

Request for Qualifications 19RFQ082 Testing and Balancing On Call Services

Date	Event
November 27, 2018 December 4, 2018	Advertise/Issue Date
December 11, 2018	Pre-Proposal Conference at 10:00 AM Austin ISD Carruth Administration Center 1111 West 6th Street Suite B-300. PLEASE ALLOW TIME TO PARK!
December 17, 2018	Due Date for Questions by 5:00 pm
December 20, 2018	Questions and Answers posted on our website
January 15, 2019	RFQ opening / due date at 2:00 pm CST
February 25, 2019	AISD Board Meeting for review/approval

Deliver Sealed Proposals to:

**Austin ISD
Contract & Procurement Services
1111 West 6th Street
Building A, Suite 330
Austin, TX 78703**

Contact:

**Jennifer Nix
Contract & Procurement Services
Phone: 512-414-2241
jennifer.nix@austinisd.org**

- Questions must be submitted via e-mail to the contact person listed above.
In the e-mail subject line, type: *Questions 19RFQ082- Testing and Balancing On Call Services*
- Q & A and Addenda will be posted on our website: www.austinisd.org/cp/bids
- Proposals are due no later than 2:00 pm on the date indicated. Your proposals must be delivered by mail or hand delivery in a sealed envelope or carton. Proposals received after the specified time shall not be considered.
- **Please submit the following:**
 - Required**
 - One (1) hard copy marked “original” – include signed “required” forms
 - Requested**
 - One (1) digital copy on a flash drive – include signed “required” forms
 - One (1) hard copy marked “copy”
- FAX, e-mail or other electronic proposals **will not be accepted.**
- Proposals must be plainly marked with **name and address of the Offeror and the RFQ number and Title above.**

Section 1

The Austin ISD is accepting responses to this RFQ to contract with highly qualified and experienced HVAC test and balance firms directly with the District, reporting to the Construction Management office. These firms will not be precluded from work as sub-consultants on other projects, except Program Management. These services may be specialized and/or limited in scope and duration. Selection will be on the basis of professional qualifications.

The solicitation consists of the following documents and all addenda that may be issued:

Request for Qualifications

Exhibit "A" – Prospectus

- Attachment 1 – Testing and Balancing Overview

Exhibit "B" –Agreement Between Owner and Architect/Engineer

The Austin Independent School District (AISD) intends to select firms for the project noted in the Prospectus (Exhibit "A") on the basis of professional qualifications. In order to be considered for selection, firms proposing to be considered must fully complete the forms included in this Request for Qualifications (RFQ). Please follow the format listed below.

Tab 1: General Information

Tab 2: References

Tab 3: Projects (include requested information for sub-consultants also)

Tab 4: Workload (include requested information for sub-consultants also)

Tab 5: Organization Chart

Tab 6: Miscellaneous

- Cost Control
- Construction Administration
- Accelerated Schedule
- Energy/Utility Conservation and Sustainability

Tab 7: Other Forms

- Authorization Form
- Disclosure Form
- Felony Conviction Notice Form
- Suspension and Debarment Certification

Tab 8: HUB Compliance Documents

An AISD Selection Panel will evaluate all submittals with the anticipation of making recommendations to the Superintendent. The AISD Board of Trustees will take action on the consultant's selection recommendation during a regularly scheduled Board meeting, if required.

AISD will conduct a pre-submission conference to allow questions to be asked related to the RFQ. Also, the pre-submission conference is an opportunity for design professionals to meet and discuss sub-consultant and teaming possibilities and Historically Underutilized Business opportunities in preparation of their responses.

AISD will conduct interviews with the top ranked respondents. If selected, your firm will be contacted to schedule an interview.

Attached is the AISD Agreement between Owner and Architect/Engineer (Exhibit "B"). It includes various insurance provisions, including professional liability coverage, and related requirements. Since Article II of the Agreement includes provisions related to fees and fees are **not** part of the District's selection process, Article II has been deleted from the Agreement for purposes of the RFQ to avoid any perception to the contrary. However, please note that AISD intends to negotiate fees based on scope of work and expected effort, not a fixed percentage. More information will be given at the pre-submission conference.

In the event any project for which your firm will involve roofing design, including roofing replacement, repairs, penetrations, curbs or supports for mechanical or other equipment, or the project will affect the roof in any way, you will need to include a roofing consultant in your response. Include a complete resume for the individual(s) actually performing the roofing design, including a detailed description of their qualifications, experience and credentials.

AISD encourages full participation in all phases of procurement activities and shall afford a full and fair opportunity to all vendors to compete for District contracts. Historically Underutilized Businesses are businesses in which at least 51 percent of the ownership and management is by minority group members or women, or in the case of a publicly owned business, at least 51 percent of the stock is owned and managed by minority group members or women in all phases of the procurement.

Responding firms are advised to determine if they are required under Chapter 176 of the Texas Local Government Code to file a completed conflict of interest questionnaire with AISD. If completion of the questionnaire is required, the Conflict of Interest Questionnaire (Form CIQ) should be completed and submitted online at:

<https://www.austinisd.org/cp/cis>

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Texas Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

After the AISD Board of Trustees selects the Offeror, the successful Offeror will be required to complete an electronic Form 1295 ("Form 1295") on the Texas Ethics Commission website at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm and submit the completed and executed Form 1295, including the certification of filing, to AISD prior to entering into a contract with AISD in accordance with this statute. Additional information is available on the Texas Ethics Commission website at www.ethics.state.tx.us. Submission of a response to this Request for Proposals indicates the responding firm's acceptance and intended compliance with these requirements.

The responding firms, or their agents, shall undertake no activities, actions, or contacts to promote or advertise their RFQ submissions to the AISD Board of Trustees, Superintendent, central office administrators, administering committees, and/or members of the Selection Panel. Violation of this provision will be grounds for disqualification of the responding firm.

The responding firms, or their agents, shall undertake no activities, actions or contacts to promote or advertise their responses to the AISD Board of Trustees, Superintendent, central office administrators, or members of the Construction Management Department staff.

Violation of this provision will be grounds for disqualification of the responding firm.

Authorized communications are to be with the designated AISD contact person as indicated on page 1 of the RFQ. Any substantive clarification or revision of the RFQ will be made only by RFQ Addendum in accordance with Section 2.

Responding firms shall not be eligible to be considered for this solicitation if the responding firms, or their agents, engaged in or attempted to engage in prohibited communications.

Section 2

AISD specifically requires that responding firms restrict all contact and questions regarding this Request for Qualifications to the Contact Person listed on the cover page.

Any changes to this RFQ will be provided in the form of a written addendum to this RFQ. Such addendum will be disseminated to potential respondents by publication on AISD's web site as follows: <https://www.austinisd.org/cp/bids> and AISD's online planroom at: www.planroom.millerids.com.

It is the obligation of each responding firm to make sure prior to submitting a response, that it has received all Addenda in connection with this RFQ. Copies of Addenda issued to this RFQ can be obtained from the Contact Person.

Only those responses to inquiries which are made by formal written Addenda shall be binding. Oral and other interpretations or clarifications will be without legal effect, and shall not be binding on AISD. The responding firm must acknowledge receipt of all Addenda in its submittal. However, each responding firm will be bound by the terms of all Addenda, and its submittal will be construed to include the information contained in the Addenda, whether or not the responding firm has received them or acknowledged receipt.

TAB 1 – GENERAL INFORMATION

NAME OF FIRM: _____

BUSINESS ADDRESS: _____

TELEPHONE NUMBER: _____

TYPE OF ORGANIZATION: (Individual, Partnership, Corporation, Association)

NUMBER OF YEARS FIRM IN BUSINESS: _____

Give a brief history of your firm, including date established, record of growth, type of work, and any specialties.

What do you believe is **unique** about your firm’s potential contribution to AISD facilities?

If you want to attach a brochure or other printed material, which describes your firm’s services, organization, and examples of your school projects you may do so, but it is not required.

1.	Principals:	Texas Architect/Engineer Registration No.:
	_____	_____
	_____	_____
	_____	_____

2. Full-Time Employees (minimum 32-hours/week):

No. of Registered Architects, excluding Principals: _____

No. of Registered Engineers, excluding Principals (by type):

_____	_____
_____	_____
_____	_____

No. of Drafters/CAD Operators: _____

No. of Clerical Employees: _____

3. Part-Time Employees (minimum 16-hour/week, by type):

_____	_____
_____	_____
_____	_____
_____	_____

4. Include a resume for each principal and associate with your firm. Please feel free to provide professional citations (both nominations and actual awards).

5. Services Proposed:

<u>Services</u>	<u>Performed by Your Firm</u>	<u>Performed by Sub-Consultant (firm name)</u>
Architectural:	<input type="radio"/>	<input type="radio"/> _____
Structural:	<input type="radio"/>	<input type="radio"/> _____
Mechanical:	<input type="radio"/>	<input type="radio"/> _____
Electrical:	<input type="radio"/>	<input type="radio"/> _____
Civil:	<input type="radio"/>	<input type="radio"/> _____
Other:	<input type="radio"/>	<input type="radio"/> _____

6. Professional Liability Insurance

Have any claims been made against your firm for errors and omissions in the past five (5) years?

Yes No

If so, what was the dispensation of the claim or claims?

TAB 2 – REFERENCES

Provide three references for representative building projects for which Architectural/Engineering Services were performed in the last eight (8) years, beginning with projects in Austin and/or a school district (K-12) if available.

1. Project: _____

Scope of Project: _____

Services Performed: _____

Client: _____

Contact person: _____

Telephone Number: _____ Email: _____

2. Project: _____

Scope of Project: _____

Services Performed: _____

Client: _____

Contact person: _____

Telephone Number: _____ Email: _____

3. **Project:** _____

Scope of Project: _____

Services Performed: _____

Client: _____

Contact person: _____

Telephone Number: _____

Email: _____

TAB 3 – PROJECTS

Provide six (6) representative building projects for which Architectural/Engineering Services were performed in the last eight (8) years, beginning with projects in Austin and/or a school district (K-12) if available. If project was done by a principal/partner/employee while at another firm, clearly note in “Services Performed”.

1. Project: _____

Scope of Project: _____

Services Performed: _____

Number of Change Orders: _____

Describe: _____

Construction Cost: _____ Date Construction Complete: _____

Client: _____

Contact Person: _____ Telephone Number: _____

2. Project: _____

Scope of Project: _____

Services Performed: _____

Number of Change Orders: _____

Describe: _____

Construction Cost: _____ Date Construction Complete: _____

Client: _____

Contact Person: _____ Telephone Number: _____

3. Project: _____

Scope of Project: _____

Services Performed: _____

Number of Change Orders: _____

Describe: _____

Construction Cost: _____ Date Construction Complete: _____

Client: _____

Contact Person: _____ Telephone Number: _____

4. Project: _____

Scope of Project: _____

Services Performed: _____

Number of Change Orders: _____

Describe: _____

Construction Cost: _____ Date Construction Complete: _____

Client: _____

Contact Person: _____ Telephone Number: _____

5. Project: _____

Scope of Project: _____

Services Performed: _____

Number of Change Orders: _____

Describe: _____

Construction Cost: _____ Date Construction Complete: _____

Client: _____

Contact Person: _____ Telephone Number: _____

6. Project: _____

Scope of Project: _____

Services Performed: _____

Number of Change Orders: _____

Describe: _____

Construction Cost: _____ Date Construction Complete: _____

Client: _____

Contact Person: _____ Telephone Number: _____

TAB 4 – WORKLOAD

List current workload (five largest projects):

<u>Project Name/Type</u>	<u>Constr. Cost</u>	<u>% Completed</u>	<u>Est. Compl. Date</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

List remaining workload (combined):

Number of Projects: _____ Total Construction Cost: _____

Tab 5 – Organization Chart

Provide proposed organization chart for completing AISD project work.

Tab 6 – Miscellaneous

1. Cost Control

Explain the method used by your firm to arrive at anticipated construction cost and provide reasons for using the method. Provide applicable examples of project cost containment, budget management, and value engineering efforts:

2. Construction Administration

Explain your construction administration procedures.

3. Accelerated Schedule

Explain the methods and management techniques you use to accomplish an aggressive schedule for design and construction. Provide examples of successful projects with comparable stringent schedules.

4. Energy/Utility Conservation and Sustainability

Provide a summary of your energy and utility conservation and sustainability related design experience.

Tab 7 – Other Forms

Provide completed Authorization Form, Felony Conviction Notice Form and Suspension and Debarment Certification Form.

AUTHORIZATION FORM

The foregoing is true and correct. The Austin Independent School District, or any authorized representative of the Austin Independent School District, is authorized by the undersigned to contact any firm, institution, or person listed above to obtain information about our firm's services, financial condition, and any other information, which the Austin Independent School District might determine as being desirable.

Firm: _____

By: _____

Title: _____

Date: _____

FELONY CONVICTION NOTICE FORM

Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code §44.034.

