

Notice of October 5-7, 2016 meeting of the Board of Architectural and Engineering Examiners.
Posted to the Board of Architectural & Engineering Examiners' website on September 26, 2016.



**STATE OF TENNESSEE
DEPARTMENT OF COMMERCE AND INSURANCE
BOARD OF ARCHITECTURAL AND ENGINEERING EXAMINERS**

500 JAMES ROBERTSON PARKWAY
DAVY CROCKETT TOWER
NASHVILLE, TENNESSEE 37243

Telephone: 615-741-3221 or 800-256-5758

Program Website: <http://www.tn.gov/commerce/section/architects-engineers>

AGENDA

**BOARD OF ARCHITECTURAL AND ENGINEERING EXAMINERS
NOTICE OF BOARD MEETING**

Paris Landing State Park Inn and Conference Center, Ellington C
400 Lodge Road
Buchanan, TN 38222

Wednesday, October 5, 2016

1:00 P.M. INTERIOR DESIGN COMMITTEE MEETING

CALL TO ORDER – Susan Ballard, Chair
NEW BUSINESS
▪ Potential Law, Rule, and Policy Changes
ADJOURNMENT

1:30 P.M. LANDSCAPE ARCHITECT COMMITTEE MEETING

CALL TO ORDER – Blair Parker, Chair
NEW BUSINESS
▪ Potential Law, Rule, and Policy Changes
▪ CLARB Annual Meeting Report
ADJOURNMENT

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Board meetings will be conducted by permitting participation of the Board members by electronic or other means of communication if necessary. Any member participation by electronic means shall be audible to the public at the location specified above. The Department of Commerce and Insurance is committed to principles of equal access. If you need assistance with attending this meeting due to a disability please contact the Department's ADA Coordinator at (615) 741-0481.

2:00 P.M. ARCHITECT COMMITTEE MEETING

CALL TO ORDER – Rick Thompson, Chair

NEW BUSINESS

- Applications and Audits for Review, Discussion and Signature
- Mutual Recognition Arrangement with Australia and New Zealand Letter of Undertaking
- Potential Law, Rule, and Policy Changes

ADJOURNMENT

2:30 P.M. ENGINEER COMMITTEE MEETING

CALL TO ORDER – Laura Reinbold, Chair

NEW BUSINESS

- Applications and Audits for Review, Discussion and Signature
- Potential Law, Rule, and Policy Changes
- Fundamentals of Engineering (FE) Exam Waiver
- Continuing Education Uniformity
- Report on NCEES Annual Meeting
- Outreach to Employers re: Experience Requirements
- Use of Experience Information in NCEES Records

UNFINISHED BUSINESS

- Licensing Agreement with Japan PE/FE Examiners Council
- Energy Service Companies and Engineering Registration Laws

ADJOURNMENT

6:00 P.M. DINNER

Paris Landing State Park Inn and Conference Center, Conference Room A/Ellington C
400 Lodge Road
Buchanan, TN 38222

Thursday, October 6, 2016

8:00 A.M. BOARD MEETING

CALL TO ORDER – Susan Ballard, Chair

- Roll Call

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- Acknowledge Guests
- Review Agenda for Changes and/or Additions

MEETING WITH ARCHITECTURAL, ENGINEERING, LANDSCAPE ARCHITECTURAL AND INTERIOR DESIGN EDUCATORS

- Update on Board Activities (8:00-8:30)
- Update on Programs (8:30-9:30)
- Grants Program Discussion/Presentations (9:30-10:30)
- Breakout Sessions (10:30-12:00)
 - Architecture/Landscape Architecture/Interior Design
 - Update on NCARB, CLARB and CIDQ Activities
 - Licensure Outreach Discussion
 - Engineering
 - NCEES Update
 - New Engineer Intern Application Process/Online Applications
 - Licensure Outreach Discussion

RECESS

12:00 P.M. LUNCH

1:00 P.M. LAW AND RULES/POLICIES COMMITTEE MEETING

CALL TO ORDER – Rick Thompson, Chair

NEW BUSINESS

- Potential Law, Rule, and Policy Changes
- Proposed Bylaws Change
 - Combining Publications and Licensure Outreach Committees into Outreach Committee

ADJOURNMENT

2:00 P.M. GRANTS TO HIGHER EDUCATION COMMITTEE MEETING

CALL TO ORDER – Susan Ballard, Chair

NEW BUSINESS

- Proposal to Increase Grants Appropriation
- Review of Grant Guidelines
- Update on Proposal Submissions

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ADJOURNMENT

2:30 P.M. CONTINUING EDUCATION COMMITTEE MEETING

CALL TO ORDER – Frank Wagster, Chair

NEW BUSINESS

- Potential Rule and Policy Changes

ADJOURNMENT

3:00 P.M. JOINT PUBLICATIONS/LICENSURE OUTREACH COMMITTEE MEETING

CALL TO ORDER – Stephen King, Chair

NEW BUSINESS

- Publications Revisions
- Newsletter Articles
- Licensure Promotion on Campuses
- Meetings with Deans/Program Directors

ADJOURNMENT

3:30 P.M. FINANCE COMMITTEE MEETING

CALL TO ORDER – Philip Lim, Chair

NEW BUSINESS

- Review of Financial Data
- Proposal to Increase Grants Appropriation

ADJOURNMENT

4:00 P.M. BOARD MEETING, CONT.

CALL TO ORDER – Susan Ballard, Chair

- DISCUSSION OF ALTERNATIVE PROCUREMENT/DELIVERY METHODS—John Sparks, ESa
- DISCUSSION OF QUALIFICATIONS-BASED SELECTION AND ADDITIONAL SERVICES—Ricky Bursi

ADJOURNMENT

6:00 P.M. DINNER

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Paris Landing State Park Inn and Conference Center, Ellington C
400 Lodge Road
Buchanan, TN 38222

Friday, October 7, 2016

8:00 A.M. BOARD MEETING

CALL TO ORDER – Susan Ballard, Chair

- Roll Call
- Acknowledge Guests
- Announcements
- Review Agenda for Changes and/or Additions

OPEN FORUM

CONSENT AGENDA – John Cothron, Executive Director

- Minutes from August 2016 Board Meeting
- Staff Complaint Report

PROFESSIONAL SOCIETY REPORTS

LEGAL CASE REPORT – Benjamin Glover

DIRECTOR'S REPORT – John Cothron

- Complaint Data
- Licensing Data
- Financial Data

UNFINISHED BUSINESS

- Qualifications-Based Selection and Additional Services – Peter L. Heimbach, Jr., State Architect
- Action Items – John Cothron

NEW BUSINESS

- Committee Assignments
- Authorization of Travel and Speakers
- 2017 Proposed Travel
- Application/Examination Deadline Dates

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COMMITTEE REPORTS

- Interior Design Committee
- Landscape Architect Committee
- Architect Committee
- Engineer Committee
- Law and Rules/Policies Committee
- Grants to Higher Education Committee
- Publications/Licensure Outreach Committees
- Continuing Education Committee
- Finance Committee

GENERAL DISCUSSION OF FUTURE PLANS, ACTION ON ITEMS DISCUSSED

ADJOURNMENT

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615-741-3221**

POTENTIAL LAW CHANGES FOR DISCUSSION

- Discuss need for experience duration requirement for architect exam applicants (3 years for most applicants); should completion of IDP be sufficient?

POTENTIAL RULE CHANGES FOR DISCUSSION

APPLICATIONS

- Amend Rule 0120-01-.04 Applications – General to state that engineer intern and architect, engineer, and landscape architect comity applications shall expire one (1) year from the date of application. Architect, engineer, and landscape architect exam applications will continue to expire five (5) years from the date of application, but this should probably be changed, as well, when/if the exam application process is changed for those professions.
- Amend Rule 0120-04-.03 Applications to state that registered interior designer applications shall expire one (1) year from the date of application.
- Amend rules to allow architect and landscape architect exam candidates to apply directly to the National Council of Architectural Registration Boards (NCARB) and the Council of Landscape Architectural Registration Board (CLARB) to sit for the exams.

ARCHITECT EDUCATION AND EXPERIENCE REQUIREMENTS

- Amend Rule 0120-01-.11(3) to restore subparagraph (d), which was inadvertently omitted in rule changes that took effect in December 2015:

(d) For purposes of this paragraph, an architectural degree from a program accredited by the Canadian Architectural Certification Board (CACB), or from a program deemed substantially equivalent by the NAAB, is deemed to be equivalent to a degree from a NAAB-accredited program.

REFERENCES

- Add the following paragraph regarding confidentiality of references to Rules 0120-01-.04 Applications—General and 0120-04-.05 Applications, or submit as a legislative proposal:
 - Letters of recommendation and reference forms submitted as part of or in supplement to an application are considered non-public records. These records are only used as advisory material for the Board’s determination of individual qualification, and they will not be divulged except in special cases when required by law.

ENGINEERING EXPERIENCE

- Amend Rule 0120-01-.10(2) to state, “At least one (1) year of engineering experience must either be completed in the United States or show a familiarity with U.S. codes and engineering practice.”

- Amend Rule 0120-01-.10(2) to state that a graduate degree that is used, in part or in whole, to satisfy education requirements cannot be applied for experience credit toward licensure. Also consider language developed by the NCEES Committee on Education: "Experience credit for a graduate degree cannot be earned concurrently with work experience credit."

DESIGN COMPETITIONS/RFPs/RFQs POLICY

- Add Board policy on design competitions/RFPs/RFQs to rules:

A person who is properly registered or licensed as an architect, engineer or landscape architect in another jurisdiction but who is not registered in Tennessee may participate in a design competition or submit RFPs or RFQs in Tennessee so long as prior to participating in the design competition or submitting RFPs or RFQs, the person files an application for registration (without the application fee and supporting documentation) with the Board and certifies therein his or her intent to complete the application process and obtain registration in Tennessee prior to executing any contract that may result from the design competition, RFP or RFQ. In no event may a person who is not registered by the Board enter into a contract to provide architectural, engineering or landscape architectural services in Tennessee.

PROPOSED BYLAWS CHANGE

Combine the Publications and Licensure Outreach committees into one Outreach Committee:

Section 6.07 Licensure Outreach Committee. ~~The Licensure Outreach Committee shall explore avenues to promote licensure, and plan meetings with deans/program directors of schools of architecture, engineering, landscape architecture and interior design, suggest and prepare articles for inclusion in the Board newsletter, recommend changes to Board publications and documents, and develop new publications as needed.~~ The Licensure Outreach Committee shall explore avenues to promote licensure, and plan meetings with deans/program directors of schools of architecture, engineering, landscape architecture and interior design, suggest and prepare articles for inclusion in the Board newsletter, recommend changes to Board publications and documents, and develop new publications as needed. This committee shall consist of members from each profession regulated by the Board.

Section 6.08 Nominations Committee. The Nominations Committee shall review officer election criteria and procedures and recommend changes to the bylaws as needed, call for officer nominations, and present a slate of candidates to the full Board. This committee shall consist of members from each profession regulated by the Board.

Section 6.09 Publications Committee. ~~The Publications Committee shall suggest and prepare articles for inclusion in the Board newsletter, recommend changes to Board publications and documents, and develop new publications as needed. This committee shall consist of members from each profession regulated by the Board.~~

Section 6.409 Special Committees and Task Forces. Special committees and task forces may be appointed at any time by the chair for any purpose pertinent to the work of the Board. Such committee or task force shall be assigned a specific charge or charges and time for completion of its work. Its membership shall be representative of the knowledge and experience required.

REPORT ON THE 2016 CLARB ANNUAL MEETING PHILADELPHIA, PA

Tennessee A & E Attendees: Blair Parker (Board Member) and John Cothron (Executive Director)

The following issues were discussed at the CLARB Annual Meeting on September 22-24, 2016:

- The meeting began with a discussion of the future of licensure, a presentation on communicating with stakeholders (use of newsletters, social media, etc.), and legislative success stories from members of the Nebraska, Arizona and North Carolina boards. The landscape architecture profession recently faced deregulation in both North Carolina and Arizona, although these efforts were defeated. Geologists were deregulated in Arizona, and they now have a “voluntary registration” program.
- Member Board Executives (MBEs) discussed tracking complaints and disciplinary action during the MBE Session. CLARB has proposed a national complaint tracking database to supplement the disciplinary action database, which would allow them to provide complaint statistics to aid in licensure defense efforts. However, most MBEs expressed reservations about posting complaint information prior to formal action.
- Member Board Members (MBMs) discussed the use of metrics to evaluate board performance. While evaluating board performance is not the norm, it may prove helpful in the future when sunset and/or deregulation reviews take place.
- Stephen Nutt, Chief Advocacy Officer from the Federation of Associations of Regulatory Boards (FARB), presented trends in regulation. He noted that FARB has created an advocacy committee to fight deregulation efforts, which have proliferated since last year’s *North Carolina Board of Dental Examiners v. Federal Trade Commission* Supreme Court decision.
- CLARB leadership provided an update on efforts to revise the CLARB Model Law. The revised Model Law will be presented for adoption at next year’s annual meeting.
- Additional sessions addressed trends among member boards, the regulation of ethics, and an update on the “Model Board” project, in which the Washington and Arizona boards participated.
- The meeting concluded with a report on strategic planning successes and challenges by the MBEs of the Texas and Arizona boards and an update on the 2016 task analysis of the practice of landscape architecture, which is used to determine content for the Landscape Architect Registration Exam. Landscape architects from 58 countries responded to the task analysis survey.
- The following officers were elected: Chris Hoffman (MS), President; Christine Anderson (CA), President-Elect; Phil Meyer (KS), Vice President; Allison Fleury (WY), Secretary. Bob Mercier (MS) continues to serve as Region 3 Director. Melissa Cornelius (AZ) was appointed to serve as the MBE Director.
- The next Annual Meeting is scheduled for September 13-16, 2017, in Boise, ID. Future annual meetings will be held in Toronto, Canada (2018), St. Louis, MO (2019), and New York, NY (2020).

MEMORANDUM

DATE: 28 June 2016

TO: Member Board Chairs
Member Board Executives

FROM: Kristine A. Harding, NCARB, AIA
President, NCARB 

RE: Request for Signatories to the new Mutual Recognition Arrangement with Australia and New Zealand

The ability of an architect licensed in a U.S. jurisdiction to lawfully seek and find work abroad depends on their ability to become licensed in that foreign jurisdiction. In February, 2016 a new Mutual Recognition Arrangement was signed by the leaders of the Council, the Architects Accreditation Council of Australia (AACA), and the New Zealand Registered Architects Board (NZRAB).

In late 2014, current and former chairs of NCARB's Education Committee, Internship Committee, and Examination Committee, along with additional subject-matter experts, were appointed by then-president Dale McKinney, FAIA to review the requirements for licensure in Australia and New Zealand. Through a substantial comparative analysis, this special review team found a significant correlation between the expected professional competencies for practice and the way they were established and assessed in both countries. Furthermore, the detailed comparative analysis revealed that both countries maintain a rigorous and standardized licensure process that parallels NCARB's.

The terms of this Arrangement follow the lines of our current arrangement with Canada and are strongly founded on accredited education, structured experience, and comprehensive examination; the mainstays of licensure in our U.S. jurisdictions. All three countries also provide for alternative paths to licensure for those without accredited education. Those alternatives, like ours, are appropriately rigorous and include extended periods of experience prior to initial licensure. While this arrangement includes those applicants, the focus of the Arrangement is based on the primary and most often utilized pathway.

Kristine A. Harding, NCARB, AIA
President/Chair of the Board
Huntsville, Alabama

Gregory L. Erny, NCARB, AIA
First Vice President/President-elect
Reno, Nevada

David L. Hoffman, FAIA, NCARB
Second Vice President
Wichita, Kansas

Terry L. Allers, NCARB, AIA
Treasurer
Fort Dodge, Iowa

Robert M. Calvani, NCARB, AIA
Secretary
Albuquerque, New Mexico

Dennis S. Ward, FAIA, NCARB
Past President
Florence, South Carolina

David R. Prengaman, AIA, NCARB
Director, Region 1
Providence, Rhode Island

Susan B. McClymonds, AIA, CSI, CCS, SCIP
Director, Region 2
Amsterdam, New York

Alfred Vidaurri Jr., FAIA, NCARB, AICP
Director, Region 3
Fort Worth, Texas

Stephen L. Sharp, AIA, NCARB
Director, Region 4
Springfield, Ohio

Bayliss Ward, NCARB, AIA
Director, Region 5
Bozeman, Montana

Jim Oschwald, NCARB, AIA, LEED, AP^{BD+C}
Director, Region 6
Albuquerque, New Mexico

Kingsley Johnson Glasgow
Member Board Executive Director
Little Rock, Arkansas

John E. Cardone Jr.
Public Director
Lake Charles, Louisiana

Michael J. Armstrong
Chief Executive Officer

**Memorandum to Member Board Chairs and Member Board Executives
Mutual Recognition Arrangement with Australia and New Zealand
June 28, 2016
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The fundamental principles of recognition under this Arrangement are:

- Citizenship or lawful permanent residence in the home country,
- Validation of licensure in good standing from the home authority, and
- 6,000 hours (approximately three years) of post-licensure experience in the home country.

An architect who obtained their license through other foreign reciprocal registration procedures would not qualify for reciprocal registration under this Arrangement.

Implementation of the Arrangement is contingent on more than half of all NCARB Member Boards becoming formal signatories to the Arrangement by December 31, 2016. Likewise, AACA has the same timeframe to collect signed Letters from all eight of their member jurisdictions. NZRAB represents all registered architects in New Zealand and has secured ratification of the Arrangement. **Once we have collected the required number of signatories, the new arrangement will become effective January 1, 2017.**

Attached to this letter is the MRA and a Letter of Undertaking that we are respectfully asking you to sign on behalf of your Board. Please review this Letter of Undertaking with your fellow Board members and return an executed copy to Maurice Brown (mbrown@ncarb.org) by **December 31, 2016**. We will keep you informed as to the progress of Member Boards who are signing on to the Arrangement. Should you have any questions regarding the Arrangement or its impact, feel free to contact either Kathy Hillegas (khillegas@ncarb.org) or Stephen Nutt (snutt@ncarb.org).

Attachments:

- Letter of Undertaking
- MRA between NCARB and AACA and NZRAB
- Letter of Good Standing (template)
- Declaration of Professional Experience (template)
- AACA/NZARB/NCARB Statement of Credentials (template)
- Confirmation of Council Certification

Letter of Undertaking
with respect to the

MUTUAL RECOGNITION ARRANGEMENT
between the
NATIONAL COUNCIL OF ARCHITECTURAL REGISTRATION BOARDS
and the
ARCHITECTS ACCREDITATION COUNCIL OF AUSTRALIA
and the
NEW ZEALAND REGISTERED ARCHITECTS BOARD

The National Council of Architectural Registration Boards (NCARB)
representing the architectural licensing boards of the 50 United States,
the District of Columbia, Guam, Puerto Rico, and the U.S. Virgin Islands.

AND

The Architects Accreditation Council of Australia (ACA)
representing the architectural licensing boards of the eight states and territories of Australia.

AND

The New Zealand Registered Architects Board (NZRAB)
representing the registered architects of New Zealand.

WHEREAS, NCARB, ACA, and NZRAB have agreed to and signed a Mutual Recognition Arrangement (Arrangement) dated 10 February 2016, ratified by the architectural licensing authorities represented by NCARB, the architectural licensing authorities represented by ACA, and the NZRAB.

NOW THEREFORE, this *Letter of Undertaking* shall be signed, without modification, by each individual licensing/registration authority wishing to participate in the Arrangement.

The undersigned licensing/registration authority, having the authority to register or license persons as Architects within its jurisdiction, wishes to become a signatory to the Arrangement by virtue of this *Letter of Undertaking*. In doing so, the licensing/registration authority agrees to and acknowledges the following:

1. The terms used in this *Letter of Undertaking* shall have the same meaning as defined in the Arrangement between NCARB, ACA, and NZRAB dated 10 February 2016.
2. The undersigned individual has the authority to sign on behalf of the licensing/registration authority.

Letter of Undertaking
MRA between NCARB, AACA, and NZRAB

3. As a signatory to the Arrangement, the undersigned licensing/registration authority will adhere to the fundamental principles of the Arrangement and agrees to accept the *Letter of Good Standing* provided by the home licensing/registration authority and the applicant's personal *Declaration of Professional Experience* as satisfying the eligibility requirements for licensing/registration as set forth in the Arrangement.
4. The undersigned licensing/registration authority will not impose any additional education, experience, or examination requirements, or require the applicant to provide education transcripts, experience verifications, examination scores, or government identification numbers (including, but not limited to, Social Security Numbers or social insurance numbers). However, the host licensing/registration authority may impose familiarity with local laws and other local requirements that also apply to all domestic applicants seeking reciprocal licensure.
5. In keeping with the above, the undersigned licensing/registration authority agrees that it will accept for licensure/registration to practice architecture in its jurisdiction a licensed/registered architect who holds a valid and current NCARB Certificate that has been issued in accordance with the Arrangement and satisfies all conditions outlined within the Arrangement.

IN WITNESS WHEREOF, the licensing/registration authority named below has caused the duly authorized person, on its behalf, to execute and deliver this *Letter of Undertaking*.

Entered into on _____, 201__.

By: _____
Name of Licensing/Registration Authority

Name of duly authorized individual and title

Signature

Copy of Mutual Recognition Arrangement attached

MUTUAL RECOGNITION ARRANGEMENT
between the
NATIONAL COUNCIL OF ARCHITECTURAL REGISTRATION BOARDS
and the
ARCHITECTS ACCREDITATION COUNCIL OF AUSTRALIA
and the
NEW ZEALAND REGISTERED ARCHITECTS BOARD
as executed

10 February 2016

The National Council of Architectural Registration Boards (NCARB)
representing the architectural licensing boards of the 50 United States,
the District of Columbia, Guam, Puerto Rico, and the U.S. Virgin Islands.

AND

The Architects Accreditation Council of Australia (AACA)
representing the architectural licensing boards of the eight states and territories of Australia.

AND

The New Zealand Registered Architects Board (NZRAB)
representing the registered architects of New Zealand.

This Mutual Recognition Arrangement has been designed to recognize the professional credentials of architects licensed/registered in the U.S., Australia, and New Zealand and to support their mobility by creating the opportunity to practice beyond their borders. More specifically, the purpose of this Arrangement is to facilitate the registration of an architect licensed in a participating U.S. jurisdiction as an Australian architect or New Zealand architect; and the licensing of an Australian architect or New Zealand architect as an architect in a U.S. jurisdiction that has agreed to participate in the Arrangement.

WHEREAS, NCARB establishes model regulations for the profession of architecture and promulgates recommended national standards for education, experience, and examination for initial licensure and continuing education standards for license renewal to the 54 Member Boards; as well as establishing the education, experience, and examination requirements for the *NCARB Certificate* in support of reciprocal licensure within the United States;

WHEREAS, AACA advocates, coordinates, and facilitates the development of national standards of competency for the profession of architecture through education, practical experience, and examination requirements for initial licensure and license renewal for all eight Australian State and Territory Registration Boards;

WHEREAS, NZRAB, as established by an act of the New Zealand Parliament, or its statutory successor, holds the statutory authority to determine the minimum education qualifications, work experience requirements, and assessment procedures for initial registration and license renewal as a registered architect in New Zealand, as well as the responsibility to register, monitor, and discipline all architects registered in New Zealand;

WHEREAS, NCARB and the AACA previously ratified Mutual Recognition Agreements in 1973, 1983, and 2006 that were never fully realized; NCARB, the AACA, and the Architects Education and Registration Board of New Zealand (AERB/NZ) ratified separate Practice in a Host Nation Agreements in 2002 that were never fully implemented; and the AERB/NZ no longer exists and has been statutorily replaced by the NZRAB; and NCARB, AACA, and the NZRAB declare all former Agreements no longer exist or are terminated;

WHEREAS, the NCARB Member Boards, the Australian State and Territory Boards, and the NZRAB are empowered by statutes to regulate the profession of architecture in their respective jurisdictions, including establishing education, experience, and examination/assessment requirements for licensure/registration and license/registration renewal;

WHEREAS, the standards, protocols, and procedures required for entry to the practice of architecture within the United States, Australia, and New Zealand have benefitted from many years of effort by NCARB, AACA, and NZRAB;

WHEREAS, NCARB and the AACA are the lead organizations recognized by their individual state and territory registration authorities and the NZRAB has the necessary statutory authority for the negotiation of mutual recognition arrangements for architects with similar foreign authorities;

WHEREAS, accepting there are differences between the systems in place in United States, Australia, and New Zealand, nonetheless there is significant and substantial equivalence between the regulatory systems for licensure/registration and recognition of the privilege and obligations of architects registered to practice in the United States, Australia, and New Zealand;

WHEREAS, NCARB, AACA, and NZRAB are recognized by the profession as mature and sophisticated facilitators of licensure to which the utmost full faith and credit should be accorded and desire to support reciprocal licensure/registration in the host country of architects who have been licensed/registered in their home country;

WHEREAS, any architect actively engaging or seeking to engage in the practice of architecture in any United States jurisdiction, Australian jurisdiction, or New Zealand must obtain the authorization to practice from the jurisdiction, must comply with all practice requirements of the jurisdiction, and is subject to all governing legislation and regulations of the jurisdiction;

NOW THEREFORE, NCARB, AACA, and NZRAB agree as follows:

1. PARTIES TO THE ARRANGEMENT

Any NCARB Member Board and any Australian State or Territory Board may become a party to the provisions of this Arrangement by submitting a signed *Letter of Undertaking* to the responsible negotiating representative. The *Letter of Undertaking* is incorporated herewith and includes the binding requirements for the implementation of this Arrangement by each individual signatory jurisdiction. The *Letters of Undertaking* shall be distributed, collected, and maintained by NCARB, AACA, and NZRAB respectively. NCARB and AACA each shall promptly notify the others in writing of all individual signatories. Each NCARB Member Board and each Australian State or Territory Board that executes a *Letter of Undertaking*, and which has not withdrawn from this Arrangement, as well as NCARB, AACA, and NZRAB once they sign this Arrangement below, shall be known as a “Party to this Arrangement.”

2. ELIGIBILITY REQUIREMENTS

1. Architects who are able to benefit from the provisions of this Arrangement must be citizens respectively of the United States, Australia, or New Zealand or have lawful permanent residency status in that country as their home country in order to seek licensure/registration in one or the other countries serving as the host country under this Arrangement.
2. Architects shall not be required to establish citizenship or permanent residency status in the host country in which they seek licensure/registration under this Arrangement.
3. Architects must be licensed/registered in a jurisdiction of their home country and must have completed at least 6,000 hours of post-licensure/registration experience practicing as a registered architect in their home country as demonstrated through the provision of proof of current and valid licensure in good standing from the jurisdictional licensing authority and a declaration signed by the applicant attesting to the experience.
4. Notwithstanding items 1, 2, and 3 above, Architects who have become licensed/registered in their home country by means of a foreign reciprocal licensing agreement/arrangement are not eligible under this Arrangement.

3. CONDITIONS

A U.S. Architect to AACA Jurisdiction

Upon application, those Australian State and Territory Boards who become a Party to this Arrangement agree to license/register as an architect in their respective jurisdiction any U.S. architect who:

1. meets the eligibility requirements listed in Section 2 of this Arrangement, and
2. holds a current *NCARB Certificate*, and
3. has been issued an *AACA Statement*, and
4. is currently licensed/registered in good standing by one or more NCARB Member Board(s) that is a Party to this Arrangement.

B U.S. Architect to NZRAB

Upon application, the NZRAB agrees to register as an architect in New Zealand any U.S. architect who:

1. meets the eligibility requirements listed in Section 2 of this Arrangement, and
2. holds a current *NCARB Certificate*, and
3. is currently licensed/registered in good standing by one or more NCARB Member Board(s) that is a Party to this Arrangement.

C Australian Architect to NCARB Jurisdiction

Upon application, NCARB shall issue an *NCARB Certificate* to any Australian Registered Architect licensed/registered in one or more AACA jurisdiction(s) meeting the eligibility requirements listed above.

Upon application, those NCARB Member Boards who become a Party to this Arrangement agree to license/register as an architect in their respective jurisdiction any Australian Registered Architect who:

1. meets the eligibility requirements listed in Section 2 of this Arrangement, and
2. holds a current *AACA Statement*, and
3. has been issued an *NCARB Certificate*, and
4. is currently licensed/registered in good standing by one or more Australian State and Territory Board(s) that is a Party to this Arrangement.

D New Zealand Architect to NCARB Jurisdiction

Upon application, NCARB shall issue an *NCARB Certificate* to any New Zealand Registered Architect licensed/registered by the NZRAB meeting the eligibility requirements listed above.

Upon application, those NCARB Member Boards who become a Party to this Arrangement agree to license/register as an architect in their respective jurisdictions any New Zealand Registered Architect who:

1. meets the eligibility requirements listed in Section 2 of this Arrangement, and
2. holds a current *NCARB Certificate*, and
3. is currently licensed/registered in good standing by the NZRAB.

4. MONITORING COMMITTEE

A Monitoring Committee is hereby established to monitor the performance of all signatories who have agreed to be bound by the terms and conditions of this Arrangement to assure the effective and efficient implementation of this Arrangement.

The Monitoring Committee shall be comprised of no more than five individuals appointed by NCARB, no more than five individuals appointed by AACA, and no more than five individuals appointed by NZRAB. The Monitoring Committee shall convene at least one meeting (by phone, video conference, or in person) in each calendar year, and more frequently if circumstances so require.

5. LIMITATIONS

Nothing in this Arrangement limits the ability of an NCARB Member Board, Australian State or Territory Board, or the NZRAB to refuse to license/register an architect or impose terms, conditions or restrictions on his/her license/registration as a result of complaints or disciplinary or criminal proceedings relating to the competency, conduct, or character of that architect where such action is considered necessary to protect the public interest.

Nothing in this Arrangement limits the ability of NCARB, AACA, NZRAB or any individual state or territory registration board to seek appropriate verification of any matter pertaining to the foregoing or the eligibility of an applicant under this Arrangement.

6. AMENDMENT

This Arrangement may only be amended with the written consent of NCARB, AACA, and NZRAB. Any such amendment will be submitted to each NCARB jurisdiction and AACA jurisdiction, who may re-affirm their respective assent to this Arrangement as so amended or may withdraw as a Party to this Arrangement.

7. NO ASSIGNMENT

No Party can assign their rights under this Arrangement without the prior written consent of NCARB, AACA, and NZRAB.

The Parties agree that a reference to an individual State or Territory Board includes a reference to any entity, board or regulator that assumes the role and responsibility to regulate an architect registered by that individual State or Territory Board under the relevant legislation, and that a restructure of an individual Board will not be deemed an assignment under this Arrangement.

8. WITHDRAWAL

Any NCARB Member Board, Australian State or Territory Board, or the NZRAB may withdraw from this Arrangement with 90-days written notice given respectively to the responsible negotiating representative. NCARB, AACA, and NZRAB shall each promptly notify the other in writing of all withdrawals.

In the event of withdrawal, all licenses/registrations and any *NCARB Certificate* granted to architects pursuant to this Arrangement shall remain valid as long as all registration and renewal obligations are maintained and all other generally applicable licensure requirements are met or unless registration is revoked for cause.

9. TERMINATION

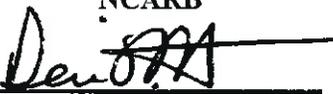
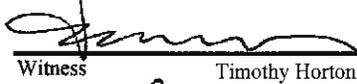
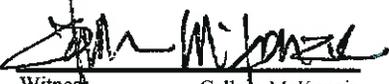
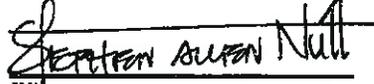
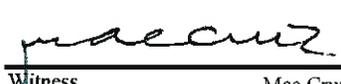
NCARB, AACA, or NZRAB may invoke termination of this Arrangement with 90-days written notice to the other parties. This Arrangement shall also terminate if more than one-half of the respective NCARB Member Boards or any Australian State and Territory Board or the NZRAB cease to be Parties to this Arrangement.

In the event of termination, all licenses/registrations granted pursuant to this Arrangement prior to the effective termination date shall remain valid as long as all registration and renewal obligations are maintained and all other generally applicable licensure requirements are met or unless registration is revoked for cause.

10. ENTRY INTO FORCE

This Arrangement shall come into force at such time as more than one-half of all NCARB Member Boards and all Australian State and Territory Boards have become Party to this Arrangement and the NZRAB has become party to this Arrangement so long as such condition is met on or before December 31, 2016, or as mutually extended by the NCARB, AACA, or NZRAB Board of Directors.

SIGNATURES

| NCARB | | AACA | | NZRAB | |
|---|---|---|--|-------|--|
|  President Dennis Ward |  President Richard Thorp |  Chair Warwick Bell | | | |
|  CEO Mike Armstrong |  CEO Kate Doyle |  CEO Paul Jackman | | | |
|  Witness Kristine Harding |  Witness Timothy Horton |  Witness Pip Cheshire | | | |
|  Witness Dale McKinney |  Witness Nadine Roberts |  Witness Callum McKenzie | | | |
|  Witness Stephen Nutt 30 January 2016 |  Witness Mae Cruz 8 February 2016 |  Witness Christina van Bohemen 10 February 2016 | | | |

Letter of Good Standing

DATE

NAME
ADDRESS
ADDRESS
ADDRESS
ADDRESS

Dear Sir or Madam:

This is to confirm that [*NAME OF ARCHITECT*] was licensed/registered on [*MONTH / DAY / YEAR*] with the [*NAME OF LICENSING AUTHORITY*] and was not licensed by means of a foreign reciprocal licensing agreement or a Broadly Experienced Foreign Architect program.

[*NAME OF ARCHITECT*] is currently a licensee/registrant in good standing with the [*NAME OF LICENSING AUTHORITY*] and is not currently the subject of disciplinary action by this licensing authority nor has a record of unresolved disciplinary action on file with this licensing authority.

Sincerely,

NAME
Registrar

TEMPLATE TO BE COMPLETED BY APPLICANT

Declaration of Professional Experience

with respect to the

MUTUAL RECOGNITION ARRANGEMENT

between the

NATIONAL COUNCIL OF ARCHITECTURAL REGISTRATION BOARDS

and the

ARCHITECTS ACCREDITATION COUNCIL OF AUSTRALIA

and the

NEW ZEALAND REGISTERED ARCHITECTS BOARD

I, [*NAME OF ARCHITECT*], declare and affirm that:

I am a citizen or hold permanent residency status in [*UNITED STATES* or *AUSTRALIA* or *NEW ZEALAND*];

I am a licensed/registered architect, and currently a licensee/registrant in good standing with the [*NAME OF LICENSING AUTHORITY*];

I was licensed on [*MONTH / DAY / YEAR*] with the [*NAME OF LICENSING AUTHORITY*] who will separately be confirming that I am in good standing with that Authority, and I did not obtain licensure in that jurisdiction by means of a foreign reciprocal licensing agreement/arrangement or a Broadly Experienced Foreign Architect program;

- I have completed a minimum of 6,000 hours of post-licensure experience as an architect engaged in the lawful practice of architecture in my home country;
- I meet all of the eligibility requirements of the Mutual Recognition Arrangement for reciprocal licensing between NCARB, AACA, and NZRAB; and
- I understand that upon licensure/registration, I must comply with all practice requirements of the host jurisdiction and will be subject to all governing legislation and regulations of the host jurisdiction.

