



**OWNER-ARCHITECT PROJECT AGREEMENT**  
**("Agreement")**

**BETWEEN**

**TEXAS SOUTHERN UNIVERSITY**  
**("Owner")**

**AND**

**("Architect")**

Harrison Kornberg Architects  
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Houston, Texas 77098  
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for the following project (the "**Project**"):

Project Name: Texas Southern University  
New Student Resident Housing

Project Address: 3100 Cleburne  
Houston, TX 77004

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Owner does hereby engage Architect, and Architect does hereby agree to perform for Owner, under the terms and conditions of this Agreement.

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## ARTICLE 1 – DEFINITIONS; INTERPRETIVE

1.1 **DEFINITIONS.** For all purposes of this Agreement, the following definitions shall apply:

*Additional Services* means the Services listed and/or referenced in ARTICLE 3.

*Agreement* means this Owner-Architect Project Agreement, including any addenda, exhibits or attachments included or incorporated by reference, and all Design Change Authorizations between Owner and Architect that may be issued subsequent to execution of this Agreement.

*Applicable Law* means all laws, codes, rules, regulations, judgments, ordinances and similar pronouncements of Appropriate Authorities.

*Appropriate Authorities* means any private, local, municipal, county, state, regional or federal authority or agency with jurisdiction over the Project or any portion of it. This term is intended to include those agencies and authorities which may require information or the filing of plans, specifications, etc., in connection with the Project on either a voluntary or compulsory basis, or who may issue permits, licenses or authorizations related to the Project or design and construction of the same, as well as any agencies or authorities providing funds, whether by grant or loan, for the design, development and/or construction of the Project.

*Architect's Standard of Care* is defined in Section 2.2.

*Basic Services* means the Services listed and/or referenced in ARTICLE 2.

*Bidding and Proposal Phase* means the phase or stage of the Project described in Section 2.7 below.

*Bidding and Proposal Phase Services* means the services identified in Section 2.7 below.

*Change Order* means a Change Order Proposal approved by Owner in writing.

*Change Order Proposal* means a document generated by Architect on Owner's behalf and at Owner's request documenting Owner's proposal of a change to the Project or the Work and identifying the effect, if any, that the change would have on the Construction Cost Estimate and the time for Contractor to achieve Substantial Completion.

*Change Proposal* means a document generated by Contractor in the form required by Owner proposing a change to the Project or the Work. Change Proposals may, but do not necessarily, involve proposed adjustment to the amount to be paid Contractor for the Work or extension of the time for Contractor to achieve Substantial Completion.

*Construction Administration Phase* means the phase or stage of the Project described in Section 2.8 below.

*Construction Administration Phase Services* means the services identified in Section 2.8 below.

*Construction Contract* means the Owner/Contractor agreement for construction of the Project.

*Construction Cost Estimate* means Architect's dated estimate, prepared and updated by Architect's construction cost estimating consultant(s), including the major categories of Work, of the entire Project's cost of construction including contingency with respect to each phase of development, and delivered to Owner in accordance with Section 2.2.17.

**Construction Cost Limitation** means Owner's estimate of the cost to build the Project. Owner may amend the Construction Cost Limitation for Owner's reasons and/or in response to the Construction Cost Estimate, by delivering written notice to Architect.

**Construction Documents** means the documentation prepared by Architect to be used to direct the Contractor in the construction of the Project, to estimate the cost of the Project, and to secure bids for constructing the Project. The Construction Documents shall include drawings, specifications, general conditions, supplementary general conditions, special conditions, information to bidders, bid proposal(s), and addenda developed to set forth in detail all aspects of design, function and construction. These documents, upon acceptance of a valid GMP Proposal, form the basis of the Construction Documents.

**Construction Documents Phase** means the phase or stage of the Project described in Section 2.6.

**Construction Documents Phase Services** means the Services required in Section 2.6.

**Construction Manager** means a contractor appointed to serve as construction manager for and on behalf of Owner for this Project in accordance with Section 51.781 or Section 51.782 of the *Texas Education Code*.

**Consultant** means an individual or firm that is legally engaged in rendering professional services to the Architect under the terms of this Agreement. The Consultant must be certified, licensed or registered in the State of Texas to practice in the field for which the Consultant is retained by the Architect.

**Contractor** means the entity awarded the contract to construct the Project.

**Day** means business days, Monday through Friday, 8:00am – 5:00p.m.

**Design Change Authorization** means Owner's form for modifications to Project scope or quality. Said form is a Design Change Authorization if and when signed and dated by Owner's Designated Representative.

