



ALAMO
COLLEGES
DISTRICT

PURCHASE OF ARCHITECTURAL/ENGINEERING
SERVICES FOR THE EASTSIDE EDUCATION TRAINING
CENTER (EETC)

REQUEST FOR QUALIFICATION STATEMENTS (RFQS)

RFQS NO. 19C-005

Release Date: January 16, 2019

Responses must be submitted to:

Alamo Colleges District

Purchasing and Contract Administration

See addresses in "Key Dates and Meetings"

Pre-Response Meeting: January 24, 2019, 10:30 a.m.

Qualification Statements Deadline: January 31, 2019, 2:00 p.m.

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KEY DATES AND INFORMATION

- RFQS NAME:** Request for Qualification Statements (RFQS) for Purchase of Architectural/Engineering Services for the Eastside Education Training Center (EETC)
- PRE-RESPONSE MEETING:** A Pre-Response meeting is scheduled on January 24, 2019. The meeting will begin at 10:30 a.m. in the Killen Education Service Center, 201 W. Sheridan, Board Room, San Antonio, TX 78204. The Pre-Response meeting is not mandatory; however, attendance is strongly encouraged.
- CLOSURES:** The Alamo Colleges District will be closed on Monday, January 21, 2019 for Martin Luther King Day.
- SUBMITTAL DEADLINE:** January 31, 2019, prior to 2:00 pm
- DELIVERY LOCATION BY U.S. MAIL:**
Alamo Colleges District
Purchasing and Contract Administration
Re: Purchase of Architectural/Engineering Services for the Eastside Education Training Center (EETC)
RFQS # 19C-005
1819 N. Main Ave., Box 693
San Antonio, Texas 78212-4299
- DELIVERY LOCATION BY HAND DELIVERY OR COURIER SERVICE BY OFFEROR:**
Alamo Colleges District
Purchasing and Contract Administration
Re: Purchase of Architectural/Engineering Services for the Eastside Education Training Center (EETC)
RFQS # 19C-005
1743 N. Main Ave., Bldg. 41, Room 101
San Antonio, Texas 78212-4299
- CONTRACT TERM:** Any contract awarded by the Board of Trustees as a result of the RFQS will be for the period beginning May 1, 2019 (based on an April Board award and EDA approval) and will expire on December 31, 2020.
- NOTICE:** All questions related to this RFQS are to be directed to Sandra Calderon, Senior Purchaser, via email to: sirlas@alamo.edu with a copy to dst-purchasing@alamo.edu

GENERAL INFORMATION

1.0 **BACKGROUND**

The Alamo Community College District (The District) was established as a public community college through a public election in 1945. The Alamo Colleges District operates as a political subdivision under the law of the State of Texas. A nine-member Board of Trustees is the governing body of the District. The Trustees are elected locally to six-year staggered terms by Bexar County voters. The Chancellor, the District's chief executive officer, guides and implements the program and policies of the Alamo Colleges District. The District is also known as the Alamo Colleges District.

Alamo Colleges District serves the educational needs of Bexar County and surrounding communities through its colleges and educational centers. The Alamo Colleges District, a comprehensive two-year system, is dedicated to providing quality education and workforce training to the people of Bexar and surrounding counties. The District includes five institutions that are separately accredited by the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC). The Colleges provide:

- university transfer programs
- developmental courses
- workforce education programs¹²⁹⁵
- adult literacy courses
- technical programs
- continuing education
- community services
- academic courses for certification and associate degrees

Student enrollment for the Spring 2017 semester was 63,005 students. Students are taught by highly qualified faculty, generally with Master's and Doctorate degrees, committed to creating a learning centered environment. Student services include counseling, computer labs, and tutoring, financial services, services for the disabled, developmental instruction, veterans' services, and job placement.

The Alamo Colleges District include five Hispanic-serving Institutions and one of the nation's only institutions that is both a Historically Black College and a Hispanic-serving Institution; the nation's third largest producer of Hispanic nurses; and Texas' largest provider of online post-secondary education. A vibrant international program brings Central American teachers to San Antonio for advanced education while affording students and faculty the opportunity to travel to all regions of the world. Alamo Colleges District has been a leading recipient and distributor of Pell Grants (federal financial aid) in Texas for several years.

The Alamo Colleges District's central office at 201 W. Sheridan St. in San Antonio is the location for Alamo Colleges District Administration, Human Resources, Legal Services, Ethics and Compliance Office, and the District Internal Audit Office. The 811 W. Houston St. location houses the District Information Technology Services Department, and the Finance and Fiscal Services Department. Other District operations are distributed throughout the Bexar County, including the Purchasing and Contract Administration and Alamo Colleges Foundation which are at 1819 N. Main Ave.; Facilities Operation and Construction Management Department which is at 7990 Pat Booker Road in Live Oak, Texas; and the Alamo University Center which is at 8300 Pat Booker Road in Live Oak, Texas. Alamo Colleges District has satellite locations and small remote locations in New Braunfels, Floresville, and Kerrville that provide limited student services. All Alamo Colleges District's central offices will move to 2222 N. Alamo St. in spring 2019.

Economic Conditions and Outlook

The Alamo Colleges District operates in the strong economic area of San Antonio, Bexar County and surrounding counties. In August 2017, the San Antonio Business-Cycle Index, which tracks aggregate economic activity and is an indicator of the state of the overall economy, expanded at its fastest pace since 2016 as the unemployment rate held flat but job growth surged, according to the Federal Reserve Bank of Dallas. San Antonio's continued growth is attributed to the combination of lower business costs, continued job growth and a healthy city government. San Antonio



is the nation's seventh-largest city, has a dynamic economy rapidly expanding from traditional military and service sectors into telecommunications, biomedical science, information technology, data security and advanced manufacturing. The Alamo Colleges District has been an integral part of the Greater San Antonio community for more than 100 years, contributing significantly to the economic and social well-being of those who share this community with the District. It is highly regarded by the local business community for the quality of its workforce training and the success of its graduates. In the economic arena, a sizable 96% of its students stay in the region after they leave college and contribute to the local economy.

The three primary revenue streams to the Alamo Colleges District, other than federal grants used for scholarships, are ad valorem taxes, state appropriations, and tuition and fees.

The District strives to avoid tuition increases and ad valorem tax rate increases in the midst of declining state appropriations and other revenue pressures. Since fiscal year 2013, the District has absorbed approximately \$75.5 million in budget pressure resulting from declines in state appropriations and increased tuition waivers and exemptions, while simultaneously increasing student support services and faculty and staff compensation adjustments. Therefore, given the revenue positioning by the Alamo Colleges District and the State, strategic planning to manage costs and improve efficiencies is paramount.

Strategic and Long-Term Financial Planning



The Board approves a multi-year strategic plan that is reviewed and re-affirmed annually and involves all levels of the organization. Key performance indicators based on state and national peer institutions and annual performance targets are defined. An integrated planning model is used to strengthen the connection between the strategic plan, related action plans and the budget, which is approved annually by the Board of Trustees.

The budget is developed with broad-based staff involvement and is guided by budgetary, debt and financial policies approved by the Board. The

budget includes a multi-year financial plan, which incorporates proposed increases for capital budgets,

preventive maintenance and student success initiatives. A separate ten-year plan for the Alamo Colleges District projects an average of 2.01% year over year enrollment growth, while maintaining service levels and faculty staffing to provide excellent education for our students. The plan incorporates modest increases in tuition and fees, continued expectation of declining state appropriations and increases in property values.

Major Initiatives

The *Alamo Way* is a theoretical framework for improvement adopted by the Board of Trustees and used throughout the Alamo Colleges District. This policy describes three dynamic models that drive increased employee and student performance, greater organizational efficiency and effectiveness and leadership at the District. These models are fully integrated into the culture of the Alamo Colleges District, its students and employees. The Board holds that the Baldrige Criteria for Performance Excellence, the principles of Achieving the Dream and the Principle-Centered Leadership concepts from the Seven Habits of Highly Effective People (AlamoLEADS) provide the foundation for The Alamo Way (Always Inspire, Always Improve). By integrating leadership competencies and experiences into the core curriculum and in organizational learning opportunities for employees, the Alamo Colleges District empowers all students and employees to explore and realize their learning, professional and civic potential. The result is the organization achieving its full potential and our diverse communities achieving theirs.

The Alamo Colleges District continues to make significant progress on achieving greater student success, with a record 12,759 degrees and certificates awarded to students in fiscal year 2017, eclipsing the previous record of 12,009 awarded in the previous fiscal year. This achievement represents a tremendous 244% increase in degrees and certificates awarded between fiscal years 2006 and 2017, the largest increase among community colleges in Texas, and makes the Alamo Colleges District the largest producer of degrees and certificates among all community colleges in the State of Texas. This improvement is directly related to two major initiatives implemented by the District. First, the 4DX, the Four Disciplines of Execution, provides a simple, repeatable set of practices for organizations and individuals to focus on what is important, to execute strategic priorities and to achieve superb results. Second, the District also implemented MyMap (My Monitoring Academic Progress) which proactively engages students with deliberate activities at designated touch-points to ensure a consistent experience for students as they connect, enter, progress and complete their college goal.

Awards and Acknowledgments

The Alamo Colleges District continues to be recognized both locally and nationally as a leader in higher education. All four of the accredited colleges in the Alamo Colleges District have been named to the Aspen Institute's list of 150 community colleges in the U.S. and Palo Alto College was selected as a top-10 college that is now eligible to compete for the 2019 Aspen Prize for Community College Excellence. This is the first time nationally that four colleges from the same community college system have been nominated in the same year. The Aspen Prize is the nation's signature recognition of high achievement and performance for America's community colleges. The four colleges from the Alamo Colleges District were selected from a pool of nearly 1,000 public two-year colleges nationwide to compete for the \$1 million Aspen Prize in the categories of student learning, certificate and degree completion, employment and earnings and high levels of access and success for minority and low-income students.

The Alamo Colleges District's Central Texas Technology Center (CTTC) in New Braunfels received the 2017 Alamo Area Council of Government's (AACOG) Regional Award for government project of the year. The award specifically recognizes the center for its \$6.3 million expansion project which added 30,000 square feet to the center that was completed in Fall 2016. The expansion of the center enables more students to enroll in academic courses and workforce programs that prepare them for high-demand, well-paid jobs in the area.



Standard and Poor's (S&P) and Moody's, two of the "Big Three" credit rating agencies, affirmed the Alamo Colleges District's general obligation bonds AAA credit rating during fiscal year 2017. This is the highest rating possible and ensures that the District's bonds have the lowest possible interest rates, producing significant interest expense savings for Bexar County taxpayers over the life of the bonds. S&P cited the District's deep and diverse economic base in Bexar County, a strong financial position with a diverse revenue stream and substantial operating flexibility as reasons for the top rating. S&P also gave the Alamo Colleges District a strong rating for its Financial Management Assessment (FMA), indicating that the District's financial practices are strong, well embedded and sustainable. Moody's rating agency cited the District's sizeable and growing tax base in the robust San Antonio metropolitan area, history of stable financial performance and significant financial flexibility under the voter-approved tax cap as contributing factors for its high rating. The Alamo Colleges District is one of only three community college districts in Texas and one of only 11 community colleges in the nation that has received the highest possible rating from both of the top rating agencies.

The Alamo Colleges District has also earned numerous awards in the areas of procurement, budgeting and finance. For the sixth and seventh consecutive years, respectively, the Alamo Colleges District was awarded the National Achievement of Excellence in Procurement Award from the National Procurement Institute and the Distinguished Budget Presentation Award from the Government Finance Officers Association (GFOA). In addition, the Alamo Colleges District was the only community college in Texas awarded the Certificate of Distinction by the Government Treasurers' Organization of Texas (GTOT) for its investment policy in fiscal year 2017.

The GFOA awarded a Certificate of Achievement for Excellence in Financial Reporting to the Alamo Colleges District for its comprehensive annual financial report for the fiscal year ended August 31, 2017. This was the ninth consecutive year that the District has achieved this prestigious award. In

order to be awarded a Certificate of Achievement, a government must publish an easily readable and efficiently organized comprehensive annual financial report. The report must satisfy both generally accepted accounting principles and applicable legal requirements.

Offerors can visit Alamo Colleges District's website at <http://www.alamo.edu> to learn about Alamo Colleges.

2.0 PURPOSE:

The purpose of this Request for Qualification Statements (RFQS) is to solicit proposals/qualification statements for one (1) consultant to provide Architectural/Engineering Services used in the renovation of the Eastside Education Training Center (EETC) main building and associated boiler building. The contracted consultant will be responsible for all regulatory and statutory compliance for all aspects of the selected projects with all applicable governmental agencies, including but not limited to the City of San Antonio, Bexar County, the United States Government and its agencies, and the State of Texas and its agencies.

3.0 SCOPE OF WORK

- 3.1 Alamo Colleges District is seeking to contract with one (1) qualified and experienced individual/firm for Architectural/Engineering Services for the Eastside Education Training Center (EETC) renovation. This project may produce the following results:
 - 3.1.1. 100% Construction Documents for a Competitive Sealed Proposal (CSP) Construction for the renovation of the Eastside Education Training Center (EETC) including the issuance of a building permit by the City of San Antonio. This building is an historical designated building by the Texas Historical Commission (THC).
 - 3.1.2 Construction Administration services for the project including appropriate Architect/Engineering Special Inspections and other documents required for a City of San Antonio Certificate of Occupancy,
 - 3.1.3 Preparation of detailed cost estimates and construction schedules used in preparing the 100% Construction Documents.
 - 3.1.4 The construction budget for this project is \$1,500,000 including contingency funds. This project is funded by an Economic Development Administration (EDA) Grant. All work must be in compliance with the appropriate EDA requirements. The EDA approved Scope of Work (SOW) includes: The identified repairs include code compliance issues, rest room improvements, common area improvements, ADA site improvements, parking lot improvements, signage, lighting, IT, security cameras, and security locks.
- 3.2 It is anticipated that work performed under this contract will be in accordance with the following general parameters.
 - 3.2.1 The work is providing Architectural/Engineering Services for the EETC main building renovation.
 - 3.2.2 The selected firm will submit a proposal for each project based on the fees for architectural and engineering services shall be in accordance with the fee schedule shown in Attachment B, adopted by the Alamo Colleges District Board of Trustees December 14, 2004.

- 3.2.3 All building design, system design, and construction is to be performed in accordance with “Alamo Colleges Design and Construction and Educational Standards”. These documents will be made available to the selected firm.
- 3.2.4 The selected firm will ensure the building and system designs and construction meet all requirements and function in accordance to Alamo Colleges District design intent, Alamo Colleges Design and Construction and Educational Standards, and the contract documents.
- 3.2.5 Applicants shall have adequate resources and competent personnel accomplished at all skillsets required to develop and deliver large complex projects. Must be experienced at managing multiple projects concurrently including sufficient senior project principals/executives, managers, and individual contributors to meet all program deliverables on schedule and budget.
- 3.2.6 Award of a contract does not grant the awarded firm exclusive right to perform all possible Architectural/Engineering Services for Alamo Colleges District. Alamo Colleges District reserves the right to contract with additional Building Consultants and Architectural/Engineering/ professionals in the best interest of the Alamo Colleges District.
- 3.3 The following is a list of anticipated Professional Design Services that may be required. The Offerors should address their ability to provide these services in their responses.
- Project Budgeting and Estimating
 - Lifecycle Cost Analysis
 - Feasibility Studies
 - Facility Analysis
 - Energy Conservation Strategies
 - Sustainability Strategies
 - Project Development Management
 - Site Planning and Analysis
 - Master Planning
 - Site Schematics
 - Graphic Presentations
 - Architectural Programming
 - Architectural Design and Services
 - Code Analysis & Permitting
 - Civil Engineering & Surveying
 - Structural Engineering
 - Bid/Proposal Evaluations
 - Electrical Engineering
 - Mechanical Engineering
 - Plumbing Engineering
 - Fire Protection Design
 - Controls System Design
 - Landscaping and Irrigation Design
 - Construction Administration
 - e-Builder Project Management software
 - Maximo Asset Management software
 - Design Charrettes
 - Acoustical Design
 - Exterior/Interior Renovation
 - Interior Space Planning and Design
 - Historical Properties Design
 - Graphic Design
 - Disability ADA Design
 - Commissioning
- 3.4 It is Alamo Colleges District intent to contract for services for the period beginning May 1, 2019 (based on an April Board award and EDA approval) and will expire on December 31, 2020. Alamo Colleges District may terminate this contract at any time if funds are restricted, withdrawn, or not approved, or if service is unsatisfactory.

4.0 SELECTION PROCEDURES

- 4.1 The consultant will be selected according to established procedures by the Alamo Colleges District and in accordance with Texas Government Code, Section 2254. The evaluation criteria for this project are shown in Section 6.4 of the RFQS. The Alamo Colleges District reserves the right to

award a contract, or to decide not to award any contract, in the best interest of the District.

4.2 Firms/organizations shall submit written responses in accordance with instructions herein and may be interviewed by a selection committee. Alamo Colleges District reserves the right to retain all responses and to use any ideas submitted in a response regardless of whether the response is selected. Additionally, firms/organizations submitting responses may be called upon to make oral presentations as part of the evaluation process.

4.3 Alamo Colleges District reserves the right to reject any and all responses submitted and re-solicit as deemed necessary. Alamo Colleges District shall attempt to negotiate with one firm/organization and a contract be completed. In the event that negotiations fail to result in a contract, or the contract fails to be approved, the process shall be repeated with an alternate firm/organization. Final contract negotiations, administrative matters, and contract execution are expected to be targeted for completion within two (2) weeks after Board of Trustees meeting on the basis of the form of agreement attached at Attachment C.

4.4 **Anticipated Solicitation Schedule**

A.	Alamo Colleges District Advertise RFQS	January 14 and 21, 2019
B.	Pre-Response Meeting	January 24, 2019
C.	Qualifications Response Deadline	January 31, 2019
D.	Award	February 19, 2019

4.5 Responses that contain conditional clauses, alterations to the specifications and requirements, items not called for in the RFQS documents, or irregularities of any kind are subject to rejection by the Alamo Colleges District, at its option.

4.6 Alamo Colleges District reserves the right to terminate at any time the services of the firm/organization, if not satisfied with the services, or for the Alamo Colleges Districts convenience with seven (7) days written notice.

5.0 GENERAL REQUIREMENTS

5.1 A person or business entity that intends to contract with the Alamo Colleges District must give advance notice to the Alamo Colleges District if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.

The Alamo Colleges District may terminate a contract with a person or business entity if the Alamo Colleges District determines that the person or business entity failed to give notice as required by the previous paragraph or misrepresented the conduct resulting in the conviction. The Alamo Colleges District must compensate the person or business entity for services performed before the termination of the contract. The criminal history notification requirement does not apply to a publicly held corporation.

5.2 Prior to execution of the contract, the firm recommended for award will be required to execute the following certification:

"Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in the 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."

This certification is required for each person who is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent in the business entity submitting the

response. The following information must be submitted by each person meeting these described conditions and executing the certification: name; social security number; signature; and date.

5.3 Offerors shall indicate any exceptions to any paragraph; otherwise acceptance of all conditions contained in the RFQS and its attachments are assumed. Exceptions stated by the Offeror to any of the paragraphs herein may be cause for rejection of the proposal, other than variances deemed minor by the Alamo Colleges District. The Offeror must certify whether all specifications have been met and state any exceptions on a separate sheet.

5.4 Section 10 of the RFQS contains the Execution of Offer and other required documents as follows:

5.4.1 Certification of Non-Collusion found in Section 10.4 of the RFQS

5.4.2 Response Certification found in Section 10.5 of the RFQS

5.4.3 Conflict of Interest Questionnaire found in Section 10.6 of the RFQS

5.4.4 Other documents as may be required by the Request for Qualifications and its attachments. Responses are to be submitted in accordance with the sequence of information outlined in the RFQS. Failure to execute or provide this information may result in disqualification of the response.

5.5 The successful Offeror must agree to accept the attached form of agreement with only insubstantial modifications (Attachment C).

5.6 **Types and Limits of Insurance, Including Professional Liability/Errors and Omissions:** The following are the minimum limits of coverage. Limits may be higher, depending on project.

5.6.1	Commercial General Liability		\$1,000,000
	General Aggregate including products and completed operations		\$2,000,000
5.6.2	Automobile Liability per person/per accident CSL		\$1,000,000
5.6.3	Worker's Compensation		Statutory Texas
5.6.4	Employer's Liability		
	Bodily Injury by Accident	Each Accident	\$1,000,000
	Bodily Injury by Disease	Each Disease	\$1,000,000
	Bodily Injury by Disease	Policy Limit	\$1,000,000
5.6.5	Professional Liability/Errors & Omission		\$1,000,000

Umbrella insurance applying over and above the listed coverage's of at least \$2,000,000 per occurrence in excess of the required primary coverage.

Offerors selected for contract award are required to submit to the Alamo Colleges District proof of coverage in the above limits within ten (10) calendar days after notification of selection for contract award. Failure to comply with insurance requirements in a timely manner may result in nullification of contract award.