NO I have/had a disciplinary action registered against me by a licensing authority (circle one)

YES *If yes, submit the summary findings and official action of the licensing authority, as well as any further explanation necessary with this form.*

The host licensing authority has the right to request further details with respect to all disciplinary actions.

I affirm that the above statements are accurate and true to the best of my knowledge and belief.

Name of Architect (print)

Signature

Date



[architects
accreditation
council
of australia](#)

ABN 83 465 163 655
ACN 109 433 114
PO Box 236
Civic Square ACT
Australia 2608
T: 612 6230 0506
F: 612 6230 7879

mail@aaca.org.au

www.aaca.org.au

AACA STATEMENT

| | | | |
|--------------------------------------|----------|-------------------|---------------|
| Applicant: | XXXX | | |
| Education: | MArch | University of NSW | May 1983 |
| Other: | N/A | | |
| Architectural Practice Examination*: | Passed | | October 1990 |
| First Registered: | NSW | | December 1990 |
| Currently Registered: | Victoria | | |

See attached statement of current registration status (*provided by the relevant architect registration board. AACA would seek this from the relevant Board*)

* The AACA Architectural Practice Examination (APE) is a nationally consistent competency based assessment benchmarked against the National Standard of Competency for Architects. See <http://competencystandardforarchitects.aaca.org.au/matrix/index/print/assessment/4?assessment%5B%5D=4>.

The APE comprises three parts - completion of a logbook (3,300 hours) and Statement of Practical Experience, a written paper and an interview with architect practitioners. Candidates who have satisfactorily met the requirements of all three parts of the APE may apply for registration to the Architects Registration Board in any state or territory in Australia. See <http://competencystandardforarchitects.aaca.org.au/matrix/index/print/assessment/4?assessment%5B%5D=4>

Evaluation of Record

For application for registration/licensure in the United States of America
under the Australia United States New Zealand MRA

Applicant's name: -

New Zealand registration number: -

Academic qualification relevant to
registration: -

Qualification provider: -

Year academic qualification obtained: -

Current New Zealand registration status: -

Date first registered: -

For further information, contact the New Zealand Registered Architects Board at
info@nzrab.org.nz or 0064 4 471 1336:



Council Certification

NCARB FILE NO. «NCARB_NO» NCARB CERTIFICATE NO. «NCARB_CERT_NUM»

The National Council of Architectural Registration Boards
Certifies that

«NCARB_NAME_FIRST» «NCARB_NAME_MIDDLE» «NCARB_NAME_LAST»

has met all requirements for Council Certification
and is therefore recommended to all Registration Authorities for
REGISTRATION or LICENSE AS AN ARCHITECT.

Given under our hand and the Seal of the Council
This _____ day of _____ in the year _____.



Terry Allers, AIA, NCARB
Secretary

Article IX, Section 3 of the Bylaws provides that, "Council Certification shall be in effect for a period of one year. Renewal of the Certification shall be predicated upon the submission of an annual fee and the submission of an annual report containing such information as the Council deems appropriate."

I HEREBY CERTIFY that annual renewal fees and reports having been submitted as required by the Bylaws, the above Certification is in effect on this _____ day of _____ in the year _____.

2016 NCEES Annual Meeting Report Indianapolis, IN

Attendees: Ricky Bursi, Robert Campbell, John Cothron, Benjamin Glover, Philip Lim, Laura Reinbold

- Action was taken on the following significant motions:
 - An amended Finance Committee motion passed setting the computer-based PE exam price at \$375, and the FE/FS exam price at \$175 (a \$50 reduction), effective January 2018.
 - A controversial motion that would have added language to the *Model Law* and *Model Rules* for structural engineers parallel to that of professional engineers and professional surveyors failed (UPLG Motion 12).
 - A Financial Reserves Task Force motion regarding the creation of a standing Reinvestment Committee that would award up to 5 percent of invested reserves each year to support the mission and vision of NCEES failed. The NCEES Board of Directors opposed this motion based on legal advice that NCEES fiduciary responsibilities belong to the Board of Directors alone.
 - A Northeast Zone resolution to remove the automatic exam candidate approval option, which allowed applicants to sit for the professional exams after attesting to meeting the selected board's requirements, was withdrawn after the Board of Directors decided to remove this option.
 - A Southern Zone resolution to provide additional funding for zone meetings with an attendance above 75 members passed.
 - A South Carolina motion for NCEES to fund three (3) delegates to attend regional and annual meetings passed.
 - Several Education Committee motions passed clarifying that a graduate degree that is used, in part or in whole, to satisfy education requirements cannot be applied for experience credit toward licensure.
 - An Education Committee motion passed amending the *Model Rules* to state, "Experience credit for a graduate degree cannot be earned concurrently with work experience credit."
 - Position statements were adopted on Sustainability and Remote Sensing Technologies.
- Session topics included: Professional Ethics; Proposed Revisions to EAC/ABET Criteria; Understanding Exam Development; E3 and Future Technology Initiatives to Support Member Boards; Update on PE and PS Transition to CBT; Building Information Modeling; Public-Private Partnerships.
- The Engineering Forum discussed structural engineering licensure and the possible development of a non-technical professional practice exam, among other topics.
- There was much discussion about recent changes to the NCEES records program that has resulted in a backlog of record transmittals and delays and extra work for record holders who established a record before 2008. NCEES is working to resolve the issue.
- The Committee on Examinations for Professional Engineers (EPE) reported that they are discussing the possibility of NCEES assuming responsibility for exam development activities for Group II PE exams, which are currently developed in association with technical societies.
- A meeting was held with Dr. Shinichi Yamauchi of the Japan PE/FE Examiners Council (JPEC) regarding the establishment of a memorandum of understanding between Tennessee and JPEC.
- Benjamin Glover and John Cothron attended the Law Enforcement Program on linguistic statement analysis.
- Officer Elections: Dan Turner (AL) began his term as 2016–17 NCEES President. Patrick Tami (CA) was elected to serve as President-Elect.
- Upcoming Meetings: Board Presidents' Assembly, Atlanta, GA, February 3-4, 2017; Southern Zone Meeting, St. Thomas, VI, April 27-29, 2017; Annual Meeting, Miami, FL, August 23-26, 2017.

THE JAPAN PE/FE EXAMINERS COUNCIL

TENNESSEE STATE BOARD OF ARCHITECTURAL AND ENGINEERING EXAMINERS

THIS MEMORANDUM OF UNDERSTANDING (the “AGREEMENT”) is made and entered into this ____ day _____ of 201__ by and between The Japan PE/FE Examiners Council (hereinafter referred to as “JPEC”), with a mailing address of 2-10-17-2F, Akasaka, Minato-ku Tokyo, Japan 107-0052 and the Tennessee State Board of Architectural and Engineering Examiners (hereinafter referred to as the “Board”), with a mailing address of 500 James Robertson Pkwy., 5th Floor, Nashville, TN 37243, USA.

The Professional Engineer (PE) license is regarded as the global standard for engineering and is a recognized criterion of an individual’s engineering competency;

The Fundamentals of Engineering (FE) and the Principles and Practice of Engineering (PPE) exams are administered in Japan by the National Council of Examiners for Engineering and Surveying (NCEES) and JPEC;

JPEC candidates who have successfully completed the FE and PPE exams cannot become or refer to themselves as a PE until they are licensed in a United States jurisdiction;

JPEC candidates want to apply for PE licensure in Tennessee; and

THEREFORE, in consideration of the mutual covenants and conditions contained herein, JPEC and the Board hereby AGREE as follows:

1. PURPOSE

1.1 The purpose of this Agreement is to facilitate the licensure of JPEC candidates as Professional Engineers (PE) in the State of Tennessee.

2. BOARD REQUIREMENTS

2.1 The Board will accept candidates for PE licensure who have successfully completed the FE and PPE exams administered by NCEES/JPEC in Japan.

2.2 Candidates must meet the Board's requirements for PE licensure contained in Tennessee Code Annotated Title 62, Chapter 2 including:

a. Education – an engineering degree (4-year minimum) accredited by the Engineering Accreditation Commission (EAC) of the Accreditation Board for Engineering and Technology (ABET) or acceptable evaluation from NCEES Credentials Evaluation Services.

b. Exams – Passed both the FE and PPE exams. The FE exam may be waived for applicants with twelve (12) years or more of progressive engineering experience.

c. Experience – Four (4) years of progressive engineering experience obtained after graduation with the qualifying degree, **with at least (1) year of this experience completed in the United States.**

a. The Board may grant toward experience requirements for registration as an engineer one (1) year of credit for graduation with a Master's Degree (or higher) in engineering from an approved curriculum or up to one (1) year of qualified experience obtained in

an established cooperative education program, which is carried out within the framework of an approved engineering curriculum, and which has been approved by the Board.

3. JPEC CANDIDATE REQUIREMENTS

- 3.1** Candidates shall use the application forms prescribed by the Board.
- 3.2** The application fee must accompany the application and is the same for U.S. applicants.
- 3.3** Candidates shall obtain an evaluation of their education by NCEES Credentials Evaluation Services unless they have an EAC ABET accredited engineering degree. If they have an EAC ABET accredited engineering degree, candidates must request an official transcript be sent from the school to the Board.
- 3.4** Candidates shall submit five (5) references from individuals familiar with the applicant's work and/or character, three of whom must be licensed engineers. References are not required to be licensed in the United States, but can hold a license from another country such as Japan.
- 3.5** Candidates agree to use their email addresses as their official means of contact with the Board for all purposes.
- 3.6** JPEC will work with the Board to develop appropriate procedures for the exchange of work experience information which will assist the Board in evaluating the engineering experience of the candidates.

4. TERM

The initial term of this AGREEMENT shall be from the effective date through December 31, 2016. Unless terminated by one of the parties, this AGREEMENT shall be automatically extended for additional one-year periods.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT as of the date above.

AGREED TO BY:

The Japan PE/FE Examiners Council

Shinichi Yamauchi, P.E., President

Date

Tennessee State Board of Architectural and Engineering Examiners

Susan K. Ballard, RID, Chair

Date

DRAFT

John Cothron

From: shinichiyamauchi@aol.com
Sent: Wednesday, July 06, 2016 5:56 AM
To: John Cothron
Cc: jcarter@ncees.org; hirosepe@jpec2002.org; yamauchi@jpec2002.org
Subject: MOU with JPEC

***** This is an EXTERNAL email. Please exercise caution. DO NOT open attachments or click links from unknown senders or unexpected email - STS-Security. *****

Dear Mr. John Cothron,
Executive Director
Tennessee Department of Commerce and Insurance
Board of Architectural and Engineering Examiners

We are sorry to have kept you waiting.

We have discussed your proposed draft MOU at our last board meeting, and some comments have appeared especially for the clause 2.2.C.

“Four (4) years of progressive engineering experience obtained after graduation with the qualifying degree, with at least (1) year of this experience completed in the United States.”

Frankly speaking, most JPEC candidates cannot fulfill or overcome this requirement, so we would like to discuss this clause from the following points.

- (1) MOUs of other states do not contain this clause, so deleting this part would be one option, although we can understand your intention that he/she who desires to register in your state should have some experience in US.

Remarks: As you write down in the preamble, *“The Professional Engineer (PE) license is regarded as the global standard for engineering and is a recognized criterion of an individual’s engineering competency; so not sticking to US experience might be another way of thinking.*

- (2) In case we accept this clause, that is we are ready to let this part remain as it is, we are afraid that the number of applicants to your state would not increase compared with other states.
- (3) Another option might be changing from “at least one year experience in US” to “at least one year experience in US or X year’s working experience with US firm(s) in fields such as engineering alliance, cooperation, export/import of engineering related from/to US firm(s), JV with US firm(s), etc. which requires close experience/insight of US engineering field” (better and more sophisticated expression might exist.).

I will attend the coming NCEES annual meeting in Indianapolis, so I am more than happy to have talking with you this matter and also exchange information with you and your colleagues.

With regard to application of P.E. registration to your board we'll have some clarifications, so please accept our contact to your board hopefully within July. Mr. Gene Hirose, P.E., Director in charge of liaison will contact you.

Thank you for your understanding and I would appreciate it very much if you could have some time to talk with me during the meeting.

Best regards,

Shinichi Yamauchi, PhD, PE
President of JPEC

-----元のメッセージ-----

差出人: shinichiyamauchi <shinichiyamauchi@aol.com>
宛先: John.Cothon <John.Cothon@tn.gov>
CC: genehirose06 <genehirose06@jcom.zaq.ne.jp>; yamauchi <yamauchi@jpec2002.org>
送信日時: 2016/5/26, 木, 10:33
件名: Re: MOU with JPEC

Dear Mr. John Cothon,
Executive Director
Tennessee Department of Commerce and Insurance
Board of Architectural and Engineering Examiners

Thank you for your mail.

I greatly appreciate your kindness

and we are interested in pursuing an agreement with your state.

We would like to study and discuss it at our board meeting.

I know quite well that many Japanese companies operate in your state, and close cooperation with your board would surely be valuable.

Please let us have some time, and we would contact you in due course.

Also we will be able to meet and exchange information at the next NCEES annual meeting in Indianapolis.

Thank you and best regards,
Shinichi Yamauchi, PhD, PE
President of JPEC

-----元のメッセージ-----

差出人: John Cothon <John.Cothon@tn.gov>
宛先: 'shinichiyamauchi@aol.com' <shinichiyamauchi@aol.com>
送信日時: 2016/5/25, 水, 23:27
件名: MOU with JPEC

Dear Mr. Yamauchi,

I am the Executive Director of the Tennessee Board of Architectural and Engineering Examiners (the licensing board for Professional Engineers in the state), and Jerry Carter with NCEES suggested that I contact you regarding the establishment of a licensing agreement with JPEC. The Tennessee Board is interested in establishing an agreement with JPEC similar to the agreements already established between JPEC and Mississippi, Kentucky, Texas, and North Carolina (and possibly other U.S. jurisdictions).

As you may be aware, several Japanese companies operate in Tennessee, including Nissan North America, Yorozu Automotive, M-Tek, Bridgestone Americas, and Denso Manufacturing. According to the Tennessee Department of Economic and Community Development, there are nearly 180 Japanese-owned companies operating in the state, and Japan is the largest foreign investor in Tennessee. The Tennessee PE Board would like to foster further cooperation with Japan through a licensing agreement.

I have attached a draft agreement for your review. Please let me know at your earliest convenience if your organization would be interested in pursuing an agreement with Tennessee. Feel free to contact me if you have any questions. Thank you in advance for your kind assistance.

Sincerely,



John Cothron | Executive Director
Tennessee Department of Commerce and Insurance
Board of Architectural and Engineering Examiners
Davy Crockett Tower, 5th Floor
500 James Robertson Parkway, Nashville, TN 37243-1142
p. 800-256-5758 or 615-741-3221 direct 615-741-0681 f. 615-532-9410
john.cothron@tn.gov
tn.gov/commerce/section/architects-engineers
[Facebook](#) | [Instagram](#) | [Twitter](#)

John Cothron

From: Gene Hirose <genehirose06@jcom.zaq.ne.jp>
Sent: Tuesday, August 02, 2016 9:33 AM
To: John Cothron
Cc: JPEC Yamauchi; Jerry Carter; 'JPEC役員'
Subject: MOU between TN and JPEC

Mr. John Cothron, Executive Director
Tennessee Department of Commerce and Insurance
Board of Architectural and Engineering Examiners

Dear John,

CC: Jerry Carter, CEO of NCEES
S. Yamauchi, President of JPEC

I am Hitoshi (Gene) Hirose, P.E., Director of JPEC.

I understand that the current MOU (draft) with our comments is being reviewed by you and will be discussed between Dr. S. Yamauchi and you at the coming NCEES Annual Meeting in Aug. I have investigated the application forms for the P.E. registration at TN Board together with Tennessee Code Annotated Title 62, Chapter 2. Upon agreeing with the final MOU JPEC expects that Japanese candidates who have passed the NCEES/JPEC exam must be encouraged to apply for registering P.E. to TN Board. So, you are kindly requested to clarify or comment on the following our queries which may be asked by the JPEC candidates:

2. Board Requirements

2.1 Successful completion of the FE and PPE exams administered by NCEES/JPEC in Japan.

(JPEC) Please clarify that TN Board will also accept the FE exams passed in other US boards.

2.2 Meeting Tennessee Code Annotated Title 62, Chapter 2 including:

a. Education – 4 year minimum education accredited by EAC of ABET or acceptable evaluation from NCEES CE Services.

(JPEC) See 3.3 below.

b. Exams – Passed both the FE and PPE exams. Waviness of the FE exam by 12 years or more of progress engineering experience.

(JPEC) Please clarify that the below c.-a. will be applicable for the 12 years requirement.

c. Experience – 4 years of progressive engineering with at least 1 year experience in the US.

(JPEC) As Dr. Yamauchi commented by his mail on July 06, this issue has to be discussed further in order to enhance applications to your board.

a. The Board may grant toward experience requirements for registration as an engineer (1) year of credit for graduation with a Master's Degree (or higher) in engineering from an approved curriculum or up to one (1) year of qualified experience obtained in an established education program, which is carried out within the framework of an approved engineering curriculum, and which has been approved by the Board.

(JPEC) Please clarify whether the (1) year credit will be applicable both for a Master Degree and a Doctor Degree which means (2) years in total or (1) year in maximum even both Master and Doctor Degrees.

3. JPEC Candidate Requirements

3.1 Application Forms

(JPEC) Please clarify that the JPEC applicants shall use the following forms obtained in the TN home page:

- Application For Registration To Practice As A Professional Engineer
- Experience (List each engagement in chronological order ...)
- References (List names and complete addresses of five persons...)
- Reference (This Request Letter Is To Be Completed By The Applicant)
- Request For Verification Of Registration Or Examination

3.2 Application Fee

(JPEC) Please clarify that \$170 (\$30 + \$140) is required for the initial registration fee and \$140 for biennial registration fee.

3.3 NCEES Credential Evaluation

(JPEC) Please clarify whether the Board will accept the university graduates accredited by JABEE (Japanese Accreditation Board of Engineering Education) who was admitted as one of signatory countries of Washington Accord in 2005 instead of the NCEES Credential Evaluation.

3.4 Five (5) References: not to be licensed in the US but can hold a license from another country such as Japan.

(JPEC) No comment.

3.5 Candidates email addresses as their official means of contact with the Board

(JPEC) No comment.

3.6 JPEC will work with the Board to develop appropriate procedures for the exchange of the work experience information which will assist the Board in evaluating the engineering experience of the candidates.

(JPEC) Will the Board be prepared to accept the "Record of Progressive Engineering Experience for PE Exam Applicants" submitted to JPEC when the JPEC exam candidate submitted his or her PPE exam application?

Gene Hirose, P.E. and FIEAust CPEng NER
Director & Vice-President
The Japan PE/FE Examiners Council (JPEC)
Ishihara Building 2F, 2-10-17 Akasaka
Minato-ku, Tokyo, 107-0052, Japan
Phone: 03-3583-8781
Fax: 03-6423-2040
HP: 090-4433-3489

1/2

National Council of Examiners for Engineering and Surveying (NCEES) Japan PE/FE Examiners Council (JPEC)

Record of Progressive Engineering Experience For PE Exam Applicants

(Additional sheets may be photocopied)

Date: June 23, 2016

Applicant Information

| | | | |
|----------------------------------|---------|---------------|---------------|
| First Name | MI | Last Name | Date of Birth |
| T. [redacted] | | Y. [redacted] | 5/19/1963 |
| Address | | | |
| [redacted] Akuwahigashi, Seya-ku | | | |
| City | Country | Postal Code | |
| Yokohama | Japan | 246-0023 | |

Record must be continuous regardless of nature of employment. Time should be calculated in years and months. List in reverse chronological order starting with the most recent assignment.

Note: Address of employer should be home or head office. If your immediate supervisor is now on another assignment, give current address if possible.

| EMPLOYMENT 1 – Describe in detail | | |
|--|-----------------------------|-------------|
| Employer: K. O. [redacted] (Senior Manager), T. [redacted] Corporation | Employment dates (mm/yyyy): | |
| Immediate Supervisor: M. [redacted] A. [redacted] | From: 04/1986 | To: 06/2016 |
| Address: [redacted] 1-chome, Minato-ku, Tokyo | | |
| Please list character of work including specific engineering duties and extent of responsibilities: | | |
| Consistently carried out detail design of reactor internal structures for nuclear power plant. | | |
| Following three project (①, ②, ③) are performed under current employment. | | |
| ① ITER project (From April, 2014 to July, 2015 still in progress) | | |
| <u>Overview</u> | | |
| <ul style="list-style-type: none"> • Detail design of structure for International Thermonuclear Experimental Reactor. | | |
| <u>Responsibilities in this role</u> | | |
| <ul style="list-style-type: none"> • As a mechanical engineer, designed details of the structure called COIL CASE and planed trial fabrication. | | |
| <u>Problem and Outcome</u> | | |
| <ul style="list-style-type: none"> • For COIL CASE, it needs to be used high strength material and to be extremely precise of dimension. • To minimize the material for compressing the cost, and to provide sufficient extra thickness are antinomy. • Estimated deformation caused by manufacturing and planed trial fabrication to grasp the tendency of deformation. • As for the trial fabrication, planed expecting deformed point, dimension and direction from the knowledge. • By above trial fabrication, it is expected to be decided optimum dimension and tolerance, and large cost reduction. | | |

I attest that everything described above is true and correct. T. [redacted] Y. [redacted] June 23, 2016
(Signature) (Date)

National Council of Examiners for Engineering and Surveying (NCEES) Japan PE/FE Examiners Council (JPEC)

Applicant Name T. Y.

| EMPLOYMENT 2 – Describe in detail | |
|--|--|
| Employer: Y. W. (Senior Manager), T. Corporation | Employment dates (mm/yyyy): |
| Immediate Supervisor: T. S. | From: DITTO(04/1986) To: DITTO (06/2016) |
| Address: DITTO | |
| Please list character of work including specific engineering duties and extent of responsibilities: | |
| ② Design of Shroud Head Bolt for BWR plant (From April, 2008 to Autumn, 2013) | |
| <u>Overview</u> | |
| · Improvement for Shroud Head Bolt (herein SHB), the reactor internals equipment for Boiling Water Reactor plant. | |
| <u>Responsibilities in this role</u> | |
| · As a mechanical engineer, proposed long life type SHB structure, detail designed and followed fabrication till delivery. | |
| <u>Problem and Outcome</u> | |
| · Some parts influence SHB's life time, however design change was difficult because of interfere for existing facility. | |
| · I designed improved SHB avoiding that interfere, obtained a patent and followed delivery approximately 70 SHBs to domestic and foreign BWR plants during above period (5 years). | |

| EMPLOYMENT 3 – Describe in detail | |
|---|--|
| Employer: Y. H. (Senior Manager), T. Corporation | Employment dates (mm/yyyy): |
| Immediate Supervisor: K. F. | From: DITTO(04/1986) To: DITTO (06/2016) |
| Address: DITTO | |
| Please list character of work including specific engineering duties and extent of responsibilities: | |
| ③ Disposal of Shroud crack matter for BWR plant (From July, 2001 to January, 2002) | |
| <u>Responsibilities in this role</u> | |
| · As a mechanical engineer, evaluated the cause of above Shroud crack and established fabrication procedure. | |
| <u>Problem and Outcome</u> | |
| · The Shroud made by Type 316L equivalent material, whose SCC possibility was regarded to be low, was founded. | |
| · By searching fabrication history and simulation, guessed that crack occurs under the convolution of hardening by machining and heat affection by welding. | |
| · Issued written procedure avoiding above cracking with specify the order of welding and machining, and machining condition not to operate heavy cutting. | |

I attest that everything described above is true and correct. T. Y. June 23, 2016
 (Signature) (Date)

National Council of Examiners for Engineering and Surveying (NCEES) Japan PE/FE Examiners Council (JPEC)

Record of Progressive Engineering Experience For PE Exam Applicants

(Additional sheets may be photocopied)

Date: July 31, 2016

Applicant Information

| First Name | MI | Last Name | Date of Birth |
|--------------------------------|---------|-------------|---------------|
| H | | K | 6/26/1969 |
| Address | | | |
| Goshikiyama 5-chome, Tarumi-ku | | | |
| City | Country | Postal Code | |
| Kobe | Japan | 655-0035 | |

Record must be continuous regardless of nature of employment. Time should be calculated in years and months. List in reverse chronological order starting with the most recent assignment.

Note: Address of employer should be home or head office. If your immediate supervisor is now on another assignment, give current address if possible.

| EMPLOYMENT 1 – Describe in detail | | |
|---|-----------------------------|-------------|
| Employer: M LTD. | Employment dates (mm/yyyy): | |
| Immediate Supervisor: A I P.E. Jp | From: 04/2013 | To: present |
| Address: 1-chome, Hyogo-ku, Kobe, Japan | | |
| Please list character of work including specific engineering duties and extent of responsibilities: | | |
| As Team Manager in Civil Engineering Section, I managed the following works in design team for civil work and trackwork for transportation system construction projects. | | |
| I carried out planning and estimation of civil construction work for depots for railway tendering project. | | |
| Though the depots have over 600,000 sq. meters area and approximate 80,000 sq. meters building floors, the work completed on schedule by preparation of reference database useful in future. | | |
| Preparation of design criteria and procedures for ACI, EN and BS standards and using finite element analysis, track concrete slab design works for railway construction projects were carried out within a short design period on schedule, so all trackwork design documents were submitted on schedule by proper team management to contribute complete of trackwork construction work on schedule. | | |
| I carried out planning, development and design of emergency walkway for railway construction project. | | |
| Reduction of 30% cost and 3 months construction period was achieved by design improvement. This design was adopted to other tendering project as a superior design after this project. | | |

I attest that everything described above is true and correct. [Signature] July 31, 2016
(Signature) (Date)

National Council of Examiners for Engineering and Surveying (NCEES) Japan PE/FE Examiners Council (JPEC)

Applicant Name H. [REDACTED] K. [REDACTED]

| EMPLOYMENT 2 – Describe in detail | | |
|--|-----------------------------|-------------|
| Employer: M [REDACTED] LTD. | Employment dates (mm/yyyy): | |
| Immediate Supervisor: A [REDACTED] I [REDACTED], P.E. Jp | From: 04/2011 | To: 03/2013 |
| Address: [REDACTED] 1-chome, Hyogo-ku, Kobe, Japan | | |
| Please list character of work including specific engineering duties and extent of responsibilities: | | |
| As Design Manager in Civil Engineering Section, I carried out management of design and construction planning for cable stayed bridge improvement work for automated guideway transit construction project. Although existing bridge reinforcement attended with difficult construction work due to open of automated guideway transit operation had been planned at tender stage, no bridge reinforcement work was proposed to customer through investigation of existing bridge condition and structural analysis. I also provided design of ventilation system, fire protection system and emergency facility inside bridge box girder to meet international regulations within design schedule. | | |

| EMPLOYMENT 3 – Describe in detail | | |
|--|-----------------------------|-------------|
| Employer: M [REDACTED] LTD. | Employment dates (mm/yyyy): | |
| Immediate Supervisor: A [REDACTED] I [REDACTED], P.E. Jp | From: 10/2009 | To: 03/2011 |
| Address: [REDACTED] 1-chome, Hyogo-ku, Kobe, Japan | | |
| Please list character of work including specific engineering duties and extent of responsibilities: | | |
| As Senior Engineer in Civil Engineering Section, I carried out railway route planning and civil interface coordination for high speed railway tendering project. I prepared railway typical section, plans of civil structures, stations, depots and wayside buildings though civil interface coordination work. I contributed to achieve required operation time by operation simulation and approximate 20% reduction of earthwork though Railway route planning to match track alignment, topographies, civil structures through railway route planning to match track alignment, topographies, civil structures and existing conditions. | | |

I attest that everything described above is true and correct. [REDACTED] K. [REDACTED] July 31, 2016
(Signature) (Date)

National Council of Examiners for Engineering and Surveying (NCEES) Japan PE/FE Examiners Council (JPEC)

Applicant Name H. K.

| EMPLOYMENT 4 – Describe in detail | | |
|--|-----------------------------|------------|
| Employer: M. , LTD. | Employment dates (mm/yyyy): | |
| Immediate Supervisor: H. F. , PMP | From: 4/2005 | To: 9/2009 |
| Address: 1-chome, Mihara, Japan | | |
| Please list character of work including specific engineering duties and extent of responsibilities: | | |
| As senior engineer in Transportation Engineering Section, I carried out trackwork design including reinforced concrete track plinth design for light rail transit construction project. I also managed trackwork construction work with construction area managers and trackwork supervisors. | | |
| I planned trackwork construction methodologies including design improvement in order to reduce construction period. Although handover from civil work partner had been delayed around 6 months, track construction work completed within scheduled date. I made contribution to railway opening on schedule. | | |

| EMPLOYMENT 5 – Describe in detail | | |
|--|-----------------------------|------------|
| Employer: M. , LTD. | Employment dates (mm/yyyy): | |
| Immediate Supervisor: T. K. | From: 4/2003 | To: 3/2005 |
| Address: 4-chome, Nishi-ku, Hiroshima, Japan | | |
| Please list character of work including specific engineering duties and extent of responsibilities: | | |
| As Senior Engineer in Civil Engineering Section, I carried out design of structural steel and foundation design for continuous pickling line and cold mill equipment in existing steel manufacturing plant by communication and interfacing with owner's consultant, steel fabricator and construction team to meet existing plant condition. I also designed safety facilities for plant equipment installed into structural steel using knowledge of not only structural steel design but also plant equipment details through discussion with local safety professional engineer. From the above, I provided not only civil design work but also safety plant design to meet local regulation within design schedule. | | |

I attest that everything described above is true and correct. H. K. July 31, 2016
(Signature) (Date)

National Council of Examiners for Engineering and Surveying (NCEES) Japan PE/FE Examiners Council (JPEC)

Applicant Name H. K.

| EMPLOYMENT 6 – Describe in detail | | |
|---|-----------------------------|------------|
| Employer: M. , LTD. | Employment dates (mm/yyyy): | |
| Immediate Supervisor: H. G. | From: 4/2002 | To: 3/2003 |
| Address: 3-chome, Nishi-ku, Yokohama, Japan | | |
| Please list character of work including specific engineering duties and extent of responsibilities: | | |
| As engineer in civil engineering section, I designed foundations for equipment, tanks and pipe racks, cable and pipe trench, storm drainage system including sand pond, road and bridge for LNG storage plant construction project. I investigated soil consolidation of deep ground layers and liquefaction of shallow ground layers to avoid foundation damage and settlement. By communication and interfacing with public office, customer and piping and mechanical design engineers, I proposed a design of pile and direct foundations dependent on importance to keep plant operation in consideration of difference settlement and liquefaction damage within short period of design schedule. | | |

| EMPLOYMENT 7 – Describe in detail | | |
|---|-----------------------------|------------|
| Employer: M. LTD. | Employment dates (mm/yyyy): | |
| Immediate Supervisor: T. K. | From: 4/2000 | To: 3/2002 |
| Address: 4-chome, Nishi-ku, Hiroshima, Japan | | |
| Please list character of work including specific engineering duties and extent of responsibilities: | | |
| As engineer in civil engineering section, I planned and designed buildings for turbine and electrical room, foundation for turbine and generator for turbine plant construction project. | | |
| I also designed and investigated soil improvement works using sand compaction piles and cement base materials in soft ground area of coastal industrial zone. From the above design, I made contribution to avoid construction work of 60m length concrete piles. After planed and designed, I supervised soil improvement work and foundation for turbine and generator at construction site to keep quality and schedule. | | |

I attest that everything described above is true and correct. H. K. July 31, 2016
(Signature) (Date)

National Council of Examiners for Engineering and Surveying (NCEES) Japan PE/FE Examiners Council (JPEC)

Applicant Name Hiroshi K. [Redacted]

| EMPLOYMENT 8 – Describe in detail | | |
|---|-----------------------------|------------|
| Employer: M [Redacted], LTD. | Employment dates (mm/yyyy): | |
| Immediate Supervisor: T [Redacted] K [Redacted] | From: 4/1997 | To: 3/2000 |
| Address: [Redacted] 4-chome, Nishi-ku, Hiroshima, Japan | | |
| Please list character of work including specific engineering duties and extent of responsibilities: | | |
| As Engineer in Civil Engineering Section, I designed plant buildings, foundations for turbine and generator, boiler and coal bunker supporting structures, stack foundations and equipment supporting structures and foundations for construction projects for thermal power stations. | | |
| I carried out seismic design using acceleration response spectrum analysis, investigations for soil liquefaction and existing foundation reuse. From result of the design and investigations, I provided structural design superior earthquake resistance and liquefaction and planed reuse foundation design superior environment. | | |

| EMPLOYMENT 9 – Describe in detail | | |
|--|-----------------------------|------------|
| Employer: M [Redacted], LTD. | Employment dates (mm/yyyy): | |
| Immediate Supervisor: T [Redacted] K [Redacted] | From: 4/1995 | To: 3/1997 |
| Address: [Redacted] 4-chome, Nishi-ku, Hiroshima, Japan | | |
| Please list character of work including specific engineering duties and extent of responsibilities: | | |
| As engineer in civil engineering section, I supervised civil construction works for thermal power station construction project. I carried out not only civil construction supervision but also schedule control, progress control and quality control while communication and interfacing with customer, construction contractors, and equipment installation and electrical supervisors. I also reported construction progress and pending issue to design section regularly to avoid design schedule delay and additional works. | | |
| From the above, I made contribution of completion of plant construction work within schedule and approximate half reduction of additional works from previous construction projects. | | |

I attest that everything described above is true and correct. [Redacted] K [Redacted] July 31, 2016
(Signature) (Date)

National Council of Examiners for Engineering and Surveying (NCEES) Japan PE/FE Examiners Council (JPEC)

Applicant Name H. [REDACTED] K. [REDACTED]

| EMPLOYMENT 10 – Describe in detail | | |
|--|-----------------------------|------------|
| Employer: M. [REDACTED], LTD. | Employment dates (mm/yyyy): | |
| Immediate Supervisor: T. [REDACTED] K. [REDACTED] | From: 4/1994 | To: 3/1995 |
| Address: [REDACTED] 4-chome, Nishi-ku, Hiroshima, Japan | | |
| Please list character of work including specific engineering duties and extent of responsibilities: | | |
| As engineer in civil engineering section, I designed structural steels and foundations for continues pickling line, continuous galvanizing line and tension leveler equipment for steel manufacturing plants using knowledge of not only civil engineering design but also vibration mechanics for equipment. | | |
| I carried out investigation works for supporting structures for large vibration equipment using finite element analysis in order to avoid large deflection and resonance and prepared design manual and procedure for supporting structures for large vibration equipment. From a result of the design manual and procedure, I made contribution to average 20% reduction of design period of supporting structures. | | |

| EMPLOYMENT 11 – Describe in detail | | |
|--|-----------------------------|-----|
| Employer: | Employment dates (mm/yyyy): | |
| Immediate Supervisor: | From: | To: |
| Address: | | |
| Please list character of work including specific engineering duties and extent of responsibilities: | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

I attest that everything described above is true and correct. [REDACTED] K. [REDACTED] July 31, 2016
(Signature) (Date)

GUIDELINES FOR ADMINISTERING BLOCK GRANTS TO
TENNESSEE INSTITUTIONS OF HIGHER EDUCATION
WITH ACCREDITED ARCHITECTURE, ENGINEERING, LANDSCAPE
ARCHITECTURE AND INTERIOR DESIGN PROGRAMS

Solicitation of Proposals

Each eligible institution of higher education shall be contacted by the Board's Executive Director after July 1st each year grants are available for distribution. A portion of the grants appropriation shall be designated by the Board to be used for computers to be utilized by students, laboratory or instructional equipment, library resources, or to pay intern development program fees or examination fees for students. These funds may not be used toward staff salaries, administrative costs, etc. Equipment purchased by the university with grant funds must remain the property of the university. In addition to the grant funds set aside for the purposes described above, the Board shall designate a portion of the funds to be used for special projects, as further described below.