**Design Development Documents** means the items described in Section 2.5.2.

**Design Guidelines** means the TEXAS SOUTHERN UNIVERSITY Campus Design Guidelines and Standards.

**Facility Program** means Owner's initial description of the Project scope, preliminary Construction Cost Limitation, schedule, criteria for design objectives, characteristics and constraints, space requirements and relationships, Site requirements, existing facilities, and desired special components, systems and equipment. The Preliminary Facility Program is attached as Exhibit C.

**Floor Area Calculations** means the calculation and tabulation of both gross and assignable floor areas as defined by the most current version of the Texas Higher Education Coordinating Board Facilities Room Inventory Report, which is located and maintained online at <http://www.thecb.state.tx.us/reports/PDF/1681.PDF?CFID=8012590&CFTOKEN=45742903> including copies of Computer-Aided Design and Drafting ("CADD") files with all such measurements utilizing poly lines and a room attribute "block" provided by Owner and prepared in accordance with the TEXAS SOUTHERN UNIVERSITY CAD Standards Manual located in the Facilities Office, General Service Building suite 221.

**GMP Proposal** means the guaranteed maximum price proposal submitted by Contractor to Owner for construction of the Project in accordance with the Construction Documents.

**HUB** means Owner's Historically Underutilized Business Policy.

**Major Categories Of Work** means those applicable categories of construction work necessary for completion of construction of the entire Project and may include, but not be limited to, the following construction categories: demolition, Site preparation, grading and earthwork, general construction, heating, ventilating, air-conditioning, plumbing, electrical, voice & data cabling, security features, elevators and Site improvements.

**Owner's Designated Representative** is defined in Section 5.1.

**Principal** is defined in Section 4.1.

**Project** means "Project" as defined UGC with respect to the Project identified on the title page of this Agreement.

**Project Construction Budget** means the latest Construction Cost Estimate approved by Owner at any applicable phase of the Project.

**Project Manager** shall mean the professional program manager employed by the Owner as program manager of record for the Project. The duties of the Project Manager include coordination of the Architect / Engineer team, Contractor, Consultants, Owner Vendors and the Owner in the delivery of services and products for the Project. The term "Project Manager" is interchangeable with the term "Owners Representative" in this agreement.

**Project Team** means Owner, Contractor, Architect, Project Manager and any separate contractors and other consultants (including Consultants) employed for the purpose of programming, design and construction of the Project. The composition of the Project Team may vary at different phases of the Project. The Project Team will be designated by Owner and may be modified from time to time by Owner.

**Record Drawings** is defined in Section 10.1.

**Reimbursable Expenses** is defined in Section 6.3.

**Reimbursable Expenses Cap** means **Twenty Thousand** Dollars and ZERO Cents (\$20,000.00), which is the maximum amount to be paid by Owner for reimbursement of expenses on the Project under this Agreement. Reimbursement shall be actual expenses without any markup for profit or overhead and in accordance with the State of Texas travel limitations.

**Schedule** is defined in Section 2.3.

**Schematic Design Documents** is defined in Section 2.4.

**Services** means all services required of Architect under this Agreement, whether by Architect or sub-consultants engaged by Architect.

**Site** is defined in the UGC.

**SGC** means the TEXAS SOUTHERN UNIVERSITY Supplemental and Special Conditions, as they may be amended, modified, or revised. The SGC are attached hereto and incorporated herein as Exhibit D.

**Substantial Completion** is defined in the UGC.

*UGC* means the current version of the State of Texas Uniform General Conditions for Construction Contracts ("*UGC*"). The UGC are incorporated herein and published by the Texas Facilities Commission and may be found on its website.

*Work* means the provision of all services, labor, materials, supplies, and equipment that are required or reasonably inferable to construct the Project in strict accordance with the requirements of the Construction Documents (as such may be modified or amended).

**1.2 INTERPRETIVE.** The provisions of the UGC and SGC governing the responsibilities of the "Architect/Engineer" or "A/E" apply to Architect and are incorporated herein for all purposes; provided, however, to the extent the terms of this Agreement conflict with the UGC and/or the SGC, the terms of this Agreement will control.

