**AGREEMENT**

**for**

**MISCELLANEOUS PROFESSIONAL ARCHITECTURAL OR**

**ENGINEERING SERVICES**

**on**

**PROJECTS OF LIMITED SCOPE**

This Agreement is made as of \_\_, 20\_\_ (the “**Effective Date**”), by and between:

The Owner: **The University of Texas at San Antonio**

and

Professional Firm:

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

 The Owner and Professional Firm agree as follows:

ARTICLE 1

TERM OF AGREEMENT

1.01 **Initial Term:** This initial term of this Agreement shall begin on the Effective Date and shall expire twenty-four (24) months after that date unless renewed or terminated in accordance with the terms of the Agreement.

1.02 **Renewal Option:** The Owner has the option to renew this Agreement for up to two (2) additional renewal terms of twelve (12) months each upon written notice to Professional Firm prior to the expiration of the initial or any subsequent term.

1.03 **Completion of Work in Progress:** Upon expiration or termination of the Agreement, no new Task Orders (ref. Section 3.01) will be issued under the terms of this Agreement; provided however, that the terms of the Agreement shall survive as to any Task Order in progress, any unfinished work or defective work, and any warranty and indemnification obligations of the Professional Firm on or after such expiration or termination date.

ARTICLE 2

MAXIMUM AUTHORIZED CONTRACT SUM

2.01 **Maximum Contract Sum:** The total, maximum, not-to-exceed amount of money authorized for payment to Professional Firm for services provided pursuant to this Agreement is Two Million Five Hundred Thousand Dollars ($2,500,000) (“**Maximum Contract Sum**”). This Agreement is not effective for amounts exceeding the Maximum Contract Sum unless approved by the Board of Regents of The University of Texas System. Total billings for authorized work performed by Professional Firm under this Agreement shall not exceed the Maximum Contract Sum. The Maximum Contract Sum shall not be increased except by written amendment to this Agreement executed by the Owner and Professional Firm.

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

ARTICLE 3

SCOPE OF WORK

3.01 **In General:** Professional Firm agrees to provide professional design and technical services and all related services on a per-project basis (each a “**Project**”) as requested by the Owner in accordance with the terms of this Agreement. These services are generally described as, but are not limited to:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

3.02 **Job Order Contract:** The specific scope of work for each Project (the “**Work**”) shall be determined in advance and in writing between the Owner and Professional Firm as more particularly described below. The Owner shall meet or electronically communicate with the Professional Firm to discuss the intended scope of a Project, the anticipated cost and schedule of the Project, and the basic services to be provided by Professional Firm for the Project. Subsequent to such meeting, and upon request by the Owner, the Professional Firm will prepare and provide to the Owner a Project proposal (“**Project Proposal**”) in a format substantially similar to **Exhibit A**, or as otherwise requested by Owner. Should the Owner select the Professional Firm to complete the Project, the Owner will prepare and provide to the Professional Firm a professional Task Order contract (“**Task Order**”) in a form substantially similar to **Exhibit B**.

3.03 **Notice to Proceed**: Subsequent to execution of the Task Order by the Owner and the Professional Firm, the Owner will issue to the Professional Firm a written notice to proceed (the “**Notice to Proceed**”). The Notice to Proceed will authorize the Professional Firm to begin the Project and Work identified in the Task Order on the date specified in the Notice. The Professional Firm will not begin Work on the Project until Professional Firm receives the Notice to Proceed.

3.04 **Project Status Report**: For each Task Order, Professional Firm shall provide each month to Owner Project Manager (ref. Section 5.02) a Job Order Project Status Report (sample attached as **Exhibit C**). The Job Order Project Status Report will be submitted via email unless otherwise directed by the Owner Project Manager.

ARTICLE 4

PROFESSIONAL FIRM’S GENERAL SERVICES AND RESPONSIBILITIES

4.01 **Project Manager:** Professional Firm shall manage Professional Firm’s services and administer any Project authorized pursuant to this Agreement. Professional Firm shall provide and/or coordinate the basic services necessary and reasonably inferable for the complete performance of any Project authorized pursuant to this Agreement.

 4.02 **Standard of Care:** Professional Firm agrees and acknowledges that Owner is entering into this Agreement in reliance on Professional Firm’s represented professional abilities with respect to performing Professional Firm’s Work, duties, and obligations under this Agreement. Professional Firm shall perform its Work (i) with the professional skill and care ordinarily provided by competent professional firms practicing in the same or similar locality and under the same or similar circumstances and professional license; and (ii) as expeditiously as is prudent considering the ordinary professional skill and care of a competent professional firm practicing under the same circumstances. Professional Firm shall provide all qualified personnel necessary to accomplish Professional Firm's Work within the time limits set forth in the schedule.

4.03 **Compliance with Laws:** Professional Firm shall endeavor to perform Professional Firm's Services in compliance with all applicable national, federal, state, municipal, and State of Texas laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction over the Project.

4.04 **Compliance with Standards:** Professional Firm shall comply with the *UTSA Design and Construction Standards* located at <https://facilities.utsa.edu/departments/engineering-and-project-management/>.