Eligible Programs

- EAC/ABET Programs—

Board of Regents System—University of Memphis, Tennessee State University, Tennessee Technological University

University of Tennessee System—University of Tennessee at Knoxville, University of Tennessee at Chattanooga, University of Tennessee at Martin

Private Institutions—Christian Brothers University, Lipscomb University, Union University, Vanderbilt University

- NAAB Programs—

Board of Regents System—University of Memphis

University of Tennessee System—University of Tennessee at Knoxville

Private Institutions—none

- CIDA (formerly FIDER) Programs—

Board of Regents System—University of Memphis, Middle Tennessee State University

University of Tennessee System—University of Tennessee at Knoxville, University of Tennessee at Chattanooga

Private Institutions—O’More College of Design, Watkins College of Art, Design & Film

- LAAB Programs—

Board of Regents System—none

University of Tennessee System—University of Tennessee at Knoxville

Private Institutions—none

Architecture, engineering, landscape architecture, and interior design programs at colleges and universities that are within two (2) academic years of receiving accreditation are also eligible for grant funds.

Submission of Proposals: Equipment, Library Resources, and Fees

Eligible programs desiring to seek a grant from the Board shall submit a written request by a deadline determined by the Board to the attention of the Board’s Executive Director. Programs that do not submit requests by the established deadline shall be excluded from the grant distribution. Requests are to include the following information:

- Name of Institution and College/School of Architecture, Engineering, Landscape Architecture or Interior Design seeking grant.
- Name of Dean or his/her Designee who shall be responsible for overseeing the administration of the grant.
- Mission Statement, Goals, and Objectives of the Schools of Architecture, Engineering, Landscape Architecture and Interior Design seeking grants.
- General profile of each accredited program and average number of students participating in program.
- Name of account into which grant funds shall be deposited.
- Number of students for whom the school proposes to pay intern development program fees or examination fees, if applicable.
- Current level of spending for laboratory and computer equipment.
- Specific computer or laboratory needs, ranked from highest to lowest priority, designated by each accredited program, to include the following information:
 - Description of the equipment to be purchased.
 - Cost estimate for each piece of equipment.
 - Justification statement (including age of current equipment and any supporting documentation, if available, backing up specific needs).
 - Assurance that equipment shall be purchased utilizing the institution’s purchasing guidelines and identified through the institution’s inventory control procedures.

Submission of Proposals: Special Projects

The intent of the special grant funding program is for students of architecture, engineering, landscape architecture and interior design to collaborate on a special project. The University of Memphis Department of Architecture and the UT Knoxville College of Architecture and Design have agreed to collaborate with other institutions that do not have an architecture or landscape architecture program to allow the other engineering and interior design programs to create teams for this grant.

Eligible programs desiring to seek a special projects grant from the Board shall submit a written request by a deadline determined by the Board to the attention of the Board's Executive Director. Programs that do not submit requests by the established deadline shall be excluded from the grant distribution. Project submittals are required to have a minimum of three disciplines on each team in any combination of architecture, engineering, landscape architecture and interior design. Applicants must explain how the percentage of each discipline shall participate in the project. For contractual purposes, one institution must administer the project.

All project submittals shall be presented anonymously with a code to mark each submitted page for judging. All submittals shall be sent to the Board's Executive Director for tagging of each code number. The application shall have all necessary identifying information which shall be secured by the Board's Executive Director. The Grants Committee shall not see the application page—only the coded submittal information. The Executive Director shall redact any identifying project information prior to review by the Grants Committee.

The amount of grant funds available for special projects and the number of recipients shall be determined annually by the Board. For fiscal year 2017, the grant shall be available for two recipients in the amount of \$20,000.00 each. Teams can be formed from multiple colleges with a common program goal.

Suggested program topics include but are not limited to:

1. Research and Development
2. Community Service Need
3. Energy Conservation / Zero Carbon Output / Sustainability
4. Historic Preservation
5. Low Income/Human Resources/Poverty
6. Educational Needs of the Community
7. Recreational Needs in the Community
8. Other Projects Fulfilling a Need in a Community
9. Health, Safety and Welfare of the Public

The intent is for the grant funding to be used on a project within the State of Tennessee. Special project funds may not be used to pay intern development program fees or examination fees for students.

The project time frame is 18 months from receipt of funds. The award winners shall make a presentation to the Board at the end of the project. Project updates shall be submitted to the Board's Executive Director at least one (1) week prior to each regularly scheduled Board meeting during the duration of the project.

A point system for judging shall include the following criteria:

- Collaboration of three or more disciplines
- Demonstration of need
- Presentation of project concept
- Presentation of work plan and budget
- Impact on the community
- Educational value to students
- Transferability/usability outside an academic setting
- Impact on public's health, safety and welfare
- Matching funds available (bonus points received)

Review of Proposals by Board

- A Grants Committee, appointed annually by the Chair of the Board, shall review submitted proposals, evaluate each submission for special projects based on the established point system, and make recommendations to the full Board for disbursement of grant funds. Recommendations are to be finalized/acted upon no later than the December Board Meeting.
- Following approval by the Board of amounts, if any, to be expended to each program, the Board's staff shall draft the appropriate grant contract documents for review and approval by designated reviewing and approval authorities.

Administering Grant Funds

Grant funds shall be awarded upon completion of the contract process based upon the amount approved by the Board. A closing report shall be submitted, utilizing an inventory control report, to the Board office as determined by the Board. The inventory control report must include the following information:

- Itemized list of equipment or supplies purchased
- The accredited program for which the equipment or supplies were purchased
- Actual cost of the equipment or supplies
- Property tag numbers (if applicable)

A copy of the invoice(s) for the respective equipment or supplies purchased shall accompany the inventory control report. If grant funds are utilized to pay intern development program fees, examination fees, or other expenses, documentation of these payments shall also be provided.

If the terms of the grant contract are not met by the stated deadlines, the program shall forfeit the grant money allocated to them for that year.

Programs receiving funding for special projects shall be required to make a presentation to the Board at the end of the project. Special project funds may not be used to pay intern development program fees or examination fees for students.

Approved by the Board: August 16, 2001

Revised July 18, 2002

Revised July 22, 2004

Revised October 12, 2006

Revised October 19, 2007

Revised September 18, 2008

Revised June 16, 2011

Revised October 12, 2012

Revised June 12, 2013

Revised June 12, 2014

Revised October 16, 2015

Revised August 11, 2016

FOURTH QUARTER FISCAL YEAR 2016 FINANCIAL REPORT

Revenue:

- Licensing revenue for the fourth quarter of fiscal year 2016 decreased \$117,766 from the fourth quarter of fiscal year 2015, due largely to the issuance of early renewal notices last year encouraging registrants to renew prior to the implementation of our new licensing system. Revenue is expected to normalize in the next fiscal year.

Expenses:

- Personal services expenditures (staff salaries, per diems, employee benefits) remained consistent with the fourth quarter of fiscal year 2015.
- In-state travel expenses increased \$1,236.
- Out-of-state travel expenses decreased \$2,716.
- Communication costs decreased \$3,020.
- Third Party Professional Services decreased \$4,144.
- All of the grant expenditures occurred in the third quarter this fiscal year, so there were no grant expenditures in the fourth quarter.
- State Professional Services expenses decreased \$6,417.
- Overall, direct expenditures decreased \$123,407, primarily due to the fact that all grant expenditures occurred in the third quarter this fiscal year.
- After deducting estimated cost backs, the year-to-date reserve balance is \$87,971, giving us an estimated accumulated reserve of \$1,601,533.

A final report for FY 2016 should be available at the December meeting, if not sooner.

**FY 2015-2016 PRELIMINARY FINANCIAL REPORT
BOARD OF ARCHITECTURAL AND ENGINEERING EXAMINERS**

| | 1ST QUARTER JULY-SEPT 2015 | 1ST QUARTER JULY-SEPT 2014 | 2ND QUARTER OCT-DEC 2015 | 2ND QUARTER OCT-DEC 2014 | 3RD QUARTER JAN-MAR 2016 | 3RD QUARTER JAN-MAR 2015 | 4TH QUARTER APR-JUNE 2016 | 4TH QUARTER APR-JUNE 2015 | TOTALS |
|---------------------------------------|-------------------------------|-------------------------------|-----------------------------|-----------------------------|-----------------------------|-----------------------------|------------------------------|------------------------------|---------------------|
| REVENUE | | | | | | | | | |
| A&E | \$ 256,637.36 | \$ 340,320.00 | \$ 282,645.00 | \$ 330,470.61 | \$ 382,045.00 | \$ 379,140.39 | \$ 360,800.00 | \$ 492,193.59 | 1,282,127.36 |
| CASE AND COMPLAINT REVENUE | - | - | - | - | - | - | 6,427.50 | 2,150.00 | 6,427.50 |
| STATE REGULATORY FEE | - | - | - | - | - | - | (91,340.00) | (100,690.00) | (91,340.00) |
| | \$ 256,637.36 | \$ 340,320.00 | \$ 282,645.00 | \$ 330,470.61 | \$ 382,045.00 | \$ 379,140.39 | \$ 275,887.50 | \$ 393,653.59 | 1,197,214.86 |
| EXPENDITURES | | | | | | | | | |
| REGULAR SALARIES & WAGES | \$ 60,117.72 | 66,583.00 | \$ 58,932.00 | \$ 65,983.34 | \$ 60,688.00 | 63,983.18 | \$ 59,592.00 | 56,969.55 | 239,329.72 |
| PART-TIME SALARIES & WAGES (PER DIEM) | 3,250.00 | 3,050.00 | 3,650.00 | 3,650.00 | 2,500.00 | 2,050.00 | 4,150.00 | 4,100.00 | 13,550.00 |
| EMPLOYEE BENEFITS | 24,610.38 | 29,307.16 | 24,490.27 | 29,210.96 | 25,988.88 | 29,411.03 | 24,910.61 | 25,058.47 | 100,000.14 |
| IN-STATE TRAVEL | 5,434.53 | 3,058.90 | 12,354.56 | 9,526.26 | 3,625.81 | 2,764.15 | 8,651.34 | 7,414.53 | 30,066.24 |
| OUT-OF-STATE TRAVEL | 9,078.70 | 4,748.35 | 2,159.86 | 7,486.78 | 1,460.19 | 1,384.61 | 798.96 | 3,515.66 | 13,497.71 |
| PRINTING & DUPLICATING | - | - | - | 65.88 | - | - | - | - | - |
| COMMUNICATIONS & SHIPPING COSTS | 3,288.28 | 4,552.77 | 4,495.32 | 5,526.46 | 3,832.30 | 5,297.82 | 4,689.16 | 7,709.55 | 16,305.06 |
| MAINTENANCE & REPAIRS | - | - | - | - | - | 17.36 | 140.00 | - | 140.00 |
| THIRD PARTY PROFESSIONAL SERVICES | 2,940.58 | 9,545.56 | 25,015.82 | 11,817.43 | 18,077.47 | 21,262.84 | 12,394.62 | 16,538.51 | 58,428.49 |
| SUPPLIES & OFFICE FURNITURE | 301.76 | 284.91 | 45.58 | 3.24 | 379.99 | 203.26 | 512.74 | 304.27 | 1,240.07 |
| RENTALS & INSURANCE | - | 269.04 | 78.32 | 550.50 | 234.96 | 403.56 | 3,637.06 | 134.52 | 3,950.34 |
| GRANTS & SUBSIDIES | - | - | (17,849.12) | - | 308,700.00 | 186,504.00 | - | 113,496.00 | 290,850.88 |
| TRAINING OF STATE EMPLOYEES | 4,375.00 | 2,675.00 | 325.00 | - | 2,765.00 | 745.00 | 665.00 | 1,550.00 | 8,130.00 |
| COMPUTER RELATED ITEMS | 576.63 | 122.65 | 411.48 | - | - | 145.98 | - | 339.90 | 988.11 |
| STATE PROFESSIONAL SERVICES | 10,720.03 | 8,207.85 | 12,153.78 | 11,871.53 | 8,532.42 | 11,589.33 | 9,105.47 | 15,523.04 | 40,511.70 |
| TOTAL DIRECT EXPENDITURES | \$ 124,693.61 | \$ 132,405.19 | \$ 126,262.87 | \$ 145,692.38 | \$ 436,785.02 | 325,762.12 | \$ 129,246.96 | 252,654.00 | 816,988.46 |
| COST BACKS (est.) | | | | | | | | | |
| DEPARTMENT | | | | | | | 167,648.17 | 278,665.02 | 167,648.17 |
| INVESTIGATIONS | | | | | | | - | 7,844.57 | - |
| LEGAL | | | | | | | 114,855.35 | - | 114,855.35 |
| CUSTOMER SERVICE CENTER | | | | | | | 9,751.45 | - | 9,751.45 |
| TOTAL COST BACKS | | | | | | | 292,254.97 | 286,509.59 | 292,254.97 |
| TOTAL EXPENDITURES | \$ 124,693.61 | \$ 132,405.19 | \$ 126,262.87 | \$ 145,692.38 | \$ 436,785.02 | 325,762.12 | \$ 421,501.93 | 539,163.59 | 1,109,243.43 |
| YTD RESERVE | \$ 131,943.75 | \$ 207,914.81 | \$ 288,325.88 | \$ 392,693.04 | \$ 233,585.86 | 446,071.31 | \$ 87,971.43 | 300,561.31 | 87,971.43 |
| BALANCE ADJUSTMENTS | | | | | | | - | - | - |
| ACCUMULATED RESERVE | | | | | | | | 1,513,561.70 | 1,601,533.13 |

NOTES: Rentals and Insurance includes lease of reproduction equipment; Training of State Employees includes registration fees for national council meetings; State Professional Services includes printing by state agencies and lease of office space.

MONTHLY EXPENDITURE DETAIL
FY 2015-2016

APRIL 2016

| | |
|--|---------------------|
| REGULAR SALARIES & WAGES | \$ 19,264.00 |
| PART-TIME SALARIES & WAGES (PER DIEM) | \$ 2,150.00 |
| EMPLOYEE BENEFITS | \$ 8,226.10 |
| | |
| IN-STATE TRAVEL | |
| In-State Mileage | \$ 1,653.46 |
| In-State Airfare | \$ - |
| In-State Meals & Incidentals | \$ 1,017.75 |
| In-State Lodging | \$ 2,590.99 |
| In-State Travel--Other | \$ 390.59 |
| | <u>\$ 5,652.79</u> |
| | |
| OUT-OF-STATE TRAVEL | |
| Out-of-State Airfare | \$ - |
| Out-of-State Travel--Other | \$ - |
| Out-of-State Meals | \$ - |
| Out-of-State Mileage | \$ - |
| Out-of-State Lodging | \$ - |
| | <u>\$ -</u> |
| | |
| PRINTING & DUPLICATING | \$ - |
| | |
| COMMUNICATIONS & SHIPPING COSTS | |
| Telecommunications | \$ - |
| Postal Charges | \$ 884.58 |
| Freight & Express Charges | \$ 5.82 |
| | <u>\$ 890.40</u> |
| | |
| MAINTENANCE & REPAIRS | \$ - |
| | |
| THIRD PARTY PROFESSIONAL SERVICES | |
| Court Reporter Services | \$ - |
| Document Destruction Services | \$ 6.78 |
| General Business Consulting Svcs | |
| Dr. John W. Smith | \$ 50.00 |
| Credit Card Fees (online renewal) | \$ 1,922.70 |
| Organization Memberships/Dues | \$ - |
| Other Legal Services | \$ - |
| Other | \$ - |
| Consulting Services--Testing Services | \$ - |
| | <u>\$ 1,979.48</u> |
| | |
| SUPPLIES & OFFICE FURNITURE | |
| Office Supplies & Furniture | \$ 3.38 |
| Operational Supplies | \$ 8.08 |
| Training Supplies | \$ - |
| Sensitive Minor Equipment | \$ - |
| Food and Beverages (for meetings) | \$ - |
| | <u>\$ 11.46</u> |
| | |
| RENTALS & INSURANCE | |
| Rent or Lease of Buildings | \$ - |
| Rent or Lease of Reproduction Equipment | \$ 78.32 |
| | <u>\$ 78.32</u> |

MONTHLY EXPENDITURE DETAIL
FY 2015-2016

| | | |
|---|----|------------------|
| GRANTS & SUBSIDIES | \$ | - |
| TRAINING OF STATE EMPLOYEES | | |
| In-Service Training | \$ | - |
| Out-Service Training | \$ | - |
| | \$ | - |
| COMPUTER RELATED ITEMS | | |
| Maintenance of Equipment | \$ | - |
| Data Processing Supplies | \$ | - |
| Data Processing Services (Non-State) | \$ | - |
| Sensitive Minor Computers | \$ | - |
| | \$ | - |
| STATE PROFESSIONAL SERVICES | | |
| Data Processing Services (F&A, OIR) | \$ | - |
| Statewide Accounting Billing | \$ | - |
| Telephone Billing | \$ | 286.48 |
| Payroll Billing | \$ | - |
| Lock Box Billing | \$ | - |
| Attorney General Billings | \$ | - |
| Administrative Judges Billing (SOS) | \$ | - |
| Agency Internal Administrative Costs | \$ | - |
| Agency Internal Info Systems Costs | \$ | - |
| Printing & Reproduction by State Agencies | \$ | - |
| Rent or Lease of State Buildings | \$ | 2,492.96 |
| State-Owned Vehicle Charges | \$ | - |
| Other | \$ | - |
| | \$ | 2,779.44 |
| TOTAL APRIL 2016 | \$ | 41,031.99 |

MAY 2016

| | | |
|--|----|------------------|
| REGULAR SALARIES & WAGES | \$ | 19,264.00 |
| PART-TIME SALARIES & WAGES (PER DIEM) | \$ | 350.00 |
| EMPLOYEE BENEFITS | \$ | 8,088.40 |
| IN-STATE TRAVEL | | |
| In-State Mileage | \$ | - |
| In-State Airfare | \$ | - |
| In-State Meals & Incidentals | \$ | - |
| In-State Lodging | \$ | - |
| In-State Travel--Other | \$ | - |
| | \$ | - |
| OUT-OF-STATE TRAVEL | | |
| Out-of-State Airfare | \$ | - |
| Out-of-State Travel--Other | \$ | - |
| Out-of-State Meals | \$ | - |
| Out-of-State Mileage | \$ | - |
| Out-of-State Lodging | \$ | - |
| | \$ | - |
| PRINTING & DUPLICATING | \$ | - |
| COMMUNICATIONS & SHIPPING COSTS | | |

MONTHLY EXPENDITURE DETAIL
FY 2015-2016

| | | | |
|---|-----------|-----------------|-------------------------|
| Telecommunications | \$ | - | |
| Postal Charges | \$ | 1,689.38 | |
| Freight & Express Charges | \$ | - | |
| | \$ | 1,689.38 | |
| MAINTENANCE & REPAIRS | \$ | - | |
| THIRD PARTY PROFESSIONAL SERVICES | | | |
| Court Reporter Services | \$ | - | |
| Document Destruction Services | \$ | 13.56 | |
| General Business Consulting Svcs | | | |
| Credit Card Fees (online renewal) | \$ | 1,615.24 | |
| Organization Memberships/Dues | | | |
| NCARB Dues | \$ | 6,500.00 | |
| Other Legal Services | \$ | - | |
| Other | \$ | - | |
| Consulting Services--Testing Services | \$ | - | |
| | \$ | 8,128.80 | |
| SUPPLIES & OFFICE FURNITURE | | | |
| Office Supplies & Furniture | \$ | 3.38 | |
| Operational Supplies | \$ | - | |
| Training Supplies | \$ | - | |
| Sensitive Minor Equipment | \$ | - | |
| | \$ | 3.38 | |
| RENTALS & INSURANCE | | | |
| Rent or Lease of Buildings | \$ | - | |
| Rent or Lease of Equipment | \$ | 3,402.10 | PSAV / NCEES SZ Meeting |
| Rent or Lease of Reproduction Equipment | \$ | 78.32 | |
| | \$ | 3,480.42 | |
| GRANTS & SUBSIDIES | \$ | - | |
| TRAINING OF STATE EMPLOYEES | | | |
| In-Service Training | \$ | - | |
| Out-Service Training | \$ | - | |
| | \$ | - | |
| COMPUTER RELATED ITEMS | | | |
| Maintenance of Equipment | \$ | - | |
| Data Processing Supplies | \$ | - | |
| Data Processing Services (Non-State) | \$ | - | |
| Sensitive Minor Computers | \$ | - | |
| | \$ | - | |
| STATE PROFESSIONAL SERVICES | | | |
| Data Processing Services (F&A, OIR) | \$ | - | |
| Statewide Accounting Billing | \$ | - | |
| Telephone Billing | \$ | 283.95 | |
| Payroll Billing | \$ | - | |
| Lock Box Billing | \$ | - | |
| Attorney General Billings | \$ | - | |
| Administrative Judges Billing (SOS) | \$ | - | |
| Agency Internal Administrative Costs | \$ | - | |
| Agency Internal Info Systems Costs | \$ | - | |
| Printing & Reproduction by State Agencies | \$ | - | |
| Rent or Lease of State Buildings | \$ | 2,492.96 | |

MONTHLY EXPENDITURE DETAIL
FY 2015-2016

| | | | |
|--|-----------|------------------|----------------------|
| State-Owned Vehicle Charges | \$ | - | |
| Other | \$ | - | |
| | \$ | <u>2,776.91</u> | |
| TOTAL MAY 2016 | \$ | 43,781.29 | |
| JUNE 2016 | | | |
| REGULAR SALARIES & WAGES | \$ | 21,064.00 | |
| PART-TIME SALARIES & WAGES (PER DIEM) | \$ | 1,650.00 | |
| EMPLOYEE BENEFITS | \$ | 8,596.11 | |
| IN-STATE TRAVEL | | | |
| In-State Mileage | \$ | 1,105.44 | |
| In-State Airfare | \$ | - | |
| In-State Meals & Incidentals | \$ | 619.50 | |
| In-State Lodging | \$ | 1,146.88 | |
| In-State Travel--Other | \$ | <u>126.73</u> | |
| | \$ | 2,998.55 | |
| OUT-OF-STATE TRAVEL | | | |
| Out-of-State Airfare | \$ | 798.96 | |
| Out-of-State Travel--Other | \$ | - | |
| Out-of-State Meals | \$ | - | |
| Out-of-State Mileage | \$ | - | |
| Out-of-State Lodging | \$ | <u>-</u> | |
| | \$ | 798.96 | |
| PRINTING & DUPLICATING | | | |
| | \$ | - | |
| COMMUNICATIONS & SHIPPING COSTS | | | |
| Telecommunications | \$ | - | |
| Postal Charges | \$ | 2,109.38 | |
| Freight & Express Charges | \$ | <u>-</u> | |
| | \$ | 2,109.38 | |
| MAINTENANCE & REPAIRS | | | |
| | \$ | 140.00 | Central Time Systems |
| THIRD PARTY PROFESSIONAL SERVICES | | | |
| Court Reporter Services | \$ | - | |
| Document Destruction Services | \$ | 13.56 | |
| General Business Consulting Svcs | | | |
| Credit Card Fees (online renewal) | \$ | 2,222.78 | |
| Dr. John W. Smith | \$ | 50.00 | |
| Organization Memberships/Dues | \$ | - | |
| Other Legal Services | \$ | - | |
| Other | \$ | - | |
| Consulting Services--Testing Services | \$ | <u>-</u> | |
| | \$ | 2,286.34 | |
| SUPPLIES & OFFICE FURNITURE | | | |
| Office Supplies & Furniture | \$ | 437.90 | |
| Operational Supplies | \$ | 60.00 | |
| Training Supplies | \$ | - | |
| Sensitive Minor Equipment | \$ | <u>-</u> | |
| | \$ | 497.90 | |

MONTHLY EXPENDITURE DETAIL
FY 2015-2016

RENTALS & INSURANCE

| | | |
|---|-----------|--------------|
| Rent or Lease of Buildings | \$ | - |
| Rent or Lease of Reproduction Equipment | \$ | 78.32 |
| | \$ | 78.32 |

GRANTS & SUBSIDIES

\$ -

TRAINING OF STATE EMPLOYEES

| | | |
|----------------------|-----------|-----------------------|
| In-Service Training | \$ | - |
| Out-Service Training | \$ | 665.00 NCARB reg. fee |
| | \$ | 665.00 |

COMPUTER RELATED ITEMS

| | | |
|--------------------------------------|-----------|----------|
| Maintenance of Equipment | \$ | - |
| Data Processing Supplies | \$ | - |
| Data Processing Services (Non-State) | \$ | - |
| Sensitive Minor Computers | \$ | - |
| | \$ | - |

STATE PROFESSIONAL SERVICES

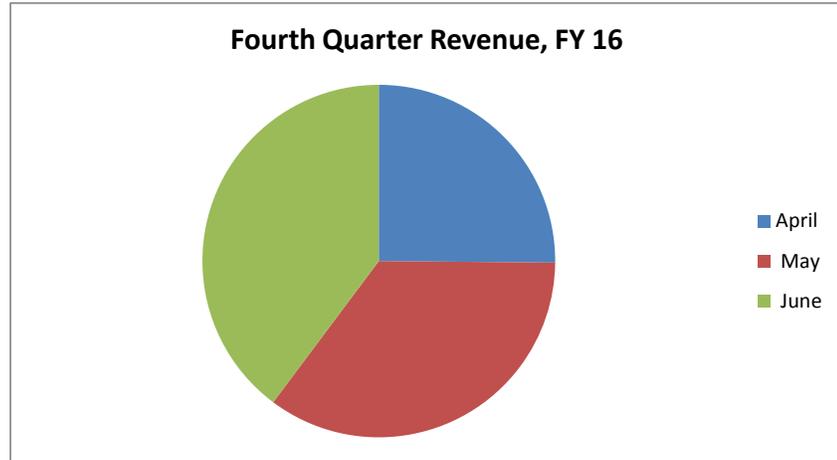
| | | |
|---|-----------|-----------------|
| Data Processing Services (F&A, OIR) | \$ | - |
| Statewide Accounting Billing | \$ | - |
| Telephone Billing | \$ | 593.76 |
| Payroll Billing | \$ | - |
| Lock Box Billing | \$ | - |
| Attorney General Billings | \$ | - |
| Administrative Judges Billing (SOS) | \$ | 200.00 |
| Agency Internal Administrative Costs | \$ | - |
| Agency Internal Info Systems Costs | \$ | - |
| Printing & Reproduction by State Agencies | \$ | - |
| Rent or Lease of State Buildings | \$ | 2,492.96 |
| State-Owned Vehicle Charges | \$ | - |
| Other | \$ | 262.40 |
| | \$ | 3,549.12 |

TOTAL JUNE 2016

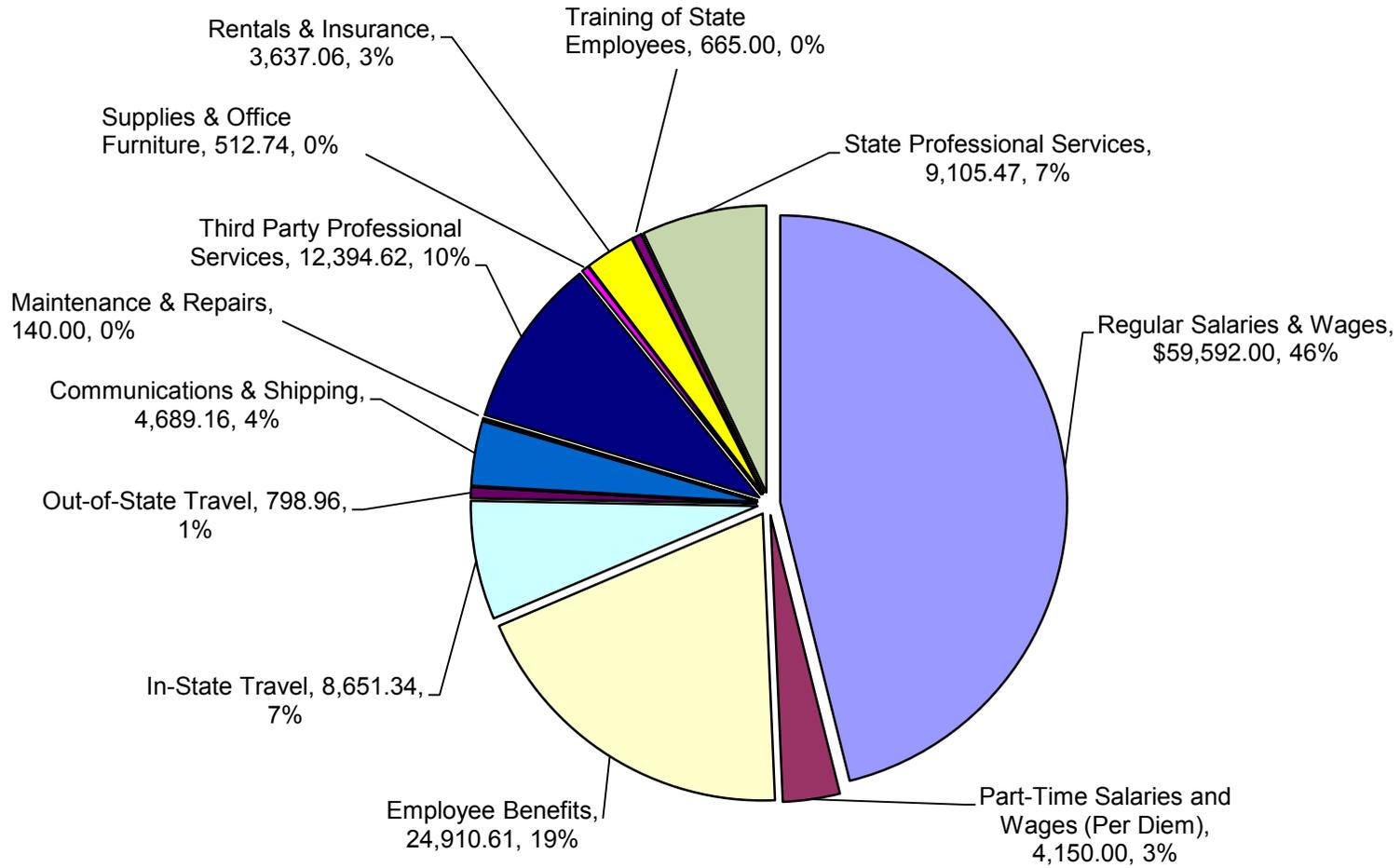
\$ 44,433.68

**MONTHLY REVENUE BREAKDOWN
FY 2015-2016**

| | |
|-----------------------|------------------------|
| First Quarter | Total |
| July | \$ 136,656.08 |
| August | \$ 70,596.32 |
| September | \$ 49,384.96 |
| | \$ 256,637.36 |
| Second Quarter | |
| October | \$ 57,700.00 |
| November | \$ 86,960.00 |
| December | \$ 137,985.00 |
| | \$ 282,645.00 |
| Third Quarter | |
| January | \$ 145,925.00 |
| February | \$ 114,430.00 |
| March | \$ 121,690.00 |
| | \$ 382,045.00 |
| Fourth Quarter | |
| April | \$ 90,715.00 |
| May | \$ 126,535.00 |
| June | \$ 143,550.00 |
| | \$ 360,800.00 |
| Total | \$ 1,282,127.36 |



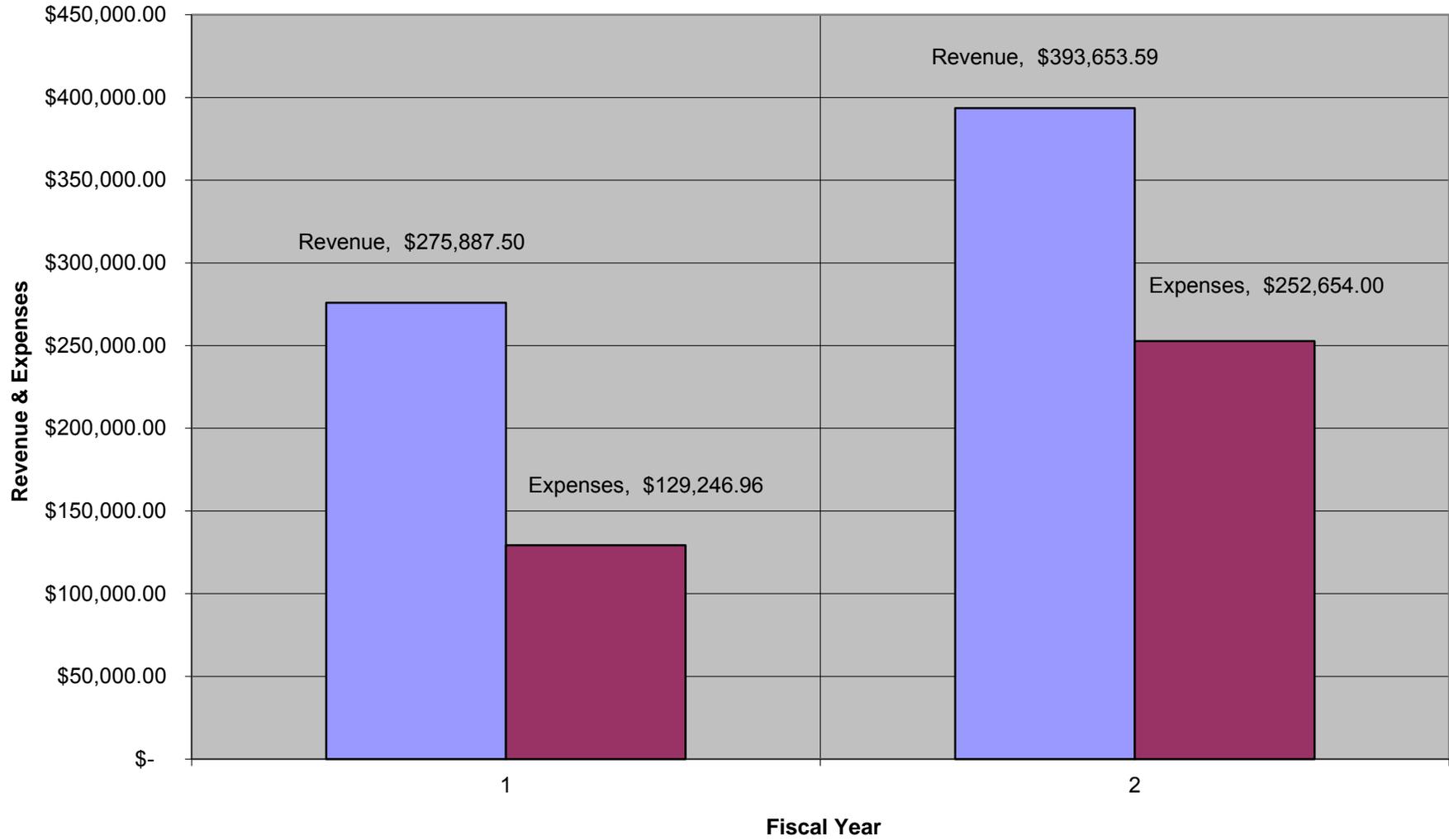
Expenditures--4th Quarter, FY 2016
Total Direct Expenditures: \$129,246.96