## ARTICLE 2 – ARCHITECT’S BASIC SERVICES

**2.1 MATERIAL INDUCEMENT TO OWNER** Architect agrees and acknowledges that Owner is entering into this Agreement in reliance on Architect’s represented experience and abilities to provide the Services. Architect shall use its professional efforts, skill, judgment, and abilities in performing the Services in accordance with the usual and customary standards of Architect’s profession ordinarily exercised by practicing design professionals performing similar services in the same locality, at the same site and under the same or similar circumstances and conditions. The Architect makes no other representations or warranties, whether expressed or implied, with respect to the services rendered hereunder. Subject to the foregoing standard of care, Architect shall endeavor to perform its Services in compliance with Applicable Law. Architect shall be solely responsible for the full cost of correcting any non-conforming Services, including any rendered by any Consultant(s) and any others who have acted in reliance thereon.

**2.2 GENERAL RESPONSIBILITIES.** Architect shall design the Project such that it can be built, with alternates, within the Project Construction Budget at or under the Construction Cost Limitation of **\$41,459,000.00**. By executing this Agreement, Architect acknowledges receipt and comprehension of the Construction Cost Limitation. Architect shall allocate adequate time, personnel and resources as necessary to perform the Services. Architect shall perform the Services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project and in accordance with the standards set forth in Section 2.1 ("*Architect’s Standard of Care*"). With respect to the Project and in satisfaction of the foregoing, Architect shall:

2.2.1 Manage the design of the Project to achieve the Facility Program objectives of scope and cost through completion and acceptance of the Construction Documents Phase. In this regard, Architect shall:

2.2.1.1 Chair all meetings scheduled prior to the Construction Administration Phase and promptly provide and distribute by email, or such other medium as



may be specified by Owner meeting minutes to all persons involved in the design of the Project, including (by way of example and not of limitation) the Construction Manager (if any).

- 2.2.1.2 Ensure coordination and inclusion of sequence of operations for all operable systems in the Project.
- 2.2.1.3 At no cost to Owner, furnish and deliver to Owner one (1) complete printed copy and one (1) electronic copy of each plan, drawing and specifications of every character made or furnished in connection with the Work, including the Record Drawings (in accordance with ARTICLE 10), which copies shall, upon delivery, become the property of Owner.
- 2.2.1.4 Distribute digital copies of all plans, specifications and other documents for use by Architect and the Consultants to any employee, agent or Consultant requiring them, all at no cost to Owner. Cost of any hard copies will be charged against the Reimbursable Cap allocated to Architect.
- 2.2.1.5 Become sufficiently familiar with the existing facilities, systems and conditions at the Site so that the proposed Project will completely and properly interface functionally with them.
- 2.2.2 Utilize project information management software throughout the course of the Project for purposes of file sharing and document management. If Owner appoints a Construction Manager or Project Manager before Architect has identified such software, Architect shall cooperate with the Construction Manager or Project Manager to select mutually agreeable software for use through the final completion of Construction Manager's contractual obligations to Owner. All Project documentation, such as notifications and responses for requests for information and submittals, Architect's supplemental instructions, proposal requests, revised logs and other standard documentation must be uploaded and distributed via the information management software. The software must include an e-mail notification system and have capacity to store all posted files throughout the remainder of the project. A user ID and password will be provided for all Project Team members to disseminate project reports and information. A mutually acceptable file naming convention will be established by the Project Team prior to the commencement of the Work.
- 2.2.3 Advise Owner of any adjustments to the scope or quality of the Project necessary to comply with the Construction Cost Limitation and the Project Construction Budget at all stages of the Services.
- 2.2.4 Consult to the extent required by Owner with authorized employees, agents and/or representatives of Owner relative to the design and construction of the Project.
- 2.2.5 Coordinate the Services with services related to the Project provided by Owner and Owner's consultants, including any Construction Manager appointed by Owner.
- 2.2.6 Take reasonable precautions to verify the accuracy and suitability of any drawings,

plans, sketches, instructions, information, requirements, procedures, requests for action, and other data supplied to Architect (by Owner or any other party) that Architect uses for the Project, and promptly alert Owner in writing of any error, omission or inconsistency in services or information, whether such services are, or information is, provided by Owner, Owner's consultant(s) (which, during the Construction Administration Phase, includes the Contractor and its subcontractors), Architect, any Consultant, or any other person retained by Architect. Once identified, Architect shall immediately identify to Owner in writing any such documents or data which, in Architect's professional opinion, are unsuitable, improper, or inaccurate in connection with the purposes for which such documents or data are furnished. Nothing shall excuse or detract from Architect's responsibilities or obligations hereunder in a case where such documents or data are furnished unless Architect advises Owner in writing that in Architect's professional opinion such documents or data are unsuitable, improper, or inaccurate and Owner confirms in writing that it wishes Architect to proceed in accordance with the documents or data as originally given.