5.7 **Public Information:** The Alamo Colleges District is a governmental entity in the State of Texas. Documents submitted pursuant to this procurement solicitation become a government record. Access by the public to government records is governed by the Texas Public Information Act ("PIA"). Proprietary information, such as trade secrets and confidential commercial and financial information submitted in response to this procurement solicitation which Offeror (or any

Offeror responding to this procurement solicitation) believes should be exempted from disclosure shall be specifically identified and marked as such. Blanket-type identification by designating a whole document or pages or sections as containing proprietary information, trade secrets or confidential commercial and financial information will not ensure confidentiality, especially if information is contained in the designated areas that clearly is not of a confidential nature. In the event a request is made for information designated as proprietary, Alamo Colleges District may determine in its sole discretion whether sufficient legal justification exists for withholding the information and whether an opinion should be requested from the Texas Attorney General. If an opinion is requested from the Texas Attorney General, Alamo Colleges District will notify Offeror (or the particular Offeror affected) and Offeror has the responsibility, in accordance with PIA, to assert any arguments it may have in opposition to release of the information. In the event Offeror requests judicial intervention, the party so requesting shall indemnify Alamo Colleges District for its costs (including attorney's fees) associated with the judicial action. Under no circumstances will Alamo Colleges District be liable for any costs, damages, or claims of any nature, related to release or disclosure of any information contained in documents submitted pursuant to this procurement solicitation.

- 5.8 **Type of Contract:** Any contract resulting from this solicitation will be in the form of the Alamo Colleges District Standard Architect//Engineer Agreement.

5.8.1 Fees for architectural and engineering services shall be in accordance with the fee schedule shown in Attachment B.

- 5.9 **Clarifications and Interpretations:** Any clarifications or interpretations of this RFQS that materially affect or change its requirements will be issued by Alamo Colleges District as an addendum. All such addenda issued by Alamo Colleges District before the Responses are due are part of the RFQS, and offerors shall acknowledge receipt of and incorporate each addendum in its Response.

5.9.1 All questions, inquiries, and requests for clarifications concerning this RFQS must be submitted, in writing, to Sandra Calderon, Alamo Colleges District Purchasing and Contract Administration, by email to sirlas@alamo.edu and dst-purchasing@alamo.edu on or before seven (7) calendar days prior to the scheduled deadline for receipt of responses.

5.9.2 Offerors shall consider only those clarifications and interpretations that Alamo Colleges District issues by addenda prior to the submittal deadline. Interpretations or clarifications in any other form, including oral statements will not be binding on Alamo Colleges District and should not be relied on in preparing a response.

- 5.10 **Alamo Colleges District Reservation of Rights:** The Alamo Colleges District may evaluate the responses based on the anticipated completion of all or any portion of the Project. Alamo Colleges District reserves the right to reject any and all responses and re-solicit for new responses, or to reject any and all responses and temporarily or permanently abandon the Project. Alamo Colleges District make no representations, written or oral, that it will enter into any form of agreement with any offeror to this RFQS for any project and no such representation is intended or should be construed by the issuance of the RFQS.

- 5.11 **Acceptance of Evaluation Methodology:** By submitting a response in response to this RFQS, Offeror accepts the evaluation process and acknowledges and accepts that determination of the "most qualified" firm response will require subjective judgments by Alamo Colleges District.

- 5.12 **No Reimbursement for Costs:** Offeror acknowledges and accepts that the Alamo Colleges District will not reimburse Offerors responding to this RFQS for any expenses incurred in

preparing or presenting proposals. Any costs incurred from the Offeror's participation in this RFQS shall be at the sole risk and responsibility of the Offeror.

- 5.13 Eligible Offerors: Only qualified and properly licensed individual firms or lawfully formed business organizations may submit responses. Alamo Colleges District will only contract with an individual firm or formal organization that submits a response.
- 5.14 Sales and Use Taxes: The Alamo Community College District (Alamo Colleges District) qualifies for exemption from the Texas Limited Sales, Excise, and Use Tax. Successful Offerors shall be provided a tax exemption certificate upon request.
- 5.15 Certification of State of Texas Margin Tax Status: Offerors must state on the response form whether they owe State of Texas Margin taxes (formerly franchise tax). If the Contractor is subject to the requirements of the Texas Franchise Tax and becomes delinquent in the payment of said tax, then payments to the Contractor due under this Agreement may be withheld until such tax delinquency is remedied.
- 5.16 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.
- 5.17 Local Government Officer Conflicts Disclosure Statement: In accordance with the HB 1295, Texas Government Code 2252.908, the awarded contractor will be required to submit an electronic Disclosure of Interested Parties to Alamo Colleges District for any contract over \$1,000,000 or any contract that requires a vote by the Alamo Colleges District Board of Trustee, at the time of contract execution. The 1295 Certificate of Interested Parties Electronic Filing application website is http://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.
- 5.18 Communication: District policy C.1.5.1 states that from the date the project is approved for publication until a contract is executed, no College District Board member or employee other than authorized Purchasing and Contract Administration personnel shall communicate with potential contractors, consultants, or other vendors (referred to collectively as potential proposers) who are interested in, or in the view of a reasonable person situated similarly to the potential proposer, might reasonably become interest in, any competitive procurement opportunity, other than for a legitimate purpose unrelated to the pending procurement. If, from the date the project is approved for publication until a contract is executed, a potential proposer contacts any Board member or College District employee other than authorized Purchasing and Contract Administration personnel, the Board member or College District employee shall inform the potential proposer that such communication is prohibited by policy, direct them to Purchasing and Contract Administration, and immediately report the contact to the designated representative in Purchasing and Contract Administration.
- Proposers who violate this policy may be subject to a range of sanctions including disqualification from competition for the procurement opportunity and/or other future procurement opportunities after Board of Trustees review. Employees who violate this policy may be subject to disciplinary action, including termination after review by the Chancellor.
- 5.19 Student Internship Program: The Alamo Colleges District are engaged in a three-way partnership between employers, the community and educators to implement the Alamo Compact for Economic Performance (A-CEP). Each Offeror shall provide a discussion in their proposal/qualification statement which demonstrates their ability and commitment to develop and provide paid student internship opportunities in related fields of study, of any. Additional information and requirements concerning the A-CEP Internship Program is shown in Appendix A to the specifications.

- 5.20 Mission, Vision, and Values: We believe that economically, it makes good business sense and contributes to student success to be engaged in partnership between contractors, employees, educators, and the community to implement the Alamo Colleges District Mission, Vision, and Values. The Alamo Colleges District promotes collaboration by achieving consensus on the measures of student success and by stressing that student success is everyone's business. In 2014, the Alamo Colleges District adopted policy that includes our Vision, Mission, and Values: <https://www.alamo.edu/about-us/alamo-way/mission-vision-values/>

In support of our policy, the purpose of this segment is to enhance recognition by contractors for our efforts. As a valued member in our procurement process, we ask that your company demonstrate their commitment to serving students by becoming actively engaged in recognizing the Alamo Colleges District Mission, Vision, and Values.

- 5.21 Business to Business (B2B) Integration: Offerors' order placement process should allow for Business to Business (B2B) with the Alamo Colleges District eProcurement system. Participation in the Alamo Colleges District eProcurement system is at no cost to participants and will enable Alamo Colleges District end-users to easily source and purchase goods and services, electronically, through our online marketplace. Participating vendors will receive orders (via fax or email), invoice and track payment status, electronically, through an online portal. Further details regarding participation in the Alamo Colleges district eProcurement system will be provided, upon award of contract.
- 5.22. Offeror hereby certifies, represents and warrants that neither Offeror nor any of its affiliates presently does, and during the term of the contract will any of them, boycott the State of Israel, by, without limitation, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on or limit commercial relations with the State of Israel, or with a person or entity doing business within the State of Israel or in any territory controlled by the State of Israel.
- 5.23 Certification Regarding Lobbying: Offerors must certify and complete the "Disclosure of Lobbying Activities" certification pursuant to section 1352, title 31, United States Code available at <https://www.state.gov/documents/organization/149465.pdf>.

6.0 SELECTION PROCESS

- 6.1 The highest ranked offerors may be requested to attend an interview with the Alamo Colleges District selection committee to confirm their responses and answer additional questions. The Alamo Colleges District will then calculate the final ranking in order to identify a "best value."

- 6.2 An anticipated selection process schedule is shown in Section 4.4 hereof.

6.3 Minimum Qualifications

The respondents to this RFQS must have the following minimum qualifications. Failure to meet minimum qualifications is grounds for rejection. Alamo Colleges District reserves the right to reject qualification statements that fail to include this information with the Offerors qualification statement submission.

- 6.3.1 Offeror(s) must affirm in writing and include with proposal. Offeror must have the capacity for providing insurance as required in section 5.6.
- 6.3.2 Offeror(s) must affirm in writing and include with proposal. Offeror will accept the fees provided in Attachment B.

- 6.3.3 Offer(s) must affirm in writing and include with proposal. Offeror is registered with the Texas Board of Architectural Examiners (TBAE) and or Texas Board of Professional Engineers (TBPE) to practice architecture or engineering in the state of Texas.

6.4 **Evaluation of Responses**

Only those responses meeting the minimum qualifications will be evaluated.

The evaluation of the responses shall be based on the published criteria as shown in Sections 8 of the RFQS. All properly submitted responses will be reviewed, evaluated, and ranked by the Alamo Colleges District selection committee.

Evaluation Table		
SECTION	CRITERIA	POINTS
8.1	Offeror's Statement of Qualifications and Availability to Undertake the Project	30
8.2	Offeror's Ability to Provide Services	15
8.3	Offeror's Performance on Past Representative Projects	20
8.4	Offeror's Knowledge of Best Practices	10
8.5	Offeror's Ability to Identify and Resolve Problems on Past Projects	15
8.6	Offeror's SMWVBE Commitment Goal	10
	TOTAL:	100

7.0 **SUBMISSION OF RESPONSES:**

- 7.1 **Deadline and Location:** Signed and sealed responses shall be submitted prior to 2:00 P.M. local time on January 31, 2019. Offeror shall provide one (1) original response; five (5) bound copies; and one (1) electronic copy in PDF format.

By U.S. Mail:

Alamo Colleges District
Purchasing and Contract Administration Department
Re: Purchase of Architectural/Engineering Services for the Eastside Education Training Center
RFQS No. 19C-005
1819 N. Main Ave., Box 693
San Antonio, Texas 78212-4299

By hand delivery/courier service:

Alamo Colleges District
Purchasing and Contract Administration Department
Re: Purchase of Architectural/Engineering Services for the Eastside Education Training Center
RFQS No. 19C-005
1743 N. Main Ave., Bldg. 41, Room 101
San Antonio, Texas 78212-4299

The Alamo Colleges District are not responsible for receipt of responses misdirected to locations other than the designated location for receipt of responses.

- 7.2 Responses received after the response deadline will be returned to the Offeror unopened.

- 7.3 The Alamo Colleges District will not acknowledge or receive Responses that are delivered by fax or e-mail.
- 7.4 Properly submitted responses will not be returned to Offerors.
- 7.5 Upon submission of a response, you agree to the following:

The Purchasing & Contract Administration recommendation and summary analysis will be uploaded to the applicable Alamo Colleges District Board of Trustees Committee agenda and will be viewable by the public on the Friday prior to the Tuesday Committee meeting where the contract award will be considered. Alamo Colleges District will use best efforts to notify you by email shortly before the availability date for their responses.

Alamo Colleges District competitive response procedures are largely mandated by statute and do not permit the renegotiation of responses after the submission deadline has passed. However, should you believe that the Alamo Colleges District have made a calculation error regarding your response after reviewing the limited web-available summary analysis; its Purchasing & Contract Administration Department offers an opportunity for proposers not recommended for contract award to submit comments or engage in discussion concerning the proposed contract award promptly after the contract award recommendation is made public. Written comments may be submitted, or a meeting can be scheduled at your request. Consent to Alamo Colleges Districts recording of any verbal interview, at its discretion, is a condition of any interview. This opportunity will be subject to any additional requirements that may appear in any notice that you may receive from the Purchasing and Contract Administration Department in order to be considered. Efforts to contact individual Trustees or Alamo Colleges Districts employees other than those in the Purchasing & Contract Administration Department regarding such matters are prohibited.

8.0 REQUIREMENTS FOR RESPONSES

Offerors shall carefully read the information contained in the following criteria and submit a complete response to all questions formatted as directed in Section 9. Incomplete responses will be considered non-responsive and are subject to rejection. All criteria subsection points will be weighted equally, unless otherwise noted.

- 8.1 CRITERIA ONE: OFFEROR'S STATEMENT OF QUALIFICATIONS AND AVAILABILITY TO UNDERTAKE THE PROJECT (30 Points)
 - 8.1.1 Provide a statement of interest for the project including a narrative describing the Prime Firm's and Project Team's unique qualifications as they pertain to this specific project.
 - 8.1.2 Provide a statement on the availability and commitment of the Prime Firm and Project Team's key principals and professionals to undertake this specific project.
 - 8.1.3 Provide a brief history of the Prime Firm and of each firm and consultant that make up the proposed Project Team.
 - 8.1.4 Describe the basis for the selection of each proposed firm and consultant included in your Project Team for planning, design, and construction administration services. Identify core competency, experience, and specific skill sets they will bring to this specific project.
 - 8.1.5 Provide organization chart of the entire proposed Project Team with assignments, line(s) of authority and communication for all executives, principals' professionals, and key members for this specific project. Indicate name of firm, their role and responsibility and the estimated percent of time these individuals will participate in the

project; planning, design, and construction.

- 8.1.6 Provide resumes highlighting work history, expertise, and their proposed role for each professional member by firm, by discipline, and by responsibility. Include their specific experience with similar projects, the length of employment with firm, number of years in current role with firm, and number of years in same role with other firms, and their city of residence.
- 8.1.7 Describe the Prime Firm's process in working with firms, consultants, and sub-consultants integrating them into the Project Team to ensure continuity of planning, design, quality, and consistency throughout the project or program.
- 8.1.8 Clearly identify in a table or graphic form the proposed firms who worked together and collaborated on the listed projects in Criteria 8.3 and 8.4, including their roles responsibilities in those projects.
- 8.1.9 Provide a list of proposed key team members in a table or graphic form that have worked together on similar types of projects, while at current firm or at other firms, including years of each project duration.

8.2 CRITERIA TWO: OFFEROR'S ABILITY TO PROVIDE SERVICES (15 Points)

- 8.2.1 Provide the following information for each Firm on the Project Team:
 - a. Legal name of the company as registered with the Secretary State of Texas
 - b. Address of the office that will be providing services
 - c. Number of years in business
 - d. Type of Operation (Individual, Partnership, Corporation, Joint Venture, etc.)
 - e. Number of employees by skill group
 - f. Annual gross and net revenue totals for the past ten (10) years
 - g. Names of Principals and percentage of ownership
 - h. Education
 - i. Professional Activities
 - j. Honors
 - k. Experience – Firm and Individual
 - l. Award Winning or Published Designs
 - m. Renovation Design Projects
 - n. Record of Errors and Omissions (last 5 years)
 - o. Record of Timelines of Large Higher Ed or Equivalent Projects (last 5 years)
- 8.2.2 Financial Statement – The Offeror must submit a current report of his financial condition sworn to before a Notary Public. Attach a financial statement, preferably audited, including your organizations' latest balance sheet and income statement showing current assets, net fixed assets, other assets, current liabilities and other liabilities. Clearly indicate name and address of firm preparing financial statement, and date thereof. If financial statement is not for the identical organization submitting the response, explain the relationship and financial responsibility of the organization whose financial statement is providing (parent, subsidiary, etc.). Any Offeror wishing to maintain confidentiality of financial information must include a written request for same with the submission of the response.
- 8.2.3 Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.

- 8.2.4 Provide any details of all past or pending litigation or claims filed against your company that would affect your company's performance under a Contract with the Alamo Colleges.
- 8.2.5 Is your company currently in default on any loan agreement or financial agreement with any bank, financial institution, or other entity? If yes, specify date(s), details, circumstances, and prospects for resolution.
- 8.2.6 Does any relationship exist by relative, business associate, capital funding agreement, or any other such kinship between your firm and any Alamo Colleges District employee, officer, or Trustee? If so, please explain.
- 8.2.7 Provide a claims history under liability insurance and professional errors and omissions insurance for the past five (5) years for the Prime Firm and any team members proposed to provide design services or construction administration services.
- 8.2.8 List projects currently under planning, programming, design, and/or construction administration including dollar value and number of full time personnel assigned to the project from your firm. Include joint ventures.
- 8.2.9 List projects currently under contract for which planning, programming, design, and/or construction administration has not yet begun. Include dollar value and the projected number of full time personnel assigned to the project from your firm. Include joint ventures.
- 8.2.10 Provide your ability and commitment to develop and provide paid student internship opportunities in related fields of study, to include at least three (3) examples of past successful participation in A-CEP Internship programs.

8.3 CRITERIA THREE: OFFEROR'S PERFORMANCE ON PAST REPRESENTATIVE PROJECTS
(20 Points)

- 8.3.1 List a maximum of five (5) projects for which you have provided services that are most comparable to this specific project. List the projects in order of priority, with the most relevant project listed first. Provide the following information for each project listed:
 - a. Project name, location, contract delivery method, and description
 - b. Color images (photographic or machine reproductions)
 - c. Total Construction Cost, Final A&E Cost, including additional services
 - d. Project size in gross square feet and/or Campus size in developed acreage
 - e. Type of Building(s)
 - f. Actual start and finish dates
 - g. Description of professional services Prime Firm provided for the project or campus
 - 1. Name of Prime Firm's project executive/principal (individual responsible to the Owner for the overall success of the project) and indicate if they are proposed as part of this RFQS Project Team.
 - 2. Name of Prime Firm's project manager(s) (responsible for the day-to-day success of the project) in design and construction administration and indicate if they are proposed as part of this RFQS Project Team.
 - h. Identify name of all key consultant and sub-consultant firms that provided professional services and indicate if they are proposed as part of this RFQS Project Team.

1. Name of each firm's executive/principal (individual responsible for overseeing success of the project design and construction administration) and indicate if they are proposed as part of this RFQS Project Team.
2. Name of each firm's project manager (individual responsible for the day-to-day success of the project design and construction administration) and indicate if they are proposed as part of this RFQS Project Team.
- i. Name of Construction Manager at Risk (CMR) or Contractor responsible for construction (include name of their Project Executive/Manager responsible to Owner for the overall success of the construction)
- j. References (for each project listed above, identify the following):
 1. The Owner's name(s) and representative(s) who served as the day-to-day liaison for each phase planning, design, and construction of the project, including telephone number(s)
 2. Length of business relationship with the Owner
 3. References shall be considered relevant based on specific project participation and experience with the Offeror. 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 RFQS process.
 4. Accuracy and control of cost estimates
 5. Identification and recommendations of cost savings measures
 6. Indicate if there was any arbitration or litigation action attributed to design, planning or construction. Who filed claim and the results?

8.3.2 Identify the projects from this section the Prime Firm received an award for design or planning excellence from a recognized organization and provide descriptive information for each.

8.4 CRITERIA FOUR: OFFEROR'S KNOWLEDGE OF BEST PRACTICES (10 Points)

- 8.4.1 Describe your Project Team's demonstrated technical competence and management qualifications with institutional projects, particularly those for higher education.
- 8.4.2 Describe the Project Team's design philosophy, your design and planning methodology, and your process for integrating institutional best practices into architectural, engineering, and master planning services.
- 8.4.3 Describe how your Project Team stays current with best practices for higher education campus and building designs, operations, and construction including the current challenges, changing needs, programs, designs, and trends.
- 8.4.4 Describe the Prime Firm's quality assurance program explaining the method used and how the firm maintains quality control during a design and construction project. Provide specific examples of how these techniques or procedures were used for any combination of three (3) projects listed in response to Criteria 8.3.
- 8.4.5 Alamo Colleges District has specific system design and construction standards and specification requirements that are to be developed and incorporated in new construction and renovation projects. Describe your process to ensure these are incorporated into this specific project..
- 8.4.6 Describe your cost estimating processes through each phase from conceptual to final design. Specifically describe how these cost estimates will be developed, maintained, and how often they are updated. For any combination of three (3) projects listed in response to Criteria 8.3, provide examples of how these techniques were used and what degree of accuracy was achieved to actuals.

- 8.4.7 Describe process your firm will use to develop, maintain, and adjust work schedule plan to meet the Owner's project schedules. Describe how your team deals with unforeseen changes and challenges and explain schedule recovery methods you will use, if necessary. For any combination of three (3) projects listed in response to Criteria 8.3, provide examples your work schedules plan, any adjustments, any unforeseen changes and challenges and their outcomes to meet projects requirements.
- 8.4.8 Describe the types of records, reports, monitoring systems, information systems and software's your firm will use to management projects. Describe specifically how your Project Team will track Owner and Contractor inputs and review comments to ensure each will be addressed. Describe how any of these systems, software, or reports made significant positive impact for any combination of three (3) projects listed in response to Criteria 8.3.
- 8.4.9 Describe how you plan to ensure continuity of project objectives and program starting with data collection, moving through analysis, brainstorming, conceptual, planning, schematics, development, and finishing with final construction documents, reports, or recommendations that meets the Owner's requirements.
- 8.4.10 List proposed teams experience and proficiency with e-Builder program management software. List teams experience and proficiency with similar project management software(s). List proposed teams experience and proficiency with Maximo asset management software, List teams experience and proficiency with similar asset management software(s). Provide examples of reports or logs used for any of these inputting, tracking, and monitoring in previous projects.