4th Quarter Comparison

FY 2016

FY 2015



| FEE COMPARISON WITH SOUTHEASTERN AND BORDER STATES | | | | | | | | | | | | | | | | |
|---|-------|----------|----------|-------|-------|----------|-----------------------|--------------------|-------|---------------|---------------|-----------------------|-------|-------------|-------------|------------|
| | TN | AL | AR | FL | GA | KY | LA | MS | MO | NC | SC | TX | VA | Avg. | Max. | Min. |
| ARCHITECTS | | | | | | | | | | | | | | | | |
| Application fee (exam) | \$30 | \$10 | \$250 | \$60 | \$50 | \$100 | N/A** | \$60 | \$100 | \$50 | N/A** | \$100 | \$75 | \$80.45 | \$250 | \$10 |
| Application fee (comity) | \$55 | \$150 | \$250 | \$90 | \$50 | \$200 | \$300 | \$450 | \$200 | \$150 | \$105 | \$150 | \$75 | \$171.15 | \$450 | \$50 |
| Renewal/registration fee* | \$140 | \$135/yr | \$100/yr | \$125 | \$90 | \$125/yr | \$75/yr resident | \$275 resident | \$35 | \$50/yr | \$115 | \$105 resident/yr | \$55 | \$85.48/yr | \$156.25/yr | \$17.50/yr |
| | | | | | | | \$150/yr non-resident | \$350 non-resident | | | | \$200 non-resident/yr | | | | |
| ENGINEERS | | | | | | | | | | | | | | | | |
| Application fee (FE) | \$15 | \$15 | \$50 | \$30 | \$20 | \$0 | \$20 | \$25 | \$10 | \$100 | \$0 | \$15 | \$30 | \$25.38 | \$100.00 | \$0 |
| Application fee (PE exam) | \$30 | \$50 | \$75 | \$125 | \$30 | \$0 | \$50 | \$75 | \$100 | \$100 | \$65 | \$80 | \$60 | \$64.62 | \$125 | \$0 |
| Application fee (comity) | \$55 | \$125 | \$200 | \$125 | \$70 | \$300 | \$180 | \$75 | \$200 | \$100 | \$75 | \$80 | \$60 | \$126.54 | \$300 | \$55 |
| Renewal/registration fee* | \$140 | \$100 | \$80 | \$125 | \$50 | \$150 | \$120 | \$35/yr | \$35 | \$75/yr | \$85 | \$40/yr | \$80 | \$48.65/yr | \$75/yr | \$17.50/yr |
| LANDSCAPE ARCHITECTS | | | | | | | | | | | | | | | | |
| Application fee (exam) | \$30 | \$75 | \$250 | \$100 | \$25 | \$250 | \$200 | \$125 | \$100 | \$100 | \$50 | \$100 | \$125 | \$117.69 | \$250 | \$25 |
| Application fee (comity) | \$55 | \$75 | \$250 | \$150 | \$25 | \$250 | \$100 | \$350 | \$200 | \$250 | \$50 | \$150 | \$125 | \$156.15 | \$350 | \$25 |
| Renewal/registration fee* | \$140 | \$150/yr | \$100/yr | \$230 | \$125 | \$200/yr | \$100/yr | \$200 | \$35 | \$100/yr | \$200 | \$105 resident/yr | \$110 | \$101.73/yr | \$200/yr | \$17.50/yr |
| | | | | | | | | | | | | \$200 non-resident/yr | | | | |
| INTERIOR DESIGNERS | | | | | | | | | | | | | | | | |
| Application fee | \$55 | \$250 | \$250 | \$30 | \$50 | \$100 | \$150 | \$175 | \$50 | Not regulated | Not regulated | \$100 | \$45 | \$114.09 | \$250 | \$30 |
| Renewal/registration fee* | \$140 | \$135/yr | \$100/yr | \$125 | \$90 | \$200/yr | \$150/yr | \$250 | \$50 | Not regulated | Not regulated | \$105 resident/yr | \$45 | \$98.86/yr | \$200/yr | \$22.50/yr |
| | | | | | | | | | | | | \$200 non-resident/yr | | | | |
| * Biennial, unless otherwise noted. This is the standard fee for active renewal. | | | | | | | | | | | | | | | | |
| **Applicants apply directly to NCARB. | | | | | | | | | | | | | | | | |
| If no fee is indicated, the fee does not apply. | | | | | | | | | | | | | | | | |
| If two fees are indicated (for resident and non-resident) the fees were averaged prior to computing overall averages. | | | | | | | | | | | | | | | | |
| Updated September 2016 | | | | | | | | | | | | | | | | |

DRAFT

Note: The following is not a legal opinion.

Memo

TO: John Cothron

DATE: August 30, 2016

FROM: Ricky Bursi

**SUBJECT: Position Statement - QBS and
Additional Services Issue Regarding
Responses to State of TN RFQs**

The following is a proposed position statement for the TN AE Board on the QBS and Additional Services issue regarding designer responses to State of Tennessee RFPs. This is intended for review by other members of the AE Board. Also, our staff attorneys should review this and let us know if Tennessee laws support the proposed position as stated below.

1. The State of Tennessee SBC-6 “Agreement between Owner and Designer” describes Basic Services, and lists Basic Services consultants in 1.4.1.
2. In SBC-6, 1.4.2, known additional consultants outside of that covered by the Basic Services Fee are listed, and the Basic Services fee is modified to compensate for these additional consultants.
3. Additional Services are described in SBC-6a “Terms and Conditions for Agreement between Owner and Designer” in Section 1.2. Additional Services that are described in Section 1.2, including special consultants listed in 1.2.13, are not covered by the Basic Services Fee and are negotiated per SBC-6a, Section 2.5.
4. When a design firm responds to a State of Tennessee Request for Qualifications (RFQ) and describes their Basic Services as including services and consultants that are identified in SBC-6a as Additional Services, this exposes the design fee of this responder as less than that of other RFQ responders who don’t include Additional Services in their Basic Services description.
5. The TN AE Board takes the position that responding to an RFQ as described in 4. above is in violation of the Tennessee QBS law regarding procurement of professional services.
6. There are two appropriate actions that could be taken when a designer submits a response as described in 4. above:
 - a. The State Architect can disqualify these responses and only consider the responses that meet the QBS law.
 - b. If the AE Board receives a complaint from anyone about a design professional submitting a response that violates the QBS law, the AE Board can investigate and issue penalties as appropriate.

1.4 Designer's Consultants

1.4.1 For the purposes of providing Basic Services, Designer's consultants are:

The consultants required for Basic Services may be listed here or may be identified in a "Consultants Attachment".

BASIC SERVICES CONSULTANTS

| Service | Firm | Principal | TN License No. |
|---------------|------|-----------|----------------|
| Architectural | | | |
| Structural | | | |
| Mechanical | | | |
| Electrical | | | |
| Civil | | | |
| Landscape | | | |

1.4.2 If there are no additional consultants known at the time of executing this Agreement, delete the entirety of 1.4.2

If the Project has consultants known at the time of executing this Agreement who will have fees paid as additional services, insert the following:

Additional consultants of the Designer on the Project who are potentially providing services that are outside of Basic Services are:

If the Basic Services Fee has been adjusted to compensate for additional consultants, insert the following: The additional consultants of the Designer providing services included in the modified Basic Services Fee are:

| Service | Firm | Principal | License No. |
|---------|------|-----------|-------------|
| | | | |
| | | | |

1.5 For the Designer's Basic Services, the Designer agrees to perform the work of the phases that are checked within the durations identified for each Phase. The Designer shall proceed with the work of the initial phase based on receipt of a fully executed copy of this Agreement and a notice to proceed. The Designer shall proceed with each following phase upon receipt of written approval to proceed.

| Included | Phase | Duration in Days |
|--------------------------|---|---|
| <input type="checkbox"/> | Phase 1 – Program Verification Phase: | 30 |
| <input type="checkbox"/> | Phase 2 – Schematic Design Phase: | 30 |
| <input type="checkbox"/> | Phase 3 – Design Development Phase: | 30 |
| <input type="checkbox"/> | Phase 4 – Contract Document Phase: | 30 |
| <input type="checkbox"/> | Phase 5 – Bidding or Negotiation Phase: | In accordance with Owner's schedule and the construction schedule |
| <input type="checkbox"/> | Phase 6 – Construction Phase: | In accordance with Owner's schedule and the construction schedule |
| <input type="checkbox"/> | Phase 7- Close-Out Phase: | 30 days after final completion of construction |

The Phases and durations may be adjusted by the Owner and the Designer by Supplemental Agreement.

1.5.1 Special requirements concerning the Phases or Durations: Opportunity to add special provisions related to the work or durations to be included in the contract – i.e. on small projects the Owner may want to combine Program, Schematics and possibly Design Development as a single phase. If no additional requirements, this paragraph would be omitted.

- The number of hard copy, complete sets, requested by Owner, of documents for each Phase submittal, demonstrating the deliverable product required for the Phase;
- As many hard copy, complete sets of Construction Documents as are necessary for bidding purposes according to the policy of Owner; and

Documents that cannot be approved will not be considered as a set of Documents and shall not qualify as a reimbursable expense. There will be no reimbursement for electronic copies of documents.

1.2 Additional Services

- 1.2.1 The services described below in this Section 1.2 are Additional Services and are not included in Basic Services. Requests by Designer to Owner for services not listed in these Terms and Conditions will be evaluated by Owner who will consult with the Office of the State Architect in making such an evaluation.
- 1.2.2 Making material revisions in documents when such revisions are:
- .1 Inconsistent with written approvals or documented instructions previously given by Owner, for the previously approved phase or concept and which are made necessary by significant adjustments in Owner's program, Phase durations or Project budget; or significant changes in the Project including, but not limited to size, quality, or complexity and which are not caused by Designer error or omission.
 - .2 Required by the enactment or revision of codes, laws or regulations subsequent to the preparation of documents for a given phase.
- 1.2.3 Providing services concerning replacement of work damaged by fire or other cause during construction.
- 1.2.4 Providing services made necessary by default of the Contractor, or made necessary by major defects in the work of the Contractor, which defects require significant investigation or redesign.
- 1.2.5 Providing services in connection with a government public hearing, or legal proceeding except where Designer is party thereto, beyond that typically required. These services may include, but are not limited to, local government hearings or meetings.
- 1.2.6 Providing analysis of Owner's existing facilities, needs and programming requirements of the Project beyond that required in Section 1.1.2 above.
- 1.2.7 Assisting Owner in preparation of application to the U.S. Government and other granting agencies for construction, interest subsidy, and other forms of grants.
- 1.2.8 Providing planning surveys, site evaluations or comparative studies of prospective sites beyond that required in Section 1.1.3.1 above, such as, offsite detention and water quality analysis design, existing conditions surveys not related to the Project, site benchmarking, site feasibility studies and analysis, site planning surveys, hazardous materials surveys, and seismic studies or analysis beyond that needed for code compliance.
- 1.2.9 Providing site or environmental surveys, reports, applications or studies required for approvals of governmental authorities, or others having jurisdiction over the Project, which are not considered a part of Basic Services.
- 1.2.10 Providing measured drawings or evaluations of existing facilities and conditions where reasonable documentation does not exist, including load studies and capacity analysis.
- 1.2.11 Providing special services to verify the accuracy of drawings or other information furnished by Owner.
- 1.2.12 Providing interior design and other similar services limited to and required for or in connection with the selection, procurement or installation of furniture, furnishings and other related equipment not included in the Construction Documents.

1.2.13 Providing services of special consultants not included in Sections 1.4.1 and 1.4.2 of the Agreement when such services are reasonably required by the scope of the Project and specifically requested or agreed to by Owner. Special consultants could include consultants for clean room certification, agricultural, technology special equipment, vibration analysis, food service, theater, acoustical, audio/visual, exhibit design, specialty landscaping and irrigation, traffic analysis, commissioning, and environmental.

1.2.14 Providing detailed physical models, artistic renditions, videos or animations for presentations.

1.2.15 Providing independent energy analysis, independent models or derivatives of design models of for comparative analysis of energy usage.

1.2.16 Providing electronic models beyond that required (A) to represent details greater than 1/4"=1'0" scale or (B) by the Tennessee BIM Standards.

1.2.17 Providing more extensive representation at the site than is required by Owner in Section 1.1.7 above.

1.2.18 Providing additional inspections or services or attending additional meetings as a result of the Contractor:

(A) significantly exceeding the contract time as modified, in which event the request for such additional services shall be provided coincident with the Contractor's invoice for Substantial Completion and shall not exceed the amount that would be due to the designer for such a time period of services should the fee for the Construction Phase be calculated on a monthly rate; or

(B) failing to perform its duties so that Designer could perform its obligations under Section 1.1.8 above, (i) within the duration set forth after the Substantial Completion inspection performed pursuant to Section 1.1.7.9 above or (ii) in an efficient manner, in which event the request for such additional services shall be provided coincident with the Contractor's invoice for Final Completion.

1.2.19 Providing, supervising or observing activities associated with commissioning, retro-commissioning or re-commissioning of buildings or systems in excess of the requirements of Sections 1.1.7 and 1.1.8 above when required by Owner.

1.2.20 Providing excessive evaluations or on-site Project visits after final completion of the Work due to improper building operation by Owner, non-conforming work, or non-responsiveness by the Contractor to make required corrections.

1.2.21 Providing services and documentation necessary to comply with requirements of the US Green Building Council, Leadership in Energy and Environmental Design (LEED) or other similar programs that are in excess of the requirements of the Tennessee High Performance Building requirements (TN HPBr), should Owner request certification under such a program.

1.3 Miscellaneous

1.3.1 All documents and services required under the Agreement shall be prepared or performed by, or under the direct supervision of professionals registered by the State of Tennessee in each discipline required by the scope of services. These registered professionals shall be employees of Designer's firm or of the consulting firms listed in the Agreement, and shall affix their seals in accordance with TCA § 62-2-102, et seq. Professionals in required disciplines not represented in Designer's firm shall be retained by Designer subject to the objection of, and without additional cost to, Owner.

1.3.2 Designer's consultants working in disciplines that require registered professionals shall maintain insurance coverage with the limits set forth in Sections 3.1.1 - 3.1.3 of the Agreement and professional liability insurance coverage with limits of \$1,000,000 per claim and \$1,000,000 annual aggregate. Designer shall ascertain that Designer's consultants maintain the insurance required by the Agreement. The consultants' insurance coverage shall be maintained from the date of the Agreement until four (4) years after the date of Substantial Completion of the Project.

Project is suspended for more than 45 consecutive days but less than 90 consecutive days, Designer shall be compensated for services completed prior to the date the suspension commenced. If the Project is suspended for 90 consecutive days or more, then Designer shall be compensated for services completed prior to the date the suspension commenced and for the resumption of services after the suspension is terminated. In the event that the suspension occurs prior to the completion of a phase that has commenced, then Designer's compensation for services completed prior to the date of the suspension shall be mutually agreed upon and based on the demonstrated services that have been completed and the percentage of the time remaining in the phase. If Designer is entitled to compensation for the resumption of services, then such amount shall be mutually agreed upon and based on documented additional costs incurred.

2.3.4 All approved payments to Designer shall be made within forty-five (45) days after being properly invoiced and payable in accordance with TCA Title 12, Chapter 4, Part 7.

2.4 **Payments to Designer for Reimbursable Expenses**

2.4.1 "Reimbursable Expenses" are expenses of Designer that will be compensated to Designer by Owner with no mark up and are limited to expenses expressly allowed in the Agreement and actually incurred by Designer and Designer's consultants while performing services under the Agreement. Reimbursable Expenses are paid to Designer in addition to compensation for Basic and Additional Services.

2.4.2 Travel expenses within the State of Tennessee are not reimbursable unless they are beyond the requirements of Basic Services and approved in advance by Owner in writing. Travel expenses to and from out-of-state locations directed by or approved in advance by Owner in writing, in connection with the Project, will be considered as reimbursable expenses. Reimbursement for allowable travel, meals, and lodging shall be in the amount of actual costs, subject to maximum amounts and limitations specified in the "State Comprehensive Travel Regulations" as they are amended from time to time.

2.4.3 If Owner elects to have Designer pay for advertisements for bids, such costs will be considered as reimbursable expenses.

2.4.4 The actual costs of printing and reproduction of the hard copy documents required in Section 1.1.8.2 and 1.1.10 are Reimbursable Expenses.

2.5 **Payments to Designer for Additional Services**

2.5.1 Amounts due to Designers for Additional Services shall be negotiated as a not to exceed amount billed at an hourly rate and paid in accordance with Sections 2.3.1, 2.3.2 or 2.5 of the Agreement, as applicable. Compensation for Additional Services shall not be payable to Designer unless prior to the time such Additional Services are rendered, Owner shall have approved by written agreement the payment to Designer for those Additional Services.

2.6 **Miscellaneous Payment Provisions**

2.6.1 Designer shall complete and sign an "Authorization Agreement for Automatic Deposits" (ACH Credits) Form and a W-9 Form prior to commencing work or invoicing Owner. These forms shall be provided by Owner. All payments to Designer under the Agreement shall be made through Owner's automated clearing house wire transfer system.

2.6.2 Owner reserves the right to deduct from amounts which are or shall be invoiced and payable to Designer under the Agreement or any other agreement between the State and Designer any amounts which are or shall become due and payable to Owner by Designer.

Article 3 OWNER'S RESPONSIBILITY

New Contract Overview

Tennessee Office of the State Architect

Agenda

June 3, 2016

1. Intro
2. Contract Premise
3. Changes
 - a. Mileage
 - b. Printing
 - c. Determination of MACC
 - d. Rate determinations
 - e. Three procurement models
4. Clarifications
5. Questions and Answers

LARRY MARTIN
COMMISSIONER



PETER L. HEIMBACH, JR.
STATE ARCHITECT

STATE OF TENNESSEE
DEPARTMENT OF FINANCE AND ADMINISTRATION
OFFICE OF THE STATE ARCHITECT
WILLIAM R. SNODGRASS TENNESSEE TOWER
312 ROSA L. PARKS AVENUE, SUITE 1800
NASHVILLE, TENNESSEE 37243-0300
(615) 741-2388

FROM: Peter L. Heimbach, Jr. 
DATE: 5/26/2016
SUBJECT: Revised Designer Agreement Approved by the State Building Commission

MEMORANDUM

This memorandum is intended to provide guidance regarding the use of the revised SBC-6 Agreement between Owner and Designer, SBC-6a Terms and Conditions for Agreement between Owner and Designer, a SBC-6s Standard Form of Supplement to Agreement between Owner and Designer. These forms should be used for all FY16-17 projects and all contracts after July 1, 2016. As you are aware, one main the purpose of the revisions was to better align the documents with current and best practices. In the paragraphs below, key features of the documents are discussed.

SBC-6

- The format of the SBC-6 was revised so that it better tracks the format of the SBC-6a.
- The first section, Article 1 should be used to provide information about the project. The section describing the project, Section 1.1.1, has been expanded to encourage the inclusion of as much information regarding the scope as is known to the SPA.
- Information about the Principal and the Consultants has been reformatted to clearly differentiate between consultants providing Basic Services and those providing Additional Services known at the time of contracting.
 - Section 1.4.1 is for the listing of consultants to the Designer who will provide Basic Services. (The definition of Basic Services in the SBC-6a remains unchanged- See Section 1.1 of the SBC-6a.)
 - Section 1.4.2 is for the listing of consultants to the Designer who will provide Additional Services. (The definition of Additional Services in the SBC-6a has been expanded upon to better distinguish between those services that are Basic Services and those that are Additional Services- See Section 1.2 of the SBC-6a.)
 - Section 1.4.2 should be deleted in the event no Additional Services consultants have been identified at the time of contract execution.
 - If the parties have identified consultants who will provide Additional Services or who may provide Additional Services with compensation for such services to be paid in addition to the Basic Services Fee, then the heading information of Section 1.4.2 should be edited and information regarding those consultants should be included in Section 1.4.2.
 - If the parties have agreed to modify the Basic Services Fee and to include the fees for services of additional consultants in the modified Basic Services Fee, then the heading

information of Section 1.4.2 should be edited and information regarding those consultants should be included in Section 1.4.2.

- The agreed upon durations for each phase of Basic Services should be inserted in Section 1.5. If there are special requirements regarding phases or durations such as combining phases or requiring completion by a certain date because of operational needs, that information should be inserted in Section 1.5.1. If the project has no special requirements, then Section 1.5.1 can be deleted.
- Sections 2.1 and 2.2 set forth the MACC for the Project and the compensation methodology for the Designer. A Designer Fee Computation Attachment should be included with each SBC-6 detailing how the fee was calculated.
- The maximum hourly rate for Designers was increased from \$155/hour to \$175/hour.
- It should be noted that principals, as well as employees, of the Designer must now provide support for their Direct Personnel Expense. The Direct Personnel Expense includes the cost of the individual's base salary and benefits but may not exceed 139% of the individual's base salary.
 - Recognizing that some principals may not have a base salary, Section 2.3.2 explains how to calculate the hourly rate for those principals.
 - A Direct Personnel Expense calculation sheet will be included on the OSA website to assist in determining the Direct Personnel Expense.
- As stated in Sections 2.3.2 and 2.5, invoices for Additional Services provided by consultants may contain a fee from the Designer, not to exceed 20% of the invoiced amount, to compensate the Designer for Designer's services in coordinating, managing and otherwise directing and working with the Additional Service provider. If the Additional Services are tests, surveys, reports or the like and are performed by the Designer, then no additional amount may be invoiced by the Designer. The language in these sections was revised to clarify that the Designer's fee can be negotiated to fairly compensate the Designer for Designer's services in connection with Additional Services provided by consultants.
- The Professional Liability Insurance Limits Requirement should be completed based on the amount of the MACC. Once the appropriate limits are inserted, the asterisks and information after the asterisk can be deleted.

SBC-6a

- While the format, organization and numbering scheme of the SBC-6a were changed, much of the substance of the original document remains. Key revisions are noted below.
- Section 1.1.1.1 provides that the Designer must notify the Owner of potential delays within 10 days of occurrence, reduced from 21 days.
- Pursuant to Section 1.1.1.6, the Designer must provide to the Owner a listing of all design related professionals under the authority of the Designer at the start of the Project.
- Section 1.1.6.3 addresses how Projects that bid over the MACC will be addressed with the Designer. In these cases, the Owner will either direct the Designer to work with the Owner to get the Project within budget at no additional fee or the Owner will proceed forward with the Project, but the Designer will not be entitled to an additional fee.
- Section 1.1.6.4 addresses the Designer's responsibilities if the Project bids in more than 20% below the MACC. In those cases, the Designer must either provide additional design services to add back deleted scope at no additional cost to the Owner or accept a reduction in the fee owed for the remainder of the Project. Any reduction in the fee must be documented by the execution of a SBC-6s.
- Section 1.1.9 addresses surveys, tests and other project information that the Designer may need to obtain if not provided by the Owner. If needed and not provided by the Owner, then the cost of these items is an Additional Service and an invoice for these services can include the applicable mark-up from Section 2.3.2 or 2.5 of the SBC-6.

- Sections 1.1.10 and 2.4.4 provide that the State will pay as a reimbursable (no upcharge) the cost of all hard copy documents requested by the State. As the State moves more to electronic submittals, it was determined that there will no longer be a certain number of hard copies that must be provided by the Designer as part of Basic Services. It is anticipated that the use of electronic submittals and online services, such as plan rooms, will be the primary means of distributing documents required in connection with the Project.
- The types of services that may be Additional Services are more listed in Section 1.2. While the definition of Additional Services has not changed, the list of services included in the SBC-6a was negotiated heavily between the SPAs and the industry groups and is more inclusive of the types of services that could be Additional Services than was included in the prior version of the SBC-6a.
- As reflected in Section 2.1, the Basic Services Fee Formula has not changed.
- Adjustments to the Basic Services Fee Formula for different project types are set forth in Section 2.1.3. This language includes a clarification that not all maintenance projects are of sufficient complexity to warrant the 1.25 multiplier.
- Section 2.2.2 defines “Direct Personnel Expense” and increases the cap from 130% to 139% of an individual’s base salary.
- Section 2.3.1 readjusts that percentage of the Basic Services Fee payable upon completion of each design phase.
- However, under Section 2.3.2, the Owner and Designer can agree to interim payments for the Schematic Design (2 payments permissible), Design Development (2 payments permissible), Construction Document (3 payments permissible), which equates to approximately 10% of the fee for the Project in each payment.
- Section 2.3.3 sets forth how the compensation due to the Designer for Projects that are put on hold is addressed. This now separates the payment for completed work from the “additional service” of stop and restart fees. If appropriate, those payments can be invoiced after 45 and 90 days respectively.
- Section 2.4.2 provides that travel required to perform Basic Services will no longer be reimbursed. Other travel expenses may be reimbursed if previously approved by the State in writing.

SBC-6s

- The SBC-6s was revised to follow the format of the revised SBC-6 and provide standard language for revisions.
- The revised SBC-6s can be used with both the previous version of the SBC-6 and the revised version of the SBC-6.
- To the extent that there are changes to a particular section of the SBC-6, the corresponding portion of the SBC-6s should be completed. Any unchanged section of the SBC-6s should be deleted.

Solicitation Statements

Basic Services Statement

This project will be evaluated based on the designer(s) providing Basic Services only including utilizing the services of various consultants as provided in [cite section if appropriate] this RFQ. Provide a statement that confirms that the consultants listed are included in Basic Services and there are no consultants listed for which additional services are expected.

Full Services Statement

This project will be evaluated based on the designer(s) providing all services (Basic and Additional) including utilizing the services of various consultants as provided in [cite section if appropriate] this RFQ in order to complete all design requirements known at the time of this solicitation. Provide a statement that confirms that the services and consultants listed are included for evaluation and will be included in the [negotiated fee/modified fee] and there are no consultants listed for which additional services are expected.

Additional Services Cross Reference

| AIA/ACEC Proposed Additional Service | | | New Contract Reference |
|--------------------------------------|--|---|------------------------|
| 1 | | Feasibility studies and analysis | 1.2.8 1.2.9 |
| 2 | | Value analysis and life cycle cost analysis | 1.2.6 |
| 3 | | Assistance with grant and funding applications | 1.2.7 |
| 4 | | Facility programming | 1.2.6 |
| 5 | | Master planning | 1.2.13 |
| 6 | | Soils investigations and reports and geotechnical services | 1.1.9.5 |
| 7 | | Surveys such as topographic, boundary, vegetation improvements, or utilities | 1.1.9.5 |
| 8 | | Existing facilities analysis | 1.2.6 |
| 9 | | ADA compliance consultant-independent consultant if required by the state | 1.2.13 |
| 10 | | Revisions required by new codes, laws, or regulations after completion of design work | 1.2.2.2 |
| 11 | | Measured drawings of existing facilities | 1.2.10 |
| 12 | | Environmental assessments | 1.2.9 1.1.9.5 |
| 13 | | Storm water management permitting | 1.2.8 |
| 14 | | Environmental and site permitting | 1.2.8 |
| 15 | | Clean room certification | 1.2.13 |
| 16 | | Agricultural consultant | 1.2.13 |
| 17 | | Storm water third-party reviews for municipal separate storm sewer system (MS4) locations | 1.2.8 1.2.9 |
| 18 | | Detention and water quality analysis (Engr-3)-beyond basic services requirements | 1.2.8 1.2.9 |
| 19 | | Technology special equipment consultant | 1.2.13 |
| 20 | | Vibration analysis consultant | 1.2.13 |
| 21 | | Electromagnetic interference (EMI) and RF interference (RFI) analysis | 1.1.9.5 |
| 22 | | Radon surveys | 1.1.9.5 |
| 23 | | Food service consultation | 1.2.13 |
| 24 | | Theater consultation | 1.2.13 |
| 25 | | Acoustical consultation | 1.2.13 |
| 26 | | Audio/visual consultation | 1.2.13 |
| 27 | | Exhibit design | 1.2.13 |
| 28 | | Landscape and irrigation consultation | 1.2.13 |
| 29 | | Interior design, furnishings, landscaping, and artscaping | 1.2.12 |
| 30 | | Site-specific seismic studies | 1.1.9.5 |
| 31 | | Comprehensive CPM Scheduling | 1.2.13 |
| 32 | | Documents prepared and services performed during any and all design phases for multiple component construction packages | 2.1.3.4 |
| 33 | | Documents prepared and services performed during any and all design phases for separate proposal packages requested by the state agency | 2.1.3.4 |

Additional Services Cross Reference

| AIA/ACEC Proposed Additional Service | | | New Contract Reference |
|--------------------------------------|--|--|------------------------|
| 34 | | Computer-modeled energy analysis other than required by building code | 1.2.15 |
| 35 | | Traffic analysis | 1.2.13 |
| 36 | | Hazardous materials consultation and surveys | 1.2.8 |
| 37 | | Renderings, models, and video animations | 1.2.14 |
| 38 | | Changes to scope, size, or complexity | 1.2.2.1 |
| 39 | | Commissioning | 1.2.19 |
| 40 | | Commissioning support | 1.2.19 |
| 41 | | Commissioning-witnessing functional performance tests | 1.2.19 |
| 42 | | Environmental IEQ/IAQ commissioning | 1.2.19 |
| 43 | | Leadership in Energy and Environmental Design (LEED) process support | 1.2.21 |
| 44 | | Full-time construction inspection provided by the designer | 1.2.17 |
| 45 | | Program management services | 1.2.13 |
| 46 | | Designing replacement work for damaged work | 1.2.3 |
| 47 | | Post-occupancy observations and evaluations | 1.2.20 |
| 48 | | Facility operation services, such as operation and maintenance manual training coordination | 1.2.20 |
| 49 | | Load studies, either mechanical or electrical, requiring metering or beyond the immediate renovation area | 1.1.9.5 |
| 50 | | Reliability analysis, either mechanical or electrical | 1.1.9.5 |
| 51 | | Phased construction | N/A |
| 52 | | Environmental work, which requires a hazardous waste consultant hired by the designer | 1.2.8 |
| 53 | | Zoning board meetings | 1.2.5 |
| 54 | | Nonstate government hearings or meetings, if requested by the state agency | 1.2.5 |
| 55 | | Other specialty design consultants | 1.2.13 |
| 56 | | Adherence to BIM standards | 1.2.16 and TBD |
| 57 | | Facilities management services including, but not limited to, developing database information | N/A |
| 58 | | Graphic design and branding | 1.2.13 |
| 59 | | Material revisions in documents inconsistent with written approvals or instructions | 1.2.2.1 |
| 60 | | Services required by general contractor or subcontractor defects requiring significant investigation or redesign | 1.2.4 |
| 61 | | Services necessary to verify the accuracy of drawings or other information furnished by the state agency | 1.2.11 |
| 62 | | Extensive construction services caused by significant general contractor, subcontractor, or state agency impact | 1.2.18 |
| 63 | | Providing record documents beyond the requirements in the designer's manual | 1.1.8.2 2.2.4 |
| 64 | | Services required as a result of default of a general contractor or subcontractor | 1.2.18 |

DIRECT PERSONNEL EXPENSE CALCULATION WORKSHEET

Total Cost of Benefits

| | |
|---|----------|
| FICA | \$ _____ |
| State Unemployment Compensation Expense | \$ _____ |
| Worker's Compensation Expense | \$ _____ |
| Health Insurance Expense | \$ _____ |
| Retirement Expense | \$ _____ |

Total Cost of Benefits \$ _____

Total Cost of Salaries \$ _____

$$\text{Direct Personnel Expense} = \frac{\text{Total Cost of Benefits for the Firm}}{\text{Total Cost of the Salaries for the Firm}} + 100\%$$

Direct Personnel Expense _____ %

Notes:

1. Salaries include sick leave, holidays and vacation time.
2. Direct Personnel Expense MAY NOT exceed 139% of the individual's base salary for contracts with the State.
3. This worksheet should accompany all hourly rate schedules provided to the State.



Agreement between Owner and Designer

This AGREEMENT is made this _____ day of _____ in the year _____

between the Owner: **State of Tennessee**
State Procurement Agency – GS / TBR / UT

and the Designer: **Designer Name**
Address
City State Zip

for the Project: **Project Name**
Project Location
SBC No.

The Owner and the Designer agree as follows:

Article 1 – Project Terms:

1.1 This Agreement sets forth the duties and responsibilities of the Owner and the Designer with respect to the Project. Designer shall provide the services for the Project in accordance with this Agreement.

1.1.1 The scope of the Project is as follows:

See completed "Scope Attachment" attached hereto. Or provide the scope information in this paragraph. This information should include the necessary information set forth in the designer solicitation - the "basic services" scope of the project and any additional services known at the time this Agreement is executed. Also, include details about the Project's site, program, Owner's consultants, Owner's anticipated procurement method, and other information relevant to the Project or the SPA (campus requirements, etc.)

List other attachments if they apply:

The scope may be adjusted by the Owner and the Designer by Supplemental Agreement.