- 2.2.7 Review Site surveys, subsoil data, and other data logs of borings, etc., furnished to Architect pursuant to ARTICLE 5, and advise Owner whether such data is sufficient for the purpose of design, or if additional data is necessary before Architect can proceed with the Services. In the absence of notice from Architect of the insufficiency of any such information, Architect will be deemed to have accepted such information and of its sufficiency for Architect's purposes. In such event, Architect will not be entitled to additional time or compensation for obtaining additional data it determines necessary to proceed with the Services.
- 2.2.8 As part of Basic Services (and not chargeable to Owner) contract for or employ consultants necessary for the design of the Project (the "*Consultants*"), including a duly licensed and registered Accessibility Specialist ("*RAS*") and providers of the following, as and when required for the timely development of the Project:
- Mechanical, Electrical, and Plumbing Engineering Services
  - Structural Engineering Services
  - Civil Engineering Services (including preparation of SWPPP documents when required by the Project scope)
  - Landscape Architecture Design Services
  - Audio-Visual/Data and Telecommunications Engineering Services
  - Interior/Exterior Graphics, Signage and Wayfinding Services to comply with TSU standards.
  - Informational Technology Design Services
  - Furniture, Fixtures and Equipment (FF&E) Design Services, but only to the extent of showing the locations of the FF&E in the drawings, for the purpose of ensuring same will fit in the appropriate spaces.

- Elevator Design Services
  - Building Envelope Services
  - Security/Building Access Design Services
- 2.2.9 With respect to Texas architectural Barriers Act and the Americans with Disabilities Act and any other Applicable Law pertaining to disabilities and architectural barriers (including the requirements of the Texas Department of Licensing and Regulation, collectively, “*ADA*”):
- 2.2.9.1 Advise Owner in writing of all accessibility standards applicable to the Project;
- 2.2.9.2 Advise Owner regarding compliance with all ADA requirements including the final call for inspection; and Office of the General Counsel
- 2.2.9.3 Attend the inspection(s) of the Project by the RAS and (a) advise Owner with respect to any RAS recommendations, and (b) assist and supervise the Contractor with any necessary corrective actions.
- 2.2.9.4 The Architect shall not be responsible for Owner’s or Contractor’s (or Construction Manager’s), failure to adhere to the Contract Documents and any applicable laws, codes and regulations incorporated therein, nor for any changes to the design made by the Owner without the direct participation and written approval of the Architect.
- 2.2.10 Coordinate the Services with the services of all consultants on the Project, including the Consultants and any consultants retained by Owner, and ensure that all such services are appropriate for and are adequately incorporated into the design of the Project. Nothing in the foregoing shall create a contractual relationship between Architect and any consultants retained or employed by Owner.
- 2.2.11 Satisfy all requirements of Appropriate Authorities regarding the Services including, but not limited to, auditing requirements and payroll affidavits, and assist Owner in fulfilling or satisfying the applicable requirements of Appropriate Authorities regarding the design,= cost, and construction of the Project.
- 2.2.12 Comply with all requirements of the Design Guidelines and the TEXAS SOUTHERN UNIVERSITY Telecommunications Cabling Standards (the “*Cabling Standards*,” a copy or website address of which has previously been provided by Owner to Architect). Any proposed deviations from the Design Guidelines or Cabling Standards must be submitted in writing to Owner for approval. Architect shall not proceed with any such deviations without the prior written approval of Owner.
- 2.2.13 Incorporate the requirements of the Energy Conservation Design Standard for New State Buildings as administered by the State Energy Conservation Office, 34 *Texas Administrative Code*, Part 1, Chapter 19, and provide a Statement of Compliance certifying that the Project design complies with the standards.