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

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

4.07 **Phasing:** Professional Firm shall not proceed beyond any previously authorized phase of the Work for a Project unless authorized by the Owner in writing, except at Professional Firm’s own financial risk. Applicable phases of the scope of Work shall be identified in the Task Order.

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

4.09 **Documentation:** Professional Firm shall fully document its Project activities, in drawings, reports or other methods as appropriate to the scope of Work as identified in the Task Order. Professional Firm shall bear the cost of providing all plans, specifications and other documents used by Professional Firm and its consultants.

ARTICLE 5

 THE OWNER'S RESPONSIBILITIES

* 1. **Project Program:** The Owner shall provide the project scope; schedule; objectives, any applicable characteristics and constraints; the preliminary project budget when necessary and applicable, and a description of the basic services to be provided by Professional Firm for the Project.
	2. **Owner’s Representative:** The Owner designates Owner’s *Associate Vice President of* Real Estate, Construction, and Planning (or successor position) or her/his designees (the “**Owner Administrator**”) as its representative for the purpose of administering this contract. For each Project, the Owner Administrator may designate a representative (“**Owner Project Manager**”) to act partially or wholly for Owner in connection with the Project. Professional Firm shall coordinate its services for each Project through Owner Project Manager or as otherwise directed by Owner Administrator.
	3. **Special Information:** When applicable,Owner shall furnish available property, boundary, easement, right-of-way, topographic and utility surveys; plans and specifications; and special data and conditions relevant to the Project. Owner shall furnish other special investigations of the Project site as requested by Professional Firm and as reasonably necessary for the Project. Professional Firm shall exercise reasonable care in relying upon this information in the performance of its services under this Agreement. Owner makes no warranties or representations as to the accuracy or suitability of information provided to Professional Firm by the Owner or by others.
	4. **Entry on Land:** The Owner shall assist Professional Firm in gaining entry to state owned or controlled property as necessary for Professional Firm to perform its services under this Agreement.
	5. **Administrative Services:** The Owner shall furnish all legal, accounting, auditing and insurance counseling services that it requires for the Project.
	6. **Review of Work:** When the Task Order includes development stages, the Owner will review Professional Firm's documents at the completion of each stage of development as described in the Task Order. Owner’s review comments or decisions regarding the documents will be furnished to Professional Firm in a reasonably prompt manner. The Owner will notify Professional Firm in writing of any material error or omission or other defect in the Project or any conflict in the contract documents that the Owner becomes aware of, but Owner shall have no obligation or duty to investigate whether such faults, defects, or conflicts exist.
	7. **Time for Response:** The Owner shall furnish required information and services and shall render approvals and decisions as expeditiously as necessary for the orderly progress of Professional Firm's services and of the Work.

ARTICLE 6

ACCEPTANCE OF WORK

* 1. **Owner's Satisfaction:** All Work shall be completed to the satisfaction of the Owner Administrator. Owner Administrator shall decide all questions regarding Professional Firm’s performance under the Agreement and such decisions shall be final and conclusive.
	2. **Correction of Work:** Should Professional Firm’s services not conform to the requirements of this Agreement and the Task Order as reasonably determined by the Owner Administrator, Owner may order Professional Firm to re-perform such services at no additional expense to the Owner or deduct the fees for such services from any other fees payable to Professional Firm.
	3. **Liability:** Owner’s approval or acceptance of Professional Firm's services will not release Professional Firm from any liability for such services because Owner is, at all times, relying upon Professional Firm's skill and knowledge in performing Professional Firm's services.

ARTICLE 7

COMPENSATION FOR SERVICES RENDERED

* 1. **Owner’s Approval Required:** Owner agrees to pay Professional Firm for those services rendered at Owner's specific request, in advance and in writing.
	2. **Scheduled Billing Rates:** Attached as **Exhibit D**, and incorporated herein, is Professional Firm’s Schedule of Billing Rates, including hourly billing rates and/or per service billing rates as applicable. The Billing Rates include all costs for any identified services and Professional Firm shall not be entitled to any additional compensation for providing those services. The Schedule of Billing rates shall remain in full force and effect for the initial two (2) year term of this Agreement. At least ninety (90) days before the expiration of the initial term or any renewal period exercised by the Owner, Professional Firm shall submit any changes to its billing rates that would apply to the subsequent renewal period to the Owner in writing. All rate increases require the Owner Administrator’s approval prior to the exercise of any renewal option. The increased rates apply only to work performed pursuant to Task Orders issued after the effective start date of any renewal period.
	3. **Basic Service:** For Basic Services rendered in connection with any Project authorized pursuant to this Agreement, Professional Firm shall be compensated as described in the Task Order.
	4. **Additional Services: “Additional Services**” are services not identified or reasonably inferable as Basic Services included in the Task Order. Additional Services shall be provided only if authorized and confirmed in writing by the Owner. For approved Additional Services provided in connection with any project authorized by this Agreement, Professional Firm shall provide an Additional Services Proposal to the Owner detailing the scope of the Additional Services and the proposed fee for those services. Should the Owner and Professional Firm elect to proceed with Additional Services, then Owner and Professional Firm will execute a Change Order to Job Order Professional Service Contract, which will be in a form substantially similar to **Exhibit E** (“**Change Order**”). No fees for Additional Services will be paid without an executed Change Order. The fees for Additional Services set forth in a Change Order will be based, at Owner’s discretion, on either an hourly rate in accordance with Professional Firm’s Schedule of Billing Rates, or a not-to-exceed basis, or a lump sum basis. The Professional firm shall be compensated in accordance with the Change Order. For Additional Services performed by Professional Firm’s subcontractors, the Professional Firm’s fees shall be calculated as an amount not to exceed 0.10 times the amount that the subcontractor bills the Professional Firm for those Services.
	5. **Consultant Costs:** Unless approved in advance by the Owner, Professional Firm shall pay for all consultant services and costs associated with his services under this Agreement, whether Basic Services or Additional Services, out of Professional Firm’s fees. Owner is not responsible for any such consultant fees or costs unless otherwise agreed to in writing.