FELONY CONVICTION NOTIFICATION

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the 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".

Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract".

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

VENDOR'S NAME: _____

AUTHORIZED COMPANY OFFICIAL'S NAME: _____

- A. My firm is a publicly-held corporation, therefore, this reporting requirement is not applicable.

Signature of Company Official: _____

- B. My firm is not owned nor operated by anyone who has been convicted of a felony.

Signature of Company Official: _____

- C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

Name of Felon(s): _____

(Attach additional sheet if necessary)

Details of Conviction(s): _____

(attach additional sheet if necessary)

Signature of Company Official: _____

SUSPENSION AND DEBARMENT CERTIFICATION

Federal Law (A-102 Common Rule and OMB Circular A-110) prohibits non-federal entities from contracting with or making subawards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000 and all non-procurement transactions (e.g., subawards to subrecipients).

Contractors receiving individual awards of \$25,000 or more and all subrecipients must certify that their organization and its principals are not suspended or debarred by a federal agency.

Before an award of \$25,000 or more can be made by your firm, you must certify that your organization and its principals are not suspended or debarred by a federal agency.

I, the undersigned agent for the firm named below, certify that neither this firm nor its principals are suspended or debarred by a federal agency.

VENDOR'S NAME: _____

Signature of Company Official: _____

Date Signed: _____

Printed name of company official signing above: _____

Tab 8 – HUB Compliance Documents

See separate HUB documents for 19RFQ082.

EXHIBIT "A"

On Call Testing and Balancing Services

Request for Qualifications 19RFQ082

Minimum Qualifications of Firm:

- Firm shall be one which is licensed to do professional services of this specified type and as a minimum have one professional engineer with current registration to perform such professional services.
- Firm shall be a member in good standing of Associated Air Balance Council (AABC) and listed in its current directory.
- Firm shall have a minimum of five (5) years of experience.

SCOPE OF WORK

The Owner requests responses from qualified and experienced firms for providing HVAC test and balance services for the Austin ISD 2017 Bond Program and other projects managed by AISD Construction Management. The testing, adjusting and balancing (TAB) of air conditioning systems will be performed by an impartial independent technical firm whose operations are limited only to the field of professional TAB. TAB work shall be done under direct supervision of a professional engineer, licensed in the State of Texas, and employed by the TAB firm.

Firm's Physical Presence

It is the desire of the Owner that the successful firms have a physical presence within the Austin area. Community contact, design reviews, interaction with local governmental authorities having jurisdiction, construction observation, and other requirements of the required scope of services will require daily physical presence during various phases of the work, which would be difficult to perform from a remote location or on an intermittent schedule. Should any firm not intend to locate within Austin or surrounding counties, this must be clearly stated within the SOQ. An explanation of how the needs of the project as described in the Scope of Work can be fulfilled from the office used must be included in the SOQ.

Services

The District anticipates constructing new buildings and additions and providing renovations to existing buildings in the 2017 Bond Program. Independent Testing Agencies will be required for testing and balancing of the HVAC systems.

EXHIBIT "A"

On Call Testing and Balancing Services

Request for Qualifications 19RFQ082

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Balancing Air Systems:
 - a. Constant-volume air systems.
 - b. Variable-air-volume systems.
 - 2. Balancing Hydronic Piping Systems:
 - a. Constant-flow hydronic systems.
 - b. Variable-flow hydronic systems.
 - c. Primary-secondary hydronic systems.

1.3 DEFINITIONS

- A. AABC: Associated Air Balance Council.
- B. TAB: Testing, adjusting, and balancing.
- C. TABB: Testing, Adjusting, and Balancing Bureau.
- D. TAB Specialist: An entity engaged to perform TAB Work.

1.4 SUBMITTALS

- A. Qualification Data: Within 15 days of Contractor's Notice to Proceed, submit documentation that the TAB contractor and this Project's TAB team members meet the qualifications specified in "Quality Assurance" Article.
- B. Contract Documents Examination Report: Within 15 days of Contractor's Notice to Proceed, submit the Contract Documents review report as specified in Part 3.
- C. Strategies and Procedures Plan: Within 30 days of Contractor's Notice to Proceed, submit TAB strategies and step-by-step procedures as specified in "Preparation" Article.
- D. Certified TAB reports.
- E. Sample report forms.
- F. Instrument calibration reports, to include the following:
 - 1. Instrument type and make.

EXHIBIT "A"

On Call Testing and Balancing Services

Request for Qualifications 19RFQ082

2. Serial number.
3. Application.
4. Dates of use.
5. Dates of calibration.

1.5 QUALITY ASSURANCE

- A. TAB Contractor Qualifications: Engage a TAB entity certified by AABC.
 1. TAB Field Supervisor: Employee of the TAB contractor and certified by AABC.
 2. TAB Technician: Employee of the TAB contractor and who is certified by AABC as a TAB technician.
- B. TAB Conference: Meet with Architect on approval of the TAB strategies and procedures plan to develop a mutual understanding of the details. Require the participation of the TAB field supervisor and technicians. Provide 7 days' advance notice of scheduled meeting time and location.
 1. Agenda Items:
 - a. The Contract Documents examination report.
 - b. The TAB plan.
 - c. Coordination and cooperation of trades and subcontractors.
 - d. Coordination of documentation and communication flow.
- C. Certify TAB field data reports and perform the following:
 1. Review field data reports to validate accuracy of data and to prepare certified TAB reports.
 2. Certify that the TAB team complied with the approved TAB plan and the procedures specified and referenced in this Specification.
- D. TAB Report Forms: Use standard TAB contractor's forms approved by Architect.
- E. Instrumentation Type, Quantity, Accuracy, and Calibration: As described in ASHRAE 111, Section 5, "Instrumentation."

1.6 PROJECT CONDITIONS

- A. Partial Owner Occupancy: Owner may occupy completed areas of building before Substantial Completion. Cooperate with Owner during TAB operations to minimize conflicts with Owner's operations.

1.7 COORDINATION

- A. Notice: Provide 7 days' advance notice for each test. Include scheduled test dates and times.
- B. Perform TAB after leakage and pressure tests on air and water distribution systems have been satisfactorily completed.

EXHIBIT "A"

On Call Testing and Balancing Services

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PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine the Contract Documents to become familiar with Project requirements and to discover conditions in systems' designs that may preclude proper TAB of systems and equipment.
- B. Examine systems for installed balancing devices, such as test ports, gage cocks, thermometer wells, flow-control devices, balancing valves and fittings, and manual volume dampers. Verify that locations of these balancing devices are accessible.
- C. Examine the approved submittals for HVAC systems and equipment.
- D. Examine design data including HVAC system descriptions, statements of design assumptions for environmental conditions and systems' output, and statements of philosophies and assumptions about HVAC system and equipment controls.
- E. Examine ceiling plenums and underfloor air plenums used for supply, return, or relief air to verify that they meet the leakage class of connected ducts as specified in Division 23 Section "Metal Ducts" and are properly separated from adjacent areas. Verify that penetrations in plenum walls are sealed and fire-stopped if required.
- F. Examine equipment performance data including fan and pump curves.
 - 1. Relate performance data to Project conditions and requirements, including system effects that can create undesired or unpredicted conditions that cause reduced capacities in all or part of a system.
 - 2. Calculate system-effect factors to reduce performance ratings of HVAC equipment when installed under conditions different from the conditions used to rate equipment performance. To calculate system effects for air systems, use tables and charts found in AMCA 201, "Fans and Systems," or in SMACNA's "HVAC Systems - Duct Design." Compare results with the design data and installed conditions.
- G. Examine system and equipment installations and verify that field quality-control testing, cleaning, and adjusting specified in individual Sections have been performed.
- H. Examine test reports specified in individual system and equipment Sections.
- I. Examine HVAC equipment and filters and verify that bearings are greased, belts are aligned and tight, and equipment with functioning controls is ready for operation.
- J. Examine terminal units, such as variable-air-volume boxes, and verify that they are accessible and their controls are connected and functioning.
- K. Examine strainers. Verify that startup screens are replaced by permanent screens with indicated perforations.
- L. Examine three-way valves for proper installation for their intended function of diverting or mixing fluid flows.
- M. Examine heat-transfer coils for correct piping connections and for clean and straight fins.

EXHIBIT "A"

On Call Testing and Balancing Services

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- N. Examine system pumps to ensure absence of entrained air in the suction piping.
- O. Examine operating safety interlocks and controls on HVAC equipment.
- P. Report deficiencies discovered before and during performance of TAB procedures. Observe and record system reactions to changes in conditions. Record default set points if different from indicated values.

3.2 PREPARATION

- A. Prepare a TAB plan that includes strategies and step-by-step procedures.
- B. Complete system-readiness checks and prepare reports. Verify the following:
 - 1. Permanent electrical-power wiring is complete.
 - 2. Hydronic systems are filled, clean, and free of air.
 - 3. Automatic temperature-control systems are operational.
 - 4. Equipment and duct access doors are securely closed.
 - 5. Balance, smoke, and fire dampers are open.
 - 6. Isolating and balancing valves are open and control valves are operational.
 - 7. Ceilings are installed in critical areas where air-pattern adjustments are required and access to balancing devices is provided.
 - 8. Windows and doors can be closed so indicated conditions for system operations can be met.

3.3 GENERAL PROCEDURES FOR TESTING AND BALANCING

- A. Perform testing and balancing procedures on each system according to the procedures contained in AABC's "National Standards for Total System Balance" and in this Section.
 - 1. Comply with requirements in ASHRAE 62.1-2004, Section 7.2.2, "Air Balancing."
 - 2.
- B. Cut insulation, ducts, pipes, and equipment cabinets for installation of test probes to the minimum extent necessary for TAB procedures.
 - 1. After testing and balancing, patch probe holes in ducts with same material and thickness as used to construct ducts.
 - 2. After testing and balancing, install test ports and duct access doors that comply with requirements in Division 23 Section "Air Duct Accessories."
 - 3. Install and join new insulation that matches removed materials. Restore insulation, coverings, vapor barrier, and finish according to Division 23 Section "HVAC Insulation."
- C. Mark equipment and balancing devices, including damper-control positions, valve position indicators, fan-speed-control levers, and similar controls and devices, with paint or other suitable, permanent identification material to show final settings.
- D. Take and report testing and balancing measurements in inch-pound (IP) units.

EXHIBIT "A"

On Call Testing and Balancing Services

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3.4 GENERAL PROCEDURES FOR BALANCING AIR SYSTEMS

- A. Prepare test reports for both fans and outlets. Obtain manufacturer's outlet factors and recommended testing procedures. Crosscheck the summation of required outlet volumes with required fan volumes.
- B. Prepare schematic diagrams of systems' "as-built" duct layouts.
- C. For variable-air-volume systems, develop a plan to simulate diversity.
- D. Determine the best locations in main and branch ducts for accurate duct-airflow measurements.
- E. Check airflow patterns from the outdoor-air louvers and dampers and the return- and exhaust-air dampers through the supply-fan discharge and mixing dampers.
- F. Locate start-stop and disconnect switches, electrical interlocks, and motor starters.
- G. Verify that motor starters are equipped with properly sized thermal protection.
- H. Check dampers for proper position to achieve desired airflow path.
- I. Check for airflow blockages.
- J. Check condensate drains for proper connections and functioning.
- K. Check for proper sealing of air-handling-unit components.
- L. Verify that air duct system is sealed as specified in Division 23 Section "Metal Ducts."

3.5 PROCEDURES FOR CONSTANT-VOLUME AIR SYSTEMS

- A. Adjust fans to deliver total indicated airflows within the maximum allowable fan speed listed by fan manufacturer.
 - 1. Measure total airflow.
 - a. Where sufficient space in ducts is unavailable for Pitot-tube traverse measurements, measure airflow at terminal outlets and inlets and calculate the total airflow.
 - 2. Measure fan static pressures as follows to determine actual static pressure:
 - a. Measure outlet static pressure as far downstream from the fan as practical and upstream from restrictions in ducts such as elbows and transitions.
 - b. Measure static pressure directly at the fan outlet or through the flexible connection.
 - c. Measure inlet static pressure of single-inlet fans in the inlet duct as near the fan as possible, upstream from the flexible connection, and downstream from duct restrictions.
 - d. Measure inlet static pressure of double-inlet fans through the wall of the plenum that houses the fan.
 - 3. Measure static pressure across each component that makes up an air-handling unit, rooftop unit, and other air-handling and -treating equipment.
 - a. Report the cleanliness status of filters and the time static pressures are measured.