8.5 CRITERIA FIVE: OFFEROR'S ABILITY TO IDENTIFY AND RESOLVE PROBLEMS ON PAST PROJECTS (15 Points)

- 8.5.1 Describe your understanding of the design, construction, and administrative challenges and opportunities associated with providing design or planning services for the Alamo Colleges District and your strategy for resolving these issues for this specific project.
- 8.5.2 What do you perceive are the critical issues for this specific project?
- 8.5.3 Understanding schedule limitations, describe how you plan to track and communicate project status, information needed, corrective measures, and action items in the; planning phase, design phase, construction phase that will quickly facilitate the Owner's and Competitive Sealed Proposal (CSP) General Contractor's understanding and decision making.
- 8.5.4 Describe process your Project Team uses to actively identify risks, potential problems, and issues before they impact the project through the design and construction phases. Provide details on specific methods and processes to resolve all high risk issues including who has overall responsibility to track, prioritize, and elevate, if necessary. Provide examples of these lists, forms, and reports your Project Team will put into action with consultants, Owner, and Contractor.
- 8.5.5 For any combination of three (3) projects listed in response to Criteria 8.3, describe a major issue, conflict, or problem. Identify the methods and process your firm used to resolve, the ultimate outcome, and how you may have involved and/or informed the Owner, CMR, users, and/or other parties through the process.

8.6 CRITERIA SIX OFFEROR'S SMWVBE COMMITMENT GOAL (10 Points)

- A. SMWBE Plan. Provide a written commitment in the form of the Acknowledgment letter

required by Attachment A for compliance with the Alamo Colleges District SMWVBE subcontracting plan as required by the contract. An estimated percentage of SMWVBE participation must be provided. You will be required to meet or exceed this percentage if awarded. Subcontracting Plans will be required to be submitted with each negotiated project for service.

9.0 FORMAT OF RESPONSES

9.1 General Instructions

- 9.1.1 Responses shall be prepared simply and economically, providing a straightforward, concise description of the Offeror's ability to meet the requirements of this RFQS. Emphasis shall be on the quality, completeness, clarity of content, responsiveness to the requirements, and an understanding of the Alamo Colleges District's needs.
- 9.1.2 Responses shall be a maximum of eighty (80) printed pages. Font size is to be no smaller than 10 point. The cover, table of contents, divider sheets, Execution of Offer, Certification of Non-Collusion, Qualification Statement/Response Certification, and Conflict of Interest Questionnaire do not count as printed pages.
- 9.1.3 Offerors shall carefully read the information contained in this RFQS and submit a complete response to all requirements and questions as directed. Incomplete Responses will be considered non-responsive and subject to rejection.
- 9.1.4 Responses and any other information submitted by offerors in response to this RFQS shall become the property of Alamo Colleges District.
- 9.1.5 Responses that are qualified with conditional clauses, alterations, items not called for in the RFQS documents, or irregularities of any kind are subject to rejection by Alamo Colleges District, at its option.
- 9.1.6 The Alamo Colleges District makes no representations of any kind that an award will be made as a result of this RFQS. The Alamo Colleges District reserve the right to accept or reject any or all responses, waive any formalities or minor technical inconsistencies, or delete any item/requirements from this RFQS when deemed to be in Alamo Colleges Districts best interest.
- 9.1.7 Responses shall consist of answers to questions identified in Section 8 of the RFQS. It is not necessary to repeat the question in the response; however, it is essential to reference the question number with the corresponding answer.
- 9.1.8 Failure to comply with all requirements contained in this Request for Responses may result in the rejection of the response.

9.2 Page Size, Binding, Dividers, and Tabs:

- 9.2.1 Responses shall be printed on standard letter-size (8-1/2"x11") paper.
- 9.2.2 Additional attachments shall NOT be included with the Responses. Only the responses provided by the Offeror to the questions identified in Section 8 of this RFQS will be used by the Alamo Colleges District for evaluation.
- 9.2.3 Separate and identify each criteria response to Section 8 of this RFQS by use of a divider sheet with an integral tab for ready reference.

9.3 Table of Contents:

Submittals shall include a "Table of Contents" and give page numbers for each part the RFQS

9.4 Pagination:

Number all pages of the submittal sequentially using Arabic numerals (1, 2, 3, etc.).

10.0 EXECUTION OF OFFER AND REQUIRED DOCUMENTS

The execution of offer must be completed, executed by a company officer, and returned with the Offeror's response. Failure to complete, execute and return the execution of offer with the response may result in rejection of the response.

The execution of a false statement will void the submitted response or any agreement or other contractual arrangement, which may result from the submission of Offeror's response. A false certification shall be deemed a material breach of contract and, at Alamo Colleges District's option, may result in termination of any resulting contract or purchase order.

10.1 Addenda: Receipt is hereby acknowledged of the following addenda to this RFQS (please initial).

No. 1 _____ No. 2 _____ No. 3 _____ No. 4 _____ No. 5 _____ No. 6 _____

10.2 Award of Contract and Commencement of Services: The undersigned agrees to execute the Agreement without modification after notification that the Offeror has been identified by the Alamo Colleges District as the Offeror with the "best value" Response, and to commence services on or before the commencement date stated by the Alamo Colleges District in a Notice to Proceed / Purchase Order. The Alamo Colleges District reserve the right to accept or reject all Responses and to waive response irregularities. Responses shall be valid and not withdrawn for a period of one hundred twenty (120) days from the date of opening.

Respectfully Submitted and Certified By: Executing party shall be an Officer of the firm.

(Offeror's Printed Name)

(Company Name)

(Authorized Signature)

(Address)

(Position in Company)

(Date)

Notary Signature

Seal or Stamp

My appointment expires _____

10.3 EXECUTION OF OFFER

10.3.1 By signature hereon, Offeror acknowledges and agrees that: (1) this RFQS is a solicitation for Qualification and is not a contract or an offer to contract; (2) the submission of a Response by Offeror in response to this RFQS will not create a contract between Alamo Colleges District and Offeror; (3) Alamo Colleges District have made no representation or warranty, written or oral, that one or more contracts with Alamo Colleges District will be awarded under this RFQS; and (4) Offeror shall bear, at its sole risk and responsibility, any cost which arises from Offeror 's preparation of a response to this RFQS.

10.3.2 By signature hereon, Offeror offers and agrees to furnish to Alamo Colleges District the
RFQ 19C-005, Architectural/Engineering Services for the Eastside Education Training Center

products and/or services more particularly described in its Response, and to comply with all terms, conditions and requirements set forth in the RFQS documents and contained herein.

- 10.3.3 By signature hereon, Offeror affirms that he/she has not given, offered to give, and does not intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, free meal or service to a public servant or elected official of Alamo Colleges District in connection with the submitted Response. Further, Offeror certifies that no relationship, whether by relative, business associate, direct or indirect financial interest, or by any other such kinship exist between Offeror and an employee or elected official of Alamo Colleges District; or Offeror has not been an employee or elected official of Alamo Colleges District within the immediate twelve (12) months prior to the RFQS response. All such disclosures will be subject to administrative review and approval prior to Alamo Colleges District entering into any contract with Offeror.
- 10.3.4 By signature hereon, a corporate Offeror certifies that it is not currently delinquent in the payment of any State of Texas Margin Taxes (formerly Franchise Taxes) due under Chapter 171, Texas Tax Code; or that the corporate Offeror is exempt from the payment of such taxes; or that the corporate Offeror is an out-of-state corporation that is not subject to the Texas State of Texas Margin Tax; whichever is applicable.
- 10.3.5 By signature hereon, the Offeror hereby certifies that neither the Offeror nor the firm, corporation, partnership or Alamo Colleges District represented by the Offeror, 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 anti-trust laws, nor communicated directly or indirectly the Qualification Statement made to any competitor or any other person engaged in such line of business.
- 10.3.6 By signature hereon, Offeror represents and warrants that:
 - 10.3.6.1 Offeror is a reputable company, licensed by the State of Texas regularly engaged in providing products and/or services necessary to meet the terms, conditions and requirements of the RFQS.
 - 10.3.6.2 Offeror has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the terms, conditions and requirements of the RFQS.
 - 10.3.6.3 Offeror is aware of, is fully informed about, and is in full compliance with all applicable federal, state and local laws, rules, regulations and ordinances.
 - 10.3.6.4 Offeror understands the requirements and specifications set forth in this RFQS.
 - 10.3.6.5 Offeror, if selected by the Alamo Colleges District, will maintain insurance as required by the Contract.
 - 10.3.6.6 All statements, information and representations prepared and submitted in response to this RFQS are current, complete, true and accurate. Offeror acknowledges that the Alamo Colleges District will rely on such statements, information, and representations in selecting the successful Offeror. If selected by the Alamo Colleges District as the successful Offeror, Offeror will notify the Alamo Colleges District immediately of any material change in any matters

with regard to which Offeror has made a statement or representation or provided information.

- 10.3.7 By signature hereon, Offeror certifies that the individual signing this document and the documents made part of the RFQS 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 Offeror's Response.
 - 10.3.7.1 By signature hereon, Offeror certifies that if a Texas address is shown as the address of the Offeror, Offeror qualifies as a Texas Resident Offeror as defined in Texas Statutes and Administrative Code. Chapter 2252. Subchapter A.
- 10.3.8 By signature hereon, Offeror certifies as follows:
 - 10.3.8.1 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.
 - 10.3.8.2 The vendor or applicant certifies that each individual or business entity which is an engineer or architect proposed by Offeror as a member of its team was selected based on demonstrated competence and qualifications only.
- 10.3.9 By signature hereon, Offeror affirms that no compensation has been received for participation in the preparation of the specifications for this RFQS.
- 10.3.10 By signature hereon, Offeror signifies his compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.
- 10.3.11 By signature hereon, Offeror agrees to defend, indemnify, and hold harmless Alamo Community College District, 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 Offeror or any agent, employee, subcontractor, or supplier of Offeror in the execution or performance of any agreements or other contractual arrangements which may result from the submission of Offeror's Response.
- 10.3.12 By signature hereon, Offeror agrees that any payments that may become due under any agreements or other contractual arrangements, which may result from the submission of Offeror'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.
- 10.3.13 By signature hereon, Offeror certifies that all specifications have been met.
- 10.3.14 By signature hereon, Offeror certifies following requirement of the "Disclosure of Lobbying Activities" certification pursuant to section 1352, title 31, United States Code available at <https://www.state.gov/documents/organization/149465.pdf>.

EXECUTION OF OFFER: RFQS No. 19C-005

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

Submitted and Certified By: _____
Offeror's Name and Title

Firm Name: _____

Address: _____

Phone/Fax: _____

Email: _____

(Authorized Signature) *(Date)*

10.4 CERTIFICATION OF NON-COLLUSION

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this Response in collusion with any other Offeror, and that the contents of this Response as to prices, terms or conditions of said Response have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this Response."

FILL IN APPLICATION INFORMATION:

A CORPORATION, chartered in the State of _____, authorized to do business in the State of TEXAS.

A Partnership, composed of: _____.

An Individual, operating under the name of: _____

Respectfully Submitted,

(SEAL: If Response is by a Corporation)

By: _____
Signature

Name (Print or Type)

Position with Company

Date: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

10.5 QUALIFICATION STATEMENT/RESPONSE CERTIFICATION

I certify that _____ has carefully reviewed this RFQS
(Print or type name)

Response and its attachments and agrees to abide by all terms and conditions contained therein. Further, I certify that all statements and documents submitted by my firm are true and accurate and may be verified by the Alamo Community College District. It is recognized that all parts of the submission become the property of the Alamo Colleges District and will not be returned.

(Offeror's Printed Name)

(Company Name)

(Authorized Signature)

(Address)

(Position in Company)

(Date)

Notary Signature

Seal or Stamp

My appointment expires _____

10.6 CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ****For vendor doing business with local governmental entity****This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.****OFFICE USE ONLY**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a vendor who has a business relationship as defined by Section 176.00(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

1 Name of vendor who has a business relationship with local governmental entity.**2** ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(This law requires that you file an update completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information in this section is being disclosed.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

☐ Yes ☐ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4_____
Signature of vendor doing business with the governmental entity_____
Date

Adopted 8/7/2015

APPENDIX A INTERNSHIP PROGRAM PARAMETERS

The general responsibility for the success of internship programs lies with the Alamo Colleges District, participating employers, and interns. The Alamo Colleges District are primarily responsible for administration and instructional components of the program. Participating employers are responsible for providing interns with a work environment that provides an opportunity to learn or apply occupational skills in a significant way. Specific responsibilities of the employer and Alamo Colleges District include the following:

A. **Role of the Employer**

1. To list internship opportunities and job descriptions with the Alamo Colleges District (Internship Clearinghouse).
2. To select internship students using their own interviewing and selection process. If an employer so desires, an Alamo College representative will advertise the position, collect student credentials, screen applicants, and arrange for interviews with the employer.
3. To compensate interns on a fair and consistent basis.
4. To identify and maintain for the student a schedule which meets the minimum hour requirements of the internship.
5. To enter into a Memorandum of Agreement with the Alamo Colleges District that includes internship: learning objectives, term, schedule, compensation, and course evaluation process, using approved Alamo Colleges District format/forms.
6. To assist interns to meet learning objectives during the internship period.

B. **Role of the Alamo Colleges District**

1. The Alamo Colleges District will provide the participating employers with the name of the student(s) eligible to participate in the internship program.
2. To work with students, advisors, and employers in developing internships.
3. To provide students with referrals to internship sites.
4. To formulate job-oriented and educational learning objectives.
5. To develop and approve Memorandum of Agreements between the student, employer, and Alamo Colleges District.
6. To monitor the student's progress towards attaining stated objectives. This may include visits to job site and with the student's immediate supervisor. At a minimum, the faculty or Alamo Colleges District representative should be in contact with the supervisor via written or telephone communications.
7. Evaluate student's performance including written materials. Awards credit if earned.

C. **Key Internship Features** - It is the goal of the Alamo Colleges District Internship program to provide students with opportunities to learn skills for their chosen career. The program is designed to meet the diverse needs of the student body in the Alamo Colleges District. Internships can be set up for the summer, spring, or fall semesters. Full and part-time programs are possible.

1. **Intern Duties/Responsibilities** – The employer and college representative determine duties and responsibilities. Work assignments will vary depending upon the level of experience, knowledge and sophistication of the intern.
2. **Compensation for Interns** – A normal salary that the company would pay to a beginning individual if they meet company requirements, but not less than a minimum wage.
3. **Memorandum of Agreement** – The agreement is between the employer, Alamo Colleges District, and the intern. All sign the document as an indication of commitment to making the internship a rewarding experience for all parties.

Attachment A

**Alamo Colleges District
Purchasing and Contract Administration Department
June 2017**

**Guidelines on Utilization of
Small Minority Women and/or Veteran Business
Enterprise (SMWVBE)**



ALAMO COLLEGES DISTRICT

Alamo Colleges District

SMWVBE Program

Guidelines on Utilization of Small Minority Women and/or Veteran Business Enterprise (SMWVBEs)

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Alamo Colleges District SMWVBE Program

Mission Statement

It is the policy of Alamo Colleges District to encourage the use of Small, Minority, Women and/or Veteran-Owned Business Enterprises (SMWVBE) and Historically Underutilized Businesses (HUBs) as herein below defined to assist the College and District departments in the implementation of this policy through race, ethnicity, and gender-neutral means. The purpose of this program is to ensure that SMWVBE's are provided the maximum practicable opportunity to participate in all supplier and contracting opportunities.

ALAMO COLLEGES DISTRICT SMALL MINORITY WOMEN AND/OR VETERAN OWNED BUSINESS ENTERPRISE CLAUSE

Alamo Colleges District, its contractors, their subcontractors and suppliers, as well as all suppliers of all goods and services, shall not discriminate on the basis of race, color, religion, national origin, disability, gender or sexual orientation in the award and/or performance of contracts. All individuals and entities doing business, or anticipating doing business, with Alamo Colleges District are encouraged to support and implement a program designed to achieve the goal of establishing equal opportunity for all. SMWVBE groups include:

Black Americans - which includes persons having origins in any of the Black racial groups of Africa;

Hispanic Americans - which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

Asian Pacific Americans - which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific and the Northern Marianas;

Native American - which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;

Small Business Enterprise – as defined by the Small Business Administration size standards;

Veteran Business Enterprise – a business structure that is at least 51% owned, operated and controlled by an individual who served in the United States Armed Forces, and who was discharged or released under conditions other than dishonorable; and

Women - which includes all women including ethnic minority.

Alamo Colleges District Purchasing and Contract Administration Department maintains an active program for the identification and placement of SMWVBE's on solicitation mailing lists, and to provide information and other assistance to facilitate the use of such firms as contractors to the maximum extent practical. Alamo Colleges District will accept SMWVBEs certified through any bona fide certification agency (HUB, SCTRCA, etc.). SMWVBE's seeking contracting opportunities should file a "Vendor Registration" with the Alamo Colleges District Purchasing and Contract Administration Department, 1743 N. Main Ave. Building 41, Room 101, San Antonio, Texas 78212; telephone 210-485-0100 or at <https://alamo.diversitycompliance.com/>

Firms seeking contracting opportunities will be encouraged to use their best efforts to carry out this practice through subcontracting of small and/or minority business enterprises to the fullest extent consistent with efficient performance.

DEFINITIONS

1. TYPES OF ENTERPRISES

A. Minority Business Enterprise:

Means a business enterprise that is owned/controlled and operated by one or more minority person(s). Minority persons include Blacks, Mexican-Americans and other persons of Hispanic origin, American Indians, Alaskan Natives, and Asians and Pacific Islanders. Minority person(s) shall collectively own, operate, and share in payments from such an enterprise in the manner hereinafter set forth.

B. Small Business Enterprise:

Means a corporation, partnership, sole proprietorship or other legal entity for the purpose of making a profit, which is independently owned and operated, which includes small businesses as defined by certification agency.

C. Women Owned Business Enterprise:

Means a sole proprietorship that is owned and controlled by a woman, a partnership at least 51.0% of whose assets or partnership interests are owned by one or more women, or a corporation, limited liability Company, or other form of entity, at least 51.0% of whose assets or ownership interests are owned by one or more women.

D. Veteran Business Enterprise:

Means a business structure that is at least 51% owned, operated and controlled by an individual who served in the United States Armed Forces, and who was discharged or released under conditions other than dishonorable. **NOTE: This certification type should not be confused with the Service Disabled Veteran designation available through the Small Business Administration.**

2. OWNERSHIP AND CONTROL

A. Owned:

1. For a sole proprietorship to be deemed minority business enterprise, it must be owned by a minority person.
2. For an enterprise doing business as a partnership, it is necessary that at least 51.0% of its assets or interests in the partnership property be owned by one or more minority person(s).
3. For an enterprise doing business as a corporation, limited liability Company, or other form of entity, it is necessary that at least 51.0% of its assets or ownership interests be owned by one or more minority person(s).

B. Controlled/Operated:

That the primary power to manage a business enterprise shall rest with minority person(s).

C. Share in Payments:

Minority partners, proprietor, members, stockholders or other owners of the enterprise, as the case may be, shall be entitled to receive 51.0% or more of the total profits, bonuses, dividends, interest payments, commissions, consulting fees, rents, procurement, and subcontractor payments, and any other monetary distribution paid by the business enterprise.

(RESPONDENT'S BUSINESS LETTERHEAD)

Date

Mr. Gary O'Bar
Director, Purchasing and Contract Administration
Alamo Colleges District
1743 N. Main Ave. Bldg. 41, Rm 101
San Antonio, TX 78212-4299

Re: Small Minority Women and/or Veteran Owned Business Enterprise (SMWVBE)
Subcontracting Plan for: Purchase of Construction Services for the Shooting Range French
Drain at Alamo Colleges District - First Responders Academy, CSP No. 18C-020.

Dear Mr. O'Bar:

In accordance with the statement outlined in Attachment A, I have read and understand the Alamo Colleges District guidelines for the utilization of Small Minority Women and/or Veteran Owned Business Enterprise (SMWVBE). Also, I am pleased to forward this (SMWVBE) Subcontracting Plan as an integral part of our submission in referencing the above project.

This (SMWVBE) subcontracting plan includes _____ subcontracting opportunities representing _____ (no. of subcontractors) trades with a total dollar value of \$_____. These figures represent a cumulative percentage of _____%.

For each of the listed (SMWVBE) subcontractors, I have attached their certification document by an approved certifying agency and by completion of Section "6" of the (SMWVBE) subcontracting plan, I affirm my intent to utilize the subcontractors selected to perform the scope of work to be subcontracted.

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

Sincerely,

(Project Executive)

ALAMO COLLEGES DISTRICT

SMWVBE SUBCONTRACTING PLAN

- - Special Instructions/Additional Requirements - -

- Respondents shall submit a completed SMWVBE Subcontracting Plan to be considered responsive (pages 7, 8, and 9). Failure to submit a completed Subcontracting Plan shall result in point(s) reduction in the evaluation process for the bid and/or proposal.
- Respondents who intend to Self-Perform all of their work shall submit a Subcontracting Plan for Self-Performance (Section 7).
- SMWVBE Subcontracting Plan Prime Contractor Payment Request Form page 11 shall be submitted with each request for payment as a condition of payment.

SECTION 1 - RESPONDENT AND SOLICITATION INFORMATION

- a. Respondent (Company) Name: _____
- Point of Contact: _____ Phone #: _____
- b. Is your company a certified SMWVBE? ☐ - Yes ☐ - No
- c. CSP #: _____

SECTION 2 - SUBCONTRACTING INTENTIONS

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

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

IMPORTANT: You must complete a copy of this page for each of the subcontracting opportunities you listed in SECTION 2. You may photocopy this page.