ARTICLE 8

REIMBURSABLE EXPENSES

8.01 **Reimbursable Expenses:** Reimbursable Expenses are in addition to compensation for Basic and Additional Services. Reimbursable Expenses recoverable by Professional Firm under this Agreement are limited to the following:

1. Expenses in connection with from Texas to out-of-state locations, including coach class air fare and reasonable living expenses in accordance with the “Out of State Meals and Lodging Rates” promulgated by the Texas Comptroller of Public Accounts, (plus applicable city and state taxes), but only as directed and approved in advance and in writing by the Owner Administrator (email acceptable);
2. Expenses in connection with in-state travel, including reasonable travel and living expenses, for Professional Firm’s employees and consultants when the Work requires travel more than 50 miles from the place where they are usually and customarily assigned in accordance with the current State of Texas per diem rate (plus applicable city and state taxes), but only as directed and approved in advance and in writing by Owner Administrator (email acceptable);
3. Fees paid for securing approval of authorities having jurisdiction over any particular Project;
4. Expenses of reproductions, printing, collating, postage and handling of Drawings, Specifications, Reports and other documents or other Project related work product, but excluding plotting costs of drawings, reproductions for the use of Professional Firm and Professional Firm’s consultants as well as up to ten (10) review sets as necessary for progressive reviews by Owner in accordance with the Task Order.
5. Communication expenses such as long distance telephone, facsimile transmissions, express charges and postage that are directly attributable to the Project;
6. Disbursements made by Professional Firm under approved subcontracts;
7. Reasonable costs for rental or use of special equipment, tools, and electronic data processing equipment required in connection with the Project if approved in advance and in writing by Owner;
8. Expense of any additional insurance coverage or limits, requested by the Owner excluding professional liability and errors and omissions insurance required under Basic Services of this contract that exceed those normally carried by Professional Firm and Professional Firm’s consultants.
	1. **Compensation for Reimbursable Expenses:** Professional Firm and its employees and consultants, shall be compensated for the actual, out-of-pocket, reasonable costs for all approved Reimbursable Expenses that are incurred solely and directly in connection with the performance of Professional Firm’s services and duties under this Agreement or in the interest of any particular Project.
	2. **Proposal Costs Not Recoverable:** Professional Firm is solely responsible for any expenses or costs, including expenditures of time, incurred by Professional Firm and its employees and consultants in the development of Project Proposals, Additional Services Proposals, or any other development related to the completion and execution of a Task Order. Such expenses or costs are not Reimbursable Expenses.

ARTICLE 9

INVOICING

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

1. Project Name and Work Order Number;
2. Owner Agreement Number;
3. Professional Firm’s Tax Identification Number;
4. Name of Project Manager;
5. Identification of billing period, by calendar month, to which the invoice applies;
6. Itemized description of services provided including the names, billing rates and amount of time per task expended by all persons who performed services on the Project during the billing period.
7. Itemized description of Reimbursable Expenses including copies of receipts;
8. Completion status of Project by percentage;
9. Total amount of invoice;
10. Total amount of prior invoices;
	1. **Limited to Maximum Contract Sum:** It is the responsibility of Professional Firm not to provide services or submit invoices that exceed the Maximum Contract Sum. Services provided, and/or expenses incurred that exceed the Maximum Contract Sum without Owner's written consent will be at Professional Firm 's financial risk and Owner shall not be obligated to pay for any such services or expenses.
	2. **Prompt Payment:** For purposes of *Texas Government Code* § 2251.021(a)(2), the date the performance of service is completed is the date when the Owner Administrator or designated Owner Project Manager approves the invoice. Payment of invoices shall be made within 30 days of Owner’s approval.
	3. **Invoice Submittal:** Invoices shall be submitted to the following contact unless otherwise directed in writing (typically via email) by Owner Project Manager:

 The University of Texas at San Antonio

 Office of Real Estate, Construction, and Planning

 One UTSA Circle

 San Antonio, TX 78249-0673

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

* 1. **Exceptions to Payment:** Regardless of any other provision of this Agreement, Owner shall not be obligated to make any payment requested by Professional Firm under this Agreement if any of the following conditions precedent exist:
1. Professional Firm is in breach or default under this Agreement;
2. The requested payment includes services not performed in accordance with this Agreement; provided, however, payment shall be made the balance of the services that are performed in accordance with this Agreement;
3. The total of Professional Firm 's invoices exceed the Maximum Contract Sum;
4. Professional Firm has failed to make payments promptly to consultants or other third parties used in connection with the services for which Owner has made payment to Professional Firm;
5. Professional Firm becomes insolvent, makes a general assignment of its rights or obligations for the benefit of its creditors, or voluntarily or involuntarily files for protection under the bankruptcy laws; or
6. If Owner, in its good faith judgment, determines that the balance of unpaid compensation is insufficient to complete the services required under this Agreement.
	1. **Partial Payment:** No partial payment by Owner shall constitute or be construed as final acceptance or approval of any services or as a release of any of Professional Firm's obligations or liabilities with respect to such services.
	2. **Subcontractor Payment:** Professional Firm shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the services.
	3. **Final Payment and Release:** The acceptance by Professional Firm or Professional Firm's successors of final payment under this Agreement, shall constitute a full and complete release of Owner from any and all claims, demands, and causes of action whatsoever that Professional Firm or Professional Firm's successors have or may have against Owner pursuant to this Agreement except those claims specifically identified in writing by Professional Firm as unsettled at the time of the final request for payment.

ARTICLE 10

PROFESSIONAL FIRM'S ACCOUNTING RECORDS

Professional Firm shall maintain records of costs, expenses and billings pertaining to services performed under this Agreement in accordance with generally accepted accounting principles. Such records shall be available to the Owner or the Owner's authorized representative at mutually convenient times for a period of at least three (3) years after expiration or termination of this Agreement. Owner shall have the right to audit and to verify the details set forth in Professional Firm's billings, certificates, and statements, either before or after payment. The terms of this paragraph shall survive any termination of the Agreement.

ARTICLE 11

OWNERSHIP AND USE OF DOCUMENTS

11.01 All documents prepared by the Professional Firm are instruments of service and shall remain the property of the Professional Firm. The Owner shall be permitted to retain copies, including reproducible copies, of all documents prepared by the Professional Firm for information and reference in connection with the Owner’s use and occupancy of the project. Owner shall have an irrevocable, fully paid-up perpetual license and right, which shall survive the termination of this agreement, to use the documents, including the originals thereof, and the ideas and designs contained therein, for any purpose, regardless of the Professional Firm’s involvement. The Professional Firm and its consultants shall not be liable for any re-use of or changes made by the Owner to the Drawings or Specifications (including Drawings or Specifications provided in CADD or other electronic format) or for claims or actions arising from any such re-use or changes on projects in which the Professional Firm is not involved.

11.02 Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of Professional Firm's rights.

ARTICLE 12

TERMINATION OF AGREEMENT

12.01 **Termination for Cause:** This Agreement may be terminated by either party upon ten (10) days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the terminating party and such failure is not fully cured prior to the expiration of the notice period. If a termination for cause under this section is later determined to be improper, the termination shall automatically convert to a termination for convenience under section 12.02 and Professional Firm’s recovery for termination shall be strictly limited to the compensation allowable under section 12.03

12.02 **Termination for Convenience:** This agreement may be terminated for convenience by the Owner in whole or in part, upon at least sixty (60) days written notice to Professional Firm.

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

ARTICLE 13

DISPUTE RESOLUTION

* 1. To the extent that it is applicable, the dispute resolution process provided for in Chapter 2260 of the Texas Government Code shall be used by the Professional Firm to resolve any claim for breach of contract made by Professional Firm that is not resolved in the ordinary course of business between Professional Firm and Owner.
	2. Alternative Dispute Resolution Process. Owner may establish a dispute resolution process to be utilized in advance of that outlined in Tex. Gov’t Code, Chapter 2260.
	3. Nothing herein shall hinder, prevent, or be construed as a waiver of Owner’s right to seek redress on any disputed matter in a court of competent jurisdiction.
	4. In any litigation between the Owner and the Professional Firm arising from this Agreement or this Project, neither party will be entitled to an award of legal fees or costs in any judgment regardless which one is deemed the prevailing party.
	5. Nothing herein shall waive or be construed as a waiver of the State’s sovereign immunity.
	6. Neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of a claim constitute grounds for the suspension of performance by Professional Firm , in whole or in part. Owner and Professional Firm agree that any periods set forth in this Agreement for notice and cure of defaults are not waived, delayed, or suspended by Chapter 2260 or this section.
	7. In accordance with Chapter 2260, the Owner designates Owner’s Vice President for Business Affairs as its representative for the purpose of reviewing Professional Firm's claim(s) and negotiating with Professional Firm in an effort to resolve such claim(s).

ARTICLE 14

INSURANCE

**14.01 Insurance Coverage.** Professional Firm, consistent with its status as an independent contractor, will carry and will cause its consultants to also carry, at least the following insurance, with companies authorized to do insurance business in the State of Texas or eligible surplus lines insurers operating in accordance with the [*Texas Insurance Code*](http://www.statutes.legis.state.tx.us/), having an A.M. Best Rating of A-:VII or better, and in amounts not less than the minimum limits of coverage described below. The costs of such insurance will be at the expense of the Professional Firm.

a) Professional Liability Insurance (errors and omissions), acceptable to and approved by the Owner, with a limit of no less than:

$1,000,000 each claim/$2,000,000 aggregate for projects with total project cost less than $50,000,000;

$2,000,000 each claim/$2,000,000 aggregate for projects with total project costs between $50,000,000 and $100,000,000;

$5,000,000 each claim/$5,000,000 aggregate for projects with total project cost greater than $100,000,000.