1.1.2 These documents are incorporated herein by reference as if set forth in full: the SBC 6a – Terms and Conditions for Agreement between Owner and Designer - dated xx/xx/xxxx ("Terms and Conditions"), the current requirements of the Owner's Designers' Manual ("Designers' Manual") including the State High Performance Building Requirements ("HPBr"). The Designer shall provide administration of the Construction Contract with the contractor. To the extent there is any conflict among this Agreement and the documents incorporated into this Agreement, the documents shall be afforded the following precedence: this Agreement including the Scope Attachment and the Designer Fee Computation Attachment, the Terms and Conditions, the Designers' Manual and then the Construction Contract.

List other referenced documents if they apply and modify order of precedence:

1.2 This Agreement represents the entire and integrated agreement between the Owner and the Designer and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended and supplemented only by written instrument signed by the parties to this Agreement and approved by all applicable State officials.

1.3 **Designer's Principal** and License No. for the Project are: *This should be the person, named in the solicitation response:*

Charlie Architect 12345

1.4 Designer's Consultants

1.4.1 For the purposes of providing Basic Services, Designer's consultants are:

The consultants required for Basic Services may be listed here or may be identified in a "Consultants Attachment".

| Service | Firm | Principal | TN License No. |
|---------------|------|-----------|----------------|
| Architectural | | | |
| Structural | | | |
| Mechanical | | | |
| Electrical | | | |
| Civil | | | |
| Landscape | | | |

1.4.2 If there are no additional consultants known at the time of executing this Agreement, delete the entirety of 1.4.2

If the Project has consultants known at the time of executing this Agreement who will have fees paid as additional services, insert the following:

Additional consultants of the Designer on the Project who are potentially providing services that are outside of Basic Services are:

If the Basic Services Fee has been adjusted to compensate for additional consultants, insert the following: The additional consultants of the Designer providing services included in the modified Basic Services Fee are:

| Service | Firm | Principal | License No. |
|---------|------|-----------|-------------|
| | | | |
| | | | |
| | | | |

1.5 For the Designer's Basic Services, the Designer agrees to perform the work of the phases that are checked within the durations identified for each Phase. The Designer shall proceed with the work of the initial phase based on receipt of a fully executed copy of this Agreement and a notice to proceed. The Designer shall proceed with each following phase upon receipt of written approval to proceed.

| Included | Phase | Duration in Days |
|--------------------------|---|---|
| <input type="checkbox"/> | Phase 1 – Program Verification Phase: | 30 |
| <input type="checkbox"/> | Phase 2 – Schematic Design Phase: | 30 |
| <input type="checkbox"/> | Phase 3 – Design Development Phase: | 30 |
| <input type="checkbox"/> | Phase 4 – Contract Document Phase: | 30 |
| <input type="checkbox"/> | Phase 5 – Bidding or Negotiation Phase: | In accordance with Owner's schedule and the construction schedule |
| <input type="checkbox"/> | Phase 6 – Construction Phase: | In accordance with Owner's schedule and the construction schedule |
| <input type="checkbox"/> | Phase 7- Close-Out Phase: | 30 days after final completion of construction |

The Phases and durations may be adjusted by the Owner and the Designer by Supplemental Agreement.

1.5.1 Special requirements concerning the Phases or Durations: *Opportunity to add special provisions related to the work or durations to be included in the contract – i.e. on small projects the Owner may want to combine Program, Schematics and possibly Design Development as a single phase. If no additional requirements, this paragraph would be omitted.*

Article 2 – Compensation:

2.1 Designer shall be entitled to receive compensation in accordance with the Terms and Conditions and the matters set forth in this Article 2. For purposes of setting the compensation due to the Designer for the Basic Services, the Project Maximum Allowable Construction Cost (bid target plus contingency but not including professional fees or other line items in the Project budget) ("MACC") is:

\$1,000,000 One Million Dollars.

The MACC may be adjusted by the Owner and the Designer by Supplemental Agreement.

2.2 The Owner shall compensate the Designer for Basic Services (the "Basic Services Fee") in accordance with the invoicing and payment process set forth in the Terms and Conditions and as follows:

A lump sum of:

or

Hourly as a multiple of Direct Personnel Expense with a maximum fee not to exceed:

\$100,000 One Hundred Thousand Dollars

The Basic Services Fee is further defined in the attached **Designer Fee Computation Attachment** dated **January 1, 2015**.

2.3 Designer's compensation for Basic Services, when the Basic Services Fee is based on a multiple of Direct Personnel Expense, and for Additional Services is determined as follows:

2.3.1 Time for all individuals providing services under this Agreement shall be billed at the individual's typical or standard rate, in dollars per hour, calculated as set forth below and not to exceed one hundred seventy-five and no/100 dollars (\$175.00) per hour.

.1 The typical or standard hourly rate for any employees (not principals or owners) of Designer and its consultants shall not exceed a multiple of two and forty-five one hundredths (2.45) times the individual's Direct Personnel Expense (as defined in the Terms and Conditions).

.2 The typical or standard hourly rate for any principals and owners of Designer and its consultants shall not exceed the greater of (A) a multiple of two and forty-five one hundredths (2.45) times the individual's Direct Personnel Expense or (B) the average of the highest typical or standard hourly rate charged by an employee under the employ of said principal or owner for services provided under this contract and the maximum hourly rate permissible pursuant to Section 2.3.1 above.

2.3.2 Invoices to the Designer from consultants providing services at an hourly rate for the Project authorized by this Agreement shall be paid to the Designer with a fee, where the total payment does not to exceed one and twenty one hundredths (1.20) times the amount invoiced to the Designer, so long as such invoices were calculated in accordance with section 2.3.1 above.

2.4 Designer shall be paid for Reimbursable Expenses (as defined in the Terms and Conditions) at the actual cost to the Designer with no mark-up.

2.5 Invoices to the Designer from entities providing surveys, reports, tests, and geotechnical or engineering data shall be paid to the Designer with a fee, where the total payment does not to exceed one and twenty one hundredths (1.20) times the amount invoiced to the Designer. Should the Designer be the entity providing the surveys, reports, tests, and geotechnical or engineering data, the invoiced amount shall be paid with no additional fee.

Article 3 – Insurance:

3.1 Designer shall maintain insurance coverage with the limits set forth below. Designer's certificates of insurance, in a form acceptable to Owner, shall be provided to the Owner before the date of this Agreement and thereafter upon written request. The Designer's insurance coverage shall be from the date of this Agreement until four (4) years after the date of Substantial Completion of the Project.

3.1.1 Commercial General Liability

Each Occurrence

\$ 1,000,000

Aggregate

\$ 1,000,000

3.1.2 Commercial Automobile Liability

Any Auto – Each Accident, Combined Single Limit

\$ 1,000,000

| | | |
|-------|--|----------------|
| 3.1.3 | Workers' Compensation as required by statute, including employers' liability with limits of: | |
| | Each Accident | \$ 200,000 |
| | Disease, each employee | \$ 200,000 |
| | Disease, policy limits | \$ 1,000,000 |
| 3.1.4 | Professional Liability Insurance | |
| | Each Claim | \$ 1,000,000 * |
| | Annual Aggregate | \$ 1,000,000 * |

** For projects with a MACC less than \$3M the PLI shall be \$1M per claim, \$1M annual aggregate, for projects with a MACC equal to or greater than \$3M but less than \$20M, the PLI shall be \$1M per claim, \$2M annual aggregate, for projects with a MACC equal to or greater than \$20M but less than \$100M, the PLI shall be \$2M per claim, \$4M annual aggregate, all other projects have a PLI of \$3M per claim and \$5M annual aggregate.*

SIGNATURES ON FOLLOWING PAGE

Reviewed and approved:

_____ Date: _____
State Architect or designee

In Witness Whereof, the Owner and the Designer have executed this Agreement.

Designer:
Person(s) signing for Designer must be named as Principal above

By: _____

Title: _____

Date: _____

Owner: State of Tennessee
As required by State Building Commission policy and requirements of the State Agency

By: _____

Title: _____

Date: _____

Approved: By: _____
Title: _____
Date: _____
(For Form and Legality)

Approved: By: _____
Title: _____
Date: _____
(For Compliance with Policy and Statute)

Approved: By: _____
Title: _____
Date: _____

SCOPE ATTACHMENT

Insert scope description from solicitation document and all other information regarding any anticipated Additional Services, details about the Project's site and program, Owner's consultants, anticipated construction procurement method, and other information relevant to the Project and the SPA.

DESIGNER FEE COMPUTATION ATTACHMENT



Terms and Conditions for Agreement between Owner and Designer

Article 1 DESIGNER'S SERVICES

1.1 Basic Services

1.1.1 General

- .1 Designer's services shall commence upon receipt of the fully executed copy of the Agreement and a notice to proceed, and shall pursue the services with diligence commensurate with the exercise of due skill and care. Designer will provide accessible communications at its office during normal working hours, which must include an office phone with answering device/service and email. Designer agrees to the phase durations set forth in Section 1.5 of the Agreement. Phase durations shall be extended by the length of delays caused by fire, acts of God, unavoidable casualty, strikes, war, civil disturbance, or unreasonable delays by Owner, building officials, or others not controlled by Designer. Designer shall inform Owner in writing of any situation potentially causing a delay within ten (10) days of its occurrence. The durations in Section 1.5 of the Agreement may not be altered without written approval from Owner.
- .2 Designer's Basic Services consist of the phases marked as included in Section 1.5 of the Agreement and described in this Article which must meet the requirements of Section 1.3 below. Consultants identified in the Agreement as providing "Basic Services" shall provide the services set forth in this Section 1.1 and all other usual and customary services for their disciplines as a part of Basic Services; services outside of those will be considered "Additional Services" in accordance with Section 1.2 below.
- .3 Designer shall secure written approval of Owner before proceeding with each phase of the Project and, upon written request by Owner, shall furnish to Owner evidence of payment to its consultants for their services in the preceding phase. Owner is not obligated to proceed with any phase beyond the last phase specifically approved in writing.
- .4 Notwithstanding any other provision in the Agreement to the contrary, in providing services under the Agreement, Designer shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. Designer shall perform its services and prepare its instruments of service in compliance with applicable laws and codes. Designer agrees that approval of the Construction Documents by any person, body or agency shall not relieve Designer of the responsibility for providing services in accordance with the applicable standard of care. Any conflicts shall be promptly reported in writing to Owner with proposed strategies for resolution.
- .5 Designer shall conform to and be bound by all documents included as a part of the Agreement as the same may be amended. Subsequent revisions and updates to these documents may result in a change in the Project justifying Additional Services.
- .6 Designer shall designate a Design Team ("Design Team"), consisting of registered individuals from all professional disciplines and other skilled individuals necessary to perform and manage the services under the Agreement. A list ("Project Directory") of the Design Team representatives for all Project phases shall be provided to Owner at the start of the Project. The lead representative for Designer and Design Team shall be the Principal identified in Section 1.3 of the

Agreement. Once established, Design Team shall remain intact unless a change is approved in writing by Owner.

- .7 All Project meetings, site visits, progress meetings, and inspections shall be attended by representatives of Designer and appropriate members of the Design Team having authority and qualifications, including registration, if necessary, to make decisions appropriate to the phase of service. Failure to provide the required representatives by any party for a scheduled Project meeting, site visit, progress meeting, or inspection of which the party had proper notice shall cause the cancellation and rescheduling at the expense of the responsible party.
- .8 The specific duties and responsibilities of Designer shall include those outlined in the following Phases. The required deliverables of each Phase may vary subject to the requirements of the Project to complete the Phase.

1.1.2 Program Verification Phase

- .1 Designer shall review the program and other information furnished by Owner, and shall review laws, codes and regulations applicable to Designer's services. Designer shall meet with Owner to ascertain the general requirements for the Project. If required by the Project, Designer shall verify the functional and departmental objectives of the Project, to advise, with respect to time and budget, the following: selection of the site; the relationship of the Project to other structures and facilities; and scope and functional aspects of the program.
- .2 The Design Team shall visit the Project site and become familiar with the existing site conditions in order to correlate these findings with Owner's program.
- .3 Designer shall prepare an initial evaluation of all elements of Owner's program, budget, Project site, and the proposed procurement or delivery method and other initial information, each in terms of the other, to ascertain the requirements of the Project. Designer shall notify Owner of any inconsistencies discovered in the information.
- .4 Designer shall present its initial evaluation of the program to Owner and shall, if necessary, discuss with Owner approaches to design and construction of the Project. Designer and Owner shall agree on the budget and requirements of the Project.
- .5 Designer shall show the progress to date, confirm the remainder of the Phase durations, and obtain written approval of the Program Verification Phase and to proceed with the Schematic Design Phase.

1.1.3 Schematic Design Phase

- .1 Upon written approval to proceed with the Schematic Design Phase by Owner, Designer shall develop and submit to Owner an analysis of the site describing applicable known or observable significant physical and geologic features and characteristics (i.e., climate, topography, soils, ecology, utilities, circulation, views, noise and existing structures and shall describe the implication of the above factors on design.
- .2 Designer shall develop and submit to Owner conceptual diagrams of alternative approaches for translating programmatic requirements into conceptual design solutions. The number of alternate approaches diagramed shall be reasonable and appropriate for the Project. These diagrams shall include, but not be limited to, consideration of land use, functional relationships within the program, relationships to proposed future construction and surrounding area, relative volumes of circulation, land use, traffic, parking, transportation, utilities, and systems described in Section 1.1.3.6 below, and organization of major building functions.
- .3 Designer shall prepare and submit to Owner visual studies illustrating the scale and relationship of the Project components required in Owner's program. Sketches of design concepts showing elevations and exterior appearances, and any other sketches or visual studies necessary for evaluation of the alternative concepts shall be submitted to Owner. If necessary to communicate the design intent, massing studies in model and/or diagrammatic form shall be submitted to Owner.

- .4 Upon written approval by Owner of a design concept, Designer shall prepare and submit to Owner schematic documents of the approved concept required by this Section 1.1.3.
- .5 The schematic drawings required by this phase shall include, but not be limited to, the following information, when applicable: the basic design approach drawn at an agreed to scale, siting in relationship to the existing environment, relationship to proposed future construction, circulation, organization of building functions, functional-aesthetic aspects of the design concepts under study, graphic description of critical details, and visual and functional relationship and compatibility to the surrounding environment.
- .6 Designer shall prepare and submit to Owner Preliminary Project Descriptions ("PPD") based on *Uniformat*. PPD on all Project components should be consistent with the level of detail of the schematic design. If applicable, Designer shall describe and give design criteria for the major elements of the following Project components with economic and energy use considerations of all systems required:

| | | | |
|-----------------------|-----------------------|---------------------------|-------------------|
| Foundations | Interior Construction | H.V.A.C. Systems | Demolition |
| Basement Construction | Stairs | Fire Protection | Site Work |
| | Interior Finishes | Electrical | Site Utilities |
| Superstructure | Conveying | Equipment and Furnishings | Site Construction |
| Exterior Enclosure | Plumbing | Special Construction | Other |
| Roofing | Communications | | |

- .7 Designer shall prepare and submit to Owner an estimate of cost of construction and a description of causes for deviations, if any, from the program and/or budget.
- .8 Designer shall show the progress to date, confirm the budget and the remainder of the Phase durations, and obtain written approval of Owner of the Schematic Design Phase and to proceed with the Design Development Phase.
- .9 If necessary given the scope of the Project, Designer shall make a presentation of the Project with drawings to the State Procurement Agency and/or the State Architect, as required.

1.1.4 Design Development Phase

- .1 Upon written approval to proceed with the Design Development Phase by Owner, Designer shall develop and submit to Owner a fully developed design concept. If needed to develop and communicate the design concept, Designer shall furnish to Owner exterior perspective drawings and/or study models. If directed by Owner, Designer shall make a presentation of the design concept (an Early Design Phase or EDP presentation) to the State Building Commission. The presentation shall provide sufficient information to describe the Project and to identify proposed building systems and estimated costs that are anticipated for the Project.
- .2 Designer shall prepare and submit to Owner floor plans showing spaces by name, number, estimated net area of each space, structural module, mechanical, electrical and communication spaces, equipment, chases, and circulation area. Designer shall also prepare and submit site plans (which show utilities), plumbing, electrical, mechanical, and structural plans and preliminary furnishings and equipment layouts to show accommodation of program requirements, engineered systems, and contractor supplied equipment. Drawings shall show overall building dimensions. Designer shall also prepare outline specifications organized in accordance with the Project components listed in Section 1.1.3.6 above. The drawings and outline specifications shall be at a level of detail for all components sufficient for the development of an estimate of cost of construction.
- .3 Designer shall prepare and submit to Owner: elevations, building sections, and design details showing use of materials and fenestration, developed to the extent that Designer can proceed with the Construction Document Phase when the Design Development Phase is approved.
- .4 Designer shall prepare and submit to Owner an estimate of cost of construction showing allocation of costs for all Project components and a description of causes for deviations, if any, from the

estimate of cost of construction provided at the Schematic Design Phase. The basis for the estimate of cost shall be a preliminary quantity take-off, which shall be required of all Project components, described in Section 1.1.3.6 above. The estimate of cost of construction shall show escalation projected from date of the estimate to projected bid date.

- .5 Designer shall show the progress to date, confirm the budget and the remainder of the Phase durations and obtain written approval of Owner of the Design Development Phase and to proceed with the Construction Document Phase.

1.1.5 Construction Document Phase

- .1 Upon written approval to proceed with the Construction Document Phase by Owner, Designer shall prepare and submit to Owner documents, including working drawings and Project Manual setting forth information necessary for bidding and proper execution of the Work. The Project Manual shall include: bidding requirements; contract requirements; conditions of the contract; and any and all other information required for receiving bids on the Project and administration of the Construction Phase.
- .2 Upon completion of the Construction Document Phase, Designer shall provide Owner with a written confirmation of the estimate of cost of construction. If Designer cannot confirm the validity of the estimate of cost of construction from the Design Development Phase, then Designer shall provide an updated estimate of cost of construction identifying the Project elements that have changed.
- .3 Upon receipt of the review comments in writing from Owner, Designer shall revise the Construction Documents to conform with the review comments, obtain required approvals from regulatory authorities, and furnish final copies to Owner prior to release of the Construction Documents for bidding.
- .4 Designer shall show the progress to date, confirm the budget and the remainder of the Phase durations and obtain written approval of Owner of the Construction Document Phase and to proceed with the Bidding or Negotiation Phase.

1.1.6 Bidding or Negotiation Phase

- .1 Upon written approval to proceed with the Bidding or Negotiation Phase by Owner, Designer shall assist Owner in obtaining bids or proposals, and in awarding and preparing construction contracts.
- .2 The date for receipt of bids shall be established by Owner.
- .3 In the event that the lowest responsive and responsible bid received exceeds the MACC, Designer shall revise the Construction Documents, if requested by Owner, in order to bring the construction cost within the bid target at no additional expense to Owner. Owner in this event agrees to cooperate with Designer and permit reasonable and necessary reductions in the scope of the Project. Alternatively, Owner may increase the MACC and proceed with the award of the construction contract, with no change in the Basic Services Fee.
- .4 Should the lowest responsive and responsible bid received be more than twenty percent (20%) less than Designer's most current estimate of cost of construction accepted by Owner, Owner may require: (1) redesign and rebid of the Construction Documents to include any scope previously removed, with no additional expense to Owner; (2) additional bid packages to add back the scope removed, with no additional expense to Owner; or (3) the execution of a Supplement to the Agreement reducing the MACC to actual bid amount plus appropriate contingency and the Basic Services Fee based on the revised MACC. The reduction of the Basic Services Fee shall only apply for the Construction Document Phase through the Close-Out Phase.

1.1.7 Construction Phase

- .1 Designer shall provide administration of the Construction Contract as described in the Contract Documents and will be an Owner's representative during construction. Designer will have authority to act on behalf of Owner only to the extent provided herein and in the Construction Contract.

- .2 The Construction Phase begins with the execution of the Construction Contract. The Construction Phase is comprised of the professional services required to perform Designer's services related to the two components of construction: "Office" and "Field".
- .3 The professional services performed in the "Office Components" include the administration of the Construction Contract; the review of Contractor's payment applications, certifications of the amounts due the Contractor; the review, approval, or the taking of other appropriate action upon the Contractor's submittals, preparation of responses to contractor requests for information, revisions, corrections or clarifications in the Contract Documents by the appropriate Modification, review of proposed change orders, together with all necessary and proper correspondence and clerical work in connection therewith. Designer, by the requirements of Section 1.1.7.6 below, shall prepare and maintain documentation of the above, Substantial and Final Completion inspections, and the acceptance of the completed Project, together with all requirements of the Contract Documents for "close-out" and Record Documents (as defined in the Designers' Manual). Contractor submittals shall be reviewed by Design Team members in the appropriate disciplines.
- .4 The issuance of a Certificate for Payment for the Contractor will constitute a representation by Designer to Owner, based on Designer's evaluation of the Work and the data comprising the Contractor's Application for Payment, that, to the best of Designer's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents.
- .5 The professional services performed in the "Field Component" include site visits, progress meetings, and inspections by Designer with the appropriate members of the Design Team to (1) become generally familiar with the progress and quality of the portion of the Work completed, (2) endeavor to guard Owner against defects and deficiencies in the Work, and (3) determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents.
- .6 Site visits, progress meetings, and inspections shall be made by appropriate representatives of the Design Team having authority and qualifications to make decisions appropriate to the status of construction. Designer with appropriate members of the Design Team shall make site visits as needed during the critical phases of construction (at a minimum of twice a month), as well as inspections for Substantial and Final Completion, and an inspection before the end of the one-year correction period. Designer shall observe and report on the Contractor's compliance with the construction schedule and acknowledge the Contractor's development of the Record Documents. For all site visits, progress meetings, and inspections, a written Project report shall be promptly submitted to Owner and the Contractor.
- .7 As further defined in the Construction Contract, Designer may disapprove or reject work as failing to conform to the Contract Documents, and Designer shall not have control over, charge of, or the responsibility for the construction means, methods, techniques, sequence of procedures, supervision, or for the safety precautions and programs in connection with the Work.
- .8 As further defined in the Construction Contract, Designer shall (i) be, in the first instance, the interpreter of the requirements of the Contract Documents and the impartial judge of the performance thereunder by both Owner and Contractor; (ii) make decisions on all claims of Owner or Contractor relating to the execution and progress of the Work and on all other matters or questions related thereto; and (iii) make recommendations in matters relating to artistic effect that are consistent with the intent of the Contract Documents, with Owner's decision being final.
- .9 Upon request by the Contractor and submission of a list of incomplete items of work by the Contractor, Designer, with the appropriate members of the Design Team and with a representative of Owner present, shall make a Substantial Completion inspection and augment the Contractor's list of items necessary to complete the Project in accordance with the Contract Documents. Prior to certifying Substantial Completion, Designer shall verify that all items required by the Project Manual for Substantial Completion are complete. When the Work is

determined to be substantially complete, Designer will prepare and issue a Certificate of Substantial Completion.

1.1.8 Close-Out Phase

- .1 Upon Substantial Completion of the Work, the Close-Out Phase shall begin. When the Work is complete and a request is made by the Contractor, Designer, with the appropriate members of the Design Team and with a representative of Owner present, shall conduct a Final Completion inspection to verify, to the best of Designer's knowledge, information and belief, to Owner that the Project is in compliance with the Contract Documents. When the Work is determined to be complete, Designer shall issue a Final Certificate for Payment.
- .2 Designer shall prepare and submit Record Documents to Owner as required by the Designers' Manual. All approved Additional Services and reimbursable expenses shall be completed and billed. Designer shall prepare and submit to Owner a final request for payment to complete the Close-Out Phase.
- .3 During the one year correction period after the date of Substantial Completion of the Work, Designer shall work with a representative of Owner in securing remedy of any of the Work that is found to be not in accordance with the requirements of the Contract Documents, and shall make a one year inspection of the Project and report observed non-conforming work to the Contractor for correction with a copy of the report to Owner. Designer will monitor the Contractor's work to completion.

1.1.9 Surveys, Reports, Tests and other Project Information:

- .1 Owner shall furnish Designer with all available information related to the Project.
- .2 Designer may be responsible for obtaining a survey of the building site from qualified consultants, which shall include applicable grades and lines of streets, alleys, pavements, adjoining property, rights of way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site, locations, dimensions, and data pertaining to existing buildings, utilities, other improvements, locations of trees, and information concerning available service and utility lines, both public and private.
- .3 Designer may be responsible for obtaining reports on subsurface conditions including test borings or pits, environmental, mechanical, laboratory, or other tests for determining subsurface soil bearing capacities, and other soil or subsoil conditions required for the design of the Project from qualified consultants.
- .4 Designer may be responsible for obtaining structural, mechanical, environmental and other laboratory tests, field tests, inspections, and reports from qualified consultants known to and acceptable to Designer as required to produce the Contract Documents.
- .5 If not provided by Owner, the obtaining of surveys, tests, reports, engineering data, and any other information obtained by Designer and described in this Section 1.1.9 is the responsibility of Designer. Owner shall reimburse Designer at a multiple, as set forth in Section 2.5 of the Agreement, of the direct cost of this information from competent laboratories, engineers, and licensed surveyors selected and recommended by, and responsible to Designer, provided the cost is approved by Owner, in writing, before it is ordered.

1.1.10 Designer-Provided Documents

- .1 As a part of Basic Services, but subject to reimbursement in accordance with Section 2.4 below, Designer shall provide:
 - Documents as required by regulatory authorities;
 - Partial submittals as required by the Project;
 - The number of hard copy, complete sets, requested by Owner, of documents demonstrating suitable progress in a design Phase, when requesting incremental payments as permitted in Article 2;

- The number of hard copy, complete sets, requested by Owner, of documents for each Phase submittal, demonstrating the deliverable product required for the Phase;
- As many hard copy, complete sets of Construction Documents as are necessary for bidding purposes according to the policy of Owner; and

Documents that cannot be approved will not be considered as a set of Documents and shall not qualify as a reimbursable expense. There will be no reimbursement for electronic copies of documents.

1.2 Additional Services

- 1.2.1** The services described below in this Section 1.2 are Additional Services and are not included in Basic Services. Requests by Designer to Owner for services not listed in these Terms and Conditions will be evaluated by Owner who will consult with the Office of the State Architect in making such an evaluation.
- 1.2.2** Making material revisions in documents when such revisions are:
- .1** Inconsistent with written approvals or documented instructions previously given by Owner, for the previously approved phase or concept and which are made necessary by significant adjustments in Owner's program, Phase durations or Project budget; or significant changes in the Project including, but not limited to size, quality, or complexity and which are not caused by Designer error or omission.
 - .2** Required by the enactment or revision of codes, laws or regulations subsequent to the preparation of documents for a given phase.
- 1.2.3** Providing services concerning replacement of work damaged by fire or other cause during construction.
- 1.2.4** Providing services made necessary by default of the Contractor, or made necessary by major defects in the work of the Contractor, which defects require significant investigation or redesign.
- 1.2.5** Providing services in connection with a government public hearing, or legal proceeding except where Designer is party thereto, beyond that typically required. These services may include, but are not limited to, local government hearings or meetings.
- 1.2.6** Providing analysis of Owner's existing facilities, needs and programming requirements of the Project beyond that required in Section 1.1.2 above.
- 1.2.7** Assisting Owner in preparation of application to the U.S. Government and other granting agencies for construction, interest subsidy, and other forms of grants.
- 1.2.8** Providing planning surveys, site evaluations or comparative studies of prospective sites beyond that required in Section 1.1.3.1 above, such as, offsite detention and water quality analysis design, existing conditions surveys not related to the Project, site benchmarking, site feasibility studies and analysis, site planning surveys, hazardous materials surveys, and seismic studies or analysis beyond that needed for code compliance.
- 1.2.9** Providing site or environmental surveys, reports, applications or studies required for approvals of governmental authorities, or others having jurisdiction over the Project, which are not considered a part of Basic Services.
- 1.2.10** Providing measured drawings or evaluations of existing facilities and conditions where reasonable documentation does not exist, including load studies and capacity analysis.
- 1.2.11** Providing special services to verify the accuracy of drawings or other information furnished by Owner.
- 1.2.12** Providing interior design and other similar services limited to and required for or in connection with the selection, procurement or installation of furniture, furnishings and other related equipment not included in the Construction Documents.

- 1.2.13 Providing services of special consultants not included in Sections 1.4.1 and 1.4.2 of the Agreement when such services are reasonably required by the scope of the Project and specifically requested or agreed to by Owner. Special consultants could include consultants for clean room certification, agricultural, technology special equipment, vibration analysis, food service, theater, acoustical, audio/visual, exhibit design, specialty landscaping and irrigation, traffic analysis, commissioning, and environmental.
- 1.2.14 Providing detailed physical models, artistic renditions, videos or animations for presentations.
- 1.2.15 Providing independent energy analysis, independent models or derivatives of design models of for comparative analysis of energy usage.
- 1.2.16 Providing electronic models beyond that required (A) to represent details greater than ¼"=1'0" scale or (B) by the Tennessee BIM Standards.
- 1.2.17 Providing more extensive representation at the site than is required by Owner in Section 1.1.7 above.
- 1.2.18 Providing additional inspections or services or attending additional meetings as a result of the Contractor:
 - (A) significantly exceeding the contract time as modified, in which event the request for such additional services shall be provided coincident with the Contractor's invoice for Substantial Completion and shall not exceed the amount that would be due to the designer for such a time period of services should the fee for the Construction Phase be calculated on a monthly rate; or
 - (B) failing to perform its duties so that Designer could perform its obligations under Section 1.1.8 above, (i) within the duration set forth after the Substantial Completion inspection performed pursuant to Section 1.1.7.9 above or (ii) in an efficient manner, in which event the request for such additional services shall be provided coincident with the Contractor's invoice for Final Completion.
- 1.2.19 Providing, supervising or observing activities associated with commissioning, retro-commissioning or re-commissioning of buildings or systems in excess of the requirements of Sections 1.1.7 and 1.1.8 above when required by Owner.
- 1.2.20 Providing excessive evaluations or on-site Project visits after final completion of the Work due to improper building operation by Owner, non-conforming work, or non-responsiveness by the Contractor to make required corrections.
- 1.2.21 Providing services and documentation necessary to comply with requirements of the US Green Building Council, Leadership in Energy and Environmental Design (LEED) or other similar programs that are in excess of the requirements of the Tennessee High Performance Building requirements (TN HPBr), should Owner request certification under such a program.

1.3 Miscellaneous

- 1.3.1 All documents and services required under the Agreement shall be prepared or performed by, or under the direct supervision of professionals registered by the State of Tennessee in each discipline required by the scope of services. These registered professionals shall be employees of Designer's firm or of the consulting firms listed in the Agreement, and shall affix their seals in accordance with TCA § 62-2-102, et seq. Professionals in required disciplines not represented in Designer's firm shall be retained by Designer subject to the objection of, and without additional cost to, Owner.
- 1.3.2 Designer's consultants working in disciplines that require registered professionals shall maintain insurance coverage with the limits set forth in Sections 3.1.1 - 3.1.3 of the Agreement and professional liability insurance coverage with limits of \$1,000,000 per claim and \$1,000,000 annual aggregate. Designer shall ascertain that Designer's consultants maintain the insurance required by the Agreement. The consultants' insurance coverage shall be maintained from the date of the Agreement until four (4) years after the date of Substantial Completion of the Project.

- 1.3.3 Designer shall enter into agreements with its Consultants binding them to the appropriate Terms and Conditions of the Agreement.

Article 2 FEES AND COMPENSATION

2.1 Fees

- 2.1.1 Owner shall compensate Designer, in accordance with these Terms and Conditions and as set forth in the Agreement.
- 2.1.2 If the Basic Services Fee is paid as a lump-sum fee, the Basic Services Fee shall be the result of the "Basic Services Fee Formula" unless modified in accordance with these Terms and Conditions. The Basic Services Fee is further defined in **Designer Fee Computation Attachment** to the Agreement. The "Basic Services Fee Formula" is $35/\log P - 1.15$, wherein P is the MACC indicated in the Agreement, unless adjusted by agreement between Owner and Designer.
- 2.1.3 The Basic Services Fee Formula shall be adjusted as follows for the following types of projects:
- .1 For renovation projects affecting facilities of average complexity, the Basic Services Fee shall be 1.25 times the result of the Basic Services Fee Formula, unless adjusted to reflect the particular scope of the project by agreement of Owner and Designer in the Agreement or in a Supplement to the Agreement. A project shall not be considered to be in this category if the project's scope is limited to replacement of existing systems where the existing system is being completely removed or replaced without significant modifications.
 - .2 For projects to construct an addition on an existing facility where the renovation of the existing facility is not more than 25% of the cost of for construction of the project, the Basic Services Fee shall not exceed 1.10 times the result of the Basic Services Fee Formula.
 - .3 For projects comprised of more than one building type, the Basic Services Fee will be calculated by multiplying the result of the Basic Services Fee Formula applicable to each building type included in the project in proportion to its portion of the project, so long as such portion is greater than 25% of the total cost of for construction of the project.
 - .4 For projects requiring the utilization of multiple bid packages where the result will be separate construction contracts with Owner or will result in separate, noncumulative Guaranteed Maximum Prices from the same CM/GC, the Basic Service Fee will be separately calculated for each package using the MACC of the separate package multiplied by the percentage of the Basic Services affected.
 - .5 For projects comprised of repetitive buildings bid under a single construction contract, the Basic Services Fee will be adjusted to be the sum of the following fees: the fee for the first building (the "Basic Rate") will be the result of the Basic Services Fee Formula with the exception that P is the MACC of the first building; the fee for the second building will be 75% of the Basic Rate; the fee for additional buildings three (3) through ten (10) will be 50% of the Basic Rate; and the fee for each building above ten (10) will be negotiated.
 - .6 Owner and Designer may agree to a reduced or increased Basic Services Fee to reflect an appropriate adjustment for the effort and for revisions required to adapt a specific project.
- 2.1.4 The MACC and the calculation of the lump sum fee may be adjusted while services are being provided in the event of changes in scope or project execution or as a result of bids received for the costs of construction of the project.

2.2 Direct Personnel Expense

- 2.2.1 If required to be paid pursuant to the Agreement, Direct Personnel Expense includes that of individuals engaged on the Project by Designer, including architects, engineers, designers,

drafting technicians, specification writers, field administrators and clerical staff in consultation, research, design, production of drawings, specifications, and other documents pertaining to the Project, site visits and inspections of construction of the Project. Hourly rates shall be subject to prior written approval by Owner.

- 2.2.2** The term "Direct Personnel Expense" means the actual cost of the individual to the company, which may not exceed one hundred thirty nine percent (139%) of the individual's base salary. "Direct Personnel Expense" includes the cost of the individual's base salary and of mandatory and customary benefits such as statutory employee benefits, insurance, sick leave, holidays and vacations, pensions, and similar benefits.