SECTION 3 - SUBCONTRACTING OPPORTUNITY

Enter the line item number and description of the subcontracting opportunity you listed in SECTION 2.
Line Item # _____ Description: _____

SECTION 4 - NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

- Complying with a, b and c of this section constitutes Good Faith Effort towards the portion of work listed in SECTION 3. After performing the requirements of this section, complete SECTION 5, 6 and 8.
- a. Provide written notification of the subcontracting opportunity listed in SECTION 3 to three (3) or more SMWVBES. You can use the **State of Texas' Centralized Master Bidders List (CMBL)**, found at <http://www.window.state.tx.us/procurement/cmb/cmb/hub.html>, and its **HUB Directory**, found at <http://www.window.state.tx.us/procurement/cmb/hubonly.html>. Also, the **South Texas Regional Certification Agency's (STRCA) database** at <http://sctrca.org/> to identify available SMWVBES. Note: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.
- b. Provide written notification of the subcontracting opportunity listed in SECTION 3 to a minority or women trade organization or development center to assist in identifying potential SMWVBES by disseminating the subcontracting opportunity to their members/participants. A list of trade organizations and development centers are available on page 13. Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.
- c. Written notifications should include the scope of the work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. Unless the contracting agency has specified a different time period, you must allow the SMWVBES no less than five (5) working days from their receipt of notice to respond, and provide notice of your subcontracting opportunity to a minority or women trade organization or development center no less than five (5) working days prior to the submission of your response to the contracting agency.

SECTION 5 - SMWVBE FIRMS CONTACTED FOR SUBCONTRACTING OPPORTUNITY

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

Company Name	VID #	Notice Date (mm/dd/yyyy)	Was Response Received?
_____	_____	____/____/____	<input type="checkbox"/> - Yes <input type="checkbox"/> - No
_____	_____	____/____/____	<input type="checkbox"/> - Yes <input type="checkbox"/> - No
_____	_____	____/____/____	<input type="checkbox"/> - Yes <input type="checkbox"/> - No

SECTION 6 - SUBCONTRACTOR SELECTION

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

Company Name	VID #	Expected % of Contract	Approximate Dollar Amount	Certified SMWVBE?
_____	_____	____%	\$ _____	<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*

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

SECTION 7 - SELF PERFORMANCE JUSTIFICATION

(If you responded "No" to SECTION 2, you must complete SECTION 7 and 8.)

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

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

[illegible]

SECTION 8 - 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 SMWVBE Subcontracting Plan are true and correct. Respondent understands and agrees that, if awarded any portion of the solicitation:

- The respondent must submit monthly compliance reports (Payment Request Forms) to Alamo Colleges District, verifying their compliance with the SMWVBE Subcontracting Plan, including the use/expenditures they have made to subcontractors.
- The respondent must seek approval from Alamo Colleges District prior to making any modifications to their SMWVBE Subcontracting Plan.
- The respondent must, upon request, allow Alamo Colleges District to perform on-site reviews of the company's headquarters and/or work-site where services are to be performed and must provide documents regarding staff and other resources.

Signature _____

Printed Name

Title

Date _____

This form must be completed and submitted with each payment request to document compliance with your Subcontracting Plan.

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

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

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SMWVBE Helpful Resource Contacts

Alamo Colleges District Purchasing and Contracting Department

Karen Gottfried, Assistant Director, kgottfried@alamo.edu, 210/485-0122
Nikki Smith, Senior Purchaser, nsmith14@alamo.edu, 210/485-0132
Ross Mitchell, SMWVBE Coordinator, 210/485-0127
1743 N. Main Ave., Bldg. 41, Room 101
San Antonio, TX 78212

Websites – the following websites will assist in the ability to search or identify HUB and SMWVBE firms:

The South Texas Regional Certification Agency:

<http://sctrca.org/>

Texas Procurement and Support Services Division

<http://www.window.state.tx.us/procurement/cmbi/cmbihub.html>

ATTACHMENT B TO RFQS 19C-005

ARCHITECT/ENGINEER FEE SCHEDULE FOR SELECTED LEVELS OF CONSTRUCTION COST

Construction Cost of Project--NEW WORK	FEE GUIDELINE
< \$200,000	8.25%
\$200,001 - \$500,000	7.50%
\$500,001 - \$1,000,000	6.75%
\$1,000,001 - \$2,000,000	6.60%
\$2,000,001 - \$4,000,000	6.38%
\$4,000,001 - \$6,000,000	6.29%
\$6,000,001 - \$10,000,000	6.13%
\$10,000,001 - \$15,000,000	5.95%
\$15,000,001 - \$20,000,000	5.88%
\$20,000,001+	5.83%
REMODELING AND RENOVATIONS	
< \$200,000	9.28%
\$200,001 - \$500,000	8.44%
\$500,001 - \$1,000,000	7.60%
\$1,000,001 - \$2,000,000	7.43%
\$2,000,001 - \$4,000,000	7.18%
\$4,000,001 - \$6,000,000	7.06%
\$6,000,001 - \$10,000,000	6.88%
\$10,000,001 - \$15,000,000	6.68%
\$15,000,001 - \$20,000,000	6.60%
\$20,000,001+	6.56%

The fee guidelines were adopted by action of the Alamo Community College District Board of Trustees during the regular Board meeting of December 14, 2004.

ATTACHMENT C

**AGREEMENT BETWEEN OWNER AND ARCHITECT FOR
ARCHITECTURAL/ENGINEERING SERVICES RFQS NO. 19C-005**

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF BEXAR §

This Agreement is made and entered into on this the ____ day of _____ 2019,

BETWEEN THE OWNER: Alamo Colleges District
 1743 N. Main Ave., Bldg. 41, Room 101
 San Antonio, Texas 78212-4299

Hereinafter referred to as ACCD and/or OWNER

AND THE ARCHITECT: {Vendor Name}
 {Address}
 San Antonio, Texas 782__
 Telephone:
 Email:

Hereinafter referred to as ARCHITECT.

FOR THE PROJECT: Purchase of Architectural/Engineering Services (19C-005)

WITNESSETH

WHEREAS, the Architectural/ Engineering Services, District- wide, comprised of work described in individual purchase orders ("SUB-PROJECT" herein) which shall hereinafter be collectively called the "PROJECT."

WHEREAS, the Alamo Community College District desires to contract with the ARCHITECT for professional Architectural/ Engineering Services in connection with design and construction of the PROJECT, and for the administration of the Construction Contract during construction of the PROJECT and individual SUB-PROJECTS, all as established in the individual purchase orders to be issued, and

WHEREAS, ARCHITECT has agreed to provide such professional services for the compensation provided herein and described in each purchase order to be issued pursuant hereto;

NOW, THEREFORE, the OWNER and ARCHITECT, in consideration of the terms, covenants and conditions herein contained, do hereby contract as follows:

ARTICLE I
ARCHITECT'S SERVICES AND RESPONSIBILITIES - BASIC SERVICES

1.1 OVERVIEW

The ARCHITECT'S Basic Services shall consist of up to six phases described in this Article (and more specifically described and possibly, limited in each purchase order to be issued pursuant hereto), and except as otherwise indicated, include normal CMI, structural, mechanical electrical and plumbing engineering services, and such other services as enumerated herein to assist the OWNER in the design and administration of the Contract for Construction of the PROJECT. The ARCHITECT shall perform all its professional services agreed hereunder with care, skill and diligence in accordance with the applicable professional industry standard currently recognized in its profession for similar projects and shall provide basic services which result in the SUB-PROJECTS being designed to be in full compliance with applicable laws, codes, ordinances and requirements of authorities having jurisdiction over the PROJECT. OWNER's designated Project Manager is the manager for the project and unless otherwise specifically provided in this Agreement, the PROJECT MANAGER shall be the sole point of contact regarding all activities made a part of this Agreement and all references to OWNER shall mean PROJECT MANAGER unless otherwise provided, or the context disallows. However, by appointment of the Chancellor, the Director of Acquisitions and Administrative Services has sole authority to enter into and/or modify contracts for services for the Alamo Community College District, so rights, duties and obligations under this Agreement which may require contract modification must be approved by the designated representative of Acquisitions and Administrative Services. ARCHITECT'S Final Plans and Specifications shall include plans and profiles necessary to tie all PROJECT'S water, sewer and storm drainage lines into adjacent existing lines and facilities, as authorized and approved by applicable municipal/governmental authorities and shall provide for excess power capacity for future expansion. A Performance Schedule shall be agreed to by ARCHITECT, and OWNER, and time is of the essence.

1.2 PROGRAM PHASE

- 1.2.1** The ARCHITECT shall review the preliminary program furnished by the OWNER to ascertain the general requirements of the PROJECT and shall review and confirm the understanding of these requirements and other design parameters with the OWNER.
- 1.2.2** Based on review and understanding of the preliminary program, the ARCHITECT shall conduct in-depth discussions with the identified users of the PROJECT and shall expand or redefine the facility program to fully explain and document a complete program summary of the PROJECT requirements.
- 1.2.3** If required in the particular purchase order, the conclusion of this phase shall be presented in written form, entitled Program Phase Report.
- 1.2.4** Subject to approval by the OWNER, which shall not be unreasonably withheld, the ARCHITECT will submit a monthly invoice, in duplicate, for the payment of the percentage of work done during that phase of the SUB-PROJECT by the terms of the particular purchase order.

1.3 SCHEMATIC DESIGN PHASE

- 1.3.1** The ARCHITECT shall provide a preliminary evaluation of the Program and the PROJECT'S budget requirements, each in terms of the other, subject to the limitations otherwise set forth herein.
- 1.3.2** The ARCHITECT shall review with the OWNER site use and improvements; selection of materials, building systems, and equipment; construction systems, and systems of Project Delivery.
- 1.3.3** Based on the mutually agreed upon program and the PROJECT budget requirements, the ARCHITECT shall prepare for approval by the OWNER, Schematic Design Documents consisting of drawings, outline list of specifications, as per the current edition of the Construction Specification Institute (CSI) format, and other documents illustrating the scale and relationship of the PROJECT components.
- 1.3.4** At intervals appropriate to the progress of the Schematic Design Phase, the ARCHITECT shall provide Schematic Design Studies for the OWNER'S review. These reviews will be made by the OWNER so as not to cause delay to the ARCHITECT.

- 1.3.5** Upon completion of the Schematic Design Phase the ARCHITECT shall provide the drawings, outline list of specifications, as per the current edition of the CSI format, and also shall prepare an estimate of Construction Cost which shall be reviewed with the OWNER and an agreement upon the estimate of Construction Cost shall be reached by both the ARCHITECT and OWNER before proceeding to subsequent phases.
- 1.3.6** Subject to approval of the OWNER, which shall not be unreasonably withheld, the ARCHITECT will submit a monthly invoice, in duplicate, for payment of the percentage of work done during that phase of the Contract. Compensation shall be addressed in the applicable purchase order for this phase of the work.

1.4 DESIGN DEVELOPMENT PHASE

- 1.4.1** Based on the approved Schematic Design Documents and any adjustments authorized by the OWNER in the program or the PROJECT budget, the ARCHITECT shall prepare, for approval by OWNER, the Design Development Documents consisting of drawings, outline specifications and other documents to fix and describe the size and character of the PROJECT as to architectural, structural, mechanical, and electrical systems, including location of telecommunication systems, to be coordinated with ACCO Information System Department, all materials, and such other elements as may be appropriate.
- 1.4.2** At intervals appropriate to the progress of the Design Development Phase and at a minimum, upon completion of the Design Development Phase, the ARCHITECT shall provide one set hardcopy and one set electronic version (CD- Rom) of the Design Development Documents for the OWNER'S review. Such review will be made so as to cause no unreasonable delay to the ARCHITECT.
- 1.4.3** Upon completion of the Design Development Phase, the ARCHITECT shall provide the OWNER with drawings, outline specifications, and other documents approved by the OWNER for use in preparing a revised estimate of Construction Cost, which shall be reviewed with the OWNER, and agreement upon the estimate of Construction Cost shall be reached by both ARCHITECT and OWNER before proceeding to subsequent phases. Any variance in the estimated Construction Cost that will affect the established PROJECT budget will be submitted to the OWNER, with appropriate comments and recommendations prior to beginning the Construction Documents Phase.
- 1.4.4** Subject to approval by OWNER, which shall not be unreasonably withheld, the ARCHITECT will submit a monthly Invoice, in duplicate, for payment of the percentage of work done during that phase of the Contract. Compensation shall be addressed in the applicable purchase order for this phase of the work.

1.5 CONSTRUCTION DOCUMENTS PHASE

- 1.5.1** Based on the approved Design Development Documents, and any further adjustments in the scope or quality of the PROJECT or in the PROJECT budget authorized by the OWNER, the ARCHITECT shall prepare, for approval by the OWNER, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the PROJECT.
- 1.5.2** The ARCHITECT shall keep the OWNER informed of any changes in requirements or in construction materials, systems, or equipment as the Drawings and Specifications are developed and provide in writing a revised estimate of Construction Cost, indicating cost changes, if any, resulting from changes in PROJECT requirements or general market conditions, in a form acceptable to the OWNER.
- 1.5.3** The ARCHITECT shall assist the OWNER in the preparation of the necessary bidding information, bidding forms, shall utilize the OWNER's preferred form of the Contract for Construction, and shall assist in drafting all Special Conditions of the Contract, and the forms of Agreement between the OWNER and the Contractor.
- 1.5.4** The ARCHITECT shall assist the OWNER in connection with the OWNER'S responsibility for filing documents required for the approvals of governmental authorities having

jurisdiction over the PROJECT. The ARCHITECT shall provide, to the extent consistent with professional industry standards, a PROJECT that is in compliance with applicable statutory requirements for this PROJECT.

1.5.5 The ARCHITECT shall submit to the OWNER the following items:

- (i) Tracings of the Project Title Sheet and Drawings, signed by ARCHITECT with seal affixed and dated, and Engineer's seal when appropriate, signed and dated.
- (ii) One complete set of final Computer Aided Design (AutoCAD) diskettes of site plans, architectural, mechanical, electrical and plumbing floor plans and reflected ceiling plans, furniture floor plans and all other drawings developed on AutoCAD. The diskettes must be compatible to ACCD's format, i.e. AutoCAD 2005.
- (iii) Two (2) copies of cost estimates of construction costs, identified by Construction Specification Institute (CSI) or Masterformat divisions.
- (iv) One (1) unbound copy of specifications project manual for use with the subsequent binding of the signed construction contracts. Specifications project manual shall be subject to the approval of the OWNER. Every sheet shall have the section name and number and have page number within that section. Margin line numbers are requested but not required.
- (v) The ARCHITECT'S specifications shall be to the extent consistent with acceptable professional industry standards, complete, clear and concise with adequate description of the various classes of Work segregated under the appropriate Divisions, Sections and Articles. The Divisions must follow those established in the current edition of the Construction Specifications Institute (CSI) Master Format.
- (vi) The title page of the Specification and each index page shall be signed by the ARCHITECT with official seal and dated.
- (vii) The ARCHITECT shall not use any project numbering in the specifications or drawings except ACCD's Bid Number, issued by the Acquisitions Department.
- (viii) the ARCHITECT shall provide copy sets as follows: (1) deliver 2 sets to the OWNER for initial review; (2) after approval, mail 1 set to the Texas Department of Licensing and Regulation.
- (ix) the ARCHITECT shall develop and provide one paper and one electronic copy of its critical path method (CPM) schedule for the SUB-PROJECT prepared using Microsoft® Project 2003 or Primavera®. The CPM will be macro-level, sufficient in detail to gauge length of time and to facilitate coordination of activities.

1.5.6 The information shown and described in the Bid Documents shall be sufficient to enable the contractor to prepare a complete and accurate bid or proposal.

1.5.7 The ARCHITECT'S drawings, to the extent consistent with accepted professional industry standards, shall be clear, complete, accurate and adequately dimensioned and should be of sufficient scale for understanding the scope of work and for construction contractor procurement purposes.

1.5.8 Subject to approval by the OWNER, which shall not be unreasonably withheld, the ARCHITECT will submit a monthly invoice, in duplicate for payment of the percentage of work done during this phase of the Contract. Compensation shall be addressed in the applicable purchase order for this phase of the work.

1.5.9 At the end of the Construction Documents Phase, the ARCHITECT will submit two copies of the final bid documents, i.e. drawings and specifications, to the applicable municipal/governmental authorities for issuance of a building permit. The Architect will respond to technical questions and provide clarification and corrections to drawings and technical specifications. The OWNER will reimburse the actual fee(s) paid by the ARCHITECT.

- 1.5.10** At the end of the Construction Documents Phase, the ARCHITECT shall complete an Elimination of Architectural Barriers Project Registration (Form 005 EAB, dated Oct. 1992) and submit one (1) copy of said document and appropriate fee(s) to the State of Texas approved Registered Accessibility Specialist. The OWNER will reimburse the actual fee(s) paid by the ARCHITECT.
- 1.5.11** As part of the Basic Fee and at the end of the Construction Documents Phase, the ARCHITECT will provide to the OWNER two complete copies each of the final bid documents, i.e. drawings and specifications, suitable for reproduction in the "Procurement Phase" described herein. The final procurement documents shall incorporate all corrections and clarifications received by the ARCHITECT from the OWNER and any governmental agency having jurisdiction.
- 1.5.12** The OWNER will provide copies of the procurement documents to the ARCHITECT for the ARCHITECT'S use in submittals described herein plus a reasonable number (not to exceed six) of copies for the records of the ARCHITECT and ARCHITECT'S consultants.

1.6 CONSTRUCTION CONTRACTOR PROCUREMENT PHASE

- 1.6.1** The ARCHITECT, following the OWNER'S approval of the Construction Documents and the latest estimate of Construction Cost, shall assist the OWNER in obtaining bids or proposals or by rendering interpretations and clarifications of the drawings and specifications in appropriate written form.
- 1.6.2** During the procurement process, the ARCHITECT shall assist the OWNER as follows:
- (i) Jointly conducting pre-bid/proposal conferences, including on-site visits as required, to endeavor to insure that the bidders/proposers understand the Construction Documents, the various on-site conditions, and the coordination and scheduling requirements.
 - (ii) Preparation of required addenda to Contract Documents, signed by the ARCHITECT/ENGINEER with affixed seal and dated.
 - (iii) Tabulation and evaluation of bids received and reasonable verification of contractor references. Provide a written recommendation for the lowest responsible bidder or otherwise participate as necessary in the proposal review process.
 - (iv) Attend ACCO Board of Trustees meeting when project is discussed or action taken.
 - (v) Jointly conducting pre-construction conference when necessary.
- 1.6.3** In the event the base bid of the lowest qualified responsible and reliable bidder(s) or cost component of proposals for the construction of the PROJECT is in excess of the latest adjusted estimate of Construction Cost, the ARCHITECT shall revise, and OWNER shall review all or any part of the drawings and/or specifications of the PROJECT that the OWNER may deem advisable for the purpose of reducing the construction cost to within the fixed limit. When revisions or reductions in scope of the PROJECT cause the project to be re-bid in accordance with this Agreement, the ARCHITECT shall not be entitled to additional fees, provided that the ARCHITECT and the OWNER have concurred in the estimate of Construction Cost as provided herein.
- 1.6.4** Upon award of the Construction Contract, a statement, in duplicate, for services rendered for payment of two percent (2%) of the ARCHITECT'S Basic Fee for the particular SUB-PROJECT, less previous payments, shall be submitted to the OWNER for payment.

1.7 CONSTRUCTION PHASE ADMINISTRATION OF THE CONSTRUCTION CONTRACT

- 1.7.1** The Construction Phase will commence with the award of the Contract for Construction and, together with the ARCHITECT'S obligation to provide Basic Services under this Agreement, will end when final payment to the contractor is due, or within 60 days after substantial completion certificate issued when Contractor delays completion of punch list items.

