Policy on Utilization of Historically Underutilized Businesses (HUBs).

As the scope of work/assignment is defined under this contract, **Part Two (2)** of the process will require a revised HUB Subcontracting Plan (HSP) and the Good Faith Effort will be documented per instructions in the HSP Quick Checklist for project assignments \$100,000 and over. The revised HUB Subcontracting Plan will be submitted to the HUB Staff Associate with the proposal submitted for execution of each contract. Documentation of subcontracted work will be provided with each pay request with a Progress Assessment Report (PAR).

Sincerely,

Project Executive

Cc: Contracts

HSP Quick Check List for Professional Service Providers

Option One

❖ **If all of your subcontracting opportunities will be performed using only Texas certified HUB vendors, complete the following sections:**

- a) Section 1 - Respondent and Requisition Information
- b) Section 2 a. – Yes, I will be subcontracting portions of the contract
- c) Section 2 b. – List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors.
- d) Section 2 c. – Yes
- e) Section 4 – Affirmation
- f) Good Faith Effort Method A (Attachment A) – Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2b.

Option Two

❖ **If you are subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you do not have a “continuous contract” in place for more than five (5) years meets or exceeds the HUB Goal the contracting agency identified in “Agency Special Instructions/Additional Requirements”, complete the following:**

- a) Section 1 - Respondent and Requisition Information
- b) Section 2 a. – Yes, I will be subcontracting portions of the contract
- c) Section 2 b. – List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non HUB vendors
- d) Section 2 c. – No
- e) Section 2 d. – Yes
- f) Section 4 – Affirmation
- g) GFE Method A (Attachment A) – Complete an Attachment A for each subcontracting opportunities you listed in Section 2 b.

Option Three

❖ **If you are subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors (or only Non HUB vendors), and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you do not have a “continuous contract” in place for more than five (5) years does not meet or exceed the HUB goal identified in the “Agency Special Instructions/Additional Requirements”, complete the following:**

- a) Section 1 - Respondent and Requisition Information
- b) Section 2 a. – Yes, I will be subcontracting portions of the contract
- c) Section 2 b. – List all the portions of work you will subcontract, and indicated the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors
- d) Section 2 c. – No
- e) Section 2 d. – No
- f) Section 4 – Affirmation
- g) GFE (Attachment B) – Complete this attachment for each subcontracting opportunity

Option Four - Self-Performance

❖ **If you are not subcontracting any portion of the contract and will be fulfilling the entire contract with your own resources (i.e., employees, supplies, materials and/or equipment, including transportation and delivery), complete the following sections:**

- a) Section 1 – Respondent and Requisition Information
- b) Section 2 a. – No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources.
- c) Section 3 – Self Performing Justification – Check No and provide an explanation in the box provided.
- d) Section 4 – Affirmation



HUB SUBCONTRACTING PLAN (HSP)

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

NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Texas 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 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.13 are:

- 11.2 percent for heavy construction other than building contracts,
- 21.1 percent for all building construction, including general contractors and operative builders contracts,
- 32.9 percent for all special trade construction contracts,
- **23.7 percent for professional services contracts,**
- 26.0 percent for all other services contracts, and
- 21.1 percent for commodities contracts.

Agency Special Instructions/Additional Requirements

In accordance with 34 TAC §20.14(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only the aggregate percentage of the contract expected to be subcontracted to HUBs with which the respondent does not have a continuous contract* in place for more than five (5) years shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.

HUB Goal – 23.7% (PSP)

- ❖ Respondents shall submit a completed HUB Subcontracting Plan (HSP) to be considered responsive. Failure to submit a completed HSP shall result in the bid, proposal or other expression of interest to be considered NON-responsive.
- ❖ HUB Subcontracting Plan (HSP) Prime Contractor Progress Assessment Report (PAR) shall be submitted with each request for payment as a condition of payment.
- ❖ Please note that phone logs are no longer acceptable as documentation of the good faith effort. Only fax, email, and certified letter are acceptable.
- ❖ Seven (7) working days shall be defined as a normal business days of the University of Texas at Austin, not including weekends or University observed holidays. The first working day shall be the day following the day that the notice was sent and the 7th day is the day that the response is due.

UT Austin (only)

Please check:

- New HUB plan
- Conventional Bid
- Competitive Sealed Proposal
- Construction Manager @ Risk or Design Build
- JOC / OOL
- Change Order
- Professional Services (PSP)
- Other:

SECTION-1 RESPONDENT AND REQUISITION INFORMATION

- a. Respondent (Company) Name: _____ State of Texas VID #: _____
 HSP Point of Contact: _____ (person most familiar with HSP plan) Phone #: _____
 Email Address: _____ Fax #: _____
- b. Is your company a State of Texas certified HUB? - Yes - No
- c. Requisition #: _____ Bid Open Date: _____ / /
 (mm/dd/yyyy)

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

SECTION-2 RESPONDENT'S SUBCONTRACTING INTENTIONS

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, **including contracted staffing, goods, services, transportation and delivery will be subcontracted.** Note: In accordance with 34 TAC §20.11., an "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

c. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:

- *Yes*, I will be subcontracting portions of the contract. (If *Yes*, complete Item b, of this SECTION and continue to Item c of this SECTION.)