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4. Measure static pressures entering and leaving other devices, such as sound traps, heat-recovery equipment, and air washers, under final balanced conditions.
 5. Review Record Documents to determine variations in design static pressures versus actual static pressures. Calculate actual system-effect factors. Recommend adjustments to accommodate actual conditions.
 6. Obtain approval from [Architect] [Owner] [Construction Manager] [Commissioning Authority] for adjustment of fan speed higher or lower than indicated speed. Comply with requirements in Division 23 Sections for air-handling units for adjustment of fans, belts, and pulley sizes to achieve indicated air-handling-unit performance.
 7. Do not make fan-speed adjustments that result in motor overload. Consult equipment manufacturers about fan-speed safety factors. Modulate dampers and measure fan-motor amperage to ensure that no overload will occur. Measure amperage in full-cooling, full-heating, economizer, and any other operating mode to determine the maximum required brake horsepower.
- B. Adjust volume dampers for main duct, submain ducts, and major branch ducts to indicated airflows within specified tolerances.
1. Measure airflow of submain and branch ducts.
 - a. Where sufficient space in submain and branch ducts is unavailable for Pitot-tube traverse measurements, measure airflow at terminal outlets and inlets and calculate the total airflow for that zone.
 2. Measure static pressure at a point downstream from the balancing damper, and adjust volume dampers until the proper static pressure is achieved.
 3. Remeasure each submain and branch duct after all have been adjusted. Continue to adjust submain and branch ducts to indicated airflows within specified tolerances.
- C. Measure air outlets and inlets without making adjustments.
1. Measure terminal outlets using a direct-reading hood or outlet manufacturer's written instructions and calculating factors.
- D. Adjust air outlets and inlets for each space to indicated airflows within specified tolerances of indicated values. Make adjustments using branch volume dampers rather than extractors and the dampers at air terminals.
1. Adjust each outlet in same room or space to within specified tolerances of indicated quantities without generating noise levels above the limitations prescribed by the Contract Documents.
 2. Adjust patterns of adjustable outlets for proper distribution without drafts.

3.6 PROCEDURES FOR VARIABLE-AIR-VOLUME SYSTEMS

- A. Compensating for Diversity: When the total airflow of all terminal units is more than the indicated airflow of the fan, place a selected number of terminal units at a minimum set-point airflow with the remainder at maximum-airflow condition until the total airflow of the terminal units equals the indicated airflow of the fan. Select the reduced-airflow terminal units so they are distributed evenly among the branch ducts.
- B. Pressure-Independent, Variable-Air-Volume Systems: After the fan systems have been adjusted, adjust the variable-air-volume systems as follows:

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1. Set outdoor-air dampers at minimum, and set return- and exhaust-air dampers at a position that simulates full-cooling load.
2. Select the terminal unit that is most critical to the supply-fan airflow and static pressure. Measure static pressure. Adjust system static pressure so the entering static pressure for the critical terminal unit is not less than the sum of the terminal-unit manufacturer's recommended minimum inlet static pressure plus the static pressure needed to overcome terminal-unit discharge system losses.
3. Measure total system airflow. Adjust to within indicated airflow.
4. Set terminal units at maximum airflow and adjust controller or regulator to deliver the designed maximum airflow. Use terminal-unit manufacturer's written instructions to make this adjustment. When total airflow is correct, balance the air outlets downstream from terminal units the same as described for constant-volume air systems.
5. Set terminal units at minimum airflow and adjust controller or regulator to deliver the designed minimum airflow. Check air outlets for a proportional reduction in airflow the same as described for constant-volume air systems.
 - a. If air outlets are out of balance at minimum airflow, report the condition but leave outlets balanced for maximum airflow.
6. Remeasure the return airflow to the fan while operating at maximum return airflow and minimum outdoor airflow.
 - a. Adjust the fan and balance the return-air ducts and inlets the same as described for constant-volume air systems.
7. Measure static pressure at the most critical terminal unit and adjust the static-pressure controller at the main supply-air sensing station to ensure that adequate static pressure is maintained at the most critical unit.
8. Record final fan-performance data.

3.7 GENERAL PROCEDURES FOR HYDRONIC SYSTEMS

- A. Prepare test reports with pertinent design data, and number in sequence starting at pump to end of system. Check the sum of branch-circuit flows against the approved pump flow rate. Correct variations that exceed plus or minus 5 percent.
- B. Prepare schematic diagrams of systems' "as-built" piping layouts.
- C. Prepare hydronic systems for testing and balancing according to the following, in addition to the general preparation procedures specified above:
 1. Open all manual valves for maximum flow.
 2. Check liquid level in expansion tank.
 3. Check makeup water-station pressure gage for adequate pressure for highest vent.
 4. Check flow-control valves for specified sequence of operation, and set at indicated flow.
 5. Set differential-pressure control valves at the specified differential pressure. Do not set at fully closed position when pump is positive-displacement type unless several terminal valves are kept open.
 6. Set system controls so automatic valves are wide open to heat exchangers.
 7. Check pump-motor load. If motor is overloaded, throttle main flow-balancing device so motor nameplate rating is not exceeded.
 8. Check air vents for a forceful liquid flow exiting from vents when manually operated.

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3.8 PROCEDURES FOR CONSTANT-FLOW HYDRONIC SYSTEMS

- A. Measure water flow at pumps. Use the following procedures except for positive-displacement pumps:
1. Verify impeller size by operating the pump with the discharge valve closed. Read pressure differential across the pump. Convert pressure to head and correct for differences in gage heights. Note the point on manufacturer's pump curve at zero flow and verify that the pump has the intended impeller size.
 - a. If impeller sizes must be adjusted to achieve pump performance, obtain approval from Architect and comply with requirements in Division 23 Section "Hydronic Pumps."
 2. Check system resistance. With all valves open, read pressure differential across the pump and mark pump manufacturer's head-capacity curve. Adjust pump discharge valve until indicated water flow is achieved.
 - a. Monitor motor performance during procedures and do not operate motors in overload conditions.
 3. Verify pump-motor brake horsepower. Calculate the intended brake horsepower for the system based on pump manufacturer's performance data. Compare calculated brake horsepower with nameplate data on the pump motor. Report conditions where actual amperage exceeds motor nameplate amperage.
 4. Report flow rates that are not within plus or minus 10 percent of design.
- B. Measure flow at all automatic flow control valves to verify that valves are functioning as designed.
- C. Measure flow at all pressure-independent characterized control valves, with valves in fully open position, to verify that valves are functioning as designed.
- D. Set calibrated balancing valves, if installed, at calculated presettings.
- E. Measure flow at all stations and adjust, where necessary, to obtain first balance.
1. System components that have Cv rating or an accurately cataloged flow-pressure-drop relationship may be used as a flow-indicating device.
- F. Measure flow at main balancing station and set main balancing device to achieve flow that is 5 percent greater than indicated flow.
- G. Adjust balancing stations to within specified tolerances of indicated flow rate as follows:
1. Determine the balancing station with the highest percentage over indicated flow.
 2. Adjust each station in turn, beginning with the station with the highest percentage over indicated flow and proceeding to the station with the lowest percentage over indicated flow.
 3. Record settings and mark balancing devices.
- H. Measure pump flow rate and make final measurements of pump amperage, voltage, rpm, pump heads, and systems' pressures and temperatures including outdoor-air temperature.
- I. Measure the differential-pressure-control-valve settings existing at the conclusion of balancing.
- J. Check settings and operation of each safety valve. Record settings.

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3.9 PROCEDURES FOR VARIABLE-FLOW HYDRONIC SYSTEMS

- A. Balance systems with automatic two- and three-way control valves by setting systems at maximum flow through heat-exchange terminals and proceed as specified above for hydronic systems.

3.10 PROCEDURES FOR PRIMARY-SECONDARY HYDRONIC SYSTEMS

- A. Balance the primary circuit flow first and then balance the secondary circuits.

3.11 PROCEDURES FOR MOTORS

- A. Motors, 1/2 HP and Larger: Test at final balanced conditions and record the following data:
 - 1. Manufacturer's name, model number, and serial number.
 - 2. Motor horsepower rating.
 - 3. Motor rpm.
 - 4. Efficiency rating.
 - 5. Nameplate and measured voltage, each phase.
 - 6. Nameplate and measured amperage, each phase.
 - 7. Starter thermal-protection-element rating.
- B. Motors Driven by Variable-Frequency Controllers: Test for proper operation at speeds varying from minimum to maximum. Test the manual bypass of the controller to prove proper operation. Record observations including name of controller manufacturer, model number, serial number, and nameplate data.

3.12 PROCEDURES FOR CONDENSING UNITS

- A. Verify proper rotation of fans.
- B. Measure entering- and leaving-air temperatures.
- C. Record compressor data.

3.13 PROCEDURES FOR TESTING, ADJUSTING, AND BALANCING EXISTING SYSTEMS

3.14 TOLERANCES

- A. Set HVAC system's air flow rates and water flow rates within the following tolerances:
 - 1. Supply, Return, and Exhaust Fans and Equipment with Fans: Plus or minus 10 percent.
 - 2. Air Outlets and Inlets: Plus or minus 10 percent.
 - 3. Heating-Water Flow Rate: Plus or minus 10 percent.
 - 4. Cooling-Water Flow Rate: Plus or minus 10 percent.

3.15 REPORTING

- A. Initial Construction-Phase Report: Based on examination of the Contract Documents as specified in "Examination" Article, prepare a report on the adequacy of design for systems' balancing devices. Recommend changes and additions to systems' balancing devices to facilitate proper

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performance measuring and balancing. Recommend changes and additions to HVAC systems and general construction to allow access for performance measuring and balancing devices.

- B. Status Reports: monthly progress reports to describe completed procedures, procedures in progress, and scheduled procedures. Include a list of deficiencies and problems found in systems being tested and balanced. Prepare a separate report for each system and each building floor for systems serving multiple floors.

3.16 FINAL REPORT

- A. General: Prepare a certified written report; tabulate and divide the report into separate sections for tested systems and balanced systems.

- 1. Include a certification sheet at the front of the report's binder, signed and sealed by the certified testing and balancing engineer.
- 2. Include a list of instruments used for procedures, along with proof of calibration.

- B. Final Report Contents: In addition to certified field-report data, include the following:

- 1. Pump curves.
- 2. Fan curves.
- 3. Manufacturers' test data.
- 4. Field test reports prepared by system and equipment installers.
- 5. Other information relative to equipment performance; do not include Shop Drawings and product data.

- C. General Report Data: In addition to form titles and entries, include the following data:

- 1. Title page.
- 2. Name and address of the TAB contractor.
- 3. Project name.
- 4. Project location.
- 5. Architect's name and address.
- 6. Engineer's name and address.
- 7. Contractor's name and address.
- 8. Report date.
- 9. Signature of TAB supervisor who certifies the report.
- 10. Table of Contents with the total number of pages defined for each section of the report. Number each page in the report.
- 11. Summary of contents including the following:
 - a. Indicated versus final performance.
 - b. Notable characteristics of systems.
 - c. Description of system operation sequence if it varies from the Contract Documents.
- 12. Nomenclature sheets for each item of equipment.
- 13. Data for terminal units, including manufacturer's name, type, size, and fittings.
- 14. Notes to explain why certain final data in the body of reports vary from indicated values.
- 15. Test conditions for fans and pump performance forms including the following:
 - a. Settings for outdoor-, return-, and exhaust-air dampers.
 - b. Conditions of filters.
 - c. Cooling coil, wet- and dry-bulb conditions.
 - d. Face and bypass damper settings at coils.

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- e. Fan drive settings including settings and percentage of maximum pitch diameter.
 - f. Inlet vane settings for variable-air-volume systems.
 - g. Settings for supply-air, static-pressure controller.
 - h. Other system operating conditions that affect performance.
- D. System Diagrams: Include schematic layouts of air and hydronic distribution systems. Present each system with single-line diagram and include the following:
- 1. Quantities of outdoor, supply, return, and exhaust airflows.
 - 2. Water and steam flow rates.
 - 3. Duct, outlet, and inlet sizes.
 - 4. Pipe and valve sizes and locations.
 - 5. Terminal units.
 - 6. Balancing stations.
 - 7. Position of balancing devices.
- E. Air-Handling-Unit Test Reports: For air-handling units with coils, include the following:
- 1. Unit Data:
 - a. Unit identification.
 - b. Location.
 - c. Make and type.
 - d. Model number and unit size.
 - e. Manufacturer's serial number.
 - f. Unit arrangement and class.
 - g. Discharge arrangement.
 - h. Sheave make, size in inches (mm), and bore.
 - i. Center-to-center dimensions of sheave, and amount of adjustments in inches (mm).
 - j. Number, make, and size of belts.
 - k. Number, type, and size of filters.
 - 2. Motor Data:
 - a. Motor make, and frame type and size.
 - b. Horsepower and rpm.
 - c. Volts, phase, and hertz.
 - d. Full-load amperage and service factor.
 - e. Sheave make, size in inches (mm), and bore.
 - f. Center-to-center dimensions of sheave, and amount of adjustments in inches (mm).
 - 3. Test Data (Indicated and Actual Values):
 - a. Total air flow rate in cfm (L/s).
 - b. Total system static pressure in inches wg (Pa).
 - c. Fan rpm.
 - d. Discharge static pressure in inches wg (Pa).
 - e. Filter static-pressure differential in inches wg (Pa).
 - f. Preheat-coil static-pressure differential in inches wg (Pa).
 - g. Cooling-coil static-pressure differential in inches wg (Pa).
 - h. Heating-coil static-pressure differential in inches wg (Pa).
 - i. Outdoor airflow in cfm (L/s).
 - j. Return airflow in cfm (L/s).
 - k. Outdoor-air damper position.
 - l. Return-air damper position.