- 2.2.14 Assist with and attend with Owner representatives an open meeting to be held pursuant to *Texas Government Code* Section 2166.403(b), to verify the economic feasibility of incorporating alternative energy and life cycle costs of proposed systems for space heating, cooling, water heating, electrical loads, and interior lighting into the building's design and proposed energy system. Not later than forty (40) days prior to the open meeting, Architect shall deliver to Owner a formal, written economic evaluation for the potential of renewable energy applications and life cycle costs of proposed systems pursuant to the legislative requirements. Guidelines are available from the State Energy Conservation Office, State Comptroller's Office.
- 2.2.15 Incorporate the Xeriscape Landscaping design requirements as adopted by the State of Texas Building & Procurement Division for Xeriscape landscaping on new construction projects, pursuant to *Texas Government Code* Section 2166.404. Architect shall provide Site analysis and design to incorporate these provisions. A summary of the Project requirements meeting these guidelines shall also be provided for the Design Development Documents submittal package.
- 2.2.16 In conjunction with Owner, meet as necessary with Appropriate Authorities to review the design, construction and proposed operation of the Project for compliance with Applicable Law.
- 2.2.17 Engage a reputable and specialized construction cost estimating consultant acceptable to Owner to prepare detailed construction cost estimates of the Project in a form acceptable to Owner following the Construction Specifications Institute Master Format ("**Construction Cost Estimates**"). Updated Construction Cost Estimates shall be included with the plans and specifications submitted by Architect to Owner for review at (a) completion of the Schematic Design Phase, (b) completion of the Design Development Phase, (c) 50%, and 90% completion of the Construction Documents Phase (the schedule set forth in items (a) through (c) is referred to, collectively, as the "**Submission Schedule**"). If the Construction Cost Estimate exceeds the Construction Cost Limitation at any time, Owner at its sole and absolute discretion will determine whether to increase the Construction Cost Limitation or require Architect to revise the Project scope or quality to comply with the Construction Cost Limitation; if Owner elects to require Architect to make such revisions, Architect will do so at no additional cost to Owner. Reductions in Project scope or quality are subject to Owner's review and approval.
- 2.2.18 Submit documents to Owner for review in accordance with the Submission Schedule. Architect shall incorporate into the documents such corrections and amendments as Owner requests in writing, unless Architect objects in writing and receives Owner's written consent not to make the changes. Architect will not be responsible for any damages or losses incurred by Owner resulting from Architect's incorporation of requested corrections and amendments to the documents to which the Architect reasonably objects. Architect is responsible for

any damages or losses incurred by Owner resulting from Architect's failure to incorporate requested corrections and amendments to the documents to which the Architects agrees.

2.2.18.1 Owner will provide its review comments to Architect on the form used by Owner for internal document review, and Architect shall provide a detailed written response to each of Owner's review comments indicating where and how they have been addressed in the design documents. At each required document submittal stage, Architect shall include the completed comment form from the preceding submittal along with a cover letter signed by the Principal (as defined in Section 4.1 below) affirming that the prior review comments have been fully addressed in the current submittal. Failure to respond to the previous comments or to provide the written affirmation as required by this Section 2.2.18.1 shall justify Owner's reduction or rejection of Architect's invoice(s) for Services, until the provisions of 2.2.18.1 are satisfied.

2.2.18.2 Owner's approval of revised documents submitted by Architect pursuant to Section 2.2.18.1 shall not constitute or be deemed an approval of any unlisted changes, and any costs or expense for any Additional Services subsequently required and/or rendered for such unlisted changes shall be Architect's sole responsibility.

2.2.19 Any change to the scope or quality of the Project, whether for budgetary reasons or otherwise, shall be effected by a Design Change Authorization on Owner's then-current form (as it may be modified from time to time) and in accordance with Owner's then current procedure (as it may be modified from time to time).

2.2.20 Correct, at its own cost, any Services rendered by Architect and/or any Consultants that do not meet Architect's Standard of Care. In the event of a disagreement as to whether any Services do not meet the Architect's Standard of Care, the Architect shall correct such Services and notify Owner in writing of its disagreement and the basis for same, and the dispute shall be resolved in accordance with the dispute resolution provisions of this Agreement. Such an event and resolution of same shall not be a basis for a suspension of Services nor of a request for additional time under this Agreement.

2.2.21 At Owner's request, coordinate the purchase of additional reprographic materials for bidding or proposal purposes or when additional review sets, in excess of those required by Section 2.6.1, are required by Owner. Architect shall present a Tax Exemption Certificate to the vendor and coordinate Owner's requirements for type, quantity and invoice billing. When requested, Architect will account to Owner for all additional materials ordered by Owner through Architect as Owner's agent and shall distinguish between those materials ordered on behalf of Owner without sales tax and any other copies thereof that Architect, or others, may order and pay for which includes sales tax, on its own or their behalf. Architect shall forward to

Owner the original vendor's invoice for materials purchased by Owner and delivered to Architect as Owner's agent. If Architect pays for these materials, it shall be reimbursed for them by Owner, and the payment shall not reduce the amount available for Reimbursable Expenses shown in Definition of "Reimbursable Expense Cap".