- 1.7.2** The ARCHITECT shall provide administration of the Contract for Construction as set forth below.
- 1.7.3** The ARCHITECT shall advise and consult with the OWNER during the Construction Phase. The ARCHITECT shall have authority to act on behalf of the OWNER only to the extent provided herein and in the Contract Documents unless otherwise modified by written instrument in accordance with this Agreement.
- 1.7.4** The ARCHITECT shall visit the site and provide during construction on-site construction observation as required, but not less than once per week during construction, to become generally familiar with the progress and quality of the Work, and to determine if the Work is proceeding in accordance with the Contract Documents. The Architect will be required to send a representative to a twice monthly coordination meeting attended by college staff representatives, including building users and conducted by the Owner's Project Manager. Except where appropriate to its responsibilities, the ARCHITECT shall not, however, be required to make exhaustive or continuous on-site field observation to check the Work. Field Reports of each visit shall be prepared by ARCHITECT and submitted to the OWNER. The ARCHITECT shall endeavor to guard OWNER against defects and deficiencies in the Work of the Contractor. The ARCHITECT shall not be responsible for the construction means, methods, techniques, sequences of procedures, nor for the safety precautions and programs employed in connection with the Work, since these are solely the Contractor's responsibility under the contract for construction. However, the ARCHITECT will promptly inform the OWNER in writing whenever defects and deficiencies in the Work are observed, or when any observed actions or omissions are undertaken by the Contractor which are not in the interests of the OWNER and the PROJECT. The ARCHITECT shall require each of its consultants to provide field observation at intervals appropriate to the state of construction.
- 1.7.5** Except for duties and responsibilities with respect to construction contract administration as set out herein, the ARCHITECT shall not be responsible for Contractor's failure to carry out the work in accordance with the Contract Documents. The ARCHITECT shall not be responsible for, nor have any control over, the acts or omissions of the Contractors, subcontractors, any of their agents or employees, or any other parties performing any Work.
- 1.7.6** The ARCHITECT shall have access to Work whenever It is in preparation or in progress.
- 1.7.7** Based on the ARCHITECT'S observations at the site, the recommendations of the OWNER and an evaluation of the Project Application for Payment, the ARCHITECT shall determine the amounts owing to the Contractor and shall issue a certificate for payment as provided in the Contract Documents.
- 1.7.8** The Certificate for Payment shall constitute a representation by the ARCHITECT to the OWNER that, based on the ARCHITECT'S observations at the site as provided above and on the data comprising the Project Application for Payment, Work has progressed to the point indicated and that, to the best of the ARCHITECT'S knowledge, information and belief, the quality of Work is in accordance with the Contract Documents (subject to an evaluation of work for conformance with the Contract Documents upon Substantial Completion, to the results of any subsequent tests required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications expressed by the OWNER or the ARCHITECT); and that the Contractor may be paid in the amount certified. However, the issuance of a Project Certificate for Payment shall not be a representation that the ARCHITECT (1) has made any examination to ascertain how or for what purpose the Contractors have used the monies paid on account of the Contract Sums; (2) has made exhaustive or continuous on-site inspections to check the quality and quantity of the Work except for duties and responsibilities with respect to construction contract administration as set out herein; (3) has reviewed copies of invoices received from subcontractors and material suppliers and other data requested by the OWNER to substitute the Contractor's right to payment. The ARCHITECT, at the time of each pay application, will be required to check and verify the Contractor's marked-up field prints and specifications, to include changes by Addendum, supplementary drawings, and other field information affecting each completed SUB-PROJECT.
- 1.7.9** The ARCHITECT shall be the initial interpreter of the requirements of the Contract Documents and shall render written interpretations necessary for proper execution and progress of the Work with reasonable promptness on written request of either the OWNER or the Contractor.
- 1.7.10** All interpretations and decisions of the ARCHITECT shall be consistent with the intent of, and reasonably inferable from, the Contract Documents, and shall be in writing or in graphic form.

- 1.7.11** The ARCHITECT'S decision in matters relating to artistic effect shall be final, consistent with the intent of the Contract Documents. The ARCHITECT'S decision on any other claims, disputes or other matters, including those in question between the OWNER and the Contractor(s) shall be subject to the review of the OWNER and Program Manager whose decision shall be final, subject to Dispute Resolution as provided in the Construction Contract Documents.
- 1.7.12** The ARCHITECT shall have authority to reject Work which does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable for Implementation of the intent of the Contract Documents, the Architect will recommend to the OWNER in writing to require additional inspection or testing of the work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed.
- 1.7.13** The ARCHITECT shall review and approve or take other appropriate action upon Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with Information given and the design concept expressed in the Contract Documents. The Architect's action shall be taken with such promptness as to cause no unreasonable delay in the work or in the construction of the PROJECT or of separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the Contractor, all of which remain the responsibility of the Contractor to the extent required by the Contract Documents. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of construction means, methods, techniques, sequences or procedures. The ARCHITECT'S approval of a specific item shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, the ARCHITECT shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.
- 1.7.14** The ARCHITECT shall have authority to order minor changes in Work not involving an adjustment in a Contract Sum nor an extension of Contract Time and which are not inconsistent with the Intent of the Contract Documents.
- 1.7.15** The ARCHITECT shall define the scope and solicit an itemized proposal from the Contractor when major changes in the Work are anticipated. The ARCHITECT shall verify, modify and certify the proposal which shall become the basis for a Change Order, within 7 business days of submission. The ARCHITECT shall prepare Change Orders to the construction contract, in three (3) originals, after and within 3 business days of review by the OWNER. Each Change Order shall be specific and final as to prices and extensions of time, with no reservations or other provisions allowing for future additional money or time as a result of the particular changes identified and fully compensated in the Change Order. Change Orders shall be submitted through the PROJECT MANAGER and shall be approved by the Vice Chancellor for Administration and distributed by the Owner's District Director of Acquisitions and Administrative Services.

Each Change Order shall describe the work to be done or deleted, any changes in the Substantial Completion date and reason for the change, to be identified into one of the following seven (7) categories:

A.	Owner Betterment	(Owner Request Change
B.	Unknow Condition	(Not attributed to consultant deficiency in research and prior verification required in basic services)
C.	Design Error	(Changes in work progress, additional cost for redoing work necessary to solve issue)
D.	Omission from Contract Documents	(Not included in Contractor's bid or Competitive Proposal
E.	Schedule Constraint	(Additional time required for construction completion due to reasons A, B, C or D identified above(
F.	Cost Reduction	(Credit from Contractor)

G.	Construction error	
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At final completion, the ARCHITECT shall provide the OWNER a summary of all Change Orders by category and shall be compared with the OWNER'S records.

- 1.7.16 The ARCHITECT, assisted by the OWNER, shall conduct observations to jointly determine the dates of substantial completion and final completion and shall issue appropriate certificates for payment.
- 1.7.17 The ARCHITECT shall receive from the CONTRACTOR and forward to the OWNER for the OWNER'S review, written warranties and related documents assembled by the Contractor.
- 1.7.18 The extent of the duties, responsibilities and limitations of authority of the ARCHITECT as a representative of the OWNER during construction shall not be modified or extended without written agreement between the OWNER and ARCHITECT.
- 1.7.19 The ARCHITECT shall make revisions in drawings, specifications or other documents when such documents are inconsistent with written codes, at no additional cost to the OWNER.
- 1.7.20 The ARCHITECT shall prepare and deliver to OWNER a set of reproducible Record Construction Drawings and Record Construction specifications showing significant changes in the work during the construction process and final location of mechanical and electrical service lines and outlets, based upon marked-up field prints of drawings and other data furnished by the Contractor to the ARCHITECT.
- 1.7.21 Subject to approval by the OWNER, the ARCHITECT will submit a monthly invoice, in duplicate, for the payment of their percentage of the work done pursuant to the applicable purchase order issued pursuant hereto.

1.8 EVALUATION OF VALUE ENGINEERING PROPOSALS

- 1.8.1 It is anticipated that the following provision will be inserted in substantial form, in each Construction Contract Document and the contract for Program Management:

Value Engineering: The Contractor is encouraged to develop, prepare and submit Value Engineering Change Proposals ("VECP") voluntarily. The Contractor shall share in any savings realized from accepted, implemented VECPs. VECP Preparation: At a minimum, the Contractor shall include the following information in each VECP:

Description: A description shall be supplied, of the difference between the existing contract requirement and that proposed; the comparative advantages and disadvantages of each; a justification when an item's function or characteristic is being altered; and the effect of the change on the end item's performance.

List and Analysis: A list and analysis shall be supplied, of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.

Cost Reduction Estimate: A separate detailed cost estimate shall be supplied, for (1) the affected portions of the existing contract requirement and (2) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development cost, including any amount attributable to subcontractors.

Implementation Cost Estimate: A description of the cost OWNER may incur in implementing the VECP shall be supplied, such as test and evaluation and operation and support cost.

Collateral Cost Estimate: A prediction of any effects the proposed change would have on collateral cost to OWNER, shall be supplied.

Time Estimate: A statement of time by which a contract modification or Change Order

implementing the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule, shall be supplied.

Examples: Provide examples of previous submissions of the VECP, including dates submitted, the agencies to which it was submitted, and the results.

Submission: The Contractor shall submit VECPs (if any) to OWNER, ARCHITECT and Construction Program Manager.

Owner's Action:

Receipt: Owner will notify Contractor of the status of the VECP within 45 days after receipt by the Contract Administrator. If additional time is required, Owner will notify Contractor and provide the reason for the delay and the expected date of the decision. Owner will attempt to process VECPs expeditiously; however it shall not be liable for any delay in acting upon a VECP.

Acceptance/Rejection: Owner may, in its sole discretion, refuse to accept the VECP for any reason. If the VECP is not accepted, Owner will notify Contractor in writing. The Contractor may withdraw any VECP, in whole or in part, at any time before the date of acceptance (if any) by Owner. Owner may withdraw acceptance in its sole discretion, for any reason, prior to issuance of a contract modification or Change Order implementing the VECP. Following issuance of a contract modification or Change Order implementing the VECP (if any) the Contractor shall provide written notification to Owner, before proceeding with work under the VECP. Until a contract modification or Change Order is issued, implementing the VECP, Contractor shall perform in accordance with the existing Contract, not in anticipation of implementation of the VECP.

Cost Savings:

Rates: Owner's share of savings shall be 55%.

Payment: Payment of any share due to the Contractor for use of an accepted VECP shall be applied by (1) reduction of the contract price or estimated cost, by the amount of savings; (2) crediting Contractor's share of savings by adding the amount calculated (after deducting Owner's costs of implementation and collateral costs), to the contract price.

Rights In VECP: If a VECP is accepted and implemented, the Contractor hereby grants to Owner the unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, Owner shall have the rights specified in the contract modification or Change Order implementing the VECP and shall appropriately mark the data.

- 1.8.2** ARCHITECT shall assist OWNER in evaluating VECPs submitted and shall make recommendations. If a VECP is adopted, ARCHITECT shall revise the design accordingly, pursuant to a purchase order issued for that purpose (which shall address appropriate compensation) and develop a Change Order as described generally in this Agreement.

1.9 PARTICIPATION IN DISPUTE RESOLUTION

It is anticipated that a clause will be inserted in the Construction Contract Documents, to the effect that a dispute resolution process must be followed prior to taking any legal action regarding claims or disputes. The dispute resolution process may involve mediation and/or a dispute resolution panel. ARCHITECT agrees to participate in any such process described in the applicable Construction Contract Documents, should such provision be invoked.

1.10 WARRANTY INSPECTION

During the 11th month of each applicable warranty period, the ARCHITECT shall conduct and complete a thorough inspection to ascertain whether any warranty claims may be made by OWNER. A written report shall be prepared fully documenting any such claims or lack thereof, which shall be provided to OWNER at least two weeks prior to expiration of the applicable warranty period. Subject to approval by the OWNER, the ARCHITECT will submit a final statement in duplicate for the payment of one percent (1%) of the Basic Fee for the applicable SUB-PROJECT.

1.11 CONFERENCES

Conferences shall be held at scheduled intervals as directed by the Project Manager, as appropriate, to coordinate required phases of the work. The parties to this Agreement shall meet at locations designated by the OWNER at such specific dates and times as mutually agreed. The ARCHITECT shall record the minutes of conferences described herein and shall forward two typed copies of the minutes to each represented agency or firm within seven (7) days of the conference.

1.12 LANDSCAPE ARCHITECTURE

Anything to the contrary herein notwithstanding, ARCHITECT shall design, document and provide construction administration for the exterior hardscape (paving, walls, fences, arbors, etc.) and softscape (planting and irrigation) that will comply with the applicable governmental jurisdictions' landscape and/or tree preservation requirements. If required by applicable governmental authorities, a tree preservation plan shall be prepared and reviewed with the appropriate authorities and revised until compliance is achieved. If, during construction, changes are made to the planting or irrigation plan, ARCHITECT will submit those revisions as a post-permit submittal to the appropriate jurisdiction for use during Certificate of Occupancy inspections.

ARTICLE II ARCHITECT'S SERVICES AND RESPONSIBILITIES – ADDITIONAL SERVICES

2.1 FURNITURE, FIXTURES AND EQUIPMENT COORDINATION

- 2.1.1** The ARCHITECT shall provide coordinated furniture plans and specifications for fixtures, furniture and equipment (FF&E) for the Project. The OWNER will provide classroom/office furniture standards to be incorporated by the ARCHITECT. The ARCHITECT shall consult with the OWNER concerning furniture types, styles, uses and placement, and review, evaluate, and recommend proposed equipment substitutes. The ARCHITECT will evaluate bids/proposals when received and provide a written recommendation to the OWNER for the lowest responsible bidder for each item or shall otherwise participate in evaluation of the proposals submitted.
- 2.1.2** The ARCHITECT shall maintain contact and communicate status, in writing, of awarded vendors' furniture delivery to the OWNER.
- 2.1.3** The ARCHITECT shall inspect and note building condition prior to and after furniture delivery and provide these findings in writing to the OWNER. The ARCHITECT shall coordinate delivery schedules with the vendors, recommend delivery routes inside and outside the building in order to eliminate damage to OWNER'S property.
- 2.1.4** The ARCHITECT shall check furniture, upon receipt, for damage and compliance with bid documents.
- 2.1.5** The ARCHITECT shall provide design assistance during placement of furniture.
- 2.1.6** The ARCHITECT shall prepare furniture punch list of corrective measures, before acceptance, and provide follow-up to insure all corrections are made before final acceptance.
- 2.1.7** The ARCHITECT shall attend regular progress meetings and may be required to attend meetings of Board of Trustees or Board of Trustees committees where furniture for the project is to be discussed.

- 2.1.8** Basic Services for Article II shall consist of six phases similar to services described in Article I of this Agreement, with payment for those services identified by associated percentage: Programming Phase (10%), Schematic Design Phase (15%), Design Development Phase (20%), Furniture Bid Document Phase (30%), Furniture Bidding Phase (5%), and Administration of Furniture Delivery and Installation (20%).
- 2.1.9** The ARCHITECT will submit a monthly invoice, in duplicate, for the payment of the percentage of work done during that phase of the Contract. Payment will be subject to approval of the Owner, which shall not be unreasonably withheld.

2.2 PROJECT REPRESENTATION BEYOND BASIC SERVICES

- 2.2.1** If the OWNER and the ARCHITECT agree that more extensive representation at the site than is described above and General Conditions of the Contract for Construction shall be provided, the ARCHITECT shall provide one or more Project Representatives to assist the ARCHITECT in carrying out such responsibilities at the site.
- 2.2.2** Such Project Representative shall be selected, employed and directed by the ARCHITECT, and the ARCHITECT shall be compensated therefore as mutually agreed between the OWNER and the ARCHITECT, as set forth in writing, which shall describe the duties, responsibilities and limitations of authority of such Project Representatives. Any project representative or replacement thereof shall be subject to the review and approval of the OWNER.
- 2.2.3** Through the observation of such Project Representatives, the ARCHITECT shall endeavor to provide further protection for the OWNER against defects and deficiencies in Work, but the furnishing of such project representation shall not modify the rights, responsibilities or obligations of the ARCHITECT as described above or General Conditions of the Contract for Construction.
- 2.2.4** Additional services are not contemplated in the scope of the services to be performed by the ARCHITECT. Should additional services be required, these services shall be provided if authorized or confirmed in writing by the OWNER, and shall be paid for by the OWNER as provided in this Agreement, in addition to the compensation for Basic Services.

ARTICLE III OTHER RESPONSIBILITIES OF ARCHITECT

3.1 TIME

- 3.1.1** The ARCHITECT shall perform Basic Services as expeditiously as is consistent with professional skill and care and the orderly progress of the PROJECT. Before commencement of the Program Phase but not later than ten (10) working days after the Notice to Proceed for each SUB-PROJECT, the ARCHITECT shall submit for the OWNER'S approval a schedule for the performance of the ARCHITECT'S services which shall be adjusted as required as the PROJECT proceeds, and which shall include allowances for periods of time required for the OWNER'S review and approval of submissions and for approvals of authorities having jurisdiction over the PROJECT. The ARCHITECT shall consult with the OWNER to coordinate the ARCHITECT'S time schedule, and shall not, except for reasonable cause, be exceeded by the ARCHITECT.
- 3.1.2** Ninety-Eight percent (98%) completion of Contract Documents is due on or before the number of calendar days from date of Notice to Proceed excluding OWNER interim reviews between phases of work specified for each SUB-PROJECT. Interim reviews by the OWNER will be required after completion of Program Phase, Schematic Design Phase, Design Development Phase and ninety-eight percent (98%) completion of Construction Documents Phase.
- 3.1.3** The services described in Article 1 hereof to be furnished by the ARCHITECT under the Program Phase, Schematic Design Phase, Design Development Phase, and Construction Document Phase shall be rendered in the same sequence as they appear in this Agreement. The ARCHITECT shall receive, the OWNER'S written approval, which shall not be unreasonably withheld, of a phase prior to proceeding to the next phase.

3.1.4 ARCHITECT understands that the Project Performance Schedule is of critical importance, and agrees to undertake all reasonable efforts to expedite the performance of service required herein, so that construction of the PROJECT and each SUB-PROJECT will be commenced as scheduled. In this regard, ARCHITECT shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all services required under this Agreement in the highest professional manner.

3.1.5 **Project Schedule** – The proposed project schedule is as follows:

May 1, 2019	Notice to Proceed
June 1, 2019	Schematic Design is Complete
August 1, 2019	Design Development is Complete
October 1, 2019	100% Construction Documents are Complete
October 1, 2019	– EDA Approvals:
December 31, 2019	. SHPO approvals
	. COSA building permit approvals
	. CSP advertisement and selection
January 1, 2020	General Contractor Starts Construction
September 30, 2020	Construction Complete and Certificate of Occupancy is issued.

3.2 CONSULTANTS

3.2.1 The ARCHITECT shall not engage, contract with or use the services of any Consultants, without obtaining the prior approval of the OWNER. The ARCHITECT shall submit to the OWNER for its approval, a report of the scope of services to be provided by each such Consultant, with the Consultants acknowledgment thereof. No provision of this Agreement and no approval by the OWNER of the scope of services to be provided by the Consultants shall be construed as an agreement between the OWNER and the Consultant of the ARCHITECT or in any way affect the responsibilities of the ARCHITECT hereunder. Unless otherwise agreed to in writing by the OWNER, the fees of any Consultants retained by the ARCHITECT shall be deemed covered by the basic compensation fee to be paid by the OWNER to the ARCHITECT. ARCHITECT shall keep copies of signed sub-contracts and invoices and payments to subcontractors/subconsultants.

3.3 FIXED LIMIT OF CONSTRUCTION COST

3.3.1 The fixed limit of Construction Cost shall be the total cost of all labor, materials and services necessary to construct habitable functional facilities described by the OWNER'S PROGRAM and each SUB-PROGRAM, including all fixed equipment, related site improvements, adjacent site amenities and utility services, including telecommunication. It does not include any movable furnishings and equipment, or the cost of the land.

3.3.2 The ARCHITECT, as a design professional familiar with the construction industry, shall evaluate the OWNER'S PROJECT budget and prepare the estimate of Construction Cost for each SUB-PROJECT. This estimate of Construction Cost shall be reviewed with the OWNER and compared with the estimate of Construction Cost prepared by OWNER. The ARCHITECT and OWNER (with input from the Project Manager) shall reach consensus of probable Construction Cost before proceeding with the next phase of the design. It is recognized, however, that neither the ARCHITECT, nor the OWNER has control over the cost of labor, materials, or equipment, over the Contractors' methods of determining Bid prices, or over competitive bidding, market, or negotiating conditions. Accordingly, the ARCHITECT cannot and does not warrant or represent that Bids will not vary from the PROJECT budget proposed, established or approved by the OWNER, if any, or from the estimate of Construction Cost or other cost estimate or evaluation.

3.3.3 If bids/proposals are not received within the time scheduled at the time the fixed limit of Construction Cost was established, due to causes beyond the ARCHITECT'S control, any fixed limit of Construction Cost established as a condition of this Agreement shall be adjusted to reflect any change in the general level of prices in the construction industry between the originally scheduled date and the date on which bids/proposals are received.

3.3.4 If a fixed limit of Construction Cost is exceeded by more than 15% by the sum of the lowest base

bid/cost proposal figure from bona fide bids/proposals, the OWNER shall (1) give written approval of an increase in such fixed limit, (2) authorize re-bidding of the SUB-PROJECT within a reasonable time, (3) if the PROJECT is abandoned, terminate in accordance with this Agreement or (4) cooperate in revising the PROJECT scope and/or quality as required to reduce the Construction Cost. In the case of item (4), the ARCHITECT shall modify the Drawings and Specifications as necessary to comply with the fixed limit. The providing of such service shall be the limit of the ARCHITECT'S responsibility arising from the establishment of such fixed limit. None of the above items #1-4 will result in additional fees for the ARCHITECT and shall be considered Basic Services.