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- m. Vortex damper position.

F. Apparatus-Coil Test Reports:

1. Coil Data:

- a. System identification.
- b. Location.
- c. Coil type.
- d. Number of rows.
- e. Fin spacing in fins per inch (mm) o.c.
- f. Make and model number.
- g. Face area in sq. ft. (sq. m).
- h. Tube size in NPS (DN).
- i. Tube and fin materials.
- j. Circuiting arrangement.

2. Test Data (Indicated and Actual Values):

- a. Air flow rate in cfm (L/s).
- b. Average face velocity in fpm (m/s).
- c. Air pressure drop in inches wg (Pa).
- d. Outdoor-air, wet- and dry-bulb temperatures in deg F (deg C).
- e. Return-air, wet- and dry-bulb temperatures in deg F (deg C).
- f. Entering-air, wet- and dry-bulb temperatures in deg F (deg C).
- g. Leaving-air, wet- and dry-bulb temperatures in deg F (deg C).
- h. Water flow rate in gpm (L/s).
- i. Water pressure differential in feet of head or psig (kPa).
- j. Entering-water temperature in deg F (deg C).
- k. Leaving-water temperature in deg F (deg C).
- l. Refrigerant expansion valve and refrigerant types.
- m. Refrigerant suction pressure in psig (kPa).
- n. Refrigerant suction temperature in deg F (deg C).
- o. Inlet steam pressure in psig (kPa).

G. Fan Test Reports: For supply, return, and exhaust fans, include the following:

1. Fan Data:

- a. System identification.
- b. Location.
- c. Make and type.
- d. Model number and size.
- e. Manufacturer's serial number.
- f. Arrangement and class.
- g. Sheave make, size in inches (mm), and bore.
- h. Center-to-center dimensions of sheave, and amount of adjustments in inches (mm).

2. Motor Data:

- a. Motor make, and frame type and size.
- b. Horsepower and rpm.
- c. Volts, phase, and hertz.
- d. Full-load amperage and service factor.
- e. Sheave make, size in inches (mm), and bore.

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- f. Center-to-center dimensions of sheave, and amount of adjustments in inches (mm).
 - g. Number, make, and size of belts.
 3. Test Data (Indicated and Actual Values):
 - a. Total airflow rate in cfm (L/s).
 - b. Total system static pressure in inches wg (Pa).
 - c. Fan rpm.
 - d. Discharge static pressure in inches wg (Pa).
 - e. Suction static pressure in inches wg (Pa).
- H. Round, Flat-Oval, and Rectangular Duct Traverse Reports: Include a diagram with a grid representing the duct cross-section and record the following:
 1. Report Data:
 - a. System and air-handling-unit number.
 - b. Location and zone.
 - c. Traverse air temperature in deg F (deg C).
 - d. Duct static pressure in inches wg (Pa).
 - e. Duct size in inches (mm).
 - f. Duct area in sq. ft. (sq. m).
 - g. Indicated air flow rate in cfm (L/s).
 - h. Indicated velocity in fpm (m/s).
 - i. Actual air flow rate in cfm (L/s).
 - j. Actual average velocity in fpm (m/s).
 - k. Barometric pressure in psig (Pa).
- I. Air-Terminal-Device Reports:
 1. Unit Data:
 - a. System and air-handling unit identification.
 - b. Location and zone.
 - c. Apparatus used for test.
 - d. Area served.
 - e. Make.
 - f. Number from system diagram.
 - g. Type and model number.
 - h. Size.
 - i. Effective area in sq. ft. (sq. m).
 2. Test Data (Indicated and Actual Values):
 - a. Air flow rate in cfm (L/s).
 - b. Air velocity in fpm (m/s).
 - c. Preliminary air flow rate as needed in cfm (L/s).
 - d. Preliminary velocity as needed in fpm (m/s).
 - e. Final air flow rate in cfm (L/s).
 - f. Final velocity in fpm (m/s).
 - g. Space temperature in deg F (deg C).
- J. System-Coil Reports: For reheat coils and water coils of terminal units, include the following:
 1. Unit Data:

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- a. System and air-handling-unit identification.
 - b. Location and zone.
 - c. Room or riser served.
 - d. Coil make and size.
 - e. Flowmeter type.
2. Test Data (Indicated and Actual Values):
- a. Air flow rate in cfm (L/s).
 - b. Entering-water temperature in deg F (deg C).
 - c. Leaving-water temperature in deg F (deg C).
 - d. Water pressure drop in feet of head or psig (kPa).
 - e. Entering-air temperature in deg F (deg C).
 - f. Leaving-air temperature in deg F (deg C).
- K. Pump Test Reports: Calculate impeller size by plotting the shutoff head on pump curves and include the following:
1. Unit Data:
 - a. Unit identification.
 - b. Location.
 - c. Service.
 - d. Make and size.
 - e. Model number and serial number.
 - f. Water flow rate in gpm (L/s).
 - g. Water pressure differential in feet of head or psig (kPa).
 - h. Required net positive suction head in feet of head or psig (kPa).
 - i. Pump rpm.
 - j. Impeller diameter in inches (mm).
 - k. Motor make and frame size.
 - l. Motor horsepower and rpm.
 - m. Voltage at each connection.
 - n. Amperage for each phase.
 - o. Full-load amperage and service factor.
 - p. Seal type.
 2. Test Data (Indicated and Actual Values):
 - a. Static head in feet of head or psig (kPa).
 - b. Pump shutoff pressure in feet of head or psig (kPa).
 - c. Actual impeller size in inches (mm).
 - d. Full-open flow rate in gpm (L/s).
 - e. Full-open pressure in feet of head or psig (kPa).
 - f. Final discharge pressure in feet of head or psig (kPa).
 - g. Final suction pressure in feet of head or psig (kPa).
 - h. Final total pressure in feet of head or psig (kPa).
 - i. Final water flow rate in gpm (L/s).
 - j. Voltage at each connection.
 - k. Amperage for each phase.
- L. Instrument Calibration Reports:
1. Report Data:

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- a. Instrument type and make.
- b. Serial number.
- c. Application.
- d. Dates of use.
- e. Dates of calibration.

3.17 INSPECTIONS

A. Initial Inspection:

1. After testing and balancing are complete, operate each system and randomly check measurements to verify that the system is operating according to the final test and balance readings documented in the final report.
2. Check the following for each system:
 - a. Measure airflow of at least 10 percent of air outlets.
 - b. Measure water flow of at least 5 percent of terminals.
 - c. Measure room temperature at each thermostat/temperature sensor. Compare the reading to the set point.
 - d. Verify that balancing devices are marked with final balance position.
 - e. Note deviations from the Contract Documents in the final report.

B. Final Inspection:

1. After initial inspection is complete and documentation by random checks verifies that testing and balancing are complete and accurately documented in the final report, request that a final inspection be made by Architect.
2. The TAB contractor's test and balance engineer shall conduct the inspection in the presence of Architect.
3. Architect shall randomly select measurements, documented in the final report, to be rechecked. Rechecking shall be limited to either 10 percent of the total measurements recorded or the extent of measurements that can be accomplished in a normal 8-hour business day.
4. If rechecks yield measurements that differ from the measurements documented in the final report by more than the tolerances allowed, the measurements shall be noted as "FAILED."
5. If the number of "FAILED" measurements is greater than 10 percent of the total measurements checked during the final inspection, the testing and balancing shall be considered incomplete and shall be rejected.

C. TAB Work will be considered defective if it does not pass final inspections. If TAB Work fails, proceed as follows:

1. Recheck all measurements and make adjustments. Revise the final report and balancing device settings to include all changes; resubmit the final report and request a second final inspection.
2. If the second final inspection also fails, Owner may contract the services of another TAB contractor to complete TAB Work according to the Contract Documents and deduct the cost of the services from the original TAB contractor's final payment.

D. Prepare test and inspection reports.

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3.18 ADDITIONAL TESTS

- A. Within 90 days of completing TAB, perform additional TAB to verify that balanced conditions are being maintained throughout and to correct unusual conditions.
- B. Seasonal Periods: If initial TAB procedures were not performed during near-peak summer and winter conditions, perform additional TAB during near-peak summer and winter conditions.

END OF SECTION 230593

EXHIBIT "B"
On Call Testing and Balancing Services
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AISD PROJECT NO.: _____

PROJECT TITLE AND ADDRESS:

AGREEMENT BETWEEN OWNER AND ARCHITECT/ENGINEER

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

Between: Austin Independent School District
 1111 West 6th Street
 Austin, Texas 78703
 Attn: Executive Director, Contracts and Procurement Department
 Phone: 512-414-2161

herein referred to as "Owner"

and the Architect/Engineer:

herein referred to as "Architect/Engineer"

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ARTICLE I. GENERAL PROVISIONS

A. Description of Services. The Architect/Engineer agrees to perform professional services as herein set forth for the following described "Project" of construction, alteration or repair:

(Provide Project name and address, scope of work including any special equipment or furnishings, and any special consultants other than those identified in Article III.D.ii.)

B. Quality of Services. All services performed under this Agreement shall be performed with the professional skill and care ordinarily provided by competent engineers or architects, as applicable, practicing in the same or similar locality and under the same or similar circumstances and professional license, and in compliance with all applicable laws and the terms of this Agreement. Such services shall be performed in accordance with the time frames established by this Agreement, or agreed to by Owner and Architect/Engineer, or if no such time frames have been established, then as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect, as applicable.

C. Project Construction Budget. The Project Construction Budget ("PCB"), as herein referred to, means the cost for the construction of the Project. If the construction is to be performed under an Agreement for Construction Between Owner and Construction Manager-at-Risk ("Construction Manager at Risk Agreement"), then the term "Project Construction Budget" or PCB shall have the same meaning as the term "Construction Manager's Portion of the Fixed Construction Budget" as used therein. The PCB for the Project is _____ Dollars (\$_____).

D. Definitions. Unless the context clearly indicates otherwise, the following terms as used in this Agreement shall be defined as follows:

(i) "Bid" or "bidding" means the process by which Owner solicits and the Contractor (or subcontractors) submits bids or proposals for the construction of the improvements, and the terms shall include requests for proposal or selection under an alternative construction delivery method in accordance with applicable law.

(ii) "Solicitation Documents" means the documents used in connection with a solicitation for bids, and include a request for proposals or selection documents for other alternative construction methods, as applicable to the Project.

(iii) "Construction Documents" means the Solicitation Documents and the Specifications and Drawings prepared pursuant to the terms of this Agreement, setting forth in detail the work required for the architectural, structural, electrical, mechanical, and site improvements and fixed equipment for the Project.

(iv) "Contract Documents" means the Agreement between Owner and Contractor for Construction, the Owner's General Conditions of the Contract for Construction ("General Conditions"), and all supplemental conditions, exhibits and attachments thereto, and all documents incorporated therein by reference, including the Construction Documents, as the same may be amended from time to time by written change order.

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(v) "Contractor" shall mean each and every prime general Contractor performing Work (as defined in the General Conditions) on the Project, including any prime general Contractor that is a Construction Manager at Risk.

E. Ownership and Use of Work Product. The Architect/Engineer agrees that items such as plans, drawings, photos, designs, studies, specifications, computer programs, schedules, technical reports, or other work products which are specified to be delivered under this Agreement, including the Construction Documents, and which are paid for by Owner in accordance with the terms of this Agreement, are subject to the rights of Owner in effect on the date of this Agreement. These rights include the right to use, duplicate and disclose such items in whole or in part, in any manner and for whatever purposes, and to have others do so. If an item produced by the Architect/Engineer is copyrightable, the Architect/Engineer may copyright it, subject to the rights of Owner. Architect/Engineer shall deliver to Owner, promptly upon the completion of Architect/Engineer's work or any earlier termination of this Agreement, complete copies of such work, including reproducible record prints and digital computer document copies in the format specified by Owner. Owner reserves the royalty-free, non-exclusive and irrevocable license to reproduce, publish, modify and use such items and to authorize others to do so. Owner's rights include, but are not limited to, the right to use such items in the event Architect/Engineer is terminated pursuant to the terms of this Agreement, and for any renovation, modification or alteration of the improvements constructed as the Project. It is understood, however, that the Architect/Engineer does not represent such items to be suitable for use for any other project or at any other location, without the Architect/Engineer's specific, written verification or adaptation. Such reuse will be at the risk of Owner, without liability to the Architect/Engineer. Any such verification or adaptation requested by Owner may be subject to further reasonable compensation at rates agreed upon between Owner and Architect/Engineer as specified below. Should the Architect/Engineer be terminated under this Agreement, Owner shall have the right to continue the Project and to have high quality reproducible and digital computer document copies in the format specified by Owner, of the Drawings, Specifications and other documents, and to have them completed, corrected, revised or added to by another architect or engineer in accordance with the applicable statutory provisions of the Regulation of Architecture and Related Practices and the regulatory provisions of the Texas Board of Architectural Examiners, or the Texas Engineering Practice Act and Rules. The Architect/Engineer shall include in its contracts with consultants appropriate provisions to achieve the purpose of these Articles.