2.2.22 If the Project is subject to Texas Commission on Environmental Quality ("**TCEQ**") Regulations, 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 Architect or other subcontractors under this Agreement for civil and landscape site coordination, (2) preparing 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) drafting technical specifications governing the 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's recommended courses of action under BMPs. The TPDES Consultant shall ensure that the SWPPP 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 TEXAS SOUTHERN UNIVERSITY on which the Site is located. The TPDES Consultant, through Architect, shall determine whether General Permit coverage is required, and, if so, shall advise Owner of Owner's obligations under the General Permit and shall advise Owner of the Contractor'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 of each project can comply with TPDES requirements and BMPs. ARCHITECT HEREBY INDEMNIFIES AND HOLDS HARMLESS OWNER FROM 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 CAUSED BY THE NEGLIGENT ACT OR OMISSION OF ARCHITECT OR ARCHITECT'S CONSULTANTS. THE OBLIGATION TO INDEMNIFY OWNER UNDER THIS PROVISION SHALL SURVIVE TERMINATION OR COMPLETION OF THIS AGREEMENT.

- 2.2.23 Prepare, maintain and update the Floor Area Calculations and all associated CADD files throughout the course of the Project to reflect any changes made to the design in later stages of the Project, and shall submit to Owner a final document during Project closeout. All CADD drawings and files shall be developed and maintained in accordance with the TEXAS SOUTHERN UNIVERSITY CAD Standards.
- 2.2.24 Conduct a walk-through of the Project approximately 30 days prior to the warranty expiration, and provide Owner with a written report of deficiencies in construction observed during the course of the walk-through.
- 2.2.25 Attend all regularly scheduled meetings during the Construction Administration Phase and advise Owner on matters such as construction phasing and scheduling, bid or proposal alternates, special allowances, liquidated damages, the Construction Contract time period, and other construction issues appropriate for the Project.
- 2.2.26 Coordinate Basic and Additional Services with Project and Construction Manager.
- 2.2.27 Participate in the development, documentation and review of the GMP Proposal with Owner's representative, as advocate and representative in accordance with the provisions of the Construction Contract so as to confirm that the Construction Documents, when complete, reflect all qualifications, clarifications and assumptions contained within the GMP Proposal.
- 2.2.28 If Owner appoints a Construction Manager to the Project, cooperate with Construction Manager and Project Manager to jointly provide a monthly written status report stating the progress of the incorporation into the Construction Documents of the qualifications, clarifications, assumptions, exclusions and value engineering and all other requirements of the GMP Proposal accepted by Owner.
  - 2.2.28.1 If Owner does not accept the GMP Proposal, Architect shall participate with Owner and Construction Manager in constructability, value engineering and/or cost reviews and shall revise the Construction Documents as necessary to facilitate agreement.
- 2.2.29 If Owner assigns a Construction Manager to the Project, reconcile (together with Construction Manager) any differences between the Construction Cost Estimate and Construction Manager's GMP Proposal at each phase of the Basic Services. If such reconciliation proves impossible, Architect shall deliver to Owner a written explanation of the differences with sufficient detail to permit Owner to consider all available solutions.
- 2.2.30 Architect Basic Design Services to include tunnel addition from the University Law School tunnel to the construction site including the utilities (power, chill water, steam & condensate, data and phones). Chill water pipe upsizing from Central Plant passing the Nabrit Building to the tunnel at Tierwester.
- 2.2.31 Unless otherwise provided in this Agreement, the Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling,

removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site.

**2.3 SCHEDULE OF SERVICES.** Owner intends to have 100% of construction documents, complete by April 5, 2013. The following outlines the phases and due dates. The schedule is conditional that a fully executed contract is effective Sep. 1, 2012.