For consultants, Professional Liability Insurance (errors and omissions) limits shall be not less than $1,000,000 each claim/$2,000,000 aggregate.

Such insurance shall provide coverage for claims arising out of an error, omission or negligent act in the performance of professional services by or on behalf of Professional Firm.  Coverage shall not be limited to bodily injury and property damage, but shall also include economic loss.  Policy shall not include pollution, mold or asbestos exclusions. Claims-made coverage is acceptable, as long as the retroactive date on the policy predates the date that professional services are first performed under this contract.  The policy must provide for the reporting of circumstances that may give rise to a claim.  The policy must be continuously renewed for at least five (5) years following project completion.  If coverage is allowed to lapse or the retroactive date on the policy is advanced, then Professional Firm or consultant shall purchase an extended reporting period of five (5) years, or the longest extended reporting period commercially available and any physical property damage, including the loss of use thereof, bodily injury or death resulting there from.

1. Commercial General Liability $1,000,000 each occurrence

 $2,000,000 aggregate

The required Commercial General Liability policy will be issued on a form that insures liability for bodily injury (including death), property damage, and personal and advertising injury assumed under the terms of this Agreement.

c) On Site Insurance: If any services are performed on Owner's premises, Professional Firm will carry and will cause its consultants also to carry the following additional insurance. Professional Firm shall furnish to Owner Certificates of Insurance as set forth below prior to the performance of any work hereunder and shall maintain such coverage during the full term of the Agreement.

Worker's Compensation Statutory Limits

Employer's Liability

Bodily Injury by Accident $1,000,000 each accident

Bodily Injury by Disease $1,000,000 each employee

Bodily Injury by Disease $1,000,000 policy limit

Business Auto Liability

Single Limit $1,000,000 each occurrence

\*If a separate Business Auto Liability policy is not available, coverage for hired and non-owned auto liability may be endorsed on the Commercial General Liability policy.

14.01.01 Evidence of all required insurance shall be provided on a Texas Department of Insurance approved certificate form (Acord Form is a Texas Department of Insurance pre-approved form) verifying the existence of all insurance after the execution and delivery of this Agreement and prior to the performance of any services by Professional Firm under this Agreement. Additional evidence of insurance will be provided on a Texas Department of Insurance approved certificate verifying the continued existence of all required insurance no later than 30 days after each annual insurance policy renewal. All insurance policies, with the exception of worker’s compensation, employer’s liability and professional liability will be endorsed and name The Board of Regents of The University of Texas System, The University of Texas System and University as Additional Insured for activities arising out of this contract on an ISO (CG 20 10 0704) or equivalent form. Workers compensation insurance policies will be endorsed to provide a waiver of subrogation in favor of The Board of Regents of The University of Texas System, The University of Texas System and University. Commercial General Liability and Business Auto Liability insurance policies will be endorsed to provide primary and non-contributory coverage.

14.01.02 Notice of Cancellation: Required insurance shall not be cancelable without thirty (30) days’ prior written notice to Owner.

14.01.03 Professional Firm is responsible for any self-insured retentions, or deductibles that apply to any policy limit required herein.

14.01.04 Certificates of Insurance. Approved Texas Department of Insurance certificates will be mailed or emailed to the following University contact.

The University of Texas at San Antonio

Office of Risk Management

One UTSA Circle

San Antonio, Texas 78249

Email Address: riskmgt@utsa.edu

Professional Firm is responsible for obtaining and maintaining evidence of all required insurance from consultants and will provide copies to University upon request.

14.01.05 The insurance policies required in this Agreement will be kept in force for the periods specified below:

Required coverages will be kept in force until receipt of Final Payment to Professional Firm by University;

Workers’ Compensation Insurance and Employer’s Liability insurance will be kept in force until the Work has been fully performed and accepted by University in writing.

Professional Liability insurance shall be maintained in accordance with Section 14.01 a).

14.01.06 If Owner is damaged by failure of Professional Firm (or consultant) to maintain insurance as required herein, then Professional Firm shall bear all reasonable costs properly attributable to that failure.

ARTICLE 15

INDEMNITY

15.01 **Indemnification.** Professional Firm covenants and agrees to indemnify and hold harmless Owner and the elected and appointed officials, employees, officers, directors, volunteers, and representatives of Owner (collectively “Indemnitees”), from and against liability for all damage to the extent caused by or resulting from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the Professional Firm, or its agents, consultants under contract, or another entity over which the Professional Firm exercises control.

15.02 The indemnity provided for in this paragraph does not apply to the extent of any liability resulting from the negligence or fault, the breach or violation of applicable law, or the breach of contract of the Indemnitees or their agents or employees, or any third party under their control or supervision other than the Professional Firm or its agents, employees, subcontractors or consultants of any tier.

15.03 In the event Professional Firm and Owner are found Jointly liable by a court of competent jurisdiction, liability will be apportioned comparatively in accordance with the Laws of the State of Texas without waiving any governmental immunity available to the State under Texas law and without waiving any defense of the Parties under Texas law.