F. Consultants. Architect/Engineer must submit for Owner's approval any consultants to be retained by Architect/Engineer for the Project. Approved consultants shall be listed in Exhibit "A" attached hereto and incorporated herein. Architect/Engineer shall not change any of the approved consultants and shall not retain any additional consultants without the prior written approval of Owner. Architect/Engineer shall submit, in each instance, an amended Disclosure Statement/HUB* Utilization Report on the form supplied by Owner ("Disclosure Statement") to reflect each approved change and/or each approved addition of a consultant or sub-consultant under this Agreement.

G. Criminal History Record Information Review of Covered Employees. Architect/Engineer shall, at its sole cost and expense, comply with the provisions of this Subsection G regarding criminal history record information review of all covered employees (hereafter defined) in connection with the Project.

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1. As used herein, the term "covered employee" shall mean an individual employed by Architect/Engineer or an approved consultant or sub-consultant or an individual Architect/Engineer or individual approved consultant or sub-consultant who has or will have continuing duties on the Project site related to the services to be performed in connection with the Project and has or will have direct contact with students. The terms "continuing duties" and "direct contact with students" shall have the meanings designated for such terms in 19 TAC §153.1101. Owner will be the final arbiter of what constitutes continuing duties and direct contact with students. If an individual employed by Architect/Engineer or an approved consultant or sub-consultant or an individual Architect/Engineer or individual approved consultant or sub-consultant will enter the Project site from time to time under this Agreement when one or more students are present on the Project site, such individual is deemed by Owner to be a covered employee for purposes of this Subsection G.

2. Architect/Engineer shall, at its sole cost and expense, comply with the provisions of Texas Education Code ("TEC") §22.0834 and the further provisions of this Subsection G with regard to each covered employee. In accordance with TEC §22.0834, but in any event prior to the date such covered employee enters the Project site when one or more students are present, Architect/Engineer shall obtain with respect to its covered employees and cause each consultant and sub-consultant under this Agreement to obtain with respect to their respective covered employees the criminal history record information as required by TEC §22.0834. **[Contact the Texas Department of Public Safety Crime Records Service at (512) 424-5079 for instructions on obtaining national criminal history record information.]**

3. Architect/Engineer shall not assign to, permit or allow on the Project site any covered employee who has a disqualifying criminal history. A covered employee has a "disqualifying criminal history" under this Subsection G if the covered employee has been convicted of one of the following offenses and at the time the offense occurred, the victim of the offense was under 18 years of age or enrolled in a public school: (i) a felony offense under Title 5 of the Texas Penal Code; (ii) an offense on conviction of which a defendant is required to register as a sex offender under Chapter 62 of the Texas Code of Criminal Procedure; or (iii) an offense under the laws of another state or federal law that is equivalent to an offense under (i) or (ii) above.

4. Architect/Engineer shall maintain at all times a list of all covered employees (as updated from time to time, the "List of Covered Employees") which contains the following information for each covered employee: (i) full name; (ii) whether, in accordance with the applicable requirements of TEC §22.0834, Architect/Engineer obtained national or state criminal history record information; (iii) the full name of the covered employee's employer, if applicable; and (iv) Texas driver's license or other identification number or such other information as Owner may request from time to time to enable Owner to obtain criminal history record information for the covered employee. The covered employees on the List of Covered Employees shall be grouped by employer, if applicable.

5. Prior to any entry on the Project site by a covered employee, Architect/Engineer shall deliver to Owner, or its designee if directed by Owner, an electronic copy in PDF format of the initial List of Covered Employees for all covered employees, together with Architect/Engineer's duly completed and executed certification on a form provided by Owner ("Architect/Engineer Certification") by the terms of which Architect/Engineer certifies to Owner that (i) all information on the List of Covered Employees attached to the Architect/Engineer Certification is true and correct in all respects and all covered employees employed by Architect/Engineer on the Project

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are included on the List of Covered Employees; (ii) Architect/Engineer has obtained (with respect to its covered employees) and has caused each consultant and sub-consultant under this Agreement to obtain (with respect to their respective covered employees) all required criminal history record information relating to each covered employee on the List of Covered Employees in accordance with TEC §22.0834; (iii) each consultant under this Agreement contracting directly with Architect/Engineer (each a "Consultant") has duly completed and executed a Consultant Certification (hereafter defined) and each duly completed and executed Consultant Certification is attached to the Architect/Engineer Certification; (iv) if applicable, each Sub-consultant (hereafter defined) on the Project has provided a duly completed and executed Sub-consultant Certification (hereafter defined) to the appropriate Consultant in accordance with this Agreement; and (v) none of the covered employees on the List of Covered Employees has a disqualifying criminal history under this Subsection G. If it is determined that any statement in any Architect/Engineer Certification, Consultant Certification or Sub-consultant Certification is untrue or misrepresented when made or Architect/Engineer otherwise fails to comply with this Subsection G, Architect/Engineer shall be in material default under this Agreement.

6. As used herein, "Consultant Certification" shall mean a duly completed and executed certification on a form provided by Owner by the terms of which Consultant certifies to Owner and Architect/Engineer that (i) all of the covered employees employed by Consultant on the Project are included on the List of Covered Employees and properly identified as employees of Consultant; (ii) all information on the List of Covered Employees with respect to the covered employees employed by Consultant is true and correct in all respects; (iii) Consultant has obtained all required criminal history record information relating to each covered employee of Consultant on the List of Covered Employees in accordance with TEC §22.0834; (iv) none of the covered employees on the List of Covered Employees employed by Consultant has a disqualifying criminal history under this Subsection G; and (v) if applicable, attached to the Consultant Certification is a duly completed and executed Sub-consultant Certification in the form provided by Owner obtained by Consultant from each sub-consultant employed on the Project by or under Consultant (each a "Sub-consultant") and employing one or more covered employees. As used herein "Sub-consultant Certification" shall mean a duly completed and executed certification in a form provided by Owner from each Sub-consultant.

7. Architect/Engineer shall, as the Project progresses, comply with the provisions of this Subsection G with respect to each new covered employee to be employed on the Project and not previously listed on the List of Covered Employees. Each new covered employee shall be added to the List of Covered Employees, with the name highlighted and the dated of employment noted. In addition, as the Project progresses, each covered employee on the List of Covered Employees who is no longer employed on the Project shall be marked as "inactive" and the last date of such employee's employment on the Project shall be noted, and for each covered employee previously designated as "inactive" and once again employed on the Project site, the "inactive" designation shall be removed and the date of reemployment shall be noted. Each time Architect/Engineer makes a change to the List of Covered Employees, Architect/Engineer must submit to Owner, or its designee if directed by Owner, within five (5) business days of the date of such change, an electronic copy in PDF format of the updated List of Covered Employees current as of the third (3rd) business day prior to the date of delivery, together with a fully executed copy of the Architect/Engineer Certification dated within three (3) business days of the date of delivery.

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8. If, during the Project, Architect/Engineer, a consultant or sub-consultant under this Agreement, or Owner receives updated criminal history record information for a covered employee that includes a disqualifying criminal history under this Subsection G, or it is determined that a covered employee is on the Project site in violation of this Subsection G, then, notwithstanding anything contained in Article IX.A hereof to the contrary, Architect/Engineer shall immediately remove or cause to be removed such covered employee from the Project site with no requirement of written notice from Owner and shall prohibit such covered employee from future entry on the Project site. Owner reserves the right to cause Owner's police or other security personnel to remove such employee from Owner's property.

H. Identification Badges for Persons Entering Project Site. Architect/Engineer shall, at its sole cost and expense, comply and cause each consultant and sub-consultant under this Agreement to comply with the provisions of this Subsection H regarding the issuance of identification badges for all covered employees and non-covered employees (hereafter defined) entering the Project site under this Agreement. Owner has notified Architect/Engineer that Owner has contracted with a provider of workforce screening services (the "Provider") for, among other things, the issuance of identification badges for all persons entering the Project site under this Agreement. Each individual employed by Architect/Engineer, a consultant or a sub-consultant under this Agreement or an individual Architect/Engineer or individual consultant or sub-consultant under this Agreement must wear a valid and unexpired Austin Independent School District identification badge issued by Provider (each an "AISD badge") at all times while on the Project site. The following provisions shall apply to the issuance of AISD badges for covered employees and non-covered employees, as applicable. As used herein, the term "non-covered employee" shall mean an individual employed by Architect/Engineer, a consultant or a sub-consultant under this Agreement or an individual Architect/Engineer or individual consultant or sub-consultant under this Agreement who will be entering the Project site at any time under this Agreement and is not a covered employee under Subsection G above.

1. Covered Employees.

(a) Upon Provider's receipt of a copy of the List of Covered Employees from Owner and the completed consent and authorization form as required by Provider for each covered employee requiring an initial or renewal AISD badge, Provider will issue an AISD badge for each such covered employee. Architect/Engineer shall be responsible for paying or causing each consultant or sub-consultant under this Agreement to pay, as applicable, to Provider all costs associated with the issuance of AISD badges for the respective covered employees of each such employer.

(b) As the Project progresses, Architect/Engineer shall deliver to Owner, in accordance with Subsection G above, an electronic copy in PDF format of each updated List of Covered Employees, together with an executed copy of the accompanying Architect/Engineer Certification. If an updated List of Covered Employees includes new covered employees requiring AISD badges, Architect/Engineer shall highlight the new names on the updated List of Covered Employees.

(c) If during the Project, Architect/Engineer, a consultant or sub-consultant under this Agreement or Owner receives updated criminal history record information for a covered employee that includes a disqualifying criminal history under Subsection G above, Architect/Engineer shall immediately notify Provider in writing that such covered employee is

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prohibited from future entry on the Project site and return such covered employee's AISD badge to Provider. Such covered employee shall thereafter be marked as "inactive" on the List of Covered Employees.

2. Non-covered Employees. For each non-covered employee requiring an AISD badge, Architect/Engineer shall submit or cause to be submitted to Provider the full name of the non-covered employee and the name of such employee's employer, if applicable. Upon Provider's receipt of the names of such non-covered employees and the completed consent and authorization form as required by Provider for each non-covered employee requiring an initial or renewal AISD badge, Provider will issue an AISD badge for each such non-covered employee. Architect/Engineer shall be responsible for paying or causing each consultant or sub-consultant under this Agreement to pay, as applicable, to Provider all costs associated with the issuance of AISD badges for the respective non-covered employees of each such employer.

ARTICLE II. COMPENSATION.

Since Article II of the Agreement includes provisions related to fees and fees are not part of the District's A/E selection process, Article II has been deleted from the Agreement for purposes of the RFQ to avoid any perception to the contrary.

ARTICLE III. BASIC SERVICES OF THE ARCHITECT/ENGINEER

A. Basic Services. The Architect/Engineer's Basic Services under this Agreement shall consist of normal architectural services; civil, structural, mechanical, plumbing, electrical, fire alarm, fire suppression, intrusion alarm, and data/telecommunications/video engineering services; interior and roofing design services; coordination with Owner's energy/sustainability consultant(s) as necessary to demonstrate achievement of a minimum two-star rating under the AISD/Austin Energy Green Building Program Rating System (with particular attention to indoor air quality, natural daylight, and energy and water conservation) for all new buildings and classroom additions and the inclusion of as many of the components of this rating system as practical in all renovations; and commissioning services for energy/sustainability components of the Project. All services performed under this Agreement must be performed in accordance with applicable Owner Education Specifications, and the provisions of the Owner Project Development Manual, including the format of the Drawings and Specifications.

B. Fast Tracking. Architect/Engineer agrees and understands that Owner may require that the Project be fast-tracked, in which event Architect/Engineer will perform the design services required under this Agreement in accordance with the time-frames established by Owner, Architect/Engineer and Contractor, rather than in accordance with the time frames indicated below for the various Design Phases. Any changes to the time frames or scope of design services in this Agreement, once established, shall be subject to the negotiation and execution of an amendment to this Agreement setting forth any revised time frames, scope of design services and/or compensation, if applicable.