2.3 Payments to Designer for Basic Services

- 2.3.1** As a guide for invoicing, payments of the Basic Services Fee to Designer shall not exceed the following percentages for the phases described below:

| | | |
|----|-------------------------------|-----|
| 1. | Program Verification Phase | 3% |
| 2. | Schematic Design Phase | 18% |
| 3. | Design Development Phase | 20% |
| 4. | Construction Document Phase | 30% |
| 5. | Bidding and Negotiation Phase | 2% |
| 6. | Construction Phase | 23% |
| 7. | Close-Out Phase | 4% |

- 2.3.2** Payments shall be as set forth below unless Owner and Designer agree to a different payment schedule for partial payments because of the length of the Project phase durations, but shall in no event be made more frequently than monthly. Designer shall not be due an interim payment or payment for a completed phase unless Owner agrees that Designer's progress is proportionate to the interim payment invoiced or has approved Designer's work for a phase.

- .1** Fee for Program Verification Phase shall be invoiced and payable upon completion and approval by Owner of this phase of Designer's work unless otherwise agreed to by Owner.
- .2** Fee for Schematic Design and Design Development Phases may be invoiced and payable in two (2) approximately equal payments for each phase in proportion to the progress of Designer's work, with the final payment for each phase being due after approval of the deliverables for such phase by Owner.
- .3** Fee for Construction Document Phase may be invoiced and payable in three (3) approximately equal payments in proportion to the progress of Designer's work, with the final payment being due after approval by Owner of final Construction Documents and any other information and approvals required for receiving bids on the Project.
- .4** Fee for the Bidding or Negotiation Phase will be invoiced and payable upon execution of the Construction Contract. Alternatively, should Owner choose not to award a Construction Contract nor to require redesign, payment for the Bidding or Negotiation Phase will become due and payable within 45 days following the receipt of a responsive and responsible bid within the MACC.
- .5** Fee for the Construction Phase shall be made monthly in proportion to the gross progress payments to the Contractor. Final payment for the Construction Phase fee will be invoiced and payable upon Substantial Completion of the Project. There shall be no deduction to Designer's payment for the Construction Phase even if the Contractor is not paid the full amount certified payable by Designer to Owner during the Construction Phase.
- .6** Fee for the Close-Out Phase will be invoiced and payable upon completion of the Final Certificate for Payment and all requirements of the Designers' Manual for Close-Out and Record Documents.

- 2.3.3** If the Project is suspended in writing by Owner for more than 45 consecutive days due to no fault of Designer prior to the commencement of the Construction Phase, the following shall apply. If the

Project is suspended for more than 45 consecutive days but less than 90 consecutive days, Designer shall be compensated for services completed prior to the date the suspension commenced. If the Project is suspended for 90 consecutive days or more, then Designer shall be compensated for services completed prior to the date the suspension commenced and for the resumption of services after the suspension is terminated. In the event that the suspension occurs prior to the completion of a phase that has commenced, then Designer's compensation for services completed prior to the date of the suspension shall be mutually agreed upon and based on the demonstrated services that have been completed and the percentage of the time remaining in the phase. If Designer is entitled to compensation for the resumption of services, then such amount shall be mutually agreed upon and based on documented additional costs incurred.

2.3.4 All approved payments to Designer shall be made within forty-five (45) days after being properly invoiced and payable in accordance with TCA Title 12, Chapter 4, Part 7.

2.4 Payments to Designer for Reimbursable Expenses

2.4.1 "Reimbursable Expenses" are expenses of Designer that will be compensated to Designer by Owner with no mark up and are limited to expenses expressly allowed in the Agreement and actually incurred by Designer and Designer's consultants while performing services under the Agreement. Reimbursable Expenses are paid to Designer in addition to compensation for Basic and Additional Services.

2.4.2 Travel expenses within the State of Tennessee are not reimbursable unless they are beyond the requirements of Basic Services and approved in advanced by Owner in writing. Travel expenses to and from out-of-state locations directed by or approved in advance by Owner in writing, in connection with the Project, will be considered as reimbursable expenses. Reimbursement for allowable travel, meals, and lodging shall be in the amount of actual costs, subject to maximum amounts and limitations specified in the "State Comprehensive Travel Regulations" as they are amended from time to time.

2.4.3 If Owner elects to have Designer pay for advertisements for bids, such costs will be considered as reimbursable expenses.

2.4.4 The actual costs of printing and reproduction of the hard copy documents required in Section 1.1.8.2 and 1.1.10 are Reimbursable Expenses.

2.5 Payments to Designer for Additional Services

2.5.1 Amounts due to Designers for Additional Services shall be negotiated as a not to exceed amount billed at an hourly rate and paid in accordance with Sections 2.3.1, 2.3.2 or 2.5 of the Agreement, as applicable. Compensation for Additional Services shall not be payable to Designer unless prior to the time such Additional Services are rendered, Owner shall have approved by written agreement the payment to Designer for those Additional Services.

2.6 Miscellaneous Payment Provisions

2.6.1 Designer shall complete and sign an "Authorization Agreement for Automatic Deposits" (ACH Credits) Form and a W-9 Form prior to commencing work or invoicing Owner. These forms shall be provided by Owner. All payments to Designer under the Agreement shall be made through Owner's automated clearing house wire transfer system.

2.6.2 Owner reserves the right to deduct from amounts which are or shall be invoiced and payable to Designer under the Agreement or any other agreement between the State and Designer any amounts which are or shall become due and payable to Owner by Designer.

Article 3

OWNER'S RESPONSIBILITY

- 3.1 Owner shall provide adequate information regarding requirements for the Project, including a written program which shall set forth Owner's objectives and budget constraints and other criteria. If required by the Project type the program shall include a summary of all required spaces, related square footages, relationship of spaces, functional requirements, description of special features, and unique requirements. The program shall provide an allowance of square footage to compensate for the ratio between the net square footage to gross square footage. The program shall be in sufficient detail to allow Designer to carry out the design and shall align with Owner's budget constraints.
- 3.2 At the time of execution of the Agreement, Owner shall make available on-line to Designer the Designers' Manual that is consistent with the Agreement containing contract requirements of Owner and the provisions and requirements of the State of Tennessee.
- 3.3 Owner shall designate a representative authorized to act on Owner's behalf with respect to the Project. Owner shall render decisions and approve Designer's submittals in a timely manner to avoid unreasonable delay in the orderly and sequential progress of Designer's services.
- 3.4 Owner may make project site visits, may consult with Designer on issues, and may assist Designer in resolving issues related to the Project. Except as otherwise provided in the Agreement, or when direct communications have been specially authorized, Owner shall endeavor to communicate with the Contractor and Designer's consultants through Designer about matters arising out of or relating to the Agreement and the Contract Documents. Owner shall promptly notify Designer of any direct communications that may affect Designer's services.
- 3.5 Required Owner furnished information shall be made available to Designer as expeditiously as necessary for the orderly progress of the Work.
- 3.6 Prompt written notice shall be given by Owner to Designer if the authorized representative of Owner actually becomes aware of any fault or defect in the Project or nonconformance with the Contract Documents. However, failure to do so will not limit the responsibility of Designer and no approval by Owner or any other party shall relieve Designer of its responsibilities under the Agreement and these Terms and Conditions and for designing the Project in accordance with sound and accepted engineering and architectural practices.
- 3.7 If required for the Project, Owner shall coordinate the services of its own consultants with those services provided by Designer.
- 3.8 Owner shall provide Designer access to the Project site during the Basic Services phases prior to commencement of construction and shall obligate the Contractor to provide Designer access to the construction site during construction.

| |
|---|
| <p>Article 4 TERMINATION OF AGREEMENT</p> |
|---|

4.1 Termination of Agreement for Cause

- 4.1.1 If, through any cause, Designer shall fail to fulfill in timely and proper manner its obligations under the Agreement, or if Designer shall violate any of the covenants, agreements, or stipulations of the Agreement, Owner shall thereupon have the right to terminate the Agreement by giving twenty one (21) days written notice to Designer of such termination and specifying the effective date of termination. Owner may include in such notice of termination a request for corrective action or other restoration of performance, normally within fourteen (14) days, and stipulating that correction by Designer, which is satisfactory to Owner, may lead Owner to rescind the termination. At the option of Owner, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by Designer shall become Owner's property, and Designer shall be entitled to receive just and equitable compensation, calculated in accordance with Article 2 herein as applicable, for any satisfactory work completed on such documents and other materials. Owner may withhold any reasonable payments to Designer for the purpose of setoff until such time as the exact amount of damages due Owner from

Designer is determined. Designer shall not be responsible for the further use of documents and designs prepared by Designer that were incomplete and unsealed as of the time of termination.

- 4.1.2** If Owner fails to make payment to Designer in accordance with Section 2.14 of the Agreement, Designer may, upon fourteen (14) days' written notice to Owner, suspend performance of services under the Agreement. Unless payment in full is received by Designer within fourteen (14) days of the date of the notice, the suspension shall take effect without further notice. In the event of a proper suspension of services, Designer shall have no liability to Owner for delay or damage caused Owner because of such suspension of services. Failure of Owner to make payments to Designer in accordance with the Agreement shall be considered substantial nonperformance and cause for termination. In the event of a good faith dispute between Owner and Designer regarding whether, and to what extent, an amount is properly due, this Section 4.1.2 shall not be applicable.

4.2 Termination for Convenience of Owner

- 4.2.1** Owner may terminate the Agreement at any time, without cause, by providing written notice of termination to Designer. In that event, all finished or unfinished documents and other materials prepared by Designer in connection with the Agreement shall, at the option of Owner, become the property of Owner. If the Agreement is terminated by Owner as provided herein, Designer will be paid for the services in an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of Designer covered by the Agreement.

Article 5

PRACTICES AND PROHIBITIONS

5.1 Gratuities and Compensation from Contractors

- 5.1.1** Designer hereby agrees that neither it nor any of its employees or consultants shall offer or agree to offer gifts or gratuities to any employee of the State of Tennessee. Evidence of an offer of a gift or gratuity may be cause for termination of the Agreement and other penalties.
- 5.1.2** Designer agrees that neither it nor any of its employees or consultants shall accept gratuities or receive any compensation from the Contractor, subcontractors, or material suppliers involved in the construction of the Project. Designer shall notify each of its employees and all consultants of Designer's commitments under this provision of the Agreement. This provision expressly precludes any compensation to Designer, any employee or consultant of Designer, from the Contractor, subcontractors, or material suppliers involved in the construction of the Project for preparation of detail drawings, shop drawings, or checking shop drawings, or any other service for work performed by Designer under the Agreement.
- 5.1.3** Designer acknowledges its familiarity with and agrees to make its employees and consultants familiar with the requirements of Chapter 529 of the Public Acts of 1995, known as the "Lobbying Reform Act of 1995" and any amendments thereto.
- 5.1.4** No State appropriated funds have been paid or will be paid, by or on behalf of Designer, to any person for influencing or attempting to influence an officer and/or employee of an agency, a member of the Tennessee State Legislature, an officer and/or employee of the Tennessee State Legislature, and/or an employee of a member of the Tennessee State Legislature in connection with the awarding of the Agreement, and/or any State contract; and/or the extension, continuation, renewal, amendment, and/or modification of any State contract. Designer shall comply with all State laws and regulations relating to lobbying, including but not limited to, The Tennessee Ethics Commission Act of 2006, T.C.A. Sections 3-6-101. et seq., and T.C.A. Section 2-10-127(a), and any successor acts or provisions thereof.

5.2 Employment Practices

- 5.2.1** Except to the extent permitted by Federal or State laws and regulations for a bona fide occupational qualification, Designer agrees as follows:
- 5.2.2** No person on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal and/or Tennessee State constitutional and/or statutory law, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of the Agreement, or in the employment practices of Designer. Designer shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places, available to all employees and applicants, notices of non-discrimination.
- 5.2.3** Designer will, in all solicitations for employees or job orders for employees placed with any employment agency, union, or other firm or agency, state that all qualified applicants will receive consideration for employment without regard to race, disability, creed, color, national origin, sex, or age. The utilization of the words "equal opportunity employer" in advertisements shall constitute compliance with this Section.
- 5.2.4** Designer warrants that no part of Designer's compensation shall be paid directly or indirectly to an employee or official of the State as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to Designer in connection with any work contemplated or performed under the Agreement. Designer acknowledges and agrees that the Agreement shall be null and void if Designer is, or within the past six (6) months has been, an employee of the State or if Designer is an entity in which a controlling interest is held by an individual who is, or within the past six (6) months has been, an employee of the State.
- 5.2.5** Designer will include the provisions of this Section 5.2 in every subcontract or purchase order for any and all goods and/or services provided in connection with the Agreement. In the event of noncompliance by Designer with any of these nondiscrimination provisions of the Agreement, Owner shall have the right, at its option, to terminate the Agreement and obtain any remedies available at law or in equity.

5.3 Prohibition of Illegal Immigrants

- 5.3.1** The requirements of Tennessee Code Annotated, Section 12-3-309, et seq., addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the state of Tennessee, shall be a material provision of the Agreement, a breach of which shall be grounds for monetary and other penalties, up to and including termination of the Agreement.
- 5.3.2** Designer hereby attests, certifies, and assures that Designer shall not knowingly utilize the services of an illegal immigrant in the performance of the Agreement and shall not knowingly utilize the services of any consultant who will utilize the services of an illegal immigrant in the performance of the Agreement. Designer shall reaffirm this attestation, in writing, by submitting to Owner a completed and signed attestation form semi-annually during the period of the Agreement. Such attestations shall be maintained by Designer and made available to state officials upon request.
- 5.3.3** Prior to the use of any consultant in the performance of the Agreement, and semi-annually thereafter, during the period of the Agreement, Designer shall obtain and retain a current, written attestation that the consultant shall not knowingly utilize the services of an illegal immigrant to perform work relative to the Agreement and shall not knowingly utilize the services of any subconsultant who will utilize the services of an illegal immigrant to perform work relative to the Agreement. Attestations obtained from such consultants shall be maintained by Designer and made available to state officials upon request.
- 5.3.4** Designer shall maintain records for all personnel used in the performance of the Agreement. Said records shall be subject to review and random inspection at any reasonable time upon reasonable notice by Owner.

5.4.5 Designer understands and agrees that failure to comply with this Section Prohibition of Illegal Immigrants will be subject to the sanctions of Tennessee Code Annotated, Section 12-3-309, et seq. for acts or omissions occurring after its effective date.

5.3.6 For purposes of the Agreement, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a lawful permanent resident, or a person whose physical presence in the United States is authorized or allowed by the federal Department of Homeland Security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Agreement.

5.4 Conflicts of Interest

5.4.1 Designer shall, at all times, conduct and carry out its duties and responsibilities in a manner intended to avoid Organizational Conflicts of Interest and to uphold high ethical standards which serve to:

- .1 Promote full and open competition, integrity, and transparency in the procurement and contracting process in which Designer participates;
- .2 Prevent persons from obtaining an unfair competitive advantage in the procurement and contract process in which Designer participates;
- .3 Promote an environment conducive to other parties providing services to the State in connection with the Project in an impartial and objective manner; and
- .4 Protect the validity of the State's contracts, protect the State's interests, and protect the State's confidential and sensitive information.

Article 6

MISCELLANEOUS PROVISIONS

6.1 Ownership of Documents

6.1.1 Upon completion or termination of the Agreement, the documents provided by Designer to Owner as instruments of professional services shall be the property of the State of Tennessee, and may be used again by Designer only for the benefit of the State and on authority of the State Building Commission. Originals of these documents may remain in the files of Designer. Designer and Designer's consultants may reuse any portion of the work prepared for this Project for other projects. Except as set forth in the Agreement or any subsequent agreements between Designer and Owner, Designer shall have no liability for any future use by Owner of the instruments of professional service provided by Designer under the Agreement where Designer is not engaged to provide services for such future use.

6.2 Designer's Accounting Records

6.2.1 Designer shall maintain documentation for all charges against the State under the Agreement. The books, records and documents of Designer, insofar as they relate to work performed or monies received under the Agreement, shall be maintained for a period of five full years from the date of the final payment, and shall be subject to audit and inspection, at any reasonable time and upon reasonable notice, by Owner or the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be maintained in accordance with generally accepted accounting principles.

6.3 Successors and Assigns

6.3.1 Neither Owner nor Designer shall assign, sublet, or transfer its interest in the Agreement without the written consent of the other. Owner and Designer each binds itself, its partners, successors, assigns, and legal representatives to the other party of the Agreement and to the partners,

successors, assigns, and such other legal representatives of such other party in respect to all covenants of the Agreement.

6.4 Extent of the Agreement

6.4.1 The Agreement represents the entire and integrated agreement between Owner and Designer and supersedes all prior negotiations, representations or agreements, either written or oral. The Agreement may be amended only by written instrument signed by both Owner and Designer. Owner is not bound by the Agreement until it is approved by the appropriate State officials as indicated on the signature page of the Agreement. The Agreement may be amended only by obtaining the signature of officials hereto or as may be allowed by State Building Commission Policy & Procedures.

6.5 General Terms

6.5.1 Designer agrees, to the fullest extent permitted by law and to the extent of Designer's required insurance coverage, to indemnify and hold Owner harmless from and against damages, liabilities and costs (including, to the extent allowable by law, reasonable attorney's fees) to the extent caused by the negligent acts, errors or omissions of Designer, the Design Team or anyone for whom Designer or Design Team is legally responsible in the performance of professional services pursuant to the Agreement.

6.5.2 Designer waives all claims against Owner for consequential and incidental damages.

6.5.3 The failure of either party at any time to demand performance of the Agreement shall not be deemed a waiver thereof. Each party may at any time demand performance of the Agreement.

6.5.4 The provisions of the Agreement are severable, and if any part of it is found to be unenforceable, the other parts shall remain fully valid and enforceable.

6.5.5 The Agreement may be executed in any number of counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument. Execution of an electronic, scanned or facsimile copy shall have the same force and effect as execution of an original. Electronic, scanned or facsimile signatures shall have the same force and effect as original signatures.

6.5.6 The Agreement shall be construed and enforced in accordance with the laws of the State of Tennessee, without regard to its choice of law provisions, and any disputes arising therefrom or related thereto shall be determined by a commission or state court of competent jurisdiction in Davidson County, Tennessee. Designer acknowledges and agrees that any rights or claims against the State, or its employees, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies available under T.C.A. §9-8-101 through §9-8-407.

6.5.7 Designer understands the importance to Owner of completing Designer's services within the durations specified in the Agreement and acknowledges that if delays in providing services under the terms of the Agreement have a negative impact on Owner, Owner shall have the right to seek compensation from Designer for the expenses, costs, damages and claims associated with such negative impact.

6.5.8 In accordance with the applicable standard of care, Designer shall endeavor to comply with all applicable Federal and State laws and regulations in the performance of the Agreement.

6.5.9 Designer shall pay all taxes incurred by Designer in Designer's performance of the Agreement.

6.5.10 Owner shall have no liability except as specifically provided in the Agreement.

6.5.11 Designer and Owner agree to work together in good faith to resolve any disputes that may arise during the term of the Agreement at the lowest level possible and may engage in non-binding mediation in an attempt to resolve any disputes.

6.5.12 All claims and legal notices required under the Agreement shall be in writing and delivered by personal delivery or by certified U.S. mail, return receipt requested, or a nationally recognized

overnight courier service, postage and charges prepaid, addressed to the parties at their addresses as set in the Agreement, and shall be effective when received.

- 6.5.13 Designer shall comply with all applicable registration requirements contained in T.C.A. §67-6-601 et seq. Compliance with applicable registration requirements is a material requirement of the Agreement.
- 6.5.14 The bid target is an integral component of the "budget" as that term is used in these Terms and Conditions. The bid target is the portion of the budget that Designer is to use as the targeted cost of the work under their responsibility for design.

6.6 Subject to Funds Availability

- 6.6.1 The Agreement is subject to the appropriation by the General Assembly and availability of funds. In the event the General Assembly fails to appropriate funds, reduces an appropriation, or the funds are otherwise unavailable, then the Agreement shall terminate, at Owner election, as if Owner executed its rights to terminate for convenience under Section 4.2 above.

6.7 Definitions

- 6.7.1 "Work" shall mean the work of the construction contractor pursuant to the Construction Contract.
- 6.7.2 "Contract Documents" means, collectively, the Construction Documents and the Construction Contract.
- 6.7.3 "Organizational Conflicts of Interest" means a circumstance arising out of a Designer's relationship with the State, a circumstance arising out of a Designer's existing or past activities, business or financial interests, familial relationships, contractual relationships, and/or organizational structure (i.e., parent entities, subsidiaries, Affiliates, etc.) that results in:
 - .1 Impaired Objectivity of Designer;
 - .2 An Unfair Competitive Advantage;
 - .3 Biased Ground Rules; and/or
 - .4 A perception or appearance of impropriety, as determined by a member of the State Building Commission or the State Architect, with respect to any of the State's procurements or contracts, or a perception or appearance of Unfair Competitive Advantage with respect to a State procurement.

As used in the above definition, the following terms shall have the following meanings: "Impaired Objectivity", "Unfair Competitive Advantage"; and "Biased Ground Rules" are defined in the By-laws, Policy and Procedure of the State Building Commission, Item 12.

- 6.7.4 Any other capitalized terms used but not defined herein shall have the meaning ascribed to such capitalized term in the Agreement, these Terms and Conditions or the Designers' Manual.

SBC-6s



Standard Form of Supplement to Agreement between Owner and Designer

This Supplement Number <Number> ("Supplement Number <Number>") is made this the <Date> day of <Month> in the year <Year>, by and between the **State of Tennessee**

DEPARTMENT OF GENERAL SERVICES/TBR/UT hereinafter called the "Owner", and

<<Designer>>
<<Designer Address>>
<<City>>, <<State>>, <<Postal Code>>

hereinafter called the "Designer".

WITNESSETH:

WHEREAS both parties have heretofore executed an Agreement, dated <<Date of Original Agreement>> as modified by:

<<Prior Supplement Dates>>, ("Supplement Number <Number>")
(collectively, the "Agreement");

WHEREAS, said Agreement was executed in connection with the following project (the "Project"):

<<Project Name>>
<<Project Location>>
<<SBC Project No.>>

WHEREAS, the capitalized terms used but not defined herein are defined in the Agreement or the Terms and Conditions of the Agreement;

WHEREAS, Owner and Designer desire to modify certain terms of the Agreement as set forth herein; and

WHEREAS, except as herein modified or changed in any respect, all provisions contained in the Agreement prior to this modification, including the Terms and Conditions of the Agreement, are hereby renewed and confirmed.

NOW, THEREFORE, Owner and Designer agree as follows:

Part A:

- A.1 The following revisions are made to Article 1 of the Agreement:
 - A.1.1 The scope of Project has been revised to <<Insert Basic Scope Change Description>>. Accordingly, Section 1.1.1 of the Agreement is hereby deleted in its entirety and the following is inserted in its place and stead OR the Scope Attachment attached to the Agreement is hereby deleted in its entirety and Scope Attachment 1 is inserted in its place and stead.
 - A.1.2 <<Name and License No.>> has been replaced by <<Name and License No.>> as Designer's Principal.
 - A.1.3 Designer's Consultants have been modified by replacing <<Name, Firm, Principal and License No.>> with <<Name and License No.>>.
 - A.1.4 The following additional consultants providing Basic Services have been added to the Design Team:

| Service | Firm | Principal | License No. |
|---------|------|-----------|-------------|
| | | | |

A.1.5 The following consultants shall be providing services that are not included in Basic Services:

| Service | Firm | Principal | License No. |
|---------|------|-----------|-------------|
| | | | |
| | | | |

A.1.6 Modifications have been made to the Basic Services included in the Agreement or the duration of each phase and the phases included in the scope of services of the Designer and the time periods allotted to each phase are set forth below with any changes shown in italics.

| Included | Phase | Duration in Days |
|--------------------------|---|---|
| <input type="checkbox"/> | Phase 1 – Program Verification Phase: | 30 |
| <input type="checkbox"/> | Phase 2 – Schematic Design Phase: | 30 |
| <input type="checkbox"/> | Phase 3 – Design Development Phase: | 30 |
| <input type="checkbox"/> | Phase 4 – Contract Document Phase: | 30 |
| <input type="checkbox"/> | Phase 5 – Bidding or Negotiation Phase: | In accordance with Owner's schedule and the construction schedule |
| <input type="checkbox"/> | Phase 6 – Construction Phase: | In accordance with Owner's schedule and the construction schedule |
| <input type="checkbox"/> | Phase 7- Close-Out Phase | 30 days after final completion of construction |

Part B:

B.1 The following revisions are made to Article 2 of the Agreement:

B.1.1 The revised **MACC** for the Project has been adjusted by <<a Reduction or Increase of \$___>>, as a result of << Insert Basic Reason>>. The revised MACC is: <<MACC>> DOLLARS.

B.1.2 The compensation to the Designer has been adjusted as a result of the revision to the MACC and is now:

A lump sum of:

or

Hourly as a multiple of Direct Personnel Expense with a maximum fee not to exceed:

\$100,000 One Hundred Thousand Dollars

B.1.3 Payment made to Designer by Owner under the Agreement prior this Supplement Number <Number> shall constitute payment toward the total lump sum fee or the maximum fee due under the Agreement after this Supplement Number <Number>”.

Part C:

C.1 The following revisions are made to Article 3 of the Agreement:

C.1.1 The Designer's professional liability insurance requirement has been increased to:

| | |
|------------------|----------------|
| Each Claim | \$ 1,000,000 * |
| Annual Aggregate | \$ 1,000,000 * |

Part D:

D.1 Other revised terms and conditions:

<<additional revised terms and conditions>>

This instrument may be executed in one or more counterparts. It shall be fully executed when each party whose signature is required has signed at least one counterpart, even though no one counterpart contains the signatures of all parties to this instrument. Electronic, scanned or facsimile signatures shall have the same force and effect as original signatures.

IN WITNESS WHEREOF, the Owner and the Designer have executed this Supplement Number <Number>:

Designer:

Person(s) signing for Designer must be named as Principal above

By: _____

Title: _____

Date: _____

Owner: State of Tennessee

As required by State Building Commission policy and requirements of the State Agency

By: _____

Title: _____

Date: _____

Approved: By: _____

Title: _____

Date: _____

(For Form and Legality)

Approved: By: _____

Title: _____

Date: _____

(For Compliance with Policy and Statute)

Approved: By: _____

Title: _____

Date: _____



AIA
Tennessee

ACEC Tennessee
American Council of Engineering Companies of Tennessee
THE VOICE OF TENNESSEE ENGINEERING COMPANIES

May 4, 2016

Tennessee State Building Commission
c/o Mr. Peter Heimbach
State Architect
Tennessee Tower, 18th Floor
312 Rosa L. Parks Avenue
Nashville, TN 37243

Sent Via Email

RE: Adoption of SBC-6 and SBC-6(a)

Dear Mr. Heimbach and Members of the State Building Commission:

As representatives of the architects and engineers who provide services for the state of Tennessee, we write today to respectfully encourage you to adopt the revised SBC-6 and SBC-6(a). (Attachments A and B)

As you are aware, in recent years the design community has voiced concerns about the interpretation of Basic vs. Additional Services by the three State Procurement Agencies. In the last two months, we have had the opportunity to work closely with the State Architect and STREAM, and have had meetings with UT and the Board of Regents as well. From those meetings, clarifications and supporting documents were generated resulting in the revised State Contract with accompanying Terms and Conditions that we believe address the concerns voiced by both the state agencies and the design community.

We encourage the State Building Commission to utilize the attached Table of Complex Projects and Complexity Multipliers (attachment C) and Clarified List of Additional Services (attachment D) as guides for the State Procurement Agencies' use when discussing Additional Services with Designers, setting fees for Complex Projects, and negotiating contracts. It is our understanding that the Additional Services list was reviewed, negotiated and agreed upon by all parties. It is further our understanding that the Table of Complex Projects and Complexity Multipliers has already been utilized on the State Museum Project.

We are aware there are currently two BIM pilot projects with the State, and it is our understanding that the State will not require the Tennessee BIM Standards on any project until the completion of the two current pilot projects. This will allow us the opportunity to review the implications to the Design community including additional effort and compensation, if any, prior to implementation.

AIA Tennessee and ACEC Tennessee have worked closely with the Office of the State Architect to review and negotiate contract terms for state projects for many years. We respectfully request that this practice continue, and that the Designer Contract and the OSA's Designer Fee Policy be re-evaluated every three years. Finally, we look forward to completing the evaluation of the Basic Fee structure in the near future, having agreed to postpone those discussions until after the Designer Contract modifications are approved.

It has been, and will always be, the intent of AIA Tennessee and ACEC Tennessee to work collaboratively with the State in order to advance the standards and requirements of the State's built environment and to provide long-term cost savings for Tennessee while protecting the public's health, safety and welfare.

Again, we thank you for your time and cooperation on these important issues.

Sincerely,



Tilman (Trey) Wheeler, AIA, NCARB
President
AIA Tennessee



John M. Kenny, PE
President
ACEC Tennessee

Attachment A: Revised SBC-6
Attachment B: Revised SBC-6(a)
Attachment C: Complex Project and Complexity Multipliers
Attachment D: Clarified List of Additional Services

CC: Chairman Charles Sargent
Chairman Steve Southerland
Tennessee State Building Commission Members



Agreement between Owner and Designer

This AGREEMENT is made this _____ day of _____ in the year _____

between the Owner: **State of Tennessee**
State Procurement Agency – GS / TBR / UT

and the Designer: **Designer Name**
Address
City State Zip

for the Project: **Project Name**
Project Location
SBC No.

The Owner and The Designer agree as follows:

Article 1 – Project Terms:

1.1 This Agreement sets forth the duties and responsibilities of the Owner and the Designer with respect to the Project. Designer shall provide the services for the Project in accordance with this Agreement.

1.1.1 The scope of the Project is as follows:

See completed "Scope Attachment" attached hereto. Or provide the scope information in this paragraph. This information should include the necessary information set forth in the designer solicitation - the "basic services" scope of the project and any additional services known at the time this Agreement is executed. Also, include details about the Project's site, program, Owner's consultants, Owner's anticipated procurement method, and other information relevant to the Project or the SPA (campus requirements, etc.)

List other attachments if they apply:

The scope may be adjusted by the Owner and the Designer by Supplemental Agreement.

1.1.2 These documents are incorporated herein by reference as if set forth in full: the SBC 6a – Terms and Conditions for Agreement between Owner and Designer - dated xx/xx/xxxx ("Terms and Conditions"), the current requirements of the Owner's Designers' Manual ("Designers' Manual") including the State High Performance Building Requirements ("HPBr"). The Designer shall provide administration of the Construction Contract with the contractor. **To the extent there is any conflict among this Agreement and the documents incorporated into this Agreement, the documents shall be afforded the following precedence: this Agreement including the Scope Attachment and the Designer Fee Computation Attachment, the Terms and Conditions, the Designers' Manual and then the Construction Contract.**

List other referenced documents if they apply and modify order of precedence:

1.2 This Agreement represents the entire and integrated agreement between the Owner and the Designer and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended and supplemented only by written instrument signed by the parties to this Agreement and approved by all applicable State officials.

1.3 **Designer's Principal** and License No. for the Project are: *This should be the person, named in the solicitation response:*

Charlie Architect 12345

1.4 Designer's Consultants

1.4.1 For the purposes of providing Basic Services, Designer's consultants are:

The consultants required for Basic Services may be listed here or may be identified in a "Consultants Attachment".

| Service | Firm | Principal | TN License No. |
|---------------|------|-----------|----------------|
| Architectural | | | |
| Structural | | | |
| Mechanical | | | |
| Electrical | | | |
| Civil | | | |
| Landscape | | | |

1.4.2 If there are no additional consultants known at the time of executing this Agreement, delete the entirety of 1.4.2

If the Project has consultants known at the time of executing this Agreement who will have fees paid as additional services, insert the following:

Additional consultants of the Designer on the Project who are potentially providing services that are outside of Basic Services are:

If the Basic Services Fee has been adjusted to compensate for additional consultants, insert the following: The additional consultants of the Designer providing services included in the modified Basic Services Fee are:

| Service | Firm | Principal | License No. |
|---------|------|-----------|-------------|
| | | | |
| | | | |
| | | | |

1.5 For the Designer's Basic Services, the Designer agrees to perform the work of the phases that are checked within the durations identified for each Phase. The Designer shall proceed with the work of the initial phase based on receipt of a fully executed copy of this Agreement and a notice to proceed. The Designer shall proceed with each following phase upon receipt of written approval to proceed.

| Included | Phase | Duration in Days |
|--------------------------|---|---|
| <input type="checkbox"/> | Phase 1 – Program Verification Phase: | 30 |
| <input type="checkbox"/> | Phase 2 – Schematic Design Phase: | 30 |
| <input type="checkbox"/> | Phase 3 – Design Development Phase: | 30 |
| <input type="checkbox"/> | Phase 4 – Contract Document Phase: | 30 |
| <input type="checkbox"/> | Phase 5 – Bidding or Negotiation Phase: | In accordance with Owner's schedule and the construction schedule |
| <input type="checkbox"/> | Phase 6 – Construction Phase: | In accordance with Owner's schedule and the construction schedule |
| <input type="checkbox"/> | Phase 7- Close-Out Phase: | 30 days after final completion of construction |

The Phases and durations may be adjusted by the Owner and the Designer by Supplemental Agreement.

1.5.1 Special requirements concerning the Phases or Durations: *Opportunity to add special provisions related to the work or durations to be included in the contract – i.e. on small projects the Owner may want to combine Program, Schematics and possibly Design Development as a single phase. If no additional requirements, this paragraph would be omitted.*

Article 2 – Compensation:

2.1 Designer shall be entitled to receive compensation in accordance with the Terms and Conditions and the matters set forth in this Article 2. For purposes of setting the compensation due to the Designer for the Basic Services, the Project Maximum Allowable Construction Cost (bid target plus contingency but not including professional fees or other line items in the Project budget) ("MACC") is:

\$1,000,000 One Million Dollars.

The MACC may be adjusted by the Owner and the Designer by Supplemental Agreement.

2.2 The Owner shall compensate the Designer for Basic Services (the "Basic Services Fee") in accordance with the invoicing and payment process set forth in the Terms and Conditions and as follows:

A lump sum of:

or

Hourly as a multiple of Direct Personnel Expense with a maximum fee not to exceed:

\$100,000 One Hundred Thousand Dollars

The Basic Services Fee is further defined in the attached **Designer Fee Computation Attachment** dated **January 1, 2015**.

2.3 Designer's compensation for Basic Services, when the Basic Services Fee is based on a multiple of Direct Personnel Expense, and for Additional Services is determined as follows:

2.3.1 Time for all individuals providing services under this Agreement shall be billed at the individual's typical or standard rate, in dollars per hour, calculated as set forth below and not to exceed one hundred seventy-five and no/100 dollars (\$175.00) per hour.

.1 The typical or standard hourly rate for any employees (not principals or owners) of Designer and its consultants shall not exceed a multiple of two and forty-five one hundredths (2.45) times the individual's Direct Personnel Expense (as defined in the Terms and Conditions).