15.04 The provisions of this Section will not be construed to eliminate or reduce any other indemnification or right which Indemnitee has, by law or equity.

ARTICLE 16

HISTORICALLY UNDERUTILIZED BUSINESSES

Professional Firm, as a material provision of the Agreement, must comply and adhere to (i) the Affirmation of Compliance with Historically Underutilized Business (“**HUB**”) Policy submitted by Professional Firm to Owner in response to Owner’s Request for Qualifications No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_; and (ii) to any HUB Subcontracting Plan submitted to Owner in relation to a Task Order. No changes to a HUB Subcontracting Plan can be made by Professional Firm without the prior written approval of the Owner in accordance with the Policy.

ARTICLE 17

SAFEGAURDING OF OWNER RECORDS; PRESS RELEASES; PUBLIC INFORMATION

17.1 Under this Agreement, Professional Firm may (1) create, (2) receive from or on behalf of Owner, or (3) have access to, Owner records or record systems (collectively, “**Owner Records**”). Professional Firm agrees that it will: (1) hold all Owner Records in strict confidence and will not use or disclose Owner Records except as (a) permitted or required by the Agreement, (b) required by Applicable Laws, or (c) otherwise authorized by Owner in writing; (2) safeguard Owner Records according to reasonable administrative, physical and technical standards that are no less rigorous than the standards by which Professional Firm protects its own confidential information; and (3) comply with the Owner’s rules, policies, and procedures regarding access to and use of Owner’s computer systems. At the request of Owner, Professional Firm agrees to provide a written summary of the procedures Professional Firm uses to safeguard and maintain the confidentiality of Owner Records.

17.1.1 Notice of Impermissible Use. If an impermissible use or disclosure of any Owner Records occurs, Professional Firm will provide written notice to University within one (1) business day after Professional Firm’s discovery of that use or disclosure. Professional Firm will promptly provide Owner with all information requested by University regarding the impermissible use or disclosure.

17.1.2 Return of University Records. Professional Firm agrees that within thirty (30) days after the expiration or termination of the Contract, for any reason, all Owner Records created or received from or on behalf of Owner will be (1) returned to Owner, with no copies retained by Professional Firm; or (2) if return is not feasible, destroyed following twenty (20) days written notice to the Owner. Professional Firm will confirm in writing the destruction of any Owner Records.

17.1.3 Disclosure. If Professional Firm discloses any Owner Records to a subcontractor or agent, Professional Firm will require the subcontractor or agent to comply with the same restrictions and obligations as are imposed on Professional Firm by this Section.

17.1.4 Press Releases. Except as required by the Contract, Professional Firm will not make any press releases, public statements, or advertisement referring to the Agreement or the engagement of Professional Firm as an independent contractor of Owner in connection with the Agreement or release any information relative to the Agreement for publication, advertisement or any other purpose without the prior written approval of Owner.

17.1.5 Public Information. Owner strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information under the *Texas Public Information Act* (“**TPIA**”), Chapter 552, *Texas Government Code*. In accordance with Section 552.002 of TPIA and Section 2252.907, *Texas Government Code*, andat no additional charge to Owner,Professional Firm will make any information created or exchanged with Owner pursuant to this Contract that is not otherwise exempt from disclosure under TPIA available in a format reasonably requested by Owner that is accessible by the public**.**

ARTICLE 18

ADDITIONAL STATUTORY AND REGULATORY PROVISIONS

18.1 **Payment of Debt or Delinquency to the State:** Pursuant to Sections 2107.008 and 2252.093, *Texas Government Code*, Professional Firm agrees that any payments owing to Professional Firm under this Agreement may be applied directly toward any debt or delinquency that Professional Firm owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.

18.2 **Franchise Tax Certification:** A corporate or limited liability company, Professional Firm certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171 of the *Texas Tax* Code, or that the corporation or limited liability company is exempt from the payment of such taxes, or that the corporation or limited liability company is an out-of-state corporation or limited liability company that is not subject to the Texas Franchise Tax, whichever is applicable.

18.3 **Family Code Child Support Certification:** Pursuant to Section 231.006, *Texas Family* Code, Professional Firm certifies that it is not ineligible to receive the award of or payments under this Agreement and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

18.4 **Loss of Funding:** Performance by Owner under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the “Legislature”) and/or allocation of funds by the Board of Regents of The University of Texas System (the “**Board**”). If the Legislature fails to appropriate or allot the necessary funds, or the Board fails to allocate the necessary funds, then Owner shall issue written notice to Professional Firm and Owner may terminate this Agreement without further duty or obligation hereunder. Professional Firm acknowledges that appropriation, allotment, and allocation of funds are beyond the control of Owner.