C. Cooperation During Pre-Construction. If the Project is constructed pursuant to a Construction Manager at Risk Agreement between Owner and the Contractor, the Architect/Engineer will cooperate with the Contractor during the Preconstruction Phase with the goal of achieving a cost-effective and constructible design. Such cooperation shall include providing design information to Contractor in a timely manner to enable Contractor to accurately

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determine the cost of the Project, reviewing the Contractor's recommendations and replying to requests for information promptly, incorporating changes recommended by the Contractor and approved by Architect/Engineer and Owner in a timely manner, and notifying Owner if the Contractor and the Architect/Engineer are unable to agree on any change requested or recommended by the Contractor.

D. Schematic Design Phase. To complete the Schematic Design Phase, the Architect/Engineer shall:

- (i) Consult with Owner to ascertain the requirements and limitation of the Project.
- (ii) Retain all consultants, including the civil, structural, mechanical and/or electrical engineering, and roofing identified in Exhibit "A" hereto, wherein is shown, for each such consultant, (a) its name, (b) its address and telephone number, (c) its type of business organization, (d) its area of consultation, and (e) the extent it is to participate in each phase of the work. The civil, structural, mechanical, electrical and/or roofing consultants shall maintain a local representative throughout the planning and construction phases of the Project or until the related phase of work is complete.
- (iii) Review existing building and site conditions or make measured drawings of existing construction, including such mechanical, electrical, plumbing, and other components as may be required to coordinate proper interfacing of new construction with existing construction.
- (iv) Prepare schematic design documents, including but not limited to design studies, plans, elevations and other drawings and outline specifications, illustrating the scope of the Project and its relationship to the Project site and any adjacent structures and submit these documents to Owner for approval.
- (v) In collaboration with Owner, establish a schedule of dates for completion of the various phases of its work. Architect/Engineer shall submit a preliminary schedule for Owner's review no later than 14 days after the execution of this Agreement.
- (vi) If the Contractor is not a Construction Manager at Risk, prepare and deliver to Owner a written statement of the probable construction cost. When granted advance, written approval by Owner, the Architect/Engineer shall be compensated in accordance with the additional services provisions of this Agreement for detailed quantity surveys ("Construction Cost Estimates") obtained from professional estimating firms. The Architect/Engineer shall promptly notify Owner, in writing, if it appears that the Project will exceed the PCB. Unless an increase in the PCB is approved in writing by Owner, Architect/Engineer shall, at his/her cost, in consultation with Owner, revise the schematic plans to bring the Project within the PCB.
- (vii) Review reports, programming information, schematic studies, cost estimates and other documentation developed by Owner.
- (viii) Review Project schedule and provide, when applicable, draft of construction phasing to facilitate construction operations that will accomplish schedule and minimize impact of school operations.

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E. Design Development Phase. To complete the Design Development Phase, the Architect/Engineer shall:

(i) Prepare from the approved Schematic Design Studies, the Design Development Documents consisting of plans, elevations and other drawings and outline specifications, to fix and illustrate the size, character and general appearance of the Project. Collaborate with Owner regarding materials, equipment, systems, finishes, and methods of construction.

(ii) Submit heating and cooling calculations to Owner for review and approval.

(iii) If the Contractor is not a Construction Manager at Risk, prepare and deliver to Owner a revised statement of probable construction cost. When granted advance, written approval by Owner, the Architect/Engineer shall be compensated in accordance with the additional services provisions of this Agreement for estimated construction costs based on detailed quantity surveys obtained from professional estimating firms. The Architect/Engineer shall not be relieved of its responsibility for designing the Project within the PCB. Architect/Engineer shall promptly notify Owner, in writing, if it appears that the Project will exceed the PCB. Unless an increase in the PCB is approved in writing by Owner, Architect/Engineer shall, at his/her cost, in consultation with Owner, revise the Design Development Documents to bring the Project within the PCB.

(iv) Assist Owner with the selection of colors for finishes, furniture, and equipment for the Project. The Architect/Engineer shall prepare and submit a color board for Owner's review and approval that clearly illustrates the Architect/Engineer's recommended color scheme.

(v) Obtain Owner's written approval of this phase before proceeding to the next phase.

F. Construction Documents Phase. To complete the Construction Documents Phase, the Architect/Engineer shall:

(i) Prepare from the approved Design Development Documents, the Construction Documents consisting of the Solicitation Documents and the Specifications and Drawings setting forth in detail the work required for the architectural, structural, electrical, mechanical, and site improvements, and fixed equipment.

(ii) Collaborate on the Project with Owner on the form and manner in which the Project is presented in the Construction Documents.

(iii) If the Contractor is not a Construction Manager at Risk, prepare and deliver to Owner a written statement of the estimated construction cost. When granted advance written approval by Owner, the Architect/Engineer shall be compensated in accordance with the additional services provisions of this Agreement for estimated construction costs based on detailed quantity surveys obtained from professional estimating firms. The Architect/Engineer shall not be relieved of its responsibility for designing the Project within the PCB. Architect/Engineer shall promptly notify Owner, in writing, if it appears that the Project will exceed the PCB. Unless an increase in the PCB is approved in writing by Owner, Architect/Engineer shall, at his/her cost, in consultation with Owner, revise the Construction Documents to bring the Project within the PCB.

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(iv) Prepare the Construction Documents to be in compliance with requirements of all applicable governmental authorities having jurisdiction over the design of the Project.

(v) Provide Owner with five (5) sets of plans and specifications for review and approval.

(vi) Upon completion of the Construction Documents and prior to their issuance for bidding, obtain approval of said Construction Documents (and of the latest statement of estimated construction cost) from Owner. Acceptance and approval of the Architect/Engineer's Construction Documents by Owner shall not constitute nor be deemed a release of the Architect/Engineer for the accuracy, completeness and competency of the Architect/Engineer's designs, Drawings, Specifications or other documents or services provided under this Agreement. The Architect/Engineer agrees to rework documents as necessary, at no cost to Owner, to correct designs, Drawings, Specifications or other documents found to be inaccurate, incomplete or incompetent.

(vii) Upon completion and approval of Construction Documents and prior to bidding, submit plans, specifications, and other documents, as required for issuance of a building permit, to governmental authorities having jurisdiction over the Project.

(viii) Upon completion of the Construction Documents and in conjunction with the completion of the Plan Review for Code Compliance, Section 4 of the TEA "Certification of Project Compliance" form [required under the provisions of 19 TAC §61.1036(c)(3)(F)] must be executed by the Architect/Engineer and returned to Owner.

G. Bidding or Negotiation Phase. In connection with the Bidding or Negotiation Phase, the Architect/Engineer shall:

(i) if the Contractor is a Construction Manager at Risk, assist in the preparation of the Solicitation Documents as requested by Owner. The Contractor shall be responsible for issuing the Solicitation Documents and soliciting bids from subcontractors. Architect/Engineer shall assist Owner by preparing any necessary addenda, attending any pre-bid conference, and reviewing and making recommendations to Owner on the Contractor's proposed subcontractors and the Contractor's Guaranteed Maximum Price proposal. If the cost of the Work as measured by the Contractor's lowest bona fide Guaranteed Maximum Price proposal, exceeds the PCB set forth herein (or as otherwise approved by the Owner's Board of Trustees) due to reasons other than the default of the Architect/Engineer in its obligations under this Agreement, then Owner shall have the rights and remedies set out in the Agreement between Owner and the Contractor. If the PCB is exceeded due to the default of the Architect/Engineer, then Owner shall have the same four alternatives and the Architect/Engineer shall have the same obligations set forth in Article III.G(ii) below.

(ii) if the Contractor is not a Construction Manager at Risk, issue Solicitation Documents as requested by Owner, prepare any necessary addenda, attend any pre-bid conference, maintain lists of recipients of documents, and assist Owner in obtaining and evaluating bids or proposals from bidders. Should the lowest bona fide bid or proposal received for the Work exceed the PCB, set forth herein (or as otherwise approved by the Owner's Board of Trustees), Owner may either (1) give written approval of an increase in the PCB if approved by Owner's Board of Trustees, (2) authorize rebidding of the Project within a reasonable period of time, (3) abandon the Project, or (4) cooperate with the Architect/Engineer in revising the

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scope and quality of the Project to reduce the construction cost. Should the Board of Trustees direct revisions to the Construction Documents as may be necessary to bring the cost within the PCB, the Architect/Engineer shall, without additional charge to Owner, make such revisions no later than 30 days after the date it receives direction from Owner to make the revisions. If Owner requires rebidding of the Project, Architect/Engineer shall do so within a reasonable period of time after it has received direction to do so from Owner, and all services in connection with the rebidding shall be at no additional cost to Owner. Should the lowest bona fide bid or proposal received for the Work on rebidding, or on bidding after the revision to the Construction Documents, exceed the PCB, then Owner shall again have the four alternatives set forth above.

(iii) If during the Bidding or Negotiation Phase, the Architect/Engineer prepares any addenda that affect the Drawings or Specifications in any way, the Architect/Engineer shall revise the Drawings or Specifications, as applicable, to include all such changes reflected in the addenda ("Conformed Documents"). If the addenda were prepared to correct Drawings or Specifications found to be inaccurate, incomplete or incompetent, the Architect/Engineer agrees to timely prepare the Conformed Documents at no cost to Owner. If the addenda were prepared to make changes to Drawings or Specifications based on scope revisions requested by the Owner, the Architect/Engineer will be compensated for preparing the Conformed Documents as an Additional Service. If the addenda were prepared due to the fault of both Architect/Engineer and Owner or for reasons other than as set forth above, the Architect/Engineer's compensation will be equitably adjusted through negotiation to prepare the Conformed Documents.

H. Construction Phase. In connection with the Construction Phase, the Architect/Engineer shall:

(i) Perform all functions of the Architect/Engineer as described in the Contract Documents for the Project, including but not limited to preparation of change orders for Owner's approval and execution. Architect/Engineer shall provide written interpretations, written responses to requests for clarifications, and clarification drawings, necessary for the proper execution or progress of the Work. Change orders requiring material changes to the drawings and specifications shall be compensated as provided in Article IV, unless they result from errors or omissions in the services provided under this Agreement.

(ii) Together with its consultants, critically review and report to Owner or take other appropriate action upon the Contractor's timely submittals such as Shop Drawings, Product Data and Samples required by the Construction Documents, but only for conformance with the design concept of the Work and with the information given in the Contract Documents. All such action shall be taken within the time periods established by the Contract Documents, or if no time periods are established, with reasonable promptness so as to cause no delay.

(iii) Visit the Project site at intervals appropriate to the stage of construction, but in no event less frequently than once per week, and critically observe the Work performed and materials supplied by the Contractor, to the extent appropriate to determine whether the performance by the Contractor is in material conformity with the Contract Documents, and promptly report to Owner (with a copy to Contractor) any deficiencies or problems identified, together with the Architect/Engineer's recommendations for correction. The Architect/Engineer will record each of its Project site visits and promptly submit written reports to Owner (with a copy to Contractor), such written report to include at a minimum the time of arrival at Project

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site, current and recent weather conditions, trades active on the Project, status of construction, status of previously identified deficiencies in the Work, any new deficiencies or issues related to the Work, any other significant observations or pertinent actions needed based on the observations from the Project site visit, and the time of departure from Project site. The Architect/Engineer shall require each engineer or other consultant who prepares plans for the Project to visit the Project site as necessary when construction involves the engineer's or consultant's design work, and to certify, at the appropriate stage, that the Work has been performed in material accordance with the engineer's or consultant's plans. To the extent that the Architect/Engineer shall delegate this function to consultants, the Architect/Engineer shall require the consultants to submit written reports through the Architect/Engineer to Owner (with a copy to Contractor). While the Architect/Engineer will inform the Contractor of the Architect/Engineer's findings, it is expressly understood that it is not the function of the Architect/Engineer to direct or control the Contractor in the performance of the construction contract. The Architect/Engineer shall not be responsible for construction means, methods, techniques, sequences or procedures for the construction work.

(iv) Render written decisions, within the time specified by the Contract Documents or if none is specified, within a reasonable time, on all claims, disputes, and other matters in question between Owner and the Contractor relating to the execution or progress of the Work or the interpretation of the Contract Documents.

(v) Review each Contractor's Estimate for Partial Payment, and determine the amounts owing to the Contractor based on observations at the site and on evaluations of the Contractor's Estimate for Partial Payment, and recommend approval or disapproval of payment by Owner in accordance with the Contract Documents. The issuance of an Estimate for Partial Payment, signed by the Architect/Engineer shall constitute a representation by the Architect/Engineer to Owner that the Work has progressed to the point indicated, and that, to the best of the Architect/Engineer's knowledge, information or belief, based on its review of the Estimate for Partial Payment and its observation of the Work, that the Work has been performed in a good and workmanlike manner in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified.

(vi) On projects where Owner employs a full-time Project Inspector to provide continuous on-site inspection, the Architect/Engineer shall coordinate its observations with this Owner representative; however, this shall not diminish the Architect/Engineer's responsibilities to critically observe the Work in progress, nor to follow established procedures in the handling of submittals, applications for payment, change orders, etcetera, or the Contractor's requests for information, clarification or assistance.