- *No*, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources. Including employees, goods, services, transportation and delivery. (If *No*, continue to SECTION 3 and SECTION 4.)

d. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you do not have a continuous contract* in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to non-HUBs .
1		%	%	%
2		%	%	%
3		%	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
	Aggregate percentages of the contract expected to be subcontracted:	%	%	%

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at <http://window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/>)

c. Check the appropriate box (Yes or No) that indicates whether you will be using **only** Texas certified HUBs to perform **all** of the subcontracting opportunities you listed in SECTION 2, Item b.

- *Yes* (If *Yes*, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)

- *No* (If *No*, continue to Item d, of this SECTION.)

d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract with Texas certified HUBs with which you **do not** have a **continuous contract*** in place with **for more than five (5) years, meets or exceeds** the HUB goal the contracting agency identified on page 1 in the "Agency Special Instructions/Additional Requirements".

- *Yes* (If *Yes*, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)

- *No* (If *No*, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed.)

***Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or services, to include transportation and delivery under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime Contractor and HUB vendor are entering (have entered) into "new" contracts.

Enter your company's name here: _____

Requisition #: _____

SECTION-2 RESPONDENT'S SUBCONTRACTING INTENTIONS (CONTINUATION SHEET)

This page can be used as a continuation sheet to the HSP Form's page 2, SECTION 2, Item b. Continue listing the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you do not have a continuous contract* in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to non-HUBs .
16		%	%	%
17		%	%	%
18		%	%	%
19		%	%	%
20		%	%	%
21		%	%	%
22		%	%	%
23		%	%	%
24		%	%	%
25		%	%	%
26		%	%	%
27		%	%	%
28		%	%	%
29		%	%	%
30		%	%	%
31		%	%	%
32		%	%	%
33		%	%	%
34		%	%	%
35		%	%	%
36		%	%	%
37		%	%	%
38		%	%	%
39		%	%	%
40		%	%	%
41		%	%	%
42		%	%	%
43		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

** Continuous Contract: Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or services, to include transportation and delivery under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime Contractor and HUB vendor are entering (have entered) into "new" contracts.*

HSP Good Faith Effort - Method B (Attachment B)

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

IMPORTANT: If you responded "No" to SECTION 2, Items c and d of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b of the completed HSP form. You may photo-copy this page or download the form at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf>.

SECTION B-1 SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing this attachment.

Item Number: _____ Description: _____

SECTION B-2 MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in SECTION B-1, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

- Yes (If Yes, to continue to SECTION B-4.)
- No / Not Applicable (If No or Not Applicable, continue to SECTION B-3 and SECTION B-4.)

SECTION B-3 NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you MUST comply with items a, b, c and d, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at <http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/>

Retain supporting documentation (i.e., Notification form, certified letter, fax transmittals, email) demonstrating evidence of your good faith effort to notify the Texas certified HUBS and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as 1 of the 7 working days.

- a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to your submitting your bid response to the contracting agency. When searching for Texas certified HUBs and verifying their HUB status,, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://www.mycpa.state.tx.us/passcmlsearch/index.jsp>. HUB Status code "A" signifies that the company is a Texas certified HUB.
- b. List the three (3) Texas certified HUBs you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Texas Vendor identification (VID) number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	Texas VID (Do not enter Social Security Numbers)	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
		/ /	<input type="checkbox"/> - Yes <input type="checkbox"/> - No
		/ /	<input type="checkbox"/> - Yes <input type="checkbox"/> - No
		/ /	<input type="checkbox"/> - Yes <input type="checkbox"/> - No

- c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at <http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/>
- d. List two (2) trade organizations or development centers you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Minority/Women Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
	/ /	<input type="checkbox"/> - Yes <input type="checkbox"/> - No
	/ /	<input type="checkbox"/> - Yes <input type="checkbox"/> - No

HSP Good Faith Effort - Method B (Attachment B) Cont.

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

SECTION B-4 SUBCONTRACTOR SELECTION

Enter the item number and description of the subcontracting opportunity you listed in Section 2, Item b, of the completed HSP form for which you are completing the attachment.

a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item Number: _____ Description: _____

b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in SECTION B-1. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) – Historically underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/passcmbsearch/index.jsp>. HUB status code "A" signifies that the company is a Texas certified HUB.

Sub Contractor Name (also list name of 2 nd , 3 rd , etc tier suppliers or sub contractors if HUB)	Texas Certified HUB	Texas VID # or federal EIN <small>Do not enter Social Security Numbers. If you do not know their VID/EIN, leave their VID/EIN field blank</small>	Approximate Dollar Amount	Expected Percentage of Contract
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%

c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in SECTION B-1 is **not** a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to **all** the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.