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

18.6 **Professional Firm** **Certification regarding Boycotting Israel.** To the extent required by Chapter 2270, Texas *Government Code*, Professional Firm certifies that it (1) does not currently boycott Israel; and (2) will not boycott Israel during the Term of this Agreement. Professional Firm acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

18.7 **Professional Firm** **Certification regarding Business with Certain Countries and Organizations.** Pursuant to Subchapter F, Chapter 2252, *Texas* *Government Code*], Professional Firm certifies it (1) is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Professional Firm acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

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

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

18.10 **Ethics Matters/No Financial Interest**. Professional Firm and its employees, agents, representatives and subcontractors have read and understand University’s Conflicts of Interest Policy available at <http://www.utsa.edu/hop/chapter4/4-31.cfm>http://www.utsa.edu/hop/chapter4/4-31.cfmhttp://www.utsa.edu/hop/chapter4/4-31.cfm, University’s Standards of Conduct Guide available at <http://www.utsa.edu/acrs/Compliance/eguide/home.html>http://www.utsa.edu/acrs/Compliance/eguide/home.htmlhttp://www.utsa.edu/acrs/Compliance/eguide/home.html, and applicable state ethics laws and rules available at [www.utsystem.edu/ogc/ethics](http://www.utsystem.edu/ogc/ethics). Neither Professional Firm nor its employees, agents, representatives or subcontractors will assist or cause University employees to violate University’s Conflicts of Interest Policy, provisions described by University’s Standards of Conduct Guide, or applicable state ethics laws or rules. Professional Firm represents and warrants that no member of the Board has a direct or indirect financial interest in the transaction that is the subject of this Agreement.

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

ARTICLE 19

MISCELLANEOUS PROVISIONS

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

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

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

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

19.5 **Captions:** The captions of paragraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

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

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

19.8 **179 D Benefit Allocation:** Owner may decide to seek the allocation of certain tax benefits pursuant to Section 179D of the Internal Revenue Code of 1986, as amended, (the “Code”) through this Agreement with Professional Firm.

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

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

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

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

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

ARTICLE 20

NOTICES

20.1 All notices, consents, approvals, demands, requests or other binding communications under this Agreement shall be in writing and delivered to the designated representative of the Professional Firm or Owner set forth in Section 13.02. Written notice may be sent via certified mail, hand delivery, overnight courier, facsimile transmission (to the extent a facsimile number is set forth below), or email (to the extent an email address is set forth below) as provided below, and notice will be deemed given (i) if delivered by certified mailed, when deposited, postage prepaid, in the United States mail, or (ii) if delivered by hand, overnight courier, facsimile (to the extent a facsimile number is set forth below) or email (to the extent an email address is set forth below), when received.

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

If to Owner: The University of Texas at San Antonio

 Attn: Real Estate, Construction, and Planning.

 One UTSA Circle

 San Antonio, TX 78249

 email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*With Copies to*: The University of Texas at San Antonio

 Attn: Sr. Vice President for Business Affairs

One UTSA Circle

San Antonio, TX 78249

Fax: 210-458-4187

Email: vpbaoffice@utsa.edu

If to Professional Firm: [Name of Professional Firm]

Attn: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 IN WITNESS WHEREOF, Owner and Professional Firm have executed and delivered this Agreement effective as of the date identified above.

OWNER: PROFESSIONAL FIRM:

**The University of Texas at San Antonio** **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

By: \_\_\_ By: \_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

EXHIBITS

Exhibit A – Sample Proposal Format

Exhibit B—Task Order

Exhibit C—UTSA Project Status Report

Exhibit D—Professional Firm's Schedule of Billing Rates

Exhibit E—Change Order to Task Order

**Exhibit A**

**SAMPLE PROPOSAL FORMAT**

**Firm Letterhead**

Date

To: <insert name> Project Coordinator

University of Texas at San Antonio

One UTSA Circle

San Antonio, Texas 78249-0673

RE: Project Name, Work Order #

**Dear <insert name>,**

We are pleased to submit this proposal for the above referenced project. As discussed at our site visit with you on <date>, we understand that the project will include professional services.

**Summary of Professional Services to include the following but not limited to:**

Insert detailed scope of services being provided. Related fees

Construction Documents and Construction Administration Related fees

**Additional Services:**

 Insert Additional Services Related fees

**Reimbursables:** Amount

**Please note that the following items are not included, should these items be required, Owner will be notified prior to services being utilized and with Owner approval.**

We will provide additional service beyond the Scope of the work as directed and billed at hourly rates. The hourly rate is as follows:

Insert applicable rates

Please review this proposal and call me if you have any questions.

Thank you,

Name

Title
Firm Name

**EXHIBIT B**

**TASK ORDER**

This Task Order (this "**Contract**") is effective as of \_\_\_\_\_\_\_\_\_\_\_\_ \_\_, 202\_, and is entered into by and between The University of Texas at San Antonio (“Owner”) and the Professional Firm signing below (“**Professional Firm**”).

This Contract will be governed by all terms and conditions of that certain Agreement for Miscellaneous Professional Architectural or Engineering Services on Projects of Limited Scope (the “**Agreement**”) entered into between Owner and Professional Firm as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 202\_

If there is a conflict among the provisions in this Contract or the Agreement, the provision requiring Professional Firm to supply the better quality or greater quantity of services will prevail, or if such conflict does not involve quality or quantity, then interpretation will be in the following order of precedence:

* + 1. The Agreement;

(2) This Contract.

**1. PROFESSIONAL FIRM’S SERVICES & DELIVERABLES**

1.1 **Scope of Work**. Professional Firm will provide professional services related to the Project entitled \_\_\_\_\_\_\_\_\_\_\_\_\_, under Owner’s Work Order Number \_\_\_\_\_\_\_\_\_\_\_\_, as more particularly described below:

**[INSERT SCOPE OF SERVICES]**

Professional Firm shall verify field dimensions and complete as-built drawings. All design and construction shall comply with applicable Federal and State laws and guidelines.