Programming/Schematic Design	6 weeks, Due date: Oct. 12, 2012
Owner review & comments	1 week, Due Date: Oct. 19, 2012
Design Development	2 months, Due Date: Dec. 14, 2012
Owner Review and Comments	1 week, Due Date: Dec. 21, 2012
Cost Estimate & Reconciliation	1 week, Due Date: Jan. 4, 2013
50% Construction Documents	5 weeks, Due Date: Feb. 8, 2013
Owner review & Comments	1 week, Due Date Feb. 15, 2013
90% Construction Documents / CMAR's GMP	4 weeks, Due Date: Mar. 15, 2013
Owner review & comments	1 week, Due Date: Mar. 22, 2013
Cost Estimate & Reconciliation	1 week, Due Date: Mar. 29, 2013
100% Construction Documents	1 week, Due Date: Apr 5, 2013

For each consecutive calendar day after August 2, 2013, that any services, including the correction of deficiencies found and is not completed, the amount of **ONE THOUSAND DOLLARS AND ZERO CENTS (\$1,000.00)** will be deducted from the money due, not as a penalty but as liquidated damages which the Owner will sustain for late completion. Concurrently with the execution of this Agreement, Architect shall Prepare and submit to Owner for approval a schedule for the performance of Architect's Services that shows the order in which Architect proposes to carry out Architect's Services (the "*Schedule*"). The Schedule shall:

- 2.3.1 be in the form of a progress chart indicating all major tasks to be accomplished and the time for starting and completing the task; and
- 2.3.2 include allowances for periods of time required for Owner's review, for the performance of Owner's consultants, and for approval of submissions by Appropriate Authorities having jurisdiction over the Project. Once approved by Owner, time limits established by the Schedule shall not be exceeded by Architect or Owner, except for reasonable cause; provided, however, that reasonably foreseeable occurrences, such as typical weather conditions, vacation time, and standard attrition, shall not constitute reasonable cause for purposes of extending time limits established by the Schedule. The initial Schedule is attached to this Agreement as Exhibit B. If Architect determines that the Schedule should be adjusted at any point prior to commencement of construction of the Project, then Architect shall submit to Owner a revised Schedule and an explanation of the change(s) and the reason(s) for the change(s) for Owner's written approval. If approved in



writing by Owner, the revised Schedule shall replace the prior Schedule for all purposes under this Agreement.

**2.4 SCHEMATIC DESIGN PHASE SERVICES.** Architect shall review the Preliminary Facility Program provided by the owner. The Architect will coordinate with the owner to develop a Detailed Facility Program and Basis of Design for review and approval by the Owner. The *Schematic Design Phase* will not commence until the Owner has approved Architect's Detailed Facility Program and Basis of Design and Architect's receipt of Owner's written authorization to proceed with Schematic Design. During the Schematic Design Phase, Architect shall provide the following Services (the "*Schematic Design Services*"):

2.4.1 Prepare and submit to Owner and, at Owner's option, to Construction Manager, for Owner's approval the following items (the "*Schematic Design Documents*"): (a) outline specifications indicating architectural, structural, mechanical, and electrical systems and materials proposed, and (b) the Floor Area Calculations. If Owner instructs Architect to deliver the documents identified in this Section to anyone (including, for example, Construction Manager) in addition to Owner, the cost of reproducing and delivering such documents shall be a Reimbursable Expense.

2.4.2 Upon completion of the Schematic Design Documents, Architect will prepare the Construction Cost Estimate. If the Construction Cost Estimate (including contingency) exceeds the then-current Project Construction Budget by more than five percent (5%), then Owner may, at its discretion, (a) give written approval of an increase in the Project Construction Budget, or (b) require Architect to revise the scope of the Project or its quality, or both, so as to reduce the Construction Cost Estimate, in which case Architect shall, at its expense and at no cost to Owner, modify the Schematic Design Documents, in order to bring the Construction Cost Estimate within the Project Construction Budget.

**2.5 DESIGN DEVELOPMENT PHASE SERVICES.** The *Design Development Phase* shall not begin unless and until Owner delivers to Architect written approval of the Schematic Design Documents and written instruction to proceed with Design Development Phase Services. Should Architect perform any Services after submitting the Schematic Design Documents to Owner for approval but prior to receiving Owner's approval for same, such Services shall be at Architect's sole cost and expense and not chargeable to or payable by Owner. During the Design Development Phase, Architect shall provide the following Services (the "*Design Development Phase Services*"):

2.5.1 Prepare and submit to Owner and, at Owner's option, to Construction Manager, for Owner's approval design development documents based on the approved Schematic Design Documents and any adjustments to the Detailed Facility Program or Construction Cost Limitation authorized in writing by Owner. The design development documents shall incorporate the GMP Proposal approved by Owner, and shall fix, illustrate and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, materials, Site

development and such other elements as may be appropriate and must consist of drawings and other documents including plans, sections, elevations, typical construction details and diagrammatic layouts of building systems. The design development documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels. In addition to the foregoing, the design development documents shall include:

2.5.1.1 presentation materials, including finish and material boards and rendered plans, elevations, sections and perspective views as Architect deems necessary to illustrate the final design; and

2.5.1.2 preliminary recommended furniture layouts for all spaces where it is important to substantiate the fulfillment of Facility Program space requirements, or to coordinate with specific architectural, mechanical and electrical elements. If Owner instructs Architect to deliver the documents identified in this Section to anyone (including, for example, Construction Manager) in addition to Owner, the cost of reproducing and delivering such documents shall be a Reimbursable Expense.