(vii) Upon receipt of notification by the Contractor that Contractor believes the Project is Substantially Complete, the Architect/Engineer shall conduct a review, performed by the appropriate members of its staff and its professional and/or engineering consultants. As a result of this review, the Architect/Engineer shall prepare a list of the items observed needing completion or correction in order to be substantially in compliance with the consultant's Drawings and Specifications. After the Contractor has performed the required completion or corrections, the Architect/Engineer shall notify Owner in writing that the Contract has been materially performed according to the Contract Documents and is ready for Final Inspection, to be scheduled by Owner. The Architect/Engineer shall accompany Owner on the Final Inspection to determine whether the Project has been completed in material accordance with

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the Contract Documents. Architect/Engineer shall review all warranties, guarantees, bonds, equipment operating instructions and similar required materials and documents to make sure that all such materials and documents are received and that they meet the requirements of the Specifications, after which they shall be transmitted to Owner. After determining that, to the best of its knowledge, information, and belief, the requirements of the Contract Documents have been met, the Architect/Engineer shall so state in writing and shall recommend the Contractor's Final Estimate for Partial Payment.

(viii) During the eleventh month of the warranty period set out in each prime general contract for the Project (and notwithstanding prior payment in full of the compensation of the Architect/Engineer), the Architect/Engineer will arrange for a warranty inspection tour of the entire Project by authorized representatives of Owner, the Architect/Engineer and any required consultants, and of each prime Contractor engaged upon the Project. The Architect/Engineer will then prepare a list of work observed needing to be performed by each Contractor to satisfy that Contractor's warranty obligations to Owner.

I. Obligations. At any and all times throughout the Project, as part of the Basic Services, Architect/Engineer shall:

(i) Attend such meetings with Owner personnel, the Contractor, and meetings of Owner's Board of Trustees, as may be necessary or reasonably required in order for the Architect/Engineer to accomplish the Basic Services, including obtaining any required approvals from Owner's Board of Trustees.

(ii) At the request of Owner, attend up to two public hearings on the Project.

(iii) Perform any and all other services inferable from or incidental to the above specified services, or which are customarily furnished in accordance with generally accepted architectural or engineering practice.

(iv) If the Project is being constructed pursuant to a Construction Manager at Risk Agreement between Owner and the Contractor, the Architect/Engineer shall perform all obligations required of the Architect/Engineer under such Construction Manager at Risk Agreement, a copy of which has been provided to Architect/Engineer and the provisions of which are incorporated herein by reference.

(v) Perform all obligations of Architect/Engineer set forth in the General Conditions, a copy of which has been provided to Architect/Engineer and the provisions of which are incorporated herein by reference.

(vi) Maintain all insurance required under this Agreement.

ARTICLE IV. ADDITIONAL SERVICES.

The following Additional Services are not included in Basic Services and shall be provided by the Architect/Engineer if authorized or confirmed in writing by Owner, and they shall be paid for by Owner as provided in this Agreement, in addition to the compensation for Basic Services:

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- A. Services for acoustics, closed circuit television, card reader door access system, food service, landscaping and irrigation, and the services described in Article X.
- B. Providing Detailed Estimates of Construction Cost, analyses of owning and operating costs, or detailed quantity survey or inventories of materials, equipment and labor.
- C. Providing interior design and other similar services required for or in connection with the selection, procurement or installation of furniture, furnishings and related equipment, except as provided in Article III.
- D. Providing a material change to the Drawings, Specifications and supporting data in connection with change orders or as otherwise requested in writing by Owner (exclusive of services remedying errors or omissions of the Architect/Engineer).
- E. Providing design services of consultants for other than the normal architectural, civil, structural, mechanical, and electrical and other services for the Project as described in Article III.A.
- F. Updating of Construction Documents to reflect accurate, as-built conditions (from information furnished by Contractor) on Record Drawings. Upon completion of construction, the Architect/Engineer shall make changes in the original drawings to show, to the best of its knowledge, information, and belief, the as-built condition of the Project and final location of the mechanical service lines and outlets and shall forward the same to Owner in the format described in the AISD Project Development Manual.
- G. Developing a detailed program (unless specifically mentioned elsewhere) which shall address Owner's requirements regarding design objectives and relationships, flexibility and expendability, special equipment and systems, site conditions, and construction budget.
- H. If the Contractor is not a Construction Manager at Risk, assisting Owner in evaluating for approval or disapproval the Contractor's proposed subcontractors and suppliers.
- I. Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural or engineering practice.

ARTICLE V. OWNER RESPONSIBILITIES.

- A. Owner shall provide information as to the requirements for the Project, the long-range facility plan and/or Educational Specifications, approved by Owner's Board of Trustees, and procedures to be followed.
- B. Owner shall examine documents submitted by the Architect/Engineer and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of the Architect/Engineer's work.
- C. When requested by the Architect/Engineer, Owner shall, with reasonable promptness, furnish to the Architect/Engineer a complete and accurate survey of the site or pertinent parts thereof, giving, as required, grades and lines of streets and other physical improvements, both on and adjoining the site, boundaries and contours of the land, locations of trees, and full

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information as to sewer, water, gas and electrical lines and services. Owner shall, when deemed necessary by Owner, obtain and pay for test borings and laboratory analysis of soil foundation conditions.

D. Owner shall furnish to the Architect/Engineer, for reproduction and inclusion in the Contract Documents, one copy of each of Owner's applicable solicitation forms and Contract Documents.

E. Owner shall designate an Authorized Representative to whom the Architect/Engineer shall address all communications and who shall be authorized to bind Owner in matters relating to the administration of this Agreement (other than those matters for which this Agreement requires approval of the Owner's Board of Trustees). Unless the Board of Trustees shall by resolution provide otherwise, Owner's Authorized Representative shall be the Executive Director of the Construction Management Department (or a delegate so designated in writing by the Executive Director of the Construction Management Department).

ARTICLE VI. PROJECT CONSTRUCTION BUDGET.

A. Unless expressly authorized by the Owner's Board of Trustees, the PCB shall not exceed the amount given in Article I.

B. The PCB shall not include any amounts payable under this Agreement or any fees, costs and reimbursable expenses payable to any Special Consultant. The term "Special Consultant" shall mean any engineer or other consultant described in Article IV.E, or any other consultant hired to perform specialized design, engineering or similar services.

C. The PCB shall not include the costs of any furniture, materials, equipment, or services furnished by Owner.

ARTICLE VII. PAYMENTS TO THE ARCHITECT/ENGINEER.

A. Payments for Basic Services will be made promptly by Owner in proportion to the services performed to increase the compensation for services to the following percentages of the total:

	<u>NON-ROOFING PROJECTS</u>	<u>PHASE</u>	<u>TOTALS</u>
(i)	Completion of Schematic Design Phase	15%	15%
(ii)	Completion of Design Development Phase	15%	30%
(iii)	Completion of Construction Documents Phase	40%	70%
(iv)	Bidding or Negotiation Phase	5%	75%
(v)	Construction Phase (to be paid upon monthly statements based on percentage of completion of construction contract)	25%	100%
	<u>ROOFING PROJECTS</u>	<u>PHASE</u>	<u>TOTALS</u>
(i)	Completion of Schematic Design Phase	15%	15%

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(ii)	Completion of Construction Documents Phase	40%	55%
(iv)	Bidding or Negotiation Phase	5%	60%
(v)	Construction Phase (to be paid upon monthly statements based on percentage of completion of construction contract)	40%	100%

Approved progress payments within each phase (excluding Bidding or Negotiation Phase) shall be made monthly, subsequent to payment request by Architect/Engineer. Payment for the services performed in the Bidding or Negotiation Phase shall be paid upon completion of the services for this Phase. A Disclosure Statement confirming payment amounts to HUB firms shall be submitted with each payment request.

B. Payments on account of Additional Services as defined in Article IV and for Reimbursable Expenses as defined in Article II.C, shall be made only monthly upon presentation of the Architect/Engineer's statement of services rendered or expenses incurred accompanied by invoices, time sheets, and other evidence of expenses as requested by Owner.

C. Undisputed payments not paid when due shall accrue interest in accordance with the provisions of Section 2251.021 et seq. of the Texas Government Code.

D. Owner may withhold, amend, or nullify any request for payment by the Architect/Engineer under conditions that include those described below:

(i) Owner's receipt of evidence that one or more of the Architect/Engineer consultants has not been duly paid for its services in connection with this Project subsequent to the Owner having disbursed compensation to the Architect/Engineer in consideration of and stemming from efforts extended by the consultants.

(ii) At Owner's discretion, Owner may withhold a portion of the Architect/Engineer's fee in connection with Construction Phase Services until the Architect/Engineer has reviewed at the job site the Contractor's list of Work items needing correction or completion to render the Project completed in accordance with Contract Documents.

(iii) Losses incurred by Owner as a result of the failure of the Architect/Engineer to render any service required by this Agreement in accordance with the provisions of Article I B., including the failure to perform services in a timely manner. The Architect/Engineer agrees to negotiate the amount of loss to the Owner, itemized costs of which shall be provided to the Architect/Engineer by the Owner. Owner will endeavor to provide the Architect/Engineer with written notification of damages resulting from Architect/Engineer's delay in performance as the cost is being incurred, to the extent such information can be determined by Owner.

(iv) Failure of the Architect/Engineer to submit timely records of Project conference proceedings as specified in this Agreement.

(v) Failure of the Architect/Engineer to submit timely reports of its job site observations containing detailed information as specified in this Agreement.

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(vi) Failure of the Architect/Engineer to provide updated record drawings (if required to be provided by Owner) within 30 days after details of deviations from Contract Documents have been provided to the Architect/Engineer by the Contractor.

(vii) Failure of the Architect/Engineer to design for compliance with applicable local, State or federal laws as specified in this Agreement, such that subsequent compliance costs exceed expenditures which would have been involved had services been properly executed by the Architect/Engineer.

(viii) Failure of the Architect/Engineer to make final modifications to original Construction Documents subsequent to Owner having provided marked up Construction Documents (or a separate critique list) to the Architect/Engineer prior to bidding, and failure of the Architect/Engineer to return marked up Construction Documents to Owner.

(ix) Losses incurred as a result of defects, deficiencies, errors and omissions in the design, working drawings, specifications or other documents prepared by the Architect/Engineer to the extent that the financial losses are greater than Owner would have originally paid had there not been defects, errors and omissions in the documents.

(x) Architect/Engineer's breach of an obligation under this Agreement which continues past any cure period required by this Agreement or provided by Owner.

(xi) Failure of the Architect/Engineer to submit Disclosure Statements, as required, confirming payment amounts to HUB firms.

E. Owner has the right to suspend or terminate this Agreement for its convenience. If Owner suspends the Project for more than three months through no fault of Architect/Engineer, or terminates this Agreement for its convenience and through no fault of the Architect/Engineer, then the Architect/Engineer shall be compensated for all services performed prior to receipt of written notice from the Owner of such suspension or abandonment, together with Reimbursable Expenses then due. If the Project is resumed after being suspended for more than three months, the Architect/Engineer's compensation may be equitably adjusted through negotiation.

ARTICLE VIII. ARCHITECT/ENGINEER'S ACCOUNTING RECORDS.

A. The Architect/Engineer agrees to maintain appropriate accounting records of costs, expenses, and payrolls of employees working on the Project for a period of three years after warranty period services have been completed, and all other pending matters concerning this Agreement have been closed. The Architect/Engineer further agrees that the Owner shall have access during normal business hours and upon reasonable notice to any and all books, documents, papers and records of the Architect/Engineer which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits and examinations.

ARTICLE IX. DEFAULT

A. Upon a default by the Architect/Engineer, Owner will provide the Architect/Engineer with 10-days written notice of default and opportunity to cure. If the default is not cured within said

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time period then Owner shall have (i) the rights and remedies set forth in this Agreement, (ii) the right to terminate this Agreement, and (iii) the right to pursue any other remedies at law or equity. All of such rights are cumulative and not exclusive and may be exercised concurrently or successively.

B. Upon a default by Owner, the Architect/Engineer will provide Owner with 10-days written notice of default and opportunity to cure. If the default is not cured within said time period, then the Architect/Engineer will have the rights set forth herein or the right to pursue any other remedies at law or equity. All of such rights are cumulative and not exclusive and may be exercised concurrently or successively.

C. The parties agree to mediate any dispute arising in connection with this Agreement or the Contract Documents in good faith prior to filing suit for damages.

ARTICLE X. OTHER ADDITIONAL SERVICES

The Additional Services described below or in an attached proposal from the Architect/Engineer dated _____, 20____, shall be performed by Architect/Engineer in connection with this Agreement (any terms and conditions that may be contained in an attached proposal, other than the description of the Additional Services and compensation amount for such Additional Services, are not a part of this Agreement):

[describe Additional Services or provide a summary statement for an attached proposal, or if none, write "None"].