.2 The typical or standard hourly rate for any principals and owners of Designer and its consultants shall not exceed the greater of (A) a multiple of two and forty-five one hundredths (2.45) times the individual's Direct Personnel Expense or (B) the average of the highest typical or standard hourly rate charged by an employee under the employ of said principal or owner for services provided under this contract and the maximum hourly rate permissible pursuant to Section 2.3.1 above.

2.3.2 Invoices to the Designer from consultants providing services at an hourly rate for the Project authorized by this Agreement shall be paid to the Designer with a fee, where the total payment does not to exceed one and twenty one hundredths (1.20) times the amount invoiced to the Designer, so long as such invoices were calculated in accordance with section 2.3.1 above.

2.4 Designer shall be paid for Reimbursable Expenses (as defined in the Terms and Conditions) at the actual cost to the Designer with no mark-up.

2.5 Invoices to the Designer from entities providing surveys, reports, tests, and geotechnical or engineering data shall be paid to the Designer with a fee, where the total payment does not to exceed one and twenty one hundredths (1.20) times the amount invoiced to the Designer. Should the Designer be the entity providing the surveys, reports, tests, and geotechnical or engineering data, the invoiced amount shall be paid with no additional fee.

Article 3 – Insurance:

3.1 Designer shall maintain insurance coverage with the limits set forth below. Designer's certificates of insurance, in a form acceptable to Owner, shall be provided to the Owner before the date of this Agreement and thereafter upon written request. The Designer's insurance coverage shall be from the date of this Agreement until four (4) years after the date of Substantial Completion of the Project.

3.1.1 Commercial General Liability

Each Occurrence \$ 1,000,000

Aggregate \$ 1,000,000

3.1.2 Commercial Automobile Liability

Any Auto – Each Accident, Combined Single Limit \$ 1,000,000

3.1.3 Workers' Compensation as required by statute, including employers' liability with limits of:

| | |
|------------------------|--------------|
| Each Accident | \$ 200,000 |
| Disease, each employee | \$ 200,000 |
| Disease, policy limits | \$ 1,000,000 |

3.1.4 Professional Liability Insurance

| | |
|------------------|----------------|
| Each Claim | \$ 1,000,000 * |
| Annual Aggregate | \$ 1,000,000 * |

** For projects with a MACC less than \$3M the PLI shall be \$1M per claim, \$1M annual aggregate, for projects with a MACC equal to or greater than \$3M but less than \$20M, the PLI shall be \$1M per claim, \$2M annual aggregate, for projects with a MACC equal to or greater than \$20M but less than \$100M, the PLI shall be \$2M per claim, \$4M annual aggregate, all other projects have a PLI of \$3M per claim and \$5M annual aggregate.*

SIGNATURES ON FOLLOWING PAGE

Reviewed and approved:

_____ Date: _____
State Architect or designee

In Witness Whereof, the Owner and the Designer have executed this Agreement.

Designer:

Person(s) signing for Designer must be named as Principal above

By: _____

Title: _____

Date: _____

Owner: State of Tennessee

As required by State Building Commission policy and requirements of the State Agency

By: _____

Title: _____

Date: _____

Approved: By: _____
Title: _____
Date: _____
(For Form and Legality)

Approved: By: _____
Title: _____
Date: _____
(For Compliance with Policy and Statute)

Approved: By: _____
Title: _____
Date: _____

SCOPE ATTACHMENT

Insert scope description from solicitation document and all other information regarding any anticipated Additional Services, details about the Project's site and program, Owner's consultants, anticipated construction procurement method, and other information relevant to the Project and the SPA.

DESIGNER FEE COMPUTATION ATTACHMENT



Terms and Conditions for Agreement between Owner and Designer

Article 1 DESIGNER'S SERVICES

1.1 Basic Services

1.1.1 General

- .1 Designer's services shall commence upon receipt of the fully executed copy of the Agreement and a notice to proceed, and shall pursue the services with diligence commensurate with the exercise of due skill and care. Designer will provide accessible communications at its office during normal working hours, which must include an office phone with answering device/service and email. Designer agrees to the phase durations set forth in Section 1.5 of the Agreement. Phase durations shall be extended by the length of delays caused by fire, acts of God, unavoidable casualty, strikes, war, civil disturbance, or unreasonable delays by Owner, building officials, or others not controlled by Designer. Designer shall inform Owner in writing of any situation potentially causing a delay within ten (10) days of its occurrence. The durations in Section 1.5 of the Agreement may not be altered without written approval from Owner.
- .2 Designer's Basic Services consist of the phases marked as included in Section 1.5 of the Agreement and described in this Article which must meet the requirements of Section 1.3 below. Consultants identified in the Agreement as providing "Basic Services" shall provide the services set forth in this Section 1.1 and all other usual and customary services for their disciplines as a part of Basic Services; services outside of those will be considered "Additional Services" in accordance with Section 1.2 below.
- .3 Designer shall secure written approval of Owner before proceeding with each phase of the Project and, upon written request by Owner, shall furnish to Owner evidence of payment to its consultants for their services in the preceding phase. Owner is not obligated to proceed with any phase beyond the last phase specifically approved in writing.
- .4 Notwithstanding any other provision in the Agreement to the contrary, in providing services under the Agreement, Designer shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. Designer shall perform its services and prepare its instruments of service in compliance with applicable laws and codes. Designer agrees that approval of the Construction Documents by any person, body or agency shall not relieve Designer of the responsibility for providing services in accordance with the applicable standard of care. Any conflicts shall be promptly reported in writing to Owner with proposed strategies for resolution.
- .5 Designer shall conform to and be bound by all documents included as a part of the Agreement as the same may be amended. Subsequent revisions and updates to these documents may result in a change in the Project justifying Additional Services.
- .6 Designer shall designate a Design Team ("Design Team"), consisting of registered individuals from all professional disciplines and other skilled individuals necessary to perform and manage the services under the Agreement. A list ("Project-Directory") of the Design Team representatives for all Project phases shall be provided to Owner at the start of the Project. The lead representative for Designer and Design Team shall be the Principal identified in Section 1.3 of the

Agreement. Once established, Design Team shall remain intact unless a change is approved in writing by Owner.

- .7 All Project meetings, site visits, progress meetings, and inspections shall be attended by representatives of Designer and appropriate members of the Design Team having authority and qualifications, including registration, if necessary, to make decisions appropriate to the phase of service. Failure to provide the required representatives by any party for a scheduled Project meeting, site visit, progress meeting, or inspection of which the party had proper notice shall cause the cancellation and rescheduling at the expense of the responsible party.
- .8 The specific duties and responsibilities of Designer shall include those outlined in the following Phases. The required deliverables of each Phase may vary subject to the requirements of the Project to complete the Phase.

1.1.2 Program Verification Phase

- .1 Designer shall review the program and other information furnished by Owner, and shall review laws, codes and regulations applicable to Designer's services. Designer shall meet with Owner to ascertain the general requirements for the Project. If required by the Project, Designer shall verify the functional and departmental objectives of the Project, to advise, with respect to time and budget, the following: selection of the site; the relationship of the Project to other structures and facilities; and scope and functional aspects of the program.
- .2 The Design Team shall visit the Project site and become familiar with the existing site conditions in order to correlate these findings with Owner's program.
- .3 Designer shall prepare an initial evaluation of all elements of Owner's program, budget, Project site, and the proposed procurement or delivery method and other initial information, each in terms of the other, to ascertain the requirements of the Project. Designer shall notify Owner of any inconsistencies discovered in the information.
- .4 Designer shall present its initial evaluation of the program to Owner and shall, if necessary, discuss with Owner approaches to design and construction of the Project. Designer and Owner shall agree on the budget and requirements of the Project.
- .5 Designer shall show the progress to date, confirm the remainder of the Phase durations, and obtain written approval of the Program Verification Phase and to proceed with the Schematic Design Phase.

1.1.3 Schematic Design Phase

- .1 Upon written approval to proceed with the Schematic Design Phase by Owner, Designer shall develop and submit to Owner an analysis of the site describing applicable known or observable significant physical and geologic features and characteristics (i.e., climate, topography, soils, ecology, utilities, circulation, views, noise and existing structures and shall describe the implication of the above factors on design.
- .2 Designer shall develop and submit to Owner conceptual diagrams of alternative approaches for translating programmatic requirements into conceptual design solutions. The number of alternate approaches diagramed shall be reasonable and appropriate for the Project. These diagrams shall include, but not be limited to, consideration of land use, functional relationships within the program, relationships to proposed future construction and surrounding area, relative volumes of circulation, land use, traffic, parking, transportation, utilities, and systems described in Section 1.1.3.6 below, and organization of major building functions.
- .3 Designer shall prepare and submit to Owner visual studies illustrating the scale and relationship of the Project components required in Owner's program. Sketches of design concepts showing elevations and exterior appearances, and any other sketches or visual studies necessary for evaluation of the alternative concepts shall be submitted to Owner. If necessary to communicate the design intent, massing studies in model and/or diagrammatic form shall be submitted to Owner.

- .4 Upon written approval by Owner of a design concept, Designer shall prepare and submit to Owner schematic documents of the approved concept required by this Section 1.1.3.
- .5 The schematic drawings required by this phase shall include, but not be limited to, the following information, when applicable: the basic design approach drawn at an agreed to scale, siting in relationship to the existing environment, relationship to proposed future construction, circulation, organization of building functions, functional-aesthetic aspects of the design concepts under study, graphic description of critical details, and visual and functional relationship and compatibility to the surrounding environment.
- .6 Designer shall prepare and submit to Owner Preliminary Project Descriptions ("PPD") based on *Uniformat*. PPD on all Project components should be consistent with the level of detail of the schematic design. If applicable, Designer shall describe and give design criteria for the major elements of the following Project components with economic and energy use considerations of all systems required:

| | | | |
|-----------------------|-----------------------|---------------------------|-------------------|
| Foundations | Interior Construction | H.V.A.C. Systems | Demolition |
| Basement Construction | Stairs | Fire Protection | Site Work |
| Superstructure | Interior Finishes | Electrical | Site Utilities |
| Exterior Enclosure | Conveying | Equipment and Furnishings | Site Construction |
| Roofing | Plumbing | Special Construction | Other |
| | Communications | | |

- .7 Designer shall prepare and submit to Owner an estimate of cost of construction and a description of causes for deviations, if any, from the program and/or budget.
- .8 Designer shall show the progress to date, confirm the budget and the remainder of the Phase durations, and obtain written approval of Owner of the Schematic Design Phase and to proceed with the Design Development Phase.
- .9 If necessary given the scope of the Project, Designer shall make a presentation of the Project with drawings to the State Procurement Agency and/or the State Architect, as required.

1.1.4 Design Development Phase

- .1 Upon written approval to proceed with the Design Development Phase by Owner, Designer shall develop and submit to Owner a fully developed design concept. If needed to develop and communicate the design concept, Designer shall furnish to Owner exterior perspective drawings and/or study models. If directed by Owner, Designer shall make a presentation of the design concept (an Early Design Phase or EDP presentation) to the State Building Commission. The presentation shall provide sufficient information to describe the Project and to identify proposed building systems and estimated costs that are anticipated for the Project.
- .2 Designer shall prepare and submit to Owner floor plans showing spaces by name, number, estimated net area of each space, structural module, mechanical, electrical and communication spaces, equipment, chases, and circulation area. Designer shall also prepare and submit site plans (which show utilities), plumbing, electrical, mechanical, and structural plans and preliminary furnishings and equipment layouts to show accommodation of program requirements, engineered systems, and contractor supplied equipment. Drawings shall show overall building dimensions. Designer shall also prepare outline specifications organized in accordance with the Project components listed in Section 1.1.3.6 above. The drawings and outline specifications shall be at a level of detail for all components sufficient for the development of an estimate of cost of construction.
- .3 Designer shall prepare and submit to Owner: elevations, building sections, and design details showing use of materials and fenestration, developed to the extent that Designer can proceed with the Construction Document Phase when the Design Development Phase is approved.
- .4 Designer shall prepare and submit to Owner an estimate of cost of construction showing allocation of costs for all Project components and a description of causes for deviations, if any, from the

estimate of cost of construction provided at the Schematic Design Phase. The basis for the estimate of cost shall be a preliminary quantity take-off, which shall be required of all Project components, described in Section 1.1.3.6 above. The estimate of cost of construction shall show escalation projected from date of the estimate to projected bid date.

- .5 Designer shall show the progress to date, confirm the budget and the remainder of the Phase durations and obtain written approval of Owner of the Design Development Phase and to proceed with the Construction Document Phase.

1.1.5 Construction Document Phase

- .1 Upon written approval to proceed with the Construction Document Phase by Owner, Designer shall prepare and submit to Owner documents, including working drawings and Project Manual setting forth information necessary for bidding and proper execution of the Work. The Project Manual shall include: bidding requirements; contract requirements; conditions of the contract; and any and all other information required for receiving bids on the Project and administration of the Construction Phase.
- .2 Upon completion of the Construction Document Phase, Designer shall provide Owner with a written confirmation of the estimate of cost of construction. If Designer cannot confirm the validity of the estimate of cost of construction from the Design Development Phase, then Designer shall provide an updated estimate of cost of construction identifying the Project elements that have changed.
- .3 Upon receipt of the review comments in writing from Owner, Designer shall revise the Construction Documents to conform with the review comments, obtain required approvals from regulatory authorities, and furnish final copies to Owner prior to release of the Construction Documents for bidding.
- .4 Designer shall show the progress to date, confirm the budget and the remainder of the Phase durations and obtain written approval of Owner of the Construction Document Phase and to proceed with the Bidding or Negotiation Phase.

1.1.6 Bidding or Negotiation Phase

- .1 Upon written approval to proceed with the Bidding or Negotiation Phase by Owner, Designer shall assist Owner in obtaining bids or proposals, and in awarding and preparing construction contracts.
- .2 The date for receipt of bids shall be established by Owner.
- .3 In the event that the lowest responsive and responsible bid received exceeds the MACC, Designer shall revise the Construction Documents, if requested by Owner, in order to bring the construction cost within the bid target at no additional expense to Owner. Owner in this event agrees to cooperate with Designer and permit reasonable and necessary reductions in the scope of the Project. Alternatively, Owner may increase the MACC and proceed with the award of the construction contract, with no change in the Basic Services Fee.
- .4 Should the lowest responsive and responsible bid received be more than twenty percent (20%) less than Designer's most current estimate of cost of construction accepted by Owner, Owner may require: (1) redesign and rebid of the Construction Documents to include any scope previously removed, with no additional expense to Owner; (2) additional bid packages to add back the scope removed, with no additional expense to Owner; or (3) the execution of a Supplement to the Agreement reducing the MACC to actual bid amount plus appropriate contingency and the Basic Services Fee based on the revised MACC. The reduction of the Basic Services Fee shall only apply for the Construction Document Phase through the Close-Out Phase.

1.1.7 Construction Phase

- .1 Designer shall provide administration of the Construction Contract as described in the Contract Documents and will be an Owner's representative during construction. Designer will have authority to act on behalf of Owner only to the extent provided herein and in the Construction Contract.

- .2 The Construction Phase begins with the execution of the Construction Contract. The Construction Phase is comprised of the professional services required to perform Designer's services related to the two components of construction: "Office" and "Field".
- .3 The professional services performed in the "Office Components" include the administration of the Construction Contract; the review of Contractor's payment applications, certifications of the amounts due the Contractor; the review, approval, or the taking of other appropriate action upon the Contractor's submittals, preparation of responses to contractor requests for information, revisions, corrections or clarifications in the Contract Documents by the appropriate Modification, review of proposed change orders, together with all necessary and proper correspondence and clerical work in connection therewith. Designer, by the requirements of Section 1.1.7.6 below, shall prepare and maintain documentation of the above, Substantial and Final Completion inspections, and the acceptance of the completed Project, together with all requirements of the Contract Documents for "close-out" and Record Documents (as defined in the Designers' Manual). Contractor submittals shall be reviewed by Design Team members in the appropriate disciplines.
- .4 The issuance of a Certificate for Payment for the Contractor will constitute a representation by Designer to Owner, based on Designer's evaluation of the Work and the data comprising the Contractor's Application for Payment, that, to the best of Designer's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents.
- .5 The professional services performed in the "Field Component" include site visits, progress meetings, and inspections by Designer with the appropriate members of the Design Team to (1) become generally familiar with the progress and quality of the portion of the Work completed, (2) endeavor to guard Owner against defects and deficiencies in the Work, and (3) determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents.
- .6 Site visits, progress meetings, and inspections shall be made by appropriate representatives of the Design Team having authority and qualifications to make decisions appropriate to the status of construction. Designer with appropriate members of the Design Team shall make site visits as needed during the critical phases of construction (at a minimum of twice a month), as well as inspections for Substantial and Final Completion, and an inspection before the end of the one-year correction period. Designer shall observe and report on the Contractor's compliance with the construction schedule and acknowledge the Contractor's development of the Record Documents. For all site visits, progress meetings, and inspections, a written Project report shall be promptly submitted to Owner and the Contractor.
- .7 As further defined in the Construction Contract, Designer may disapprove or reject work as failing to conform to the Contract Documents, and Designer shall not have control over, charge of, or the responsibility for the construction means, methods, techniques, sequence of procedures, supervision, or for the safety precautions and programs in connection with the Work.
- .8 As further defined in the Construction Contract, Designer shall (i) be, in the first instance, the interpreter of the requirements of the Contract Documents and the impartial judge of the performance thereunder by both Owner and Contractor; (ii) make decisions on all claims of Owner or Contractor relating to the execution and progress of the Work and on all other matters or questions related thereto; and (iii) make recommendations in matters relating to artistic effect that are consistent with the intent of the Contract Documents, with Owner's decision being final.
- .9 Upon request by the Contractor and submission of a list of incomplete items of work by the Contractor, Designer, with the appropriate members of the Design Team and with a representative of Owner present, shall make a Substantial Completion inspection and augment the Contractor's list of items necessary to complete the Project in accordance with the Contract Documents. Prior to certifying Substantial Completion, Designer shall verify that all items required by the Project Manual for Substantial Completion are complete. When the Work is

determined to be substantially complete, Designer will prepare and issue a Certificate of Substantial Completion.

1.1.8 Close-Out Phase

- .1 Upon Substantial Completion of the Work, the Close-Out Phase shall begin. When the Work is complete and a request is made by the Contractor, Designer, with the appropriate members of the Design Team and with a representative of Owner present, shall conduct a Final Completion inspection to verify, to the best of Designer's knowledge, information and belief, to Owner that the Project is in compliance with the Contract Documents. When the Work is determined to be complete, Designer shall issue a Final Certificate for Payment.
- .2 Designer shall prepare and submit Record Documents to Owner as required by the Designers' Manual. All approved Additional Services and reimbursable expenses shall be completed and billed. Designer shall prepare and submit to Owner a final request for payment to complete the Close-Out Phase.
- .3 During the one year correction period after the date of Substantial Completion of the Work, Designer shall work with a representative of Owner in securing remedy of any of the Work that is found to be not in accordance with the requirements of the Contract Documents, and shall make a one year inspection of the Project and report observed non-conforming work to the Contractor for correction with a copy of the report to Owner. Designer will monitor the Contractor's work to completion.

1.1.9 Surveys, Reports, Tests and other Project Information:

- .1 Owner shall furnish Designer with all available information related to the Project.
- .2 Designer may be responsible for obtaining a survey of the building site from qualified consultants, which shall include applicable grades and lines of streets, alleys, pavements, adjoining property, rights of way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site, locations, dimensions, and data pertaining to existing buildings, utilities, other improvements, locations of trees, and information concerning available service and utility lines, both public and private.
- .3 Designer may be responsible for obtaining reports on subsurface conditions including test borings or pits, environmental, mechanical, laboratory, or other tests for determining subsurface soil bearing capacities, and other soil or subsoil conditions required for the design of the Project from qualified consultants.
- .4 Designer may be responsible for obtaining structural, mechanical, environmental and other laboratory tests, field tests, inspections, and reports from qualified consultants known to and acceptable to Designer as required to produce the Contract Documents.
- .5 If not provided by Owner, the obtaining of surveys, tests, reports, engineering data, and any other information obtained by Designer and described in this Section 1.1.9 is the responsibility of Designer. Owner shall reimburse Designer at a multiple, as set forth in Section 2.5 of the Agreement, of the direct cost of this information from competent laboratories, engineers, and licensed surveyors selected and recommended by, and responsible to Designer, provided the cost is approved by Owner, in writing, before it is ordered.

1.1.10 Designer-Provided Documents

- .1 As a part of Basic Services, but subject to reimbursement in accordance with Section 2.4 below, Designer shall provide:
 - Documents as required by regulatory authorities;
 - Partial submittals as required by the Project;
 - The number of hard copy, complete sets, requested by Owner, of documents demonstrating suitable progress in a design Phase, when requesting incremental payments as permitted in Article 2;

- The number of hard copy, complete sets, requested by Owner, of documents for each Phase submittal, demonstrating the deliverable product required for the Phase;
- As many hard copy, complete sets of Construction Documents as are necessary for bidding purposes according to the policy of Owner; and

Documents that cannot be approved will not be considered as a set of Documents and shall not qualify as a reimbursable expense. There will be no reimbursement for electronic copies of documents.

1.2 Additional Services

- 1.2.1** The services described below in this Section 1.2 are Additional Services and are not included in Basic Services. Requests by Designer to Owner for services not listed in these Terms and Conditions will be evaluated by Owner who will consult with the Office of the State Architect in making such an evaluation.
- 1.2.2** Making material revisions in documents when such revisions are:
- .1** Inconsistent with written approvals or documented instructions previously given by Owner, for the previously approved phase or concept and which are made necessary by significant adjustments in Owner's program, Phase durations or Project budget; or significant changes in the Project including, but not limited to size, quality, or complexity and which are not caused by Designer error or omission.
 - .2** Required by the enactment or revision of codes, laws or regulations subsequent to the preparation of documents for a given phase.
- 1.2.3** Providing services concerning replacement of work damaged by fire or other cause during construction.
- 1.2.4** Providing services made necessary by default of the Contractor, or made necessary by major defects in the work of the Contractor, which defects require significant investigation or redesign.
- 1.2.5** Providing services in connection with a government public hearing, or legal proceeding except where Designer is party thereto, beyond that typically required. These services may include, but are not limited to, local government hearings or meetings.
- 1.2.6** Providing analysis of Owner's existing facilities, needs and programming requirements of the Project beyond that required in Section 1.1.2 above.
- 1.2.7** Assisting Owner in preparation of application to the U.S. Government and other granting agencies for construction, interest subsidy, and other forms of grants.
- 1.2.8** Providing planning surveys, site evaluations or comparative studies of prospective sites beyond that required in Section 1.1.3.1 above, such as, offsite detention and water quality analysis design, existing conditions surveys not related to the Project, site benchmarking, site feasibility studies and analysis, site planning surveys, hazardous materials surveys, and seismic studies or analysis beyond that needed for code compliance.
- 1.2.9** Providing site or environmental surveys, reports, applications or studies required for approvals of governmental authorities, or others having jurisdiction over the Project, which are not considered a part of Basic Services.
- 1.2.10** Providing measured drawings or evaluations of existing facilities and conditions where reasonable documentation does not exist, including load studies and capacity analysis.
- 1.2.11** Providing special services to verify the accuracy of drawings or other information furnished by Owner.
- 1.2.12** Providing interior design and other similar services limited to and required for or in connection with the selection, procurement or installation of furniture, furnishings and other related equipment not included in the Construction Documents.

- 1.2.13** Providing services of special consultants not included in Sections 1.4.1 and 1.4.2 of the Agreement when such services are reasonably required by the scope of the Project and specifically requested or agreed to by Owner. Special consultants could include consultants for clean room certification, agricultural, technology special equipment, vibration analysis, food service, theater, acoustical, audio/visual, exhibit design, specialty landscaping and irrigation, traffic analysis, commissioning, and environmental.
- 1.2.14** Providing detailed physical models, artistic renditions, videos or animations for presentations.
- 1.2.15** Providing independent energy analysis, independent models or derivatives of design models of for comparative analysis of energy usage.
- 1.2.16** Providing electronic models beyond that required (A) to represent details greater than 1/4"=1'0" scale or (B) by the Tennessee BIM Standards.
- 1.2.17** Providing more extensive representation at the site than is required by Owner in Section 1.1.7 above.
- 1.2.18** Providing additional inspections or services or attending additional meetings as a result of the Contractor:
- (A) significantly exceeding the contract time as modified, in which event the request for such additional services shall be provided coincident with the Contractor's invoice for Substantial Completion and shall not exceed the amount that would be due to the designer for such a time period of services should the fee for the Construction Phase be calculated on a monthly rate; or
- (B) failing to perform its duties so that Designer could perform its obligations under Section 1.1.8 above, (i) within the duration set forth after the Substantial Completion inspection performed pursuant to Section 1.1.7.9 above or (ii) in an efficient manner, in which event the request for such additional services shall be provided coincident with the Contractor's invoice for Final Completion.
- 1.2.19** Providing, supervising or observing activities associated with commissioning, retro-commissioning or re-commissioning of buildings or systems in excess of the requirements of Sections 1.1.7 and 1.1.8 above when required by Owner.
- 1.2.20** Providing excessive evaluations or on-site Project visits after final completion of the Work due to improper building operation by Owner, non-conforming work, or non-responsiveness by the Contractor to make required corrections.
- 1.2.21** Providing services and documentation necessary to comply with requirements of the US Green Building Council, Leadership in Energy and Environmental Design (LEED) or other similar programs that are in excess of the requirements of the Tennessee High Performance Building requirements (TN HPBr), should Owner request certification under such a program.
- 1.3 Miscellaneous**
- 1.3.1** All documents and services required under the Agreement shall be prepared or performed by, or under the direct supervision of professionals registered by the State of Tennessee in each discipline required by the scope of services. These registered professionals shall be employees of Designer's firm or of the consulting firms listed in the Agreement, and shall affix their seals in accordance with TCA § 62-2-102, et seq. Professionals in required disciplines not represented in Designer's firm shall be retained by Designer subject to the objection of, and without additional cost to, Owner.
- 1.3.2** Designer's consultants working in disciplines that require registered professionals shall maintain insurance coverage with the limits set forth in Sections 3.1.1 - 3.1.3 of the Agreement and professional liability insurance coverage with limits of \$1,000,000 per claim and \$1,000,000 annual aggregate. Designer shall ascertain that Designer's consultants maintain the insurance required by the Agreement. The consultants' insurance coverage shall be maintained from the date of the Agreement until four (4) years after the date of Substantial Completion of the Project.

- 1.3.3 Designer shall enter into agreements with its Consultants binding them to the appropriate Terms and Conditions of the Agreement.

Article 2 FEES AND COMPENSATION

2.1 Fees

- 2.1.1 Owner shall compensate Designer, in accordance with these Terms and Conditions and as set forth in the Agreement.
- 2.1.2 If the Basic Services Fee is paid as a lump-sum fee, the Basic Services Fee shall be the result of the "Basic Services Fee Formula" unless modified in accordance with these Terms and Conditions. The Basic Services Fee is further defined in Designer **Fee Computation Attachment** to the Agreement. The "Basic Services Fee Formula" is $35/\log P - 1.15$, wherein P is the MACC indicated in the Agreement, unless adjusted by agreement between Owner and Designer.
- 2.1.3 The Basic Services Fee Formula shall be adjusted as follows for the following types of projects:
- .1 For renovation projects affecting facilities of average complexity, the Basic Services Fee shall be 1.25 times the result of the Basic Services Fee Formula, unless adjusted to reflect the particular scope of the project by agreement of Owner and Designer in the Agreement or in a Supplement to the Agreement. A project shall not be considered to be in this category if the project's scope is limited to replacement of existing systems where the existing system is being completely removed or replaced without significant modifications.
 - .2 For projects to construct an addition on an existing facility where the renovation of the existing facility is not more than 25% of the cost of for construction of the project, the Basic Services Fee shall not exceed 1.10 times the result of the Basic Services Fee Formula.
 - .3 For projects comprised of more than one building type, the Basic Services Fee will be calculated by multiplying the result of the Basic Services Fee Formula applicable to each building type included in the project in proportion to its portion of the project, so long as such portion is greater than 25% of the total cost of for construction of the project.
 - .4 For projects requiring the utilization of multiple bid packages where the result will be separate construction contracts with Owner or will result in separate, noncumulative Guaranteed Maximum Prices from the same CM/GC, the Basic Service Fee will be separately calculated for each package using the MACC of the separate package multiplied by the percentage of the Basic Services affected.
 - .5 For projects comprised of repetitive buildings bid under a single construction contract, the Basic Services Fee will be adjusted to be the sum of the following fees: the fee for the first building (the "Basic Rate") will be the result of the Basic Services Fee Formula with the exception that P is the MACC of the first building; the fee for the second building will be 75% of the Basic Rate; the fee for additional buildings three (3) through ten (10) will be 50% of the Basic Rate; and the fee for each building above ten (10) will be negotiated.
 - .6 Owner and Designer may agree to a reduced or increased Basic Services Fee to reflect an appropriate adjustment for the effort and for revisions required to adapt a specific project.
- 2.1.4 The MACC and the calculation of the lump sum fee may be adjusted while services are being provided in the event of changes in scope or project execution or as a result of bids received for the costs of construction of the project.

2.2 Direct Personnel Expense

- 2.2.1 If required to be paid pursuant to the Agreement, Direct Personnel Expense includes that of individuals engaged on the Project by Designer, including architects, engineers, designers,

drafting technicians, specification writers, field administrators and clerical staff in consultation, research, design, production of drawings, specifications, and other documents pertaining to the Project, site visits and inspections of construction of the Project. Hourly rates shall be subject to prior written approval by Owner.

2.2.2 The term "Direct Personnel Expense" means the actual cost of the individual to the company, which may not exceed one hundred thirty nine percent (139%) of the individual's base salary. "Direct Personnel Expense" includes the cost of the individual's base salary and of mandatory and customary benefits such as statutory employee benefits, insurance, sick leave, holidays and vacations, pensions, and similar benefits.

2.3 Payments to Designer for Basic Services

2.3.1 As a guide for invoicing, payments of the Basic Services Fee to Designer shall not exceed the following percentages for the phases described below:

| | | |
|----|-------------------------------|-----|
| 1. | Program Verification Phase | 3% |
| 2. | Schematic Design Phase | 18% |
| 3. | Design Development Phase | 20% |
| 4. | Construction Document Phase | 30% |
| 5. | Bidding and Negotiation Phase | 2% |
| 6. | Construction Phase | 23% |
| 7. | Close-Out Phase | 4% |

2.3.2 Payments shall be as set forth below unless Owner and Designer agree to a different payment schedule for partial payments because of the length of the Project phase durations, but shall in no event be made more frequently than monthly. Designer shall not be due an interim payment or payment for a completed phase unless Owner agrees that Designer's progress is proportionate to the interim payment invoiced or has approved Designer's work for a phase.

- .1 Fee for Program Verification Phase shall be invoiced and payable upon completion and approval by Owner of this phase of Designer's work unless otherwise agreed to by Owner.
- .2 Fee for Schematic Design and Design Development Phases may be invoiced and payable in two (2) approximately equal payments for each phase in proportion to the progress of Designer's work, with the final payment for each phase being due after approval of the deliverables for such phase by Owner.
- .3 Fee for Construction Document Phase may be invoiced and payable in three (3) approximately equal payments in proportion to the progress of Designer's work, with the final payment being due after approval by Owner of final Construction Documents and any other information and approvals required for receiving bids on the Project.
- .4 Fee for the Bidding or Negotiation Phase will be invoiced and payable upon execution of the Construction Contract. Alternatively, should Owner choose not to award a Construction Contract nor to require redesign, payment for the Bidding or Negotiation Phase will become due and payable within 45 days following the receipt of a responsive and responsible bid within the MACC.
- .5 Fee for the Construction Phase shall be made monthly in proportion to the gross progress payments to the Contractor. Final payment for the Construction Phase fee will be invoiced and payable upon Substantial Completion of the Project. There shall be no deduction to Designer's payment for the Construction Phase even if the Contractor is not paid the full amount certified payable by Designer to Owner during the Construction Phase.
- .6 Fee for the Close-Out Phase will be invoiced and payable upon completion of the Final Certificate for Payment and all requirements of the Designers' Manual for Close-Out and Record Documents.

2.3.3 If the Project is suspended in writing by Owner for more than 45 consecutive days due to no fault of Designer prior to the commencement of the Construction Phase, the following shall apply. If the

Project is suspended for more than 45 consecutive days but less than 90 consecutive days, Designer shall be compensated for services completed prior to the date the suspension commenced. If the Project is suspended for 90 consecutive days or more, then Designer shall be compensated for services completed prior to the date the suspension commenced and for the resumption of services after the suspension is terminated. In the event that the suspension occurs prior to the completion of a phase that has commenced, then Designer's compensation for services completed prior to the date of the suspension shall be mutually agreed upon and based on the demonstrated services that have been completed and the percentage of the time remaining in the phase. If Designer is entitled to compensation for the resumption of services, then such amount shall be mutually agreed upon and based on documented additional costs incurred.

- 2.3.4 All approved payments to Designer shall be made within forty-five (45) days after being properly invoiced and payable in accordance with TCA Title 12, Chapter 4, Part 7.

2.4 Payments to Designer for Reimbursable Expenses

- 2.4.1 "Reimbursable Expenses" are expenses of Designer that will be compensated to Designer by Owner with no mark up and are limited to expenses expressly allowed in the Agreement and actually incurred by Designer and Designer's consultants while performing services under the Agreement. Reimbursable Expenses are paid to Designer in addition to compensation for Basic and Additional Services.

- 2.4.2 Travel expenses within the State of Tennessee are not reimbursable unless they are beyond the requirements of Basic Services and approved in advance by Owner in writing. Travel expenses to and from out-of-state locations directed by or approved in advance by Owner in writing, in connection with the Project, will be considered as reimbursable expenses. Reimbursement for allowable travel, meals, and lodging shall be in the amount of actual costs, subject to maximum amounts and limitations specified in the "State Comprehensive Travel Regulations" as they are amended from time to time.

- 2.4.3 If Owner elects to have Designer pay for advertisements for bids, such costs will be considered as reimbursable expenses.

- 2.4.4 The actual costs of printing and reproduction of the hard copy documents required in Section 1.1.8.2 and 1.1.10 are Reimbursable Expenses.

2.5 Payments to Designer for Additional Services

- 2.5.1 Amounts due to Designers for Additional Services shall be negotiated as a not to exceed amount billed at an hourly rate and paid in accordance with Sections 2.3.1, 2.3.2 or 2.5 of the Agreement, as applicable. Compensation for Additional Services shall not be payable to Designer unless prior to the time such Additional Services are rendered, Owner shall have approved by written agreement the payment to Designer for those Additional Services.