2.5.2 The design development documents, once approved by Owner, are referred to in this Agreement as the “*Design Development Documents*.”

2.5.3 Architect shall direct the preparation of a detailed Construction Cost Estimate to confirm compliance with the then-current Project Construction Budget and include it with the completed Design Development Documents. Architect shall advise Owner of any adjustments to the project scope necessary to align the cost estimate and the project budget with the established Construction Cost Limitation and revise the Design Development Documents as may be required.

**2.6 CONSTRUCTION DOCUMENTS PHASE SERVICES.** The Construction Documents Phase (herein so called) shall not begin unless and until Owner approves the design development documents and delivers to Architect written instruction to proceed with the Construction Documents Phase Services. Should Architect perform any Services after submitting the design development documents to Owner for approval but prior to receiving Owner’s approval for same, such Services shall be at Architect’s sole cost and expense and not chargeable to or payable by Owner. During the Construction Documents Phase, Architect shall provide the following Services (the “*Construction Documents Phase Services*”):

2.6.1 Multiple Construction Documents Bid Packages may be required to support the Bidding and Construction Schedule for the Project. Architect will provide multiple bid packages at no additional cost to Owner, if Architect is unable to meet the Schedule of Services shown in 2.3 of this Agreement, and multiple bid packages will allow the project to stay on schedule. Architect will not be required to provide more than three Bid Packages. If necessary, the multiple Bid Packages will be as follows:

**Bid Package One:** (a) Site Development, (b) Site Utilities (c) Building Structure

**Bid Package Two:** (a) Building Exterior. (b) Interior Construction

**Bid Package Three:** (a) Interior Finishes (b) Furniture Location Drawings

2.6.2 Prepare, based on the Design Development Documents, and any further adjustments authorized in writing by Owner in the scope or quality of the Project or in the Project Construction Budget, and deliver to Owner and to Construction Manager (if any) one (1) complete hard copy set and one (1) complete electronic set of each of the Construction Documents bid packages for Owner's review and approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of drawings and specifications setting forth in detail the quality levels of materials and systems (including, by way of example and not of limitation, sequence of operations for all operable systems) and other requirements for the construction of the Work, and shall comply in all respects with Applicable Law. Notwithstanding anything to the contrary contained herein, the cost of reproduction and delivery to Construction Manager of documents in accordance with this Section 2.6.1 shall be a Reimbursable Expense.

2.6.3 Assist Owner and any Construction Manager in preparing all necessary bidding information, bidding forms, and RFP information and forms.

2.6.4 Functional Test Procedures: Coordinate with the project team and write the functional test procedures for the building including Mechanical, electrical, and plumbing equipment and systems. These functional test procedures will be used by the Owner's consultant in the commissioning phase of the project.

2.7 **BIDDING AND PROPOSAL PHASE SERVICES.** The Bidding and Proposal Phase (herein so called) shall not commence unless and until Owner's written (a) acceptance of the Construction Documents and (b) approval of the mutually established Construction Cost Limitation. During the Bidding and Proposal Phase, Architect shall provide the following Services (the "*Bidding and Proposal Phase Services*"):

2.7.1 Architect shall answer inquiries from bidders and proposers at Owner's request, and in conjunction with the Project Manager the Architect shall prepare and issue any necessary addenda to the bidding or proposal documents.

2.7.2 Not Used

2.7.3 In the event the best value proposal received for the Project exceeds the Construction Cost Limitation established at the completion of the Construction Document Phase, revise the drawings and specifications as necessary to bring the cost of the Project within the Construction Cost Limitation if so directed by Owner, at no cost to Owner. Notwithstanding anything to the contrary contained in this Agreement, Owner reserves the right to accept a proposal and award a construction contract that exceeds the Construction Cost limitation, if such award is determined by Owner in its sole discretion to be in Owner's best interest.

2.8 **CONSTRUCTION ADMINISTRATION PHASE SERVICES.** The Construction Administration Phase (herein so called) shall commence upon Owner's award of the