3.4 OWNERSHIP AND USE OF DOCUMENTS

- 3.4.1** A final copy of all ARCHITECT'S designs and work products under this Contract, including, but not limited to, tracings, drawings, CAD diskettes, estimates, specifications, investigations, studies and other documents, completed or partially completed, shall be the property of the OWNER, to be used by OWNER to implement the building maintenance requirements, and ARCHITECT specifically waives and releases any proprietary rights or ownership claims for uses as previously stated. Copies may be retained by ARCHITECT. ARCHITECT shall be liable to OWNER for any loss or damage to any record documents while they are in the possession of or while being worked upon by the ARCHITECT or anyone connected with the ARCHITECT without cost to OWNER.
- 3.4.2** Upon completion of the construction of the PROJECT, ARCHITECT shall, within thirty (30) calendar days, and/or before submitting final payment for Contractor, following final inspection, the ARCHITECT shall retrieve from the Contractor the site record drawings to access basis for final drawing development. The ARCHITECT shall deliver to OWNER one (1) set of final computer aided design (AutoCAD) diskettes of all drawings, which were originally completed by AutoCAD, one (1) set of reproducible Record Drawings, and two (2) sets of Record Specifications.
- 3.4.3** Upon full payment of all sums due the ARCHITECT, under this Agreement and upon performance of all the OWNER'S obligations under this Agreement, the latest original Drawings and Specifications and the latest electronic data prepared by the ARCHITECT for the PROJECT shall become the property of the OWNER. This conveyance shall not deprive the ARCHITECT of the right to retain electronic data or other reproducible copies of the Drawings and Specifications or the right to reuse information contained in them in the normal course of the Architect's professional activities. Due to the possibility that information and data delivered in machine readable form (electronic data) may be altered, whether inadvertent or otherwise, the Architect and its consultants reserve the right to retain the original tapes and disks. The ARCHITECT and its consultants also reserve the right to retain hard copy originals of all PROJECT documentation delivered to the OWNER in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two. The ARCHITECT shall be deemed the author of such electronic data or documents, shall retain all rights not specifically conveyed, and shall be given appropriate credit in any public display of such Drawings and Specifications. Under no circumstances shall the transfer of ownership of the Drawings, Specifications, electronic data or other instruments of service be deemed to be sales by the Architect, and the Architect makes no warranties, expressed or implied, of merchantability or fitness for a particular purpose.
- 3.4.4** Should the Architect be terminated prior to PROJECT completion, for default or otherwise, ARCHITECT agrees to Owner's right to use Architect's Drawings, Specifications or other documents, including electronic data and other instruments of service (collectively "Documents"), to complete this PROJECT. The OWNER shall not use or authorize any other person to use such Documents on projects located on other sites. It is recognized and agreed that such Documents are instruments of the ARCHITECT'S professional services and are for use solely by the ARCHITECT and OWNER with respect to this PROJECT or for information related to other future projects of this OWNER on this site. OWNER'S authorization of reuse of such Documents on other sites without the ARCHITECT's professional involvement will be at the OWNER'S sole risk and without liability to the ARCHITECT.

ARTICLE IV THE OWNER'S RESPONSIBILITIES

4.1 INFORMATION

- 4.1.1** The OWNER shall provide available Information regarding requirements for the PROJECT, including program input and a Construction Cost budget. The ARCHITECT, together with the OWNER, shall develop design objectives, constraints and criteria, including space requirements and relationships, flexibility and expandability, special equipment and systems, and site requirements.
- 4.1.2** The OWNER shall provide a budget for the PROJECT based on consultation with the ARCHITECT, which shall include contingencies for bidding, changes during construction, and other costs which are the responsibility of the OWNER. The OWNER shall, at the request of the ARCHITECT, provide a statement of funds available for the PROJECT.
- 4.1.3** The OWNER, shall furnish a legal description and certified land survey of the site of the SUB-PROJECT, giving as applicable, grades and lines of streets, alleys, pavements and adjoining property; rights-of-way, restrictions easements, encroachments, zoning, deed restrictions, boundaries and contours of the site: locations, dimensions and complete data pertaining to existing buildings, other Improvements and trees; and full information concerning available service and utility lines both public and private, above and below grade, including inverts and depths. The design professionals shall be entitled to rely upon the accuracy and completeness of Owner furnished information. If any additional survey work is required and the OWNER does not otherwise supply it, the ARCHITECT shall supply such as an Additional Service.
- 4.1.4** The OWNER shall furnish the required Information and services and shall render approvals and decisions in a reasonable time for the orderly progress of the ARCHITECT'S services and Work of the Contractors.

4.2 DESIGNATION OF PROJECT MANAGER

The OWNER shall designate the PROJECT MANAGER, or his authorized representative, to act in the OWNER'S behalf with respect to the PROJECT. The OWNER, or such authorized representative shall examine the documents submitted by the ARCHITECT and shall render decisions pertaining thereto promptly to avoid unreasonable delay in the progress of the ARCHITECT'S services.

4.3 GEOTECHNICAL AND OTHER SERVICES

The OWNER shall furnish the services of geotechnical engineers when such services are requested by the ARCHITECT and approved by the OWNER. Such services may include but are not limited to test boring, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, including necessary operations for anticipating subsoil conditions, with report and appropriate professional recommendations. The OWNER shall furnish structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports required by law or the Construction Contract Documents. The services, information, surveys and reports required hereinabove shall be furnished at the OWNER'S expense, and the ARCHITECT shall be entitled to rely upon the accuracy and completeness thereof.

4.4 REVIEW OF DOCUMENTS

OWNER'S review of any documents, whether or not required herein, shall not relieve ARCHITECT of any responsibilities whether or not imposed herein, or any errors or omissions.

ARTICLE V TERMINATION

5.1 TERM

The term shall be for the period beginning May 1, 2019 (based on an April Board award and EDA approval) and will expire on December 31, 2020.

5.2 TERMINATION

- 5.2.1** This Agreement may be terminated by either party upon seven days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
- 5.2.2** This Agreement may be terminated for the Owner's convenience by the OWNER upon at least seven days' written notice to the ARCHITECT; or in the event that the PROJECT is permanently abandoned.
- 5.2.3** In the event of termination for any reason not the fault of the ARCHITECT, the ARCHITECT shall be compensated for all services performed to termination date, together with reimbursable expenses then due.
- 5.2.4** In the event of termination, postponement, delay, suspension, or abandonment, the ARCHITECT shall deliver to the OWNER, all drawings, specifications, reports, and other data and records pertaining to the PROJECT, including all SUB-PROJECTS.
- 5.2.5** Termination, postponement, delay, suspension or abandonment shall not give rise to any cause of action or claim against the OWNER for damages, extra remuneration or loss of anticipated profits, except for compensation for all authorized services incurred prior to written notification of such termination, postponement, delay, suspension or abandonment.

ARTICLE VI COMPENSATION

6.1 COMPENSATION, GENERALLY

- 6.1.1** Compensation for the ARCHITECT'S Services shall be as stipulated in each purchase order issued pursuant to each SUB-PROJECT. Basic Services shall be based on a negotiated lump sum based on the ACCO fee schedule then- currently in effect, in relation to the scope of services to be provided. Additional Services shall be based on the fee schedule at Exhibit A
- 6.1.2** Payments for authorized Reimbursable Expenses to the ARCHITECT, as hereinafter referred to, shall be made following presentation, review and approval of the ARCHITECT'S detailed invoice in duplicate.
- 6.1.3** No deduction shall be made from the ARCHITECT'S compensation on account of penalty, liquidated damages or other sums withheld from payments to Contractors. The OWNER has the right to make deduction from the ARCHITECT'S compensation if due to an uncontested design error and/or omissions by the ARCHITECT.
- 6.1.4** No addition shall be made to the ARCHITECT'S compensation based upon Project construction claims, whether paid by OWNER or denied.
- 6.1.5** If any work designed or specified by the ARCHITECT during any SUB-PROJECT is abandoned or suspended, in whole or in part, ARCHITECT is to be paid for the services performed prior to receipt of written notice from the OWNER's District Director of Acquisitions and Administrative Services of such abandonment or suspension.
- 6.1.6** The ARCHITECT'S invoices to OWNER shall provide complete information and documentation to substantiate ARCHITECT'S charges, and shall be in a form to be specified by the OWNER. All payments to the ARCHITECT shall be made on the basis of the invoices submitted by ARCHITECT and approved by OWNER. Such invoices shall conform to the schedule of services and costs in connection therewith set out hereinabove. Should additional back-up material be requested by the OWNER, ARCHITECT shall comply promptly with such request.
- 6.1.7** The OWNER reserves the right to correct minor errors that may be discovered in any invoice that may have been paid to the ARCHITECT and to adjust the same to meet the requirements of this Agreement. Following approval of undisputed invoice, OWNER shall pay ARCHITECT promptly,

within forty-five (45) days of receipt of the undisputed invoice; however, under no circumstances shall ARCHITECT be entitled to receive interest on amounts due.

6.1.8 Payments to the ARCHITECT shall be made to:

6.1.9 If the PROJECT is suspended or abandoned in whole or in part for more than three months, the ARCHITECT shall be compensated for all services performed prior to receipt of written notice from the OWNER's District Director of Acquisitions and Administrative Services of such suspension or abandonment, together with authorized reimbursable expenses then due. If the PROJECT is resumed after being suspended for more than three months, the ARCHITECT'S compensation may be adjusted by mutual agreement.

6.1.10 OWNER shall notify ARCHITECT of the reason and amount of any disagreement with billings, including, but not limited to, any known failure of the ARCHITECT to perform services in accordance with this Agreement, within fifteen (15) days of receipt of the invoice in question. Amounts not disputed will be paid as stated in this Agreement.

6.2 OTHER COSTS

Any services or supplies not included in the Basic Services or specifically identified by the OWNER, in writing to the ARCHITECT, will require OWNER'S written approval prior to incurring additional services or expense. Approved reimbursable shall not be invoiced in an amount greater than actual cost-plus ten percent profit and overhead. Approved additional services shall be invoiced at the approved negotiated amount. No additional markup shall be allowed on additional services.

**ARTICLE VII
INSURANCE**

7.1 GENERALLY

7.1.1 The ARCHITECT shall purchase and maintain in the minimum amounts enumerated herein, such insurance as will protect the ARCHITECT from the claims set forth herein which may arise out of or result from the ARCHITECT'S performance of services under this Agreement, and provide proof of same to OWNER prior to issuance of Notice to Proceed. Such claims shall include claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the work performed, claims damages because of bodily injury, occupational sickness or disease, or death of ARCHITECT'S employees under any applicable statutory employers liability law, claims for damages because of bodily injury or death of any person other than ARCHITECT'S employees, claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly related to the employment of such person by the ARCHITECT, or (2) by any other person, claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use there from, claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle, and claims for professional liability/errors and omissions.

Commercial General Liability

General Aggregate including products
& completed operations

\$2,000,000

Automobile Liability per person/per accident CSL

\$1,000,000

Umbrella/Excess Liability

\$1,000,000

Worker's Compensation

Statutory Texas

Employer's Liability

Bodily Injury by Accident	Each Accident	\$1,000,000
Bodily Injury by Disease	Each Disease	\$1,000,000
Bodily Injury by Disease	Policy Limit	\$1,000,000

Professional Liability/Errors & Omissions

\$1,000,000
Per occurrence

Insurance certificates for Joint Ventures must be submitted in the name of the Joint Venture. Certificates from individual firms of the Joint Venture are not acceptable.

- 7.1.2** The foregoing policies shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty days' written notice has been given to the OWNER. Certificates of insurance showing such coverage to be in force shall be filed with the OWNER prior to issuance of Notice to Proceed for each purchase order. In the case of professional liability insurance, the ARCHITECT shall agree, herewith, that this insurance is subject to adjustment in relation to risks assessed for each SUB-PROJECT and in the limits and conditions set forth, shall remain in force during the term of this Agreement (or each SUB-PROJECT, as applicable) and throughout each of the Contractor's one year warranty periods following substantial completion or acceptance of each SUB-PROJECT by the OWNER. The ARCHITECT will be required to submit evidence in the form of Certificates of Insurance in effect through that time. Insurance shall be written by companies authorized to transact business in the State of Texas and acceptable to the OWNER. The OWNER shall be named as additional insured on all liability policies, except professional liability policy and Worker's Compensation.
- 7.1.3** Approval by the OWNER wherever required herein shall not relieve the ARCHITECT of professional responsibility for negligence, errors and omissions and compliance with the provisions of this Agreement.

ARTICLE VIII

SMALL. MINORITY WOMEN AND/OR VETERAN BUSINESS ENTERPRISES

- 8.1 Small, Minority Women and/or Veteran Business Enterprises • Policy and Definitions.** It is the policy of the ACCO to encourage participation by small, minority, women, Veteran business enterprises (SMWVBE) as contractors to the ACCO. The term "small, minority women veteran business enterprises" means a business which is a Corporation, Sole Proprietorship, Partnership or Joint Venture in which at least 51 percent is owned, operated and controlled by a person or persons who are socially disadvantaged because of their identification as members of certain groups, who have suffered the effects of discriminatory practices. For the purposes of this Agreement, "SMWVBE" includes small businesses and women-owned businesses, and the following:

Black Americans - which includes persons having origins in any of the Black racial groups of Africa;

Hispanic Americans - which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

Asian Pacific Americans - which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U. S. Trust Territories of the Pacific and the Northern Marianas;

Native Americans - which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;

Small Business Enterprise – as defined by the Small Business Administration size standards;

Veteran Business Enterprise – a business structure that is at least 51% owned, operated and controlled by an individual who served in the United States Armed Forces, and who was discharged or released under conditions other than dishonorable; and

Women - which include all women of any ethnicity.

ARTICLE IX GENERAL PROVISIONS

9.1 PROVISIONS GENERALLY APPLICABLE

9.1.1 Notices. Any notices to be given hereunder by either party to the other shall be effected in writing either by personal delivery or delivery by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the following paragraph, until and unless such party changes the specified address by written notice to the other. Notice shall be given to each of the parties at the following addresses:

If to ACCO: Purchasing & Contract Administration
Alamo Colleges District
1743 N Main Ave., Bldg. 41, Room 101
San Antonio, Texas 78212-4299

With copy to: Facilities Operations and Construction Management
Alamo Community College District
7990 Pat Booker Road
Live Oak, Texas 78223

If to ARCHITECT: _____

9.1.2 Records. Records of ARCHITECT'S Direct Personnel, Consultants and Reimbursable Expenses pertaining to the PROJECT, and records of accounts between OWNER and ARCHITECT shall be kept on a generally recognized accounting basis and shall be available to OWNER or its authorized representatives at mutually convenient times for a minimum of four (4) years after Final Certificate for Payment to Contractor for the completed PROJECT. All accounting records that are pertinent to this PROJECT shall be available for the purpose of making audits, examinations, excerpts and transcriptions.

9.1.3 General Representations, Warranties and Covenants. represents and warrants that: ARCHITECT

- (i) All information, data or reports provided or to be provided to ACCO is, shall be, and shall remain complete and materially accurate as of the date shown on the Information, data, or report to the best of ARCHITECT's knowledge, and that since said date shown, shall not have undergone any significant change without written notice to the ACCO.
- (ii) Supporting financial statements (if any) provided or to be provided to the ACCO are, shall be, and shall remain complete, accurate, and fairly reflective of the financial condition of ARCHITECT on the date shown on said statements and during the period covered thereby, and that since said date shown, except as provided by written notice to the ACCO, there has been no material change, adverse or otherwise, in the financial condition of ARCHITECT.
- (iii) No litigation or proceedings are presently pending or threatened against ARCHITECT relating to the Agreement.
- (iv) ARCHITECT has legal authority to enter into this Agreement and to accept payments hereunder, and has taken all necessary measures to authorize such execution of

contract and acceptance of payments pursuant to the terms and conditions hereof.

9.1.4 Non-Discrimination. The parties to this Agreement mutually agree to make no distinction among persons employed pursuant to, covered by or served under this Agreement on the basis of race, color, sex, creed, age, national origin, or handicap.

9.1.5 Regulatory and Legal Compliance. The ARCHITECT, and its consultants, agents, and employees shall comply with applicable federal and state laws and the ordinances of the City of San Antonio and other governmental authorities having jurisdiction over this PROJECT including each SUB-PROJECT.- ARCHITECT shall further obtain all permits and licenses required for the performance of the professional design services contracted for herein.

9.1.6 Covenant against Contingent Fees. ARCHITECT warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the ARCHITECT for the purpose of securing business.

9.1.7 Assignments. This Agreement is not assignable by either party without the prior written consent of the other. Any assignment without such written consent shall be void and have no effect.

9.1.8 Waiver of Performance.

(i) No waiver by either party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the party to be charged.

(ii) No act or omission of either party shall in any manner impair or prejudice any right, power, privilege or remedy available to the other party hereunder or by law or in equity, such rights, powers, privileges or remedies to be always specifically preserved hereby.

(iii) No representative or agent of either party may waive the effect of the provisions of this Section.

9.1.9 Captions. The captions contained in this Agreement are for convenience of reference only, and in no way limit or enlarge the terms and/or conditions of this Agreement.

9.1.10 Texas Law to Apply Venue. This Agreement shall be construed under and in accordance with the laws of the United States and the State of Texas, and all obligations of the parties are performable and venue shall lie in Bexar County, Texas.

9.1.11 Legal Construction. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

9.1.12 Confidentiality. ARCHITECT acknowledges that inconnection with the services to be performed under this Agreement by ARCHITECT, ARCHITECT may be acquiring and making use of

certain confidential information of the ACCO which includes, but is not limited to, management reports, financial statements, internal memoranda, reports, security system layouts and other materials or records of a proprietary nature ("Confidential Information"). Therefore, in order to protect the Confidential Information, ARCHITECT shall not after the date hereof use the Confidential Information except in connection with the performance of services pursuant to this Agreement, or divulge the Confidential Information to any third party, unless the ACCO consents in writing to such use or divulgence or disclosure is required by law. In the event ARCHITECT receives a request or demand for the disclosure of Confidential Information, ARCHITECT shall immediately provide written notice to the ACCO of such request or demand, including a copy of any written element of such request or demand.

9.1.13 Amendment. No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, be dated subsequent to the date hereof and duly executed by the parties hereof.

9.1.14 Gender. Words of gender used in this Agreement shall be held and construed to include the other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

9.1.15 Hold Harmless. ARCHITECT agrees to indemnify and hold harmless the ACCO, its officers, agents and/or employees from and against any and all liability and costs (including reasonable attorney's fees) incurred in connection with any claims or demands for damages of any nature whatsoever, including but not limited to bodily injury, death, personal injury or property damage that is caused by or results from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the ARCHITECT or the ARCHITECT's agent, consultant under contract, or another entity over which the ARCHITECT exercises control, except to the extent the same are caused by the negligence of ACCO.

9.1.16 No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon any person, firm or corporation other than the parties hereto and their respective successors or assigns, any remedy or claim under or by reason of this Agreement or any term, covenant or condition hereof, as third party beneficiaries or otherwise, and all of the terms, covenants and conditions hereof shall be for the sole and exclusive benefit of the parties hereto and their successors and assigns.

9.1.17 Financial Interest Prohibited. ARCHITECT covenants and represents that ARCHITECT, its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the PROJECT. ARCHITECT will be prohibited to buy or receive as a gift any product materials or equipment from any Contractor involved in any SUB-PROJECTS.

9.1.18 Hazardous Materials. 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 in any form at the project site, including, but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other hazardous or toxic materials as defined by the Environmental Protection Agency (EPA).

9.1.19 Audit. OWNER or a designated agent (including an independent contractor or auditor) may conduct an audit or investigation of any entity receiving funds from the OWNER directly under this Agreement or indirectly through a subcontract under this Agreement; and acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the OWNER to conduct an audit or investigation in connection with those funds. ARCHITECT shall include this provision; a reference to this provision; or any other provision substantially imposing this obligation upon any subcontractors receiving funds through this Agreement.

9.1.20 Claims and Dispute Resolution. In the event of any dispute, claim, question, or disagreement arising out of or relating to this Agreement prior to initiating legal action, and as a condition

precedent to being entitled to file such legal action, the parties hereto shall use their best good faith efforts to settle such disputes, claims, questions, or disagreement. To this effect they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. Failing at negotiation, (and subject to the dispute resolution panel option described below) the parties agree to submit to mediation all claims, demands, disputes, controversies, and differences that may arise between the parties, of whatever nature or kind, upon the demand of either party and as a condition precedent to litigation. The parties shall attempt to agree on a mediator. Failing their ability to reach an agreement, either party may apply to a Court of competent jurisdiction to appoint a mediator. The cost of the mediation will be shared equally by the parties and will take place in Bexar County, Texas. For purposes of this Agreement, "parties" includes the officers, agents, and employees of each party. At OWNER'S option, in lieu of mediation and as a condition precedent to initiating legal action, any claims, demands, disputes, controversies, and differences that may arise between the parties to this Agreement, of whatever nature or kind, may be submitted to a dispute resolution panel, established pursuant to OWNER'S applicable dispute resolution programs. In the event the claims, demands, disputes, controversies, and differences that may arise between the parties to this Agreement, of whatever nature or kind, are not resolved to the satisfaction of the parties, resort may be made to the courts. However, the parties expressly waive their rights to demand trial by jury.

- 9.1.21 Sexual Harassment.** Sexual harassment of employees or students of the OWNER by employees of the ARCHITECT is strictly forbidden. Any employee of the ARCHITECT who is found to have engaged in such conduct shall be subject to appropriate disciplinary action by the ARCHITECT, including immediate removal from the ACCO property.
- 9.1.22 Independent Contractor.** This Agreement does not create an employment relationship, partnership, or joint venture between the CONSULTANT, its subcontractors or employees and the ACCO. Neither the CONSULTANT nor its subcontractors or employees shall be deemed employees of the ACCO for any purpose whatsoever, and neither shall be eligible to participate in any benefit program provided by the ACCO.
- 9.1.23 Entire Agreement.** This Agreement constitutes the final and entire agreement between the parties hereto and contains all terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto unless same be in writing dated subsequent to the date hereof, and duly executed by the parties. This Agreement also includes any purchase orders issued pursuant hereto, which shall be incorporated herein as if fully copied and set forth at length and the ARCHITECT's qualifications package submitted pursuant to RFQS 19C-005 (including the fee proposal as accepted by ACCO). Should a conflict exist between the above-described and this Agreement or any purchase orders, the more stringent requirement shall apply.

EXECUTED ON THE DATE FIRST WRITTEN ABOVE.