1.2 **Invoices & Deliverables**. Professional Firm shall comply with the following chart for invoices, deliverables, and completion dates:

|  |  |  |  |
| --- | --- | --- | --- |
| Service | Invoice Schedule | Deliverable | Completion Date |
| Schematic Design | 20% | E, 2 FS, 4 HS |  |
| Construction Drawings and Specifications (50%) | 10% | E, 2 FS, 4 HS |  |
| Construction Drawings and Specifications (95%) | 30% | E, 2 FS |  |
| Bidding and Negotiating | 5% | N/A |  |
| Construction Administration | 20% | N/A |  |
| Record Drawings, Specifications, and other Closeout Documents | 5% | Per ***UTSA Design and Construction Standards*** |  |

Legend: E – Electronic file with AutoCAD, Revit, or .pdf per project requirements; FS – Full Size Drawing (36” x 24”); HS – Half Size Drawing

**2. PROFESSIONAL FIRM’S FEES**

2.1 **Fees & Reimbursable Expenses**. Professional Firm’s fee shall be \_\_\_\_\_\_\_\_\_ percent ( %) of actual, final construction cost. Current construction cost estimate is \_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dollars ($\_\_\_\_\_\_\_\_\_), for a total estimated professional fee of **\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dollars** (**$­­­\_\_\_\_\_\_\_\_\_**). Reimbursable expenses (including any multiplier) shall not exceed **\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dollars** (**$\_\_\_\_\_\_\_\_**)without the express written consent of Owner’s Director of Engineering & Project Management.

2.2 **Fee Cap**. Notwithstanding the foregoing, the total fees, to include all fees and reimbursable expenses, charged to Owner by Professional Firm under this Contract will not exceed **\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dollars** (**$\_\_\_\_\_\_\_\_\_**) without the express written consent of Owner’s Director of Engineering & Project Management.

**3. NOTICE TO PROCEED REQUIREMENTS**

Subsequent to execution of this Contract, Owner will issue to Professional Firm a Notice to Proceed authorizing Professional Firm to begin the Project and Work identified in this Contract. In accordance with Section 3.03 of the Agreement, Professional Firm will not begin Work on the Project until Professional Firm receives the Notice to Proceed.

IN WITNESS WHEREOF, Owner and Professional Firm have executed and delivered this Agreement as a sealed instrument as of the date first above written.

**Owner**: **Professional Firm**:

**THE UNIVERSITY OF TEXAS \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**AT SAN ANTONIO**

By: By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**EXHIBIT C**

**UTSA JOB ORDER PROJECT STATUS REPORT**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **UTSA WO#** | **PROJECT NAME** | **UTSA** **PROJECT MANAGER** | **STAGE** | **TASK ORDER EXECUTION** **DATE** | **TASK ORDER COMPLETION DATE** | **STATUS** | **FIRM’S PROJECT MANAGER** |
|  |  |  |  |  |  |  |  |
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**Exhibit D**

**Professional Firm's Schedule of Billing Rates**

**Exhibit E**

**CHANGE ORDER TO Task Order**

**CHANGE ORDER**

**TO TASK ORDER**

**BETWEEN OWNER AND PROFESSIONAL FIRM**

This Change Order Number \_\_\_ (“**Change Order**”) is made as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 202\_ “(**Effective Date**”) by and between:

the **Owner**: The University of Texas at San Antonio

and **Professional Firm**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

for that certain **Task Order** entered into between Owner and Professional Firm related to the Project entitled *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* under Owner’s Project Number PP-\_\_\_\_\_\_\_\_ (collectively, the “**Contract**”).

Owner and Professional Firm desire to modify the Contract as more particularly set for below

**1. Modifications to Contract**

1.1 **The Scope of Services** under Section 1 of the Contract will be modified as follows:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1.3 **The Completion Dates** under Section 1.2 of the Contract will be modified as follows:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1.2 **The Service Fees** under Section 2 of the Contractwill be modified as follows:

*EXAMPLE ONLY*: The current Service Fees will be increased by $2,000, which will modify the total Contract Sum under the Agreement to equal $69,065.

**2. Terms**. This Change Order will be governed by the terms and conditions of that that certain *Agreement for Miscellaneous Professional Architectural or Engineering Services on Projects of Limited Scope* entered into between Owner and Professional Firm on \_\_\_\_\_\_\_\_\_\_\_\_\_, 202\_ (the “**Agreement**”). The Contract and the Agreement are collectively called the “**Agreements**.”

**2.** **Defined** **Terms; Validity**. Except as provided in this Change Order, all terms used in this Change Order that are not otherwise defined will have the respective meanings ascribed to such terms in the Agreements. Except as specifically modified and amended herein, all of the terms, provisions, requirements, and specifications contained in the Agreements remain in full force and effect.

**3. Governing Law**. This Change Order will be construed and governed by the laws of the state of Texas.

Owner and Professional Firm have executed and delivered this Change Order as of the Effective Date.

**PROFESSIONAL FIRM OWNER**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ The University of Texas at San Antonio**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_