2.6 Miscellaneous Payment Provisions

- 2.6.1 Designer shall complete and sign an "Authorization Agreement for Automatic Deposits" (ACH Credits) Form and a W-9 Form prior to commencing work or invoicing Owner. These forms shall be provided by Owner. All payments to Designer under the Agreement shall be made through Owner's automated clearing house wire transfer system.

- 2.6.2 Owner reserves the right to deduct from amounts which are or shall be invoiced and payable to Designer under the Agreement or any other agreement between the State and Designer any amounts which are or shall become due and payable to Owner by Designer.

**Article 3
OWNER'S RESPONSIBILITY**

- 3.1 Owner shall provide adequate information regarding requirements for the Project, including a written program which shall set forth Owner's objectives and budget constraints and other criteria. If required by the Project type the program shall include a summary of all required spaces, related square footages, relationship of spaces, functional requirements, description of special features, and unique requirements. The program shall provide an allowance of square footage to compensate for the ratio between the net square footage to gross square footage. The program shall be in sufficient detail to allow Designer to carry out the design and shall align with Owner's budget constraints.
- 3.2 At the time of execution of the Agreement, Owner shall make available on-line to Designer the Designers' Manual that is consistent with the Agreement containing contract requirements of Owner and the provisions and requirements of the State of Tennessee.
- 3.3 Owner shall designate a representative authorized to act on Owner's behalf with respect to the Project. Owner shall render decisions and approve Designer's submittals in a timely manner to avoid unreasonable delay in the orderly and sequential progress of Designer's services.
- 3.4 Owner may make project site visits, may consult with Designer on issues, and may assist Designer in resolving issues related to the Project. Except as otherwise provided in the Agreement, or when direct communications have been specially authorized, Owner shall endeavor to communicate with the Contractor and Designer's consultants through Designer about matters arising out of or relating to the Agreement and the Contract Documents. Owner shall promptly notify Designer of any direct communications that may affect Designer's services.
- 3.5 Required Owner furnished information shall be made available to Designer as expeditiously as necessary for the orderly progress of the Work.
- 3.6 Prompt written notice shall be given by Owner to Designer if the authorized representative of Owner actually becomes aware of any fault or defect in the Project or nonconformance with the Contract Documents. However, failure to do so will not limit the responsibility of Designer and no approval by Owner or any other party shall relieve Designer of its responsibilities under the Agreement and these Terms and Conditions and for designing the Project in accordance with sound and accepted engineering and architectural practices.
- 3.7 If required for the Project, Owner shall coordinate the services of its own consultants with those services provided by Designer.
- 3.8 Owner shall provide Designer access to the Project site during the Basic Services phases prior to commencement of construction and shall obligate the Contractor to provide Designer access to the construction site during construction.

Article 4

TERMINATION OF AGREEMENT

- 4.1 **Termination of Agreement for Cause**
 - 4.1.1 If, through any cause, Designer shall fail to fulfill in timely and proper manner its obligations under the Agreement, or if Designer shall violate any of the covenants, agreements, or stipulations of the Agreement, Owner shall thereupon have the right to terminate the Agreement by giving twenty one (21) days written notice to Designer of such termination and specifying the effective date of termination. Owner may include in such notice of termination a request for corrective action or other restoration of performance, normally within fourteen (14) days, and stipulating that correction by Designer, which is satisfactory to Owner, may lead Owner to rescind the termination. At the option of Owner, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by Designer shall become Owner's property, and Designer shall be entitled to receive just and equitable compensation, calculated in accordance with Article 2 herein as applicable, for any satisfactory work completed on such documents and other materials. Owner may withhold any reasonable payments to Designer for the purpose of setoff until such time as the exact amount of damages due Owner from

Designer is determined. Designer shall not be responsible for the further use of documents and designs prepared by Designer that were incomplete and unsealed as of the time of termination.

- 4.1.2** If Owner fails to make payment to Designer in accordance with Section 2.14 of the Agreement, Designer may, upon fourteen (14) days' written notice to Owner, suspend performance of services under the Agreement. Unless payment in full is received by Designer within fourteen (14) days of the date of the notice, the suspension shall take effect without further notice. In the event of a proper suspension of services, Designer shall have no liability to Owner for delay or damage caused Owner because of such suspension of services. Failure of Owner to make payments to Designer in accordance with the Agreement shall be considered substantial nonperformance and cause for termination. In the event of a good faith dispute between Owner and Designer regarding whether, and to what extent, an amount is properly due, this Section 4.1.2 shall not be applicable.

4.2 Termination for Convenience of Owner

- 4.2.1** Owner may terminate the Agreement at any time, without cause, by providing written notice of termination to Designer. In that event, all finished or unfinished documents and other materials prepared by Designer in connection with the Agreement shall, at the option of Owner, become the property of Owner. If the Agreement is terminated by Owner as provided herein, Designer will be paid for the services in an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of Designer covered by the Agreement.

Article 5

PRACTICES AND PROHIBITIONS

5.1 Gratuities and Compensation from Contractors

- 5.1.1** Designer hereby agrees that neither it nor any of its employees or consultants shall offer or agree to offer gifts or gratuities to any employee of the State of Tennessee. Evidence of an offer of a gift or gratuity may be cause for termination of the Agreement and other penalties.
- 5.1.2** Designer agrees that neither it nor any of its employees or consultants shall accept gratuities or receive any compensation from the Contractor, subcontractors, or material suppliers involved in the construction of the Project. Designer shall notify each of its employees and all consultants of Designer's commitments under this provision of the Agreement. This provision expressly precludes any compensation to Designer, any employee or consultant of Designer, from the Contractor, subcontractors, or material suppliers involved in the construction of the Project for preparation of detail drawings, shop drawings, or checking shop drawings, or any other service for work performed by Designer under the Agreement.
- 5.1.3** Designer acknowledges its familiarity with and agrees to make its employees and consultants familiar with the requirements of Chapter 529 of the Public Acts of 1995, known as the "Lobbying Reform Act of 1995" and any amendments thereto.
- 5.1.4** No State appropriated funds have been paid or will be paid, by or on behalf of Designer, to any person for influencing or attempting to influence an officer and/or employee of an agency, a member of the Tennessee State Legislature, an officer and/or employee of the Tennessee State Legislature, and/or an employee of a member of the Tennessee State Legislature in connection with the awarding of the Agreement, and/or any State contract; and/or the extension, continuation, renewal, amendment, and/or modification of any State contract. Designer shall comply with all State laws and regulations relating to lobbying, including but not limited to, The Tennessee Ethics Commission Act of 2006, T.C.A. Sections 3-6-101. et.seq., and T.C.A. Section 2-10-127(a), and any successor acts or provisions thereof.

5.2 Employment Practices

- 5.2.1** Except to the extent permitted by Federal or State laws and regulations for a bona fide occupational qualification, Designer agrees as follows:
- 5.2.2** No person on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal and/or Tennessee State constitutional and/or statutory law, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of the Agreement, or in the employment practices of Designer. Designer shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places, available to all employees and applicants, notices of non-discrimination.
- 5.2.3** Designer will, in all solicitations for employees or job orders for employees placed with any employment agency, union, or other firm or agency, state that all qualified applicants will receive consideration for employment without regard to race, disability, creed, color, national origin, sex, or age. The utilization of the words "equal opportunity employer" in advertisements shall constitute compliance with this Section.
- 5.2.4** Designer warrants that no part of Designer's compensation shall be paid directly or indirectly to an employee or official of the State as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to Designer in connection with any work contemplated or performed under the Agreement. Designer acknowledges and agrees that the Agreement shall be null and void if Designer is, or within the past six (6) months has been, an employee of the State or if Designer is an entity in which a controlling interest is held by an individual who is, or within the past six (6) months has been, an employee of the State.
- 5.2.5** Designer will include the provisions of this Section 5.2 in every subcontract or purchase order for any and all goods and/or services provided in connection with the Agreement in the event of noncompliance by Designer with any of these nondiscrimination provisions of the Agreement, Owner shall have the right, at its option, to terminate the Agreement and obtain any remedies available at law or in equity.

5.3 Prohibition of Illegal Immigrants

- 5.3.1** The requirements of Tennessee Code Annotated, Section 12-3-309, et seq., addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the state of Tennessee, shall be a material provision of the Agreement, a breach of which shall be grounds for monetary and other penalties, up to and including termination of the Agreement.
- 5.3.2** Designer hereby attests, certifies, and assures that Designer shall not knowingly utilize the services of an illegal immigrant in the performance of the Agreement and shall not knowingly utilize the services of any consultant who will utilize the services of an illegal immigrant in the performance of the Agreement. Designer shall reaffirm this attestation, in writing, by submitting to Owner a completed and signed attestation form semi-annually during the period of the Agreement. Such attestations shall be maintained by Designer and made available to state officials upon request.
- 5.3.3** Prior to the use of any consultant in the performance of the Agreement, and semi-annually thereafter, during the period of the Agreement, Designer shall obtain and retain a current, written attestation that the consultant shall not knowingly utilize the services of an illegal immigrant to perform work relative to the Agreement and shall not knowingly utilize the services of any subconsultant who will utilize the services of an illegal immigrant to perform work relative to the Agreement. Attestations obtained from such consultants shall be maintained by Designer and made available to state officials upon request.
- 5.3.4** Designer shall maintain records for all personnel used in the performance of the Agreement. Said records shall be subject to review and random inspection at any reasonable time upon reasonable notice by Owner.

- 5.4.5 Designer understands and agrees that failure to comply with this Section Prohibition of Illegal Immigrants will be subject to the sanctions of Tennessee Code Annotated, Section 12-3-309, et seq. for acts or omissions occurring after its effective date.
- 5.3.6 For purposes of the Agreement, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a lawful permanent resident, or a person whose physical presence in the United States is authorized or allowed by the federal Department of Homeland Security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Agreement.
- 5.4 Conflicts of Interest**
- 5.4.1 Designer shall, at all times, conduct and carry out its duties and responsibilities in a manner intended to avoid Organizational Conflicts of Interest and to uphold high ethical standards which serve to:
- .1 Promote full and open competition, integrity, and transparency in the procurement and contracting process in which Designer participates;
 - .2 Prevent persons from obtaining an unfair competitive advantage in the procurement and contract process in which Designer participates;
 - .3 Promote an environment conducive to other parties providing services to the State in connection with the Project in an impartial and objective manner; and
 - .4 Protect the validity of the State's contracts, protect the State's interests, and protect the State's confidential and sensitive information.

Article 6

MISCELLANEOUS PROVISIONS

6.1 Ownership of Documents

- 6.1.1 Upon completion or termination of the Agreement, the documents provided by Designer to Owner as instruments of professional services shall be the property of the State of Tennessee, and may be used again by Designer only for the benefit of the State and on authority of the State Building Commission. Originals of these documents may remain in the files of Designer. Designer and Designer's consultants may reuse any portion of the work prepared for this Project for other projects. Except as set forth in the Agreement or any subsequent agreements between Designer and Owner, Designer shall have no liability for any future use by Owner of the instruments of professional service provided by Designer under the Agreement where Designer is not engaged to provide services for such future use.

6.2 Designer's Accounting Records

- 6.2.1 Designer shall maintain documentation for all charges against the State under the Agreement. The books, records and documents of Designer, insofar as they relate to work performed or monies received under the Agreement, shall be maintained for a period of five full years from the date of the final payment, and shall be subject to audit and inspection, at any reasonable time and upon reasonable notice, by Owner or the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be maintained in accordance with generally accepted accounting principles.

6.3 Successors and Assigns

- 6.3.1 Neither Owner nor Designer shall assign, sublet, or transfer its interest in the Agreement without the written consent of the other. Owner and Designer each binds itself, its partners, successors, assigns, and legal representatives to the other party of the Agreement and to the partners,

successors, assigns, and such other legal representatives of such other party in respect to all covenants of the Agreement.

6.4 Extent of the Agreement

6.4.1 The Agreement represents the entire and integrated agreement between Owner and Designer and supersedes all prior negotiations, representations or agreements, either written or oral. The Agreement may be amended only by written instrument signed by both Owner and Designer. Owner is not bound by the Agreement until it is approved by the appropriate State officials as indicated on the signature page of the Agreement. The Agreement may be amended only by obtaining the signature of officials hereto or as may be allowed by State Building Commission Policy & Procedures.

6.5 General Terms

6.5.1 Designer agrees, to the fullest extent permitted by law and to the extent of Designer's required insurance coverage, to indemnify and hold Owner harmless from and against damages, liabilities and costs (including, to the extent allowable by law, reasonable attorney's fees) to the extent caused by the negligent acts, errors or omissions of Designer, the Design Team or anyone for whom Designer or Design Team is legally responsible in the performance of professional services pursuant to the Agreement.

6.5.2 Designer waives all claims against Owner for consequential and incidental damages.

6.5.3 The failure of either party at any time to demand performance of the Agreement shall not be deemed a waiver thereof. Each party may at any time demand performance of the Agreement.

6.5.4 The provisions of the Agreement are severable, and if any part of it is found to be unenforceable, the other parts shall remain fully valid and enforceable.

6.5.5 The Agreement may be executed in any number of counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument. Execution of an electronic, scanned or facsimile copy shall have the same force and effect as execution of an original. Electronic, scanned or facsimile signatures shall have the same force and effect as original signatures.

6.5.6 The Agreement shall be construed and enforced in accordance with the laws of the State of Tennessee, without regard to its choice of law provisions, and any disputes arising therefrom or related thereto shall be determined by a commission or state court of competent jurisdiction in Davidson County, Tennessee. Designer acknowledges and agrees that any rights or claims against the State, or its employees, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies available under T.C.A. §9-8-101 through §9-8-407.

6.5.7 Designer understands the importance to Owner of completing Designer's services within the durations specified in the Agreement and acknowledges that if delays in providing services under the terms of the Agreement have a negative impact on Owner, Owner shall have the right to seek compensation from Designer for the expenses, costs, damages and claims associated with such negative impact.

6.5.8 In accordance with the applicable standard of care, Designer shall endeavor to comply with all applicable Federal and State laws and regulations in the performance of the Agreement.

6.5.9 Designer shall pay all taxes incurred by Designer in Designer's performance of the Agreement.

6.5.10 Owner shall have no liability except as specifically provided in the Agreement.

6.5.11 Designer and Owner agree to work together in good faith to resolve any disputes that may arise during the term of the Agreement at the lowest level possible and may engage in non-binding mediation in an attempt to resolve any disputes.

6.5.12 All claims and legal notices required under the Agreement shall be in writing and delivered by personal delivery or by certified U.S. mail, return receipt requested, or a nationally recognized

overnight courier service, postage and charges prepaid, addressed to the parties at their addresses as set in the Agreement, and shall be effective when received.

6.5.13 Designer shall comply with all applicable registration requirements contained in T.C.A. §67-6-601 et seq. Compliance with applicable registration requirements is a material requirement of the Agreement.

6.5.14 The bid target is an integral component of the "budget" as that term is used in these Terms and Conditions. The bid target is the portion of the budget that Designer is to use as the targeted cost of the work under their responsibility for design.

6.6 Subject to Funds Availability

6.6.1 The Agreement is subject to the appropriation by the General Assembly and availability of funds. In the event the General Assembly fails to appropriate funds, reduces an appropriation, or the funds are otherwise unavailable, then the Agreement shall terminate, at Owner election, as if Owner executed its rights to terminate for convenience under Section 4.2 above.

6.7 Definitions

6.7.1 "Work" shall mean the work of the construction contractor pursuant to the Construction Contract.

6.7.2 "Contract Documents" means, collectively, the Construction Documents and the Construction Contract.

6.7.3 "Organizational Conflicts of Interest" means a circumstance arising out of a Designer's relationship with the State, a circumstance arising out of a Designer's existing or past activities, business or financial interests, familial relationships, contractual relationships, and/or organizational structure (i.e., parent entities, subsidiaries, Affiliates, etc.) that results in:

- .1 Impaired Objectivity of Designer;
- .2 An Unfair Competitive Advantage;
- .3 Biased Ground Rules; and/or
- .4 A perception or appearance of impropriety, as determined by a member of the State Building Commission or the State Architect, with respect to any of the State's procurements or contracts, or a perception or appearance of Unfair Competitive Advantage with respect to a State procurement.

As used in the above definition, the following terms shall have the following meanings: "Impaired Objectivity", "Unfair Competitive Advantage"; and "Biased Ground Rules" are defined in the By-laws, Policy and Procedure of the State Building Commission, Item 12.

6.7.4 Any other capitalized terms used but not defined herein shall have the meaning ascribed to such capitalized term in the Agreement, these Terms and Conditions or the Designers' Manual.

Attachment C

Complex Projects and Complexity Factors

| | Group 1 (Above Average Complexity) | Group 2 (Moderately Higher Complexity) | Group 3 (Considerably Greater Complexity) |
|---|--|--|--|
| Standard Complexity Factor | 1.10 | 1.20 | 1.30 |
| Renovation Complexity Factor | 1.30 | 1.40 | 1.50 |
| Scope Definition | Projects of specialized character or design with minor specialization | Projects of specialized character and design, containing large amounts of complex equipment | Projects of unique or detailed character, requiring elaborate planning and execution and devoid of repetition |
| Sample Projects for this Group | Auditoriums Control Centers Detention/Correction – Minimum or Medium Extended Care Facilities Fish Hatcheries Dining Halls with Food Preparation Facilities Historical Facilities Requiring Complete Restoration Libraries Medical Office Facilities & Clinics Mental Institutions – Non-Secure Non-Science Laboratory Nursing Homes Specialized Classroom Buildings Stadiums / Arenas Swimming Pool | Aquariums Archive Buildings Art Galleries Broadcast Studios Detention/Correction Facilities – Maximum Basic Science Laboratory Mental Institutions Observatories Theater- No Working Stage Veterinary Clinic Basic Music School Food Preparation and Service Area (Kitchens) Natatoriums | Laboratory-Biosafety Medical Hospitals Medical Research Buildings Museums Performing Arts Center Advanced Music School Advanced Science Laboratory Vivarium |

| | | Agree | Disagree | New Contract Reference | STREAM Draft Language / Terms & Conditions Reference |
|----|---|-------|----------|--|--|
| 1 | Feasibility studies and analysis | X | | 1.2.8 1.2.9 1.2.6 | Feasibility studies and analysis over and above that which might normally be required to fulfill 2-1-10 thru 2-1-12 of SBC-6a. |
| 2 | Value analysis and life cycle cost analysis | X | | | Comprehensive value analysis and system-wide or building-wide life cycle cost analysis and associated reports. |
| 3 | Assistance with grant and funding applications | X | | 1.2.7 | Included in 2-2-6 of SBC-6a. |
| 4 | Facility programming | X | | 1.2.6 | Development of detailed facility programming, beyond that which is required in 2-1-8 of SBC-6a. |
| 5 | Master planning | X | | 1.2.13 | This services is almost always done as a separate contract. In the rare cases when it may be requested, it would be considered as a part of 1.2.13 |
| 6 | Soils investigations and reports and geotechnical services | X | | 1.1.9.5 | Included in 2-1-1b of the SBC-6a. |
| 7 | Surveys such as topographic, boundary, vegetation improvements, or utilities | X | | 1.1.9.5 | Included in 2-1-1b of the SBC-6a. |
| 8 | Existing facilities analysis | X | | 1.2.6 (need to add "existing facilities") | Existing facilities analysis over and above that which might normally be required to fulfill 2-1-10 of SBC-6a. |
| 9 | ADA compliance consultant-independent consultant if required by the state | X | | 1.2.13 | ADA compliance consultant by an independent consultant, but only if such is required or requested by the Owner. |
| 10 | Revisions required by new codes, laws, or regulations after completion of design work | X | | 1.2.2.2 | Included in 2-2-1 of the SBC-6a. |
| 11 | Measured drawings of existing facilities | X | | 1.2.10 | Included in 2-2-9 of the SBC-6a. |
| 12 | Environmental assessments | X | | 1.2.9 1.1.9.5 | Included in 2-2-8 of the SBC-6a. |
| 13 | Storm water management permitting | X | | 1.2.8 | Storm water management permitting beyond grading and drainage design and calculations. |
| 14 | Environmental and site permitting | X | | 1.2.8 | Environmental and site permitting beyond grading and drainage design and calculations. |
| 15 | Clean room certification | X | | 1.2.13 | Clean room certification by specialty consultant , but only if such is required or requested by the Owner. |
| 16 | Agricultural consultant | X | | 1.2.13 | If the scope of services of the project is such that an agricultural consultant is not the primary project focus/lead Designer and only if such is required or requested by the Owner. |
| 17 | Storm water third-party reviews for municipal separate storm sewer system (MS4) locations | X | | 1.2.8 1.2.9 | Storm water third-party reviews for municipal separate storm sewer system (MS4) locations beyond grading and drainage design and calculations. |
| 18 | Detention and water quality analysis (Engr-3)-beyond basic services requirements | X | | 1.2.8 1.2.9 | Included in 2-2-8 of the SBC-6a. |

| | | | | | |
|----|---|---|--|---------|--|
| 19 | Technology special equipment consultant | X | | 1.2.13 | Technology special equipment consultant, but only if such is required or requested by the Owner. |
| 20 | Vibration analysis consultant | X | | 1.2.13 | Vibration analysis specialty consultant , but only if such is required or requested by the Owner. |
| 21 | Electromagnetic interference (EMI) and RF interference (RFI) analysis | X | | 1.1.9.5 | Included in 2-1-1b of the SBC-6a. |
| 22 | Radon surveys | X | | 1.1.9.5 | Included in 2-1-1b of the SBC-6a. |
| 23 | Food service consultation | X | | 1.2.13 | If the scope of services of the project is such that a food service consultant is not not the primary project focus/lead Designer and only if such is required or requested by the Owner. |
| 24 | Theater consultation | X | | 1.2.13 | If the scope of services of the project is such that an theater consultant is not not the primary project focus/lead Designer and only if such is required or requested by the Owner. |
| 25 | Acoustical consultation | X | | 1.2.13 | If the scope of services of the project is such that an acoustical consultant is not the primary project focus/lead Designer and only if such is required or requested by the Owner. |
| 26 | Audio/visual consultation | X | | 1.2.13 | If the scope of services of the project is such that an audio/visual consultant is not the primary project focus/lead Designer and only if such is required or requested by the Owner. |
| 27 | Exhibit design | X | | 1.2.13 | If the scope of services of the project is such that an exhibit design consultant is not the primary project focus/lead Designer and only if such is required or requested by the Owner. |
| 28 | Landscape and irrigation consultation | X | | 1.2.13 | If the scope of services of the project is such that an landscape and irrigation consultant is not the primary project focus/lead Designer and only if such is required or requested by the Owner. |
| 29 | Interior design, furnishings, landscaping, and artscaping | X | | 1.2.12 | Included in 2-2-12 of the SBC-6a. |
| 30 | Site-specific seismic studies | X | | 1.1.9.5 | Included in 2-1-1b of the SBC-6a. |
| 31 | Comprehensive CPM Scheduling | X | | 1.2.13 | Development of comprehensive construction phase Critical Path Method scheduling only if such is required or requested by the Owner. |
| 32 | Documents prepared and services performed during any and all design phases for multiple component construction packages | X | | 2.1.3.4 | Included in 1-3(e) of the SBC-6a. |
| 33 | Documents prepared and services performed during any and all design phases for separate proposal packages requested by the state agency | X | | 2.1.3.4 | Included in 1-3(e) of the SBC-6a. |
| 34 | Computer-modeled energy analysis other than required by building code | X | | 1.2.15 | Included in 2-2-14 of the SBC-6a. |

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|----|---|--------------|---|---------------|--|
| 35 | Traffic analysis | X | | 1.2.13 | If the scope of services of the project is such that a traffic consultant is not the primary project focus/lead Designer and only if such is required or requested by the Owner. |
| 36 | Hazardous materials consultation and surveys | X | | 1.2.8 | Included in 2-2-8 of the SBC-6a. |
| 37 | Renderings, models, and video animations | X | | 1.2.14 | Included in 2-2-14 of the SBC-6a. |
| 38 | Changes to scope, size, or complexity | X | | 1.2.2.1 | Included in 2-2-1 of the SBC-6a. |
| 39 | Commissioning | X | | 1.2.19 | If the scope of services of the project is such that a commissioning consultant is not the primary project focus/lead Designer and only if such is required or requested by the Owner. |
| 40 | Commissioning support | X | | N/A | |
| 41 | Commissioning-witnessing functional performance tests | X | | 1.2.19 | Witnessing of functional performance tests performed by the commissioning consultant for the entire process or beyond routine observation of the commissioning activities (without certifying). |
| 42 | Environmental IEQ/IAQ commissioning | X | | 1.2.19 | If the scope of services of the project is such that an environmental commissioning consultant is not the primary project focus/lead Designer and only if such is required or requested by the Owner. |
| 43 | Leadership in Energy and Environmental Design (LEED) process support | X | | Need Language | Providing services and documentation necessary to comply with requirements of the US Green Building Council, Leadership in Energy and Environmental Design (LEED) or other similar programs that are in excess of the requirements of the Tennessee High Performance Building requirements (TN HPBr), should the State request certification under such a program. |
| 44 | Full-time construction inspection provided by the designer | X | | 1.2.17 | Included in 2-2-15 of the SBC-6a. |
| 45 | Program management services | X | | 1.2.13 | Program Management services, but only if such is required or requested by the Owner. |
| 46 | Designing replacement work for damaged work | X | | 1.2.3 | Included in 2-2-2 of the SBC-6a. |
| 47 | Post-occupancy observations and evaluations | X | | 1.2.20 | Post-occupancy observations and evaluations above and beyond punch list items and one-year warranty inspection, but only if such is required or requested by the Owner. |
| 48 | Facility operation services, such as operation and maintenance manual training coordination | X | | 1.2.20 | Facility operations services, over and above basic coordination of normal one time operations & maintenance manuals training, but only if such is required or requested by the Owner. |
| 49 | Load studies, either mechanical or electrical, requiring metering or beyond the immediate renovation area | X | | 1.1.9.5 | Included in 2-1-1b of the SBC-6a. |
| 50 | Reliability analysis, either mechanical or electrical | X | | 1.1.9.5 | Included in 2-1-1b of the SBC-6a. |
| 51 | Phased construction | | X | N/A | Delete per STREAM's Request |

| | | | | | |
|---------------|--|---|---|------------------|--|
| 52 | Environmental work, which requires a hazardous waste consultant hired by the designer | X | | 1.2.8 | Included in 2-2-8 of the SBC-6a. |
| 53 | Zoning board meetings | X | | 1.2.5 | Included in 2-2-4 of the SBC-6a. |
| 54 | Nonstate government hearings or meetings, if requested by the state agency | X | | 1.2.5 | Included in 2-2-4 of the SBC-6a. |
| 55 | Other specialty design consultants | | X | 1.2.13 | Delete per STREAM's Request |
| 56 | BIM above LOD 300, as defined by the AIA | X | | 1.2.16 | Building information modeling (BIM) deliverables at a higher level of development, required by the Owner, above the American Institute of Architects (AIA) level of development (LOD) 300; requests for additional embedded data in a model, such as COBie or other formats, whether data-based or geometrically based; Owner requested software licenses; and model development and enhancement during the construction phase excluding typical as-built or post-construction documentation requirements. |
| 57 | Facilities management services including, but not limited to, developing database information | X | | | Facilities Management services, but only if such is required or requested by the Owner. |
| 58 | Graphic design and branding | X | | 1.2.13 | Graphic design and branding services, but only if such is required or requested by the Owner. |
| 59 | Material revisions in documents inconsistent with written approvals or instructions | X | | 1.2.2.1 | Included in 2-2-1 of the SBC-6a. |
| 60 | Services required by general contractor or subcontractor defects requiring significant investigation or redesign | X | | 1.2.4 | Included in 2-2-3 of the SBC-6a. |
| 61 | Services necessary to verify the accuracy of drawings or other information furnished by the state agency | X | | 1.2.11 | Included in 2-2-11 of the SBC-6a. |
| 62 | Extensive construction services caused by significant general contractor, subcontractor, or state agency impact | X | | 1.2.18 | Included in 2-2-15 of the SBC-6a. |
| 63 | Providing record documents beyond the requirements in the designer's manual | X | | 1.1.8.2 2.2.4 | Included in 2-2-18 of the SBC-6a. |
| 64 | Services required as a result of default of a general contractor or subcontractor | X | | 1.2.18 | Included in 2-2-15 of the SBC-6a. |



MINUTES OF A MEETING OF THE
TENNESSEE BOARD OF ARCHITECTURAL AND ENGINEERING EXAMINERS
Davy Crockett Tower
Nashville, Tennessee
Thursday, August 11, 2016

CALL TO ORDER

Susan Ballard, Chair, called the regular meeting of the Tennessee Board of Architectural and Engineering Examiners to order at 9:00 a.m. on August 11, 2016, at the Davy Crockett Tower, in Nashville, Tennessee. A quorum was declared present.

The following **Board members** were present:

| | |
|----------------------|--------------------------------|
| Susan Ballard | Registered Interior Designer |
| Hal Balthrop | Professional Engineer |
| Robert Campbell, Jr. | Professional Engineer |
| Jerome Headley | Registered Architect |
| Susan Maynor | Public Member |
| Blair Parker | Registered Landscape Architect |
| Rick Thompson | Registered Architect |
| Frank Wagster | Registered Architect |

The following **Board member** was absent:

| | |
|------------|-----------------------|
| Philip Lim | Professional Engineer |
|------------|-----------------------|

The following **Associate Engineer members** were present:

| | |
|----------------|-----------------------|
| Stephen King | Professional Engineer |
| Laura Reinbold | Professional Engineer |
| Ricky Bursi | Professional Engineer |

The following **Board staff** was present:

| | |
|-----------------|--------------------------|
| John Cothron | Executive Director |
| Sundra Dunlap | Administrative Assistant |
| Wanda Garner | Administrative Assistant |
| Benjamin Glover | Legal Counsel |
| Zack Nitzschke | Paralegal |
| Wanda Phillips | Office Manager |

The following **guests** were present for part or all of the meeting:

Kasey Anderson, Tennessee Society of Professional Engineers/American Council of Engineering Companies of Tennessee (TSPE/ACEC-TN)
Don Baltimore, Tennessee Interior Designer Coalition (TIDC)
Ashley Cates, American Institute of Architects-Tennessee (AIA-TN)
Chris Gwaltney, P.E., representing the American Society of Civil Engineers (ASCE) Tennessee Section

Nathan Ridley, American Society of Landscape Architects TN (ASLA-TN)
Larry Cheng, Legal Intern, Department of Commerce and Insurance
Rachel Powers, Program & Policy Development Director, Department of Commerce and Insurance
Anthony Glandorf, Chief Counsel, Regulatory Boards Division

Ms. Ballard introduced Blair Parker as the new Landscape Architect Board member, and announced that she has been reappointed to the Board. She also thanked Hal Balthrop for his service on the Board.

CONSENT AGENDA (attached)

Motion was made by Mr. Headley and seconded to approve the minutes of the June 2, 2016 meeting. The motion passed unanimously.

Motion was made by Mr. Headley and seconded to approve the Complaints for Board Decision. The motion carried unanimously.

PROFESSIONAL SOCIETY REPORTS

Kasey Anderson, Don Baltimore, Ashley Cates and Nathan Ridley reported on the activities of the TSPE/ACEC-TN, TIDC, AIA-TN and ASLA-TN respectively.

Susan Maynor arrived at 9:14 a.m.

LEGAL CASE REPORT (presented by Ben Glover) (attached)

1. *Case No. 2016007171* *Complaint #201600717*
Motion was made by Mr. Thompson and seconded to close the case. The motion passed unanimously.
2. *Case No. 2016017691* *Complaint #201601769*
Motion was made by Mr. Balthrop and seconded to authorize a Consent Order with a one thousand dollar (\$1000) civil penalty and a requirement to take and pass the Board's law and rules exam within ninety (90) days of execution of the Consent Order. The motion passed unanimously.
3. *Case No. 2016035311* *Complaint #201613531*
Motion was made by Mr. Headley and seconded to authorize a Consent Order with a five hundred dollar (\$500) civil penalty and a requirement to take and pass the Board's law and rules exam within ninety (90) days of the execution of the Consent Order. The motion passed unanimously.
4. *Case No. 2016139601* *Complaint #201603960*
Motion was made by Mr. Headley and seconded to authorize a Consent Order with a five hundred dollar (\$500) civil penalty and a requirement to take and pass the Board's law and rules exam within ninety (90) days of the execution of the Consent Order. The motion passed unanimously.
5. *Case No. 2016044771* *Complaint #201604477*
Motion was made by Mr. Campbell and seconded to authorize a Consent Order with a five hundred dollar (\$500) civil penalty and a requirement to take and pass the Board's law and rules exam within ninety (90) days of the execution of the Consent Order. The motion passed unanimously.

6. *Case No. 2016026391*

Complaint #201602639

Motion was made by Mr. Balthrop and seconded to authorize a Consent Order with a five hundred dollar (\$500) civil penalty and a requirement to take and pass the Board's law and rules exam within ninety (90) days of the execution of the Consent Order. The motion passed unanimously.

7. *Case No. 20150221771*

Complaint #2015022177

Mr. Glover presented a proposed agreement in which the Respondent would agree to a voluntary surrender of his/her certificate of registration without an admission of guilt. The Board had previously authorized a Consent Order with a \$9,250 civil penalty and a requirement to take and pass the Board's law and rules exam.

Motion was made by Mr. Wagster and seconded to reject the counteroffer made by the Respondent. The motion passed unanimously.

Motion was made by Mr. Balthrop and seconded to authorize a Consent Order in which the respondent would pay the original proposed civil penalty, admit to the allegation, and voluntarily surrender his/her certificate of registration. The motion failed with seven Board members voting against the motion and Mr. Headley voting for it.

DIRECTOR'S REPORT

Mr. Cothron reported his activities and those of his staff and Board members.

Complaint Data was presented for informational purposes only. (attached)

Legislative Update

Mr. Cothron noted that he recently received an inquiry from the Counsel for the Senate Judiciary Committee regarding the reintroduction of a bill allowing persons holding a master's degree in engineering to qualify for engineer registration. He also reported on the following legislative requests:

- The Department of Commerce and Insurance is receptive to a proposal to change the requirement in the law for engineer intern certification in order to qualify for engineer registration to read that applicants must have passed the Fundamentals of Engineering examination.
- It has been determined that a law change is not required in order to change the exam application process for architects and landscape architects to allow candidates to apply directly to the National Council of Architectural Registration Boards (NCARB) and the Council of Landscape Architectural Registration Board (CLARB). This change can be accomplished by amending the rules.
- The department has elected not to pursue a legislative proposal to amend the law to state that credit for sections of the Architect Registration Exam or the Landscape Architect Registration Exam will be retained in accordance with the policies of NCARB and CLARB.

GRANTS COMMITTEE REPORT

The Grants Committee, through