Alamo Community College District

Contractor: _____

By: _____
John Strybos Date
Associate Vice Chancellor of
Facilities Operation and Construction
Management

By: _____
Date

Print Name: _____

Title: _____

Approved as to form:

District Office of Legal Services

NOTICE

The Texas Board of Architectural Examiners (TBAE), P. O. Box 12337, Austin, Texas 78711-2337; or 333 Guadalupe, Suite 2-350, Austin, Texas 78701-3942, (512) 305-9000, has jurisdiction over individuals licensed under the Architect's Registration Law, Texas Civil Statute, Article 249A.



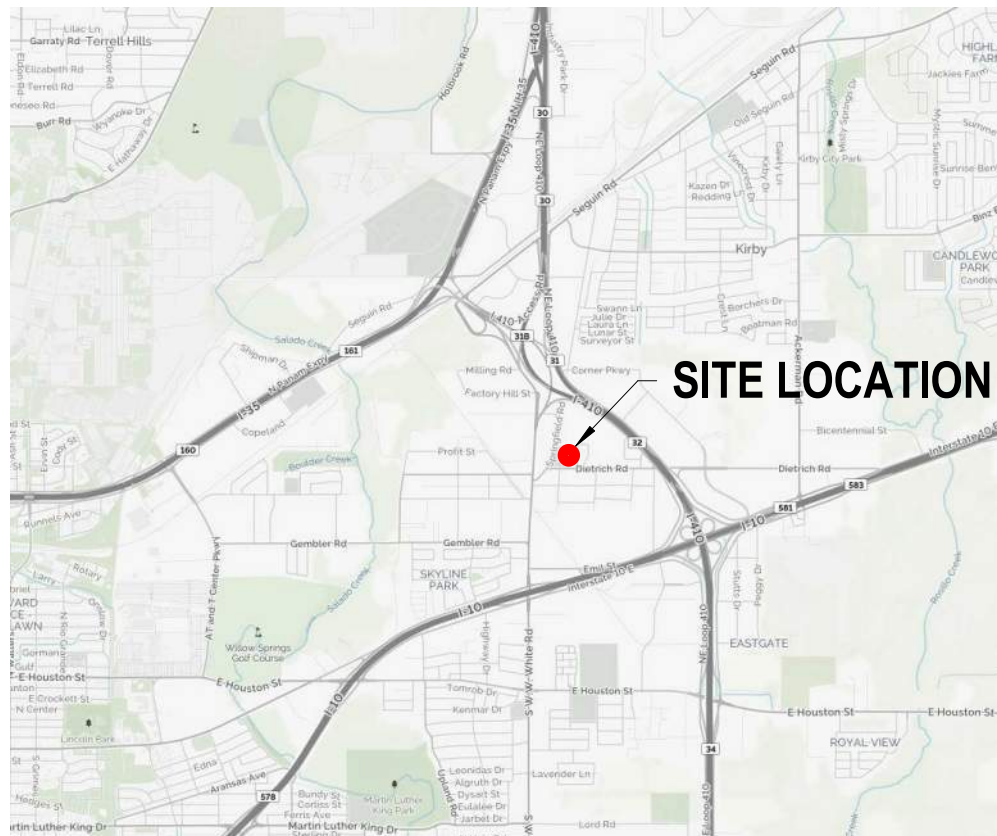
ALAMO
COLLEGES



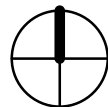
ALAMO COMMUNITY COLLEGES DISTRICT EASTSIDE EDUCATION & TRAINING CENTER

4551 DIETRICH ROAD, SAN ANTONIO, TX 78219

EXISTING CONDITIONS

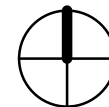


pfluger



AERIAL VIEW

SCALE: 1" = 80'-0"



MP-00

09/28/2017



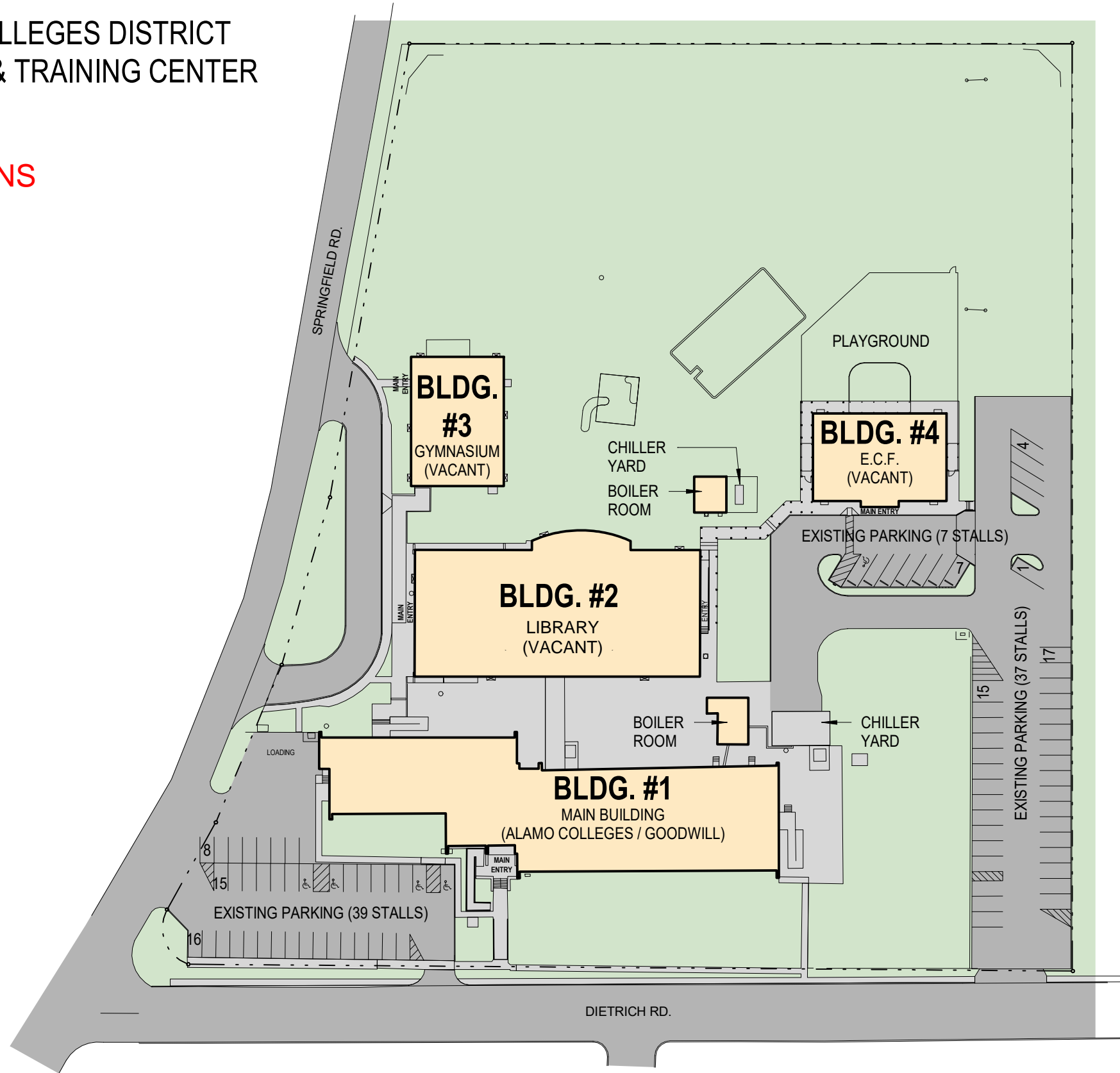
ALAMO
COLLEGES



ALAMO COMMUNITY COLLEGES DISTRICT EASTSIDE EDUCATION & TRAINING CENTER

4551 DIETRICH ROAD, SAN ANTONIO, TX 78219

EXISTING CONDITIONS



EXISTING

PARKING COUNT (#):
TOTAL STALLS 83

BUILDING AREAS:
BUILDING #1 28,303 SF
BUILDING #2 14,931 SF
BUILDING #3 4,687 SF
BUILDING #4 4,421 SF





ALAMO
COLLEGES



ALAMO COMMUNITY COLLEGES DISTRICT
EASTSIDE EDUCATION & TRAINING CENTER

4551 DIETRICH ROAD, SAN ANTONIO, TX 78219

EXISTING CONDITIONS



MAIN BUILDING – BUILDING # 1

BUILT IN 1964



ALAMO
COLLEGES



ALAMO COMMUNITY COLLEGES DISTRICT
EASTSIDE EDUCATION & TRAINING CENTER

4551 DIETRICH ROAD, SAN ANTONIO, TX 78219

EXISTING CONDITIONS



LIBRARY – BUILDING # 2

BUILT IN 2000

pfluger

09/28/2017

ALAMO COMMUNITY COLLEGES DISTRICT
EASTSIDE EDUCATION & TRAINING CENTER

4551 DIETRICH ROAD, SAN ANTONIO, TX 78219

EXISTING CONDITIONS



GYMNASIUM – BUILDING # 3

BUILT IN EARLY 1980'S?

ALAMO COMMUNITY COLLEGES DISTRICT
EASTSIDE EDUCATION & TRAINING CENTER

4551 DIETRICH ROAD, SAN ANTONIO, TX 78219

EXISTING CONDITIONS



EARLY CHILDHOOD FACILITY – BUILDING # 4

BUILT IN 2005



ALAMO
COLLEGES

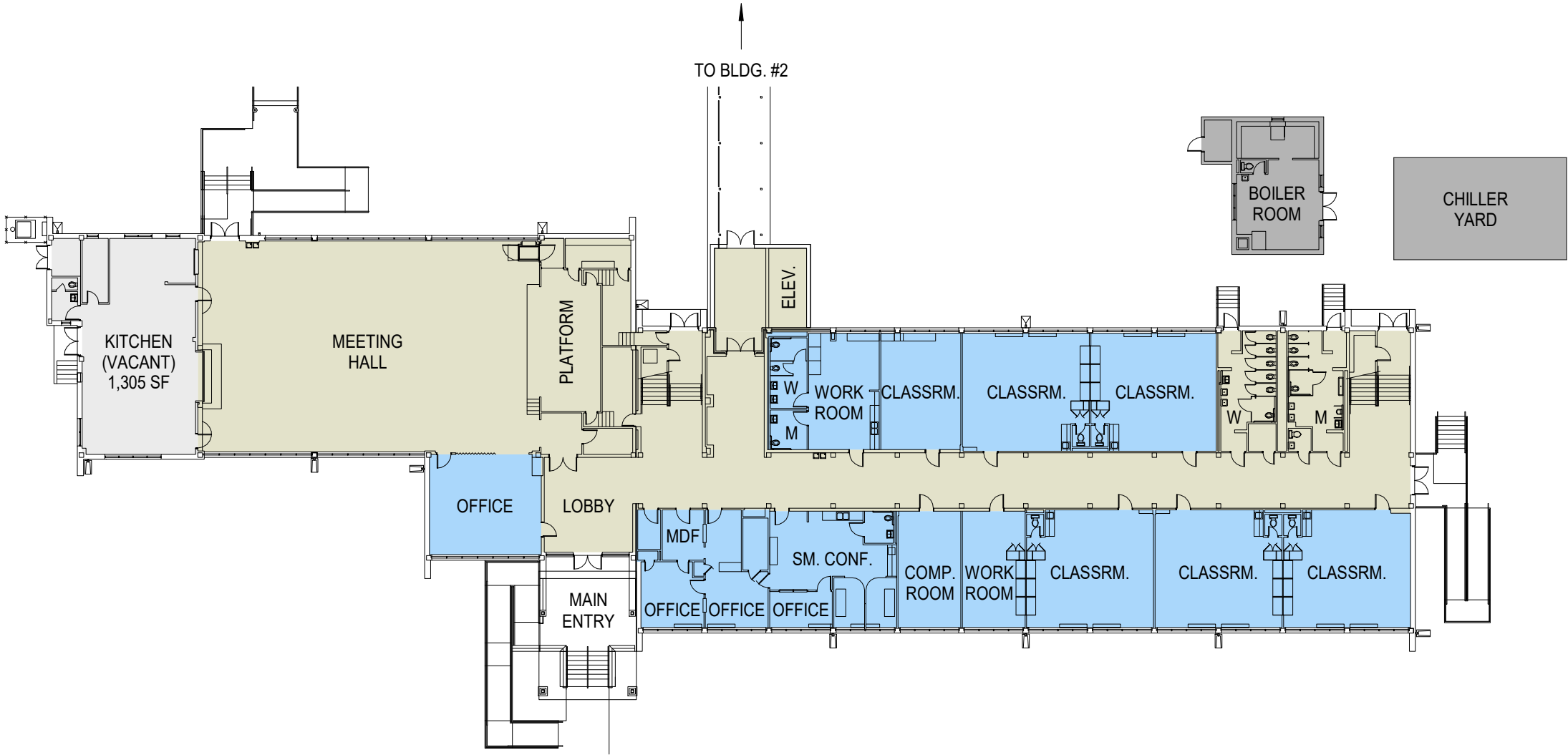


ALAMO COMMUNITY COLLEGES DISTRICT
EASTSIDE EDUCATION & TRAINING CENTER

4551 DIETRICH ROAD, SAN ANTONIO, TX 78219

EXISTING	
BUILDING #1 (LEVEL 1)	
TOTAL AREA:	17,559 SF
COMMON AREAS	8,914 SF
ALAMO COLLEGES	7,340 SF
VACANT AREAS	1,305 SF
PLANT SERVICES	

EXISTING CONDITIONS





ALAMO
COLLEGES

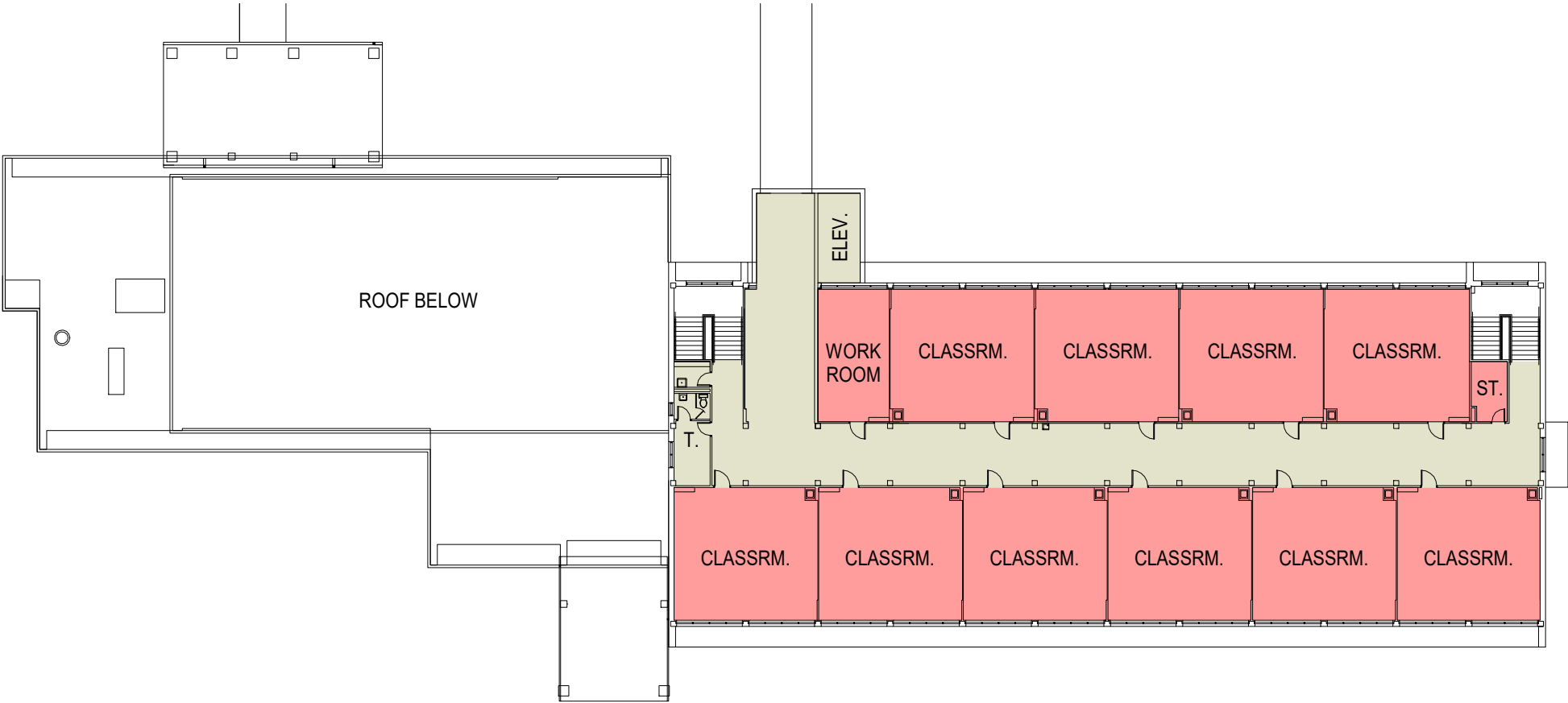


ALAMO COMMUNITY COLLEGES DISTRICT
EASTSIDE EDUCATION & TRAINING CENTER

4551 DIETRICH ROAD, SAN ANTONIO, TX 78219

EXISTING	
BUILDING #1 (LEVEL 2)	
TOTAL AREA	10,744 SF
COMMON AREAS	3,103 SF
GOODWILL	7,641 SF

EXISTING CONDITIONS

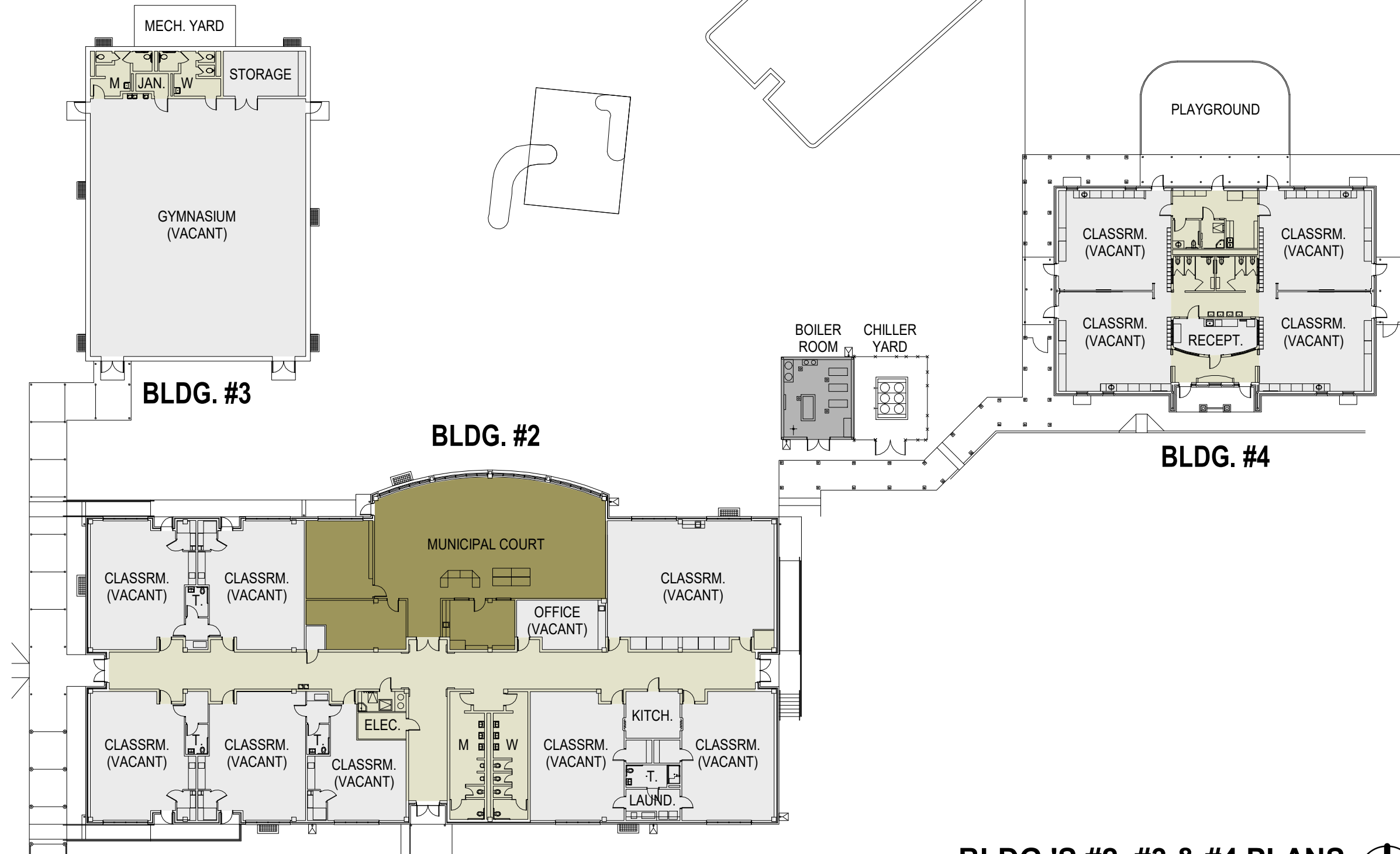


ALAMO
COLLEGES

ALAMO COMMUNITY COLLEGES DISTRICT
EASTSIDE EDUCATION & TRAINING CENTER

4551 DIETRICH ROAD, SAN ANTONIO, TX 78219

EXISTING CONDITIONS



EXISTING

BUILDING #2	
TOTAL AREA	14,931 SF
COMMON AREAS	3,476 SF
CoSA	2,952 SF
VACANT AREAS	8,503 SF

BUILDING #3	
TOTAL AREA	4,687 SF
COMMON AREAS	450 SF
VACANT AREAS	4,237 SF

BUILDING #4	
TOTAL AREA	4,421 SF
COMMON AREAS	995 SF
VACANT AREAS	3,426 SF

BLDG.'S #2, #3 & #4 PLANS

SCALE: 1" = 30'-0"