ARTICLE XI. INSURANCE AND INDEMNIFICATION

A. Architect/Engineer shall maintain insurance in the types, and with coverage in amounts not less than those described below for the duration of the Agreement, and shall require all consultants to maintain insurance required by Owner for consultants. If Owner does not require specific coverage for consultants, then Architect/Engineer shall require its consultants to maintain commercially reasonable professional liability, commercial general liability and other appropriate insurance. Owner's requirements are minimum requirements, and Architect/Engineer may maintain additional or greater coverage.

1. **Workers' Compensation and Employers' Liability Insurance** coverage with limits consistent with statutory benefits outlined in the Texas Workers' Compensation Act (Title 5, Subtitle A, Texas Labor Code) and minimum policy limits for Employers Liability Insurance of \$500,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$500,000 bodily injury by disease each employee. The Architect/Engineer's policy shall apply to the State of Texas and include these endorsements in favor of the Owner:

- (a) Waiver of Subrogation in favor of the Owner.
- (b) 30-day Notice of Cancellation.

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2. **Commercial General Liability Insurance** with a minimum combined bodily injury and property damage per occurrence limit of \$1,000,000 and a general aggregate limit of \$2,000,000, products/completed operations aggregate limit of \$2,000,000, and Personal and Advertising Injury limit of \$1,000,000. The policy shall contain the following provisions:

- (a) Contractual liability coverage for liability assumed under this Agreement and all contracts relative to this Project.
- (b) Contractors/Subcontractors Work coverage.
- (c) Aggregate limits of insurance per project endorsement.
- (d) Owner listed as an additional insured. Such coverage shall provide for Owner to be covered against claims arising out of construction operations and completed operations without further restriction and such coverage shall be endorsed to be primary and non-contributory insurance coverage to Owner.
- (e) 30-day Notice of cancellation, nonrenewal or substantial modification in favor of the Owner.
- (f) Waiver of Transfer Right of Recovery Against Others in favor of the Owner.

3. **Business Automobile Liability Insurance** for all owned, non-owned and hired vehicles with a minimum combined single limit of \$1,000,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$500,000 bodily injury per person, \$1,000,000 bodily injury per accident and at least \$250,000 property damage liability per accident. The policy shall contain the following endorsements in favor of the Owner:

- (a) Waiver of Subrogation endorsement in favor of Owner.
- (b) 30-day Notice of Cancellation endorsement.
- (c) Additional Insured endorsement in favor of Owner.

4. **Professional Liability Insurance.** Throughout the period of the Architect/Engineer's responsibility under this Agreement and for three years thereafter (if available), Architect/Engineer shall maintain in force Architects and Engineers Professional Liability Insurance with a minimum limit as stated below per claim and in aggregate to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission committed with respect to plans, maps, drawings, analyses, reports, surveys, change orders, designs, Drawings or Specifications prepared by the insured. The policy shall provide for limits on any one claim of not less than \$1,000,000 and a deductible of not more than 2.0 percent of the policy limits, unless a different minimum policy limit or deductible is otherwise approved in writing by the Executive Director of Construction Management. In the event the Executive Director of Construction Management determines that coverage in higher amounts is needed to protect Owner, the Executive Director may require different limits and deductibles with any additional premiums treated as a reimbursable expense. The policy shall contain an "awareness" clause to the effect that, if the insured shall, during the policy period, become aware of and give notice to the insurer of any circumstances

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during the policy period which may give rise to subsequent claim, any subsequent claim arising out of those circumstances will be deemed to have been made during the policy period. Like coverages will be provided for all civil, structural, mechanical, and/or electrical consultants to the Architect/Engineer. The policy shall provide for 30-day notice of cancellation in favor of the Owner.

5. All required insurance shall be evidenced by a certificate or certificates of insurance completed and forwarded to Owner on forms approved or deemed approved by the Texas Department of Insurance under Chapter 1811 of the Texas Insurance Code and provided or approved by Owner. The Architect/Engineer must forward such certificate(s) of insurance and all required endorsements to Owner before the Agreement is executed, as verification of all coverage required above. The Architect/Engineer shall not commence services until the required insurance has been obtained and until such insurance has been reviewed by Owner. Approval of insurance by Owner shall not relieve or decrease the liability of the Architect/Engineer hereunder and shall not be construed to be a limitation of liability on the part of the Architect/Engineer.

6. If coverage is underwritten on a claims-made basis, the retroactive date shall be coincident with or prior to the date of this Agreement and the certificate of insurance shall state that the coverage is claims made and the retroactive date. The Architect/Engineer shall maintain continuous coverage for the duration of this Agreement and for not less than twenty-four (24) months following substantial completion of the Project. Coverage, including any renewals, shall have the same retroactive date as the original policy applicable to the Project. The Architect/Engineer shall, on at least an annual basis, provide Owner with a certificate of insurance as evidence of such insurance.

7. The Architect/Engineer's insurance coverage is to be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of A VII or better. Owner will accept workers' compensation coverage written by the Texas Mutual Insurance Company (f/k/a Texas Workers Compensation Insurance Fund).

8. All endorsements naming Owner as additional insured, waivers, and notices of cancellation endorsements as well as the certificate of insurance shall indicate:

Austin Independent School District
c/o Executive Director of Contracts and Procurement
1111 West 6th Street
Austin, Texas 78703

9. If insurance policies are not written for amounts specified above, the Architect/Engineer shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

10. Owner reserves the right to review the insurance requirements set forth during the effective period of this Agreement and to make reasonable adjustments to insurance coverage, limits and exclusions when deemed necessary and prudent by Owner based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Architect/Engineer.

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11. The Architect/Engineer shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Agreement or as required in the Agreement.

12. The Architect/Engineer shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the certificate of insurance.

13. The Architect/Engineer shall provide the Owner thirty (30) days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Agreement.

14. The insurance coverages required under this Agreement are required minimums and are not intended to limit the responsibility or liability of the Architect/Engineer.

A. The Architect/Engineer hereby expressly agrees to indemnify, defend and hold harmless Owner, and its officers, agents, employees and members of its governing body, from and against liability for damage, including all claims, demands, costs, causes of action and reasonable attorney's fees for the defense of such claims and demands, to the extent that the damage is caused by or resulting from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by Architect/Engineer, or Architect/Engineer's agents, consultants under contract, or another entity over which the Architect/Engineer exercises control.

B. Article XI.B above shall in no way obligate Architect/Engineer to defend Owner or its officers, agents, employees or members of its governing body against a claim based wholly or partly on the negligence of, fault of, or breach of contract by Owner, Owner's officers, agents, employees or members of its governing body, or other entity over which Owner exercises control, excluding Architect/Engineer and Architect/Engineer's agents, employees or subconsultants. Provided, however, once liability has been determined in connection with such claim and if it is determined that Architect/Engineer is liable in whole or in part, Architect/Engineer shall promptly upon demand reimburse Owner for the reasonable attorneys' fees incurred by Owner in defense of such claim in proportion to Architect/Engineer's liability.

C. Notwithstanding anything contained in Article XI.C above to the contrary, Architect/Engineer acknowledges and agrees that Article XI.C shall not affect Owner's rights to defense as an additional insured under the requirements of Article XI.A.2 and Article XI.A.3 above.

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ARTICLE XII. MISCELLANEOUS

A. This Agreement is performable in Travis County, Texas and venue for litigation arising in connection with this Agreement or the Contract Documents shall be in the courts of competent jurisdiction in Travis County, Texas or in the Federal courts in Austin, Travis County, Texas.

B. Architect/Engineer certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State under federal law.

C. Architect/Engineer certifies and verifies that neither Architect/Engineer, nor any affiliate, subsidiary, or parent company of Architect/Engineer, if any (the "Architect/Engineer Companies"), boycotts Israel, and contractor agrees that Architect/Engineer and Architect/Engineer Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory.

D. Terms in this Agreement not specifically defined herein shall have the same meaning as those in the General Conditions.

E. Time is of the essence of this Agreement.

F. If any word, phrase, clause, sentence or provision of this Agreement, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, invalid, void or unenforceable, that finding shall only affect such word, phrase, clause, sentence or provision, and such finding shall not affect the remaining portions of this Agreement, this being the intent of the parties in entering into this Agreement, and all provisions of this Agreement are declared to be severable for this purpose.

G. All notices under this Agreement shall be in writing and shall be delivered to the party entitled to receive the same by hand (including Federal Express or other courier service) or U.S. Certified Mail, return receipt requested, addressed as follows (or as amended in writing in the future):

to Owner:

Austin Independent School District
1111 West 6th Street
Austin, Texas 78703
Attn: Exec. Dir. Contracts & Procurement
Phone: 512-414-2161

to Architect/Engineer:

Attn: _____
Phone: _____
E-mail: _____

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Notice sent prepaid, by certified mail, return receipt requested, properly addressed as provided herein, with copy sent concurrently by e-mail, shall be deemed delivered, whether or not actually received, upon deposit in the U.S. mail. Notice sent by any other manner will be deemed delivered if and when actually received. Any party may change its address for notice by providing written notice of address change in the manner provided by this Section. Such change will be deemed effective 14 days after it is delivered.

H. This Agreement, together with the documents referenced and incorporated into this Agreement, and all Exhibits thereto constitute the entire agreement between the parties hereto as to the subject matter hereof. This Agreement shall be binding upon, and inure to the benefit of Owner, the Architect/Engineer, their respective successors, assigns and legal representatives. Neither the Architect/Engineer nor Owner shall assign, sublet or transfer any interest in this Agreement without the prior written consent of the other party.

I. If any provision in this Agreement is for any reason determined to be unenforceable, void or invalid, this Agreement shall be reformed to the greatest extent necessary to make the offending provision valid and enforceable, or if this offending provision cannot be modified so as to be valid and enforceable, this Agreement shall be reformed to exclude the offending provision from this Agreement, if it can be done without destroying the basis of the bargain between the parties. As so reformed, the Agreement shall be binding upon and enforceable by both Owner and the Architect/Engineer. No additional consideration shall be due to either party by reason of any such reformation.

J. Architect/Engineer certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State under federal law.

K. Architect/Engineer certifies and verifies that neither Architect/Engineer and Architect/Engineer Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory.

L. This Agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

M. The persons signing this Agreement on behalf of a party represent and warrant that they are duly authorized to execute this Agreement on behalf of such party, without the consent or joinder of any other person or entity.

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Executed to be effective as of the date first set forth above, which shall be filled in by Owner upon its execution of this Agreement.

ARCHITECT/ENGINEER:

OWNER:

AUSTIN INDEPENDENT SCHOOL DISTRICT

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Email: _____

STATEMENT OF CERTIFICATION

The Texas Board of Architectural Examiners, P. O. Box 12337, Austin, Texas 78701-2337, Telephone (512) 305-9000, has jurisdiction over individuals licensed as architects under the Regulation of Architect and Related Practices, Chapter 1051 of the Texas Occupations Code.

The Texas Board of Professional Engineers, 1917 IH 35 South, Austin, Texas 78741, Telephone (512) 440-7723, Fax (512) 442-1414 has jurisdiction over individuals licensed as Professional Engineers under *TEXAS ENGINEERING PRACTICE ACT AND RULES*.

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EXHIBIT "A" TO THE A/E AGREEMENT

STRUCTURAL ENGINEERING CONSULTANT:

Name: _____

Address: _____

Telephone No.: _____

Type of Business Organization: _____

MECHANICAL ENGINEERING CONSULTANT:

Name: _____

Address: _____

Telephone No.: _____

Type of Business Organization: _____

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ELECTRICAL ENGINEERING CONSULTANT:

Name: _____

Address: _____

Telephone No.: _____

Type of Business Organization: _____

CIVIL ENGINEERING CONSULTANT:

Name: _____

Address: _____

Telephone No.: _____

Type of Business Organization: _____

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OTHER CONSULTANT:

Name: _____

Address: _____

Telephone No.: _____

Type of Business Organization: _____

OTHER CONSULTANT:

Name: _____

Address: _____

Telephone No.: _____

Type of Business Organization: _____

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EXHIBIT "B" TO THE A/E AGREEMENT

ARCHITECT/ENGINEER:

POSITION

FULLY LOADED HOURLY RATE

CONSULTANTS RETAINED BY ARCHITECT/ENGINEER:

1. CONSULTANT'S NAME: _____

POSITION

FULLY LOADED HOURLY RATE

2. CONSULTANT'S NAME: _____

POSITION

FULLY LOADED HOURLY RATE

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3. CONSULTANT'S NAME: _____

POSITION

FULLY LOADED HOURLY RATE

4. CONSULTANT'S NAME: _____

POSITION

FULLY LOADED HOURLY RATE

5. CONSULTANT'S NAME: _____

POSITION

FULLY LOADED HOURLY RATE