MP-07

09/28/2017

Asset Detail Report

By Asset Number

Region: The Alamo Colleges **Asset:** Main Building
Campus: Eastside Education & Training Center **Asset Number:** 0001

Assets are ordered by Asset Number **Currency:** USD

Statistics

FCI Cost:	3,702,067	FCI:	0.62
RI Cost:	4,617,242	RI:	0.77
Total Requirements Cost:	4,617,246		
Current Replacement Value:	5,967,984	Date of most Recent Assessment:	Jan 14, 2016

Type	Building	Construction Type	
Area	33,500 SF	Historical Category	
Use	School		
Floors	2		
Address 1	4551 Dietrich Rd	City	San Antonio
Address 2	-	State/Province/Region	UNITED STATES OF AMERICA
Year Constructed	1964	Zip/Postal Code	78219
Year Renovated	1988	Architect	-
Ownership	Leased	Commission Date	-
		Decommission Date	-

Photo



IMG_0023

Asset Description

Requirements

Asset Detail Report

By Asset Number

Requirement Name	Renewal	Prime System	Category	Priority	Action Date	Estimated Cost
Accessible Ramp - Exterior Concrete Renewal	Yes	B1014 - Ramps	Beyond Useful Life	3- Necessary - Not Yet Critical (3-5 Years)	Jan 14, 2021	14,708
Exterior Stairs - Concrete Renewal	Yes	B1015 - Exterior Stairs and Fire Escapes	Beyond Useful Life	3- Necessary - Not Yet Critical (3-5 Years)	Jan 14, 2021	21,840
Aluminum Windows Renewal	Yes	B2020 - Exterior Windows	Beyond Useful Life	1- Currently Critical (Address Now)	Jan 14, 2016	466,523
Door Assembly - 6 x 7 HM Renewal	Yes	B2030 - Exterior Doors	Beyond Useful Life	1- Currently Critical (Address Now)	Jan 14, 2016	41,263
Door Assembly - 3 x 7 HM Renewal	Yes	B2030 - Exterior Doors	Beyond Useful Life	3- Necessary - Not Yet Critical (3-5 Years)	Jan 14, 2019	10,668
Gutters and Downspouts - Aluminum Renewal	Yes	B30 - Roofing	Beyond Useful Life	3- Necessary - Not Yet Critical (3-5 Years)	Jan 14, 2021	6,560
Modified Bitumen Renewal	Yes	B30 - Roofing	Beyond Useful Life	3- Necessary - Not Yet Critical (3-5 Years)	Jan 14, 2023	2,395
BUR (Built-Up Roofing) Renewal	Yes	B30 - Roofing	Beyond Useful Life	3- Necessary - Not Yet Critical (3-5 Years)	Jan 1, 1984	231,263
Restroom - Complete - Single Renewal	Yes	C10 - Interior Construction	Beyond Useful Life	1- Currently Critical (Address Now)	Jan 14, 2016	79,202
Restroom - Shower - Add Renewal	Yes	C10 - Interior Construction	Beyond Useful Life	1- Currently Critical (Address Now)	Jan 14, 2016	5,641
Restroom - Complete - Gang, Custom Renewal	Yes	C10 - Interior Construction	Beyond Useful Life	1- Currently Critical	Jan 14, 2016	61,146

Asset Detail Report

By Asset Number

Requirement Name	Renewal	Prime System	Category	Priority	Action Date	Estimated Cost
CMU Walls - Glazed 2 Sides Renewal	Yes	C1010 - Partitions	Beyond Useful Life	(Address Now) 3- Necessary - Not Yet Critical (3-5 Years)	Jan 14, 2021	280,575
Windows/Storefront Partitions - Average Renewal	Yes	C1010 - Partitions	Beyond Useful Life	1- Currently Critical (Address Now)	Jan 14, 2016	368
Swinging Doors - Pair - 6 x 7 Wd - NR Renewal	Yes	C1020 - Interior Doors	Beyond Useful Life	1- Currently Critical (Address Now)	Jan 14, 2016	8,115
Swinging Doors - 3 x 7 Wd - NR Renewal	Yes	C1020 - Interior Doors	Beyond Useful Life	3- Necessary - Not Yet Critical (3-5 Years)	Jan 14, 2021	132,782
Fittings - Signage (Room Numbering and Identification) Renewal	Yes	C1035 - Identifying Devices	Beyond Useful Life	1- Currently Critical (Address Now)	Jan 14, 2016	16,557
Paint Masonry/Epoxy Finish - Economy Renewal	Yes	C3010 - Wall Finishes	Beyond Useful Life	3- Necessary - Not Yet Critical (3-5 Years)	Jan 14, 2021	4,700
Painted Finish - Average (1 Coat Prime - 2 Coats Finish) Renewal	Yes	C3010 - Wall Finishes	Beyond Useful Life	1- Currently Critical (Address Now)	Jan 14, 2016	10,200
Paint Masonry/Epoxy Finish - Economy Renewal	Yes	C3010 - Wall Finishes	Beyond Useful Life	1- Currently Critical (Address Now)	Jan 14, 2016	70,500
Raised Wood Paneling - Economy Renewal	Yes	C3010 - Wall Finishes	Beyond Useful Life	1- Currently Critical (Address Now)	Jan 14, 2016	46,364
Wood Flooring - Average Renewal	Yes	C3020 - Floor Finishes	Beyond Useful Life	3- Necessary - Not Yet Critical (3-5 Years)	Jan 14, 2021	14,635

Asset Detail Report

By Asset Number

Requirement Name	Renewal	Prime System	Category	Priority	Action Date	Estimated Cost
Terrazzo - Cast-in-Place Renewal	Yes	C3020 - Floor Finishes	Beyond Useful Life	3- Necessary - Not Yet Critical (3-5 Years)	Jan 14, 2021	161,297
Quarry Tile Renewal	Yes	C3020 - Floor Finishes	Beyond Useful Life	1- Currently Critical (Address Now)	Jan 14, 2016	46,314
VCT - Average Renewal	Yes	C3020 - Floor Finishes	Beyond Useful Life	3- Necessary - Not Yet Critical (3-5 Years)	Jan 14, 2021	46,449
Carpeting - Broadloom - Economy Renewal	Yes	C3020 - Floor Finishes	Beyond Useful Life	1- Currently Critical (Address Now)	Jan 14, 2016	4,998
VCT - Average Renewal	Yes	C3020 - Floor Finishes	Beyond Useful Life	1- Currently Critical (Address Now)	Jan 14, 2016	78,515
ACT System - Standard Renewal	Yes	C3030 - Ceiling Finishes	Beyond Useful Life	3- Necessary - Not Yet Critical (3-5 Years)	Jan 14, 2023	4,110
Painted - Open to Structure Renewal	Yes	C3030 - Ceiling Finishes	Beyond Useful Life	1- Currently Critical (Address Now)	Jan 14, 2016	3,793
GWB Taped and Finished Renewal	Yes	C3030 - Ceiling Finishes	Beyond Useful Life	2- Potentially Critical (0-2 Years)	Jan 14, 2018	7,863
ACT System - Standard Renewal	Yes	C3030 - Ceiling Finishes	Beyond Useful Life	3- Necessary - Not Yet Critical (3-5 Years)	Jan 14, 2021	182,484
ACT System - Standard Renewal	Yes	C3030 - Ceiling Finishes	Beyond Useful Life	1- Currently Critical (Address Now)	Jan 14, 2016	45,621
Water Coolers - Wall-Mounted Dual-Height (Each) Renewal	Yes	D2010 - Plumbing Fixtures	Beyond Useful Life	3- Necessary - Not Yet Critical (3-5 Years)	Jan 14, 2020	11,442

Asset Detail Report

By Asset Number

Requirement Name	Renewal	Prime System	Category	Priority	Action Date	Estimated Cost
Kitchenette - Cabinet, Counter and Sink Renewal	Yes	D2010 - Plumbing Fixtures	Beyond Useful Life	Years) 1- Currently Critical (Address Now)	Jan 14, 2016	12,996
Custodial/Utility Sinks - Each Renewal	Yes	D2010 - Plumbing Fixtures	Beyond Useful Life	1- Currently Critical (Address Now)	Jan 14, 2016	8,509
Water Dist Complete - Average Renewal	Yes	D2020 - Domestic Water Distribution	Beyond Useful Life	1- Currently Critical (Address Now)	Jan 14, 2016	107,465
Water Heater - Gas - Comm (SF) Renewal	Yes	D2020 - Domestic Water Distribution	Beyond Useful Life	1- Currently Critical (Address Now)	Jan 14, 2016	70,214
Sanitary Waste - Gravity Disch - Average Renewal	Yes	D2030 - Sanitary Waste	Beyond Useful Life	1- Currently Critical (Address Now)	Jan 14, 2016	87,495
Natural Gas Supply for Bldg - 4" Feed (SF) Renewal	Yes	D2090 - Other Plumbing Systems	Beyond Useful Life	1- Currently Critical (Address Now)	Jan 14, 2016	189,079
Natural Gas Supply for Bldg - 2" Feed (SF) Renewal	Yes	D2090 - Other Plumbing Systems	Beyond Useful Life	1- Currently Critical (Address Now)	Jan 14, 2016	3,414
Boiler HW - Gas-Fired - Average Renewal	Yes	D3020 - Heat Generating Systems	Beyond Useful Life	2- Potentially Critical (0-2 Years)	Jan 14, 2018	155,826
Chiller - Reciprocating - Air-Cooled Renewal	Yes	D3030 - Cooling Generating Systems	Beyond Useful Life	1- Currently Critical (Address Now)	Jan 14, 2016	265,186
Fan Coil System - Cabinet - Cooling Only - 2 Pipe Renewal	Yes	D3040 - Distribution Systems	Beyond Useful Life	2- Potentially Critical (0-2 Years)	Jan 14, 2018	268,133
Exhaust System - Kitchen - Commercial Renewal	Yes	D3040 - Distribution Systems	Beyond Useful Life	1- Currently Critical (Address	Jan 14, 2016	18,968

Asset Detail Report

By Asset Number

Requirement Name	Renewal	Prime System	Category	Priority	Action Date	Estimated Cost
Exhaust System - Restroom w/Roof Fan Renewal	Yes	D3040 - Distribution Systems	Beyond Useful Life	Now) 1- Currently Critical (Address Now)	Jan 14, 2016	16,083
Central AHU - Const Volume w/Distribution Renewal	Yes	D3040 - Distribution Systems	Beyond Useful Life	1- Currently Critical (Address Now)	Jan 14, 2016	25,598
Window AC Units (Each) Renewal	Yes	D3050 - Terminal and Package Units	Beyond Useful Life	1- Currently Critical (Address Now)	Jan 14, 2016	9,244
Thru-Wall Units - Cooling w/Electric Heat Renewal	Yes	D3050 - Terminal and Package Units	Beyond Useful Life	1- Currently Critical (Address Now)	Jan 14, 2016	2,935
Ductless Split System, Cooling only, single zone, wall mount Renewal	Yes	D3050 - Terminal and Package Units	Beyond Useful Life	3- Necessary - Not Yet Critical (3-5 Years)	Jan 14, 2022	3,698
Kitchen Hood Suppression Renewal	Yes	D40 - Fire Protection	Beyond Useful Life	1- Currently Critical (Address Now)	Jan 14, 2016	8,844
Distribution System - Medium Capacity Renewal	Yes	D5010 - Electrical Service and Distribution	Beyond Useful Life	2- Potentially Critical (0-2 Years)	Jan 14, 2018	274,777
Main Electrical Service 09 - 1200A 480Y/277V Renewal	Yes	D5012 - Low Tension Service and Dist.	Beyond Useful Life	2- Potentially Critical (0-2 Years)	Jan 14, 2018	121,541
Main Electrical Service 04 - 400A 208Y/120V Renewal	Yes	D5012 - Low Tension Service and Dist.	Beyond Useful Life	2- Potentially Critical (0-2 Years)	Jan 14, 2018	17,558
Lighting - Exterior - HID Wall Packs Renewal	Yes	D5020 - Lighting and Branch Wiring	Beyond Useful Life	1- Currently Critical (Address Now)	Jan 14, 2016	7,097
Branch Wiring - Equipment & Devices - Average Density Renewal	Yes	D5021 - Branch Wiring Devices	Beyond Useful Life	1- Currently Critical (Address	Jan 14, 2016	82,722

Asset Detail Report

By Asset Number

Requirement Name	Renewal	Prime System	Category	Priority	Action Date	Estimated Cost
Lighting Fixtures - Average Density Renewal	Yes	D5022 - Lighting Equipment	Beyond Useful Life	Now) 1- Currently Critical (Address Now)	Jan 14, 2016	141,147
Public Address System - Average Density Renewal	Yes	D5031 - Public Address and Music Systems	Beyond Useful Life	1- Currently Critical (Address Now)	Jan 14, 2016	60,184
Telephone System - Average Density Renewal	Yes	D5033 - Telephone Systems	Beyond Useful Life	1- Currently Critical (Address Now)	Jan 14, 2016	88,686
Clock System - Average Building Renewal	Yes	D5036 - Clock and Program Systems	Beyond Useful Life	1- Currently Critical (Address Now)	Jan 14, 2016	128,605
Security System - Average Density Renewal	Yes	D5038 - Security and Detection Systems	Beyond Useful Life	1- Currently Critical (Address Now)	Jan 14, 2016	63,874
D5039 - LAN System - Average Density Renewal	Yes	D5039 - Local Area Networks	Beyond Useful Life	2- Potentially Critical (0-2 Years)	Jan 14, 2018	116,917
Exit Signs - Average Density Renewal	Yes	D5092 - Emergency Light and Power Systems	Beyond Useful Life	1- Currently Critical (Address Now)	Jan 14, 2016	19,051
Kitchen Equipment - Average Renewal	Yes	E - Equipment and Furnishings	Beyond Useful Life	1- Currently Critical (Address Now)	Jan 14, 2016	42,450
Theater Curtains Renewal	Yes	E - Equipment and Furnishings	Beyond Useful Life	1- Currently Critical (Address Now)	Jan 14, 2016	41,009
Cabinets - Wardrobe Renewal	Yes	E - Equipment and Furnishings	Beyond Useful Life	3- Necessary - Not Yet Critical (3-5 Years)	Jan 14, 2021	27,500
Cabinets - Wardrobe Renewal	Yes	E - Equipment and	Beyond Useful Life	1- Currently Critical	Jan 14, 2016	11,550

Asset Detail Report

By Asset Number

Requirement Name	Renewal	Prime System	Category	Priority	Action Date	Estimated Cost
		Furnishings		(Address Now)		
Total						4,617,246

Asset Detail Report

By Asset Number

Region: The Alamo Colleges

Asset: Main Building Boiler Room

Campus: Eastside Education & Training Center

Asset Number: 0002

Assets are ordered by Asset Number

Currency: USD

Statistics

FCI Cost:	41,627	FCI:	0.33
RI Cost:	60,308	RI:	0.48
Total Requirements Cost:	60,308		
Current Replacement Value:	126,541	Date of most Recent Assessment:	Jan 14, 2016

Type	Building	Construction Type	
Area	669 SF	Historical Category	
Use	Site Utility		
Floors	1		
Address 1	4551 Dietrich Rd	City	San Antonio
Address 2	-	State/Province/Region	UNITED STATES OF AMERICA
Year Constructed	1964	Zip/Postal Code	78219
Year Renovated	1988	Architect	-
Ownership	Leased	Commission Date	-
		Decommission Date	-

Photo



IMG_0011

Asset Description

Requirements

Asset Detail Report

By Asset Number

Requirement Name	Renewal	Prime System	Category	Priority	Action Date	Estimated Cost
Metal Wall Louvers Renewal	Yes	B2013 - Exterior Louvers, Screens, and Fencing	Beyond Useful Life	3- Necessary - Not Yet Critical (3-5 Years)	Jan 1, 2014	2,162
Steel Windows Renewal	Yes	B2020 - Exterior Windows	Beyond Useful Life	1- Currently Critical (Address Now)	Jan 14, 2016	4,617
Door Assembly - 3 x 7 Wood Renewal	Yes	B2030 - Exterior Doors	Beyond Useful Life	1- Currently Critical (Address Now)	Jan 14, 2016	6,011
Door Assembly - 6 x 7 HM Renewal	Yes	B2030 - Exterior Doors	Beyond Useful Life	3- Necessary - Not Yet Critical (3-5 Years)	Jan 14, 2019	6,877
BUR (Built-Up Roofing) Renewal	Yes	B30 - Roofing	Beyond Useful Life	3- Necessary - Not Yet Critical (3-5 Years)	Jan 14, 2021	7,367
Restroom - Complete - Single Renewal	Yes	C10 - Interior Construction	Beyond Useful Life	3- Necessary - Not Yet Critical (3-5 Years)	Jan 14, 2021	11,315
Swinging Doors - 3 x 7 Wd - NR Renewal	Yes	C1020 - Interior Doors	Beyond Useful Life	1- Currently Critical (Address Now)	Jan 14, 2016	5,011
Restroom Accessories - Economy Renewal	Yes	C1030 - Fittings	Beyond Useful Life	1- Currently Critical (Address Now)	Jan 14, 2016	660
Paint Masonry/Epoxy Finish - Economy Renewal	Yes	C3010 - Wall Finishes	Beyond Useful Life	1- Currently Critical (Address Now)	Jan 14, 2016	2,820
Water Dist Complete - Low Volume Renewal	Yes	D2020 - Domestic Water Distribution	Beyond Useful Life	1- Currently Critical (Address Now)	Jan 14, 2016	1,092
Sanitary Waste - Gravity Disch - Average Renewal	Yes	D2030 - Sanitary Waste	Beyond Useful Life	1- Currently Critical	Jan 14, 2016	1,747

Asset Detail Report

By Asset Number

Requirement Name	Renewal	Prime System	Category	Priority	Action Date	Estimated Cost
				(Address Now)		
Pneumatic Controls - Basic Renewal	Yes	D3060 - Controls and Instrumentation	Beyond Useful Life	1- Currently Critical (Address Now)	Jan 14, 2016	1,970
DDC System - Basic Renewal	Yes	D3060 - Controls and Instrumentation	Beyond Useful Life	1- Currently Critical (Address Now)	Jan 14, 2016	852
Fire Extinguishers - Dry Chem w/Cabinet (Each) Renewal	Yes	D40 - Fire Protection	Beyond Useful Life	2- Potentially Critical (0-2 Years)	Jan 14, 2018	382
Feeder - Light Service Renewal	Yes	D5010 - Electrical Service and Distribution	Beyond Useful Life	2- Potentially Critical (0-2 Years)	Jan 14, 2018	580
Distribution System - Light Capacity Renewal	Yes	D5010 - Electrical Service and Distribution	Beyond Useful Life	2- Potentially Critical (0-2 Years)	Jan 14, 2018	3,492
Lighting - Exterior - HID Wall Packs Renewal	Yes	D5020 - Lighting and Branch Wiring	Beyond Useful Life	1- Currently Critical (Address Now)	Jan 14, 2016	507
Branch Wiring - Equipment & Devices - Light Density Renewal	Yes	D5021 - Branch Wiring Devices	Beyond Useful Life	2- Potentially Critical (0-2 Years)	Jan 14, 2018	549
Lighting Fixtures - Light Density Renewal	Yes	D5022 - Lighting Equipment	Beyond Useful Life	1- Currently Critical (Address Now)	Jan 14, 2016	2,297
Total						60,308

TEXAS HISTORICAL COMMISSION

real places telling real stories

September 17, 2018

Delicia Herrera
Director, Eastside Education Training Center (EETC)
Alamo Colleges
4551 Dietrich Rd
San Antonio, TX 78219

Re: *Project Review under Section 106 of the National Historic Preservation Act, Alamo College Eastside Education and Training Center, San Antonio, Bexar County (EDA/106, THC #201812849)*

Ms. Herrera:

Thank you for your correspondence regarding the above-referenced project. This letter serves as comment on the proposed undertaking from the State Historic Preservation Officer, the Executive Director of the Texas Historical Commission (THC).

The History Programs Division staff, led by Caitlin Brashear, has completed its review of the project, which proposes to renovate the former Pfeiffer Elementary campus for use as an eastside jobs training facility. We concur that the proposed project work at this location, will have **no effect** on historic properties and may proceed as proposed.

It should be noted, however, that the main campus building (referred to as Building 1 in the above-referenced report), is a historic-age building (c.1966) which represents a good example of mid-century Modern school building. Per a conversation with Aline Yoldi of Pfluger Architects, renovations to Building 1 will be limited to the interior of the building and include such items as interior painting and HVAC updates. If any future proposed work includes major alteration to the interior of Building 1, or to the exterior of the building, that proposed work will need to be submitted to the THC for review.

We look forward to future consultation with your office and hope to maintain a partnership that will foster effective historic preservation. Thank you for your cooperation in this federal review process, and for your efforts to preserve the irreplaceable heritage of Texas. If you have any questions concerning our review, or if we can be of further assistance, please contact Caitlin Brashear at 512-463-5851 or caitlin.brashear@thc.texas.gov.

Sincerely,



Caitlin Brashear, Historian, Federal Programs
For: Mark Wolfe, State Historic Preservation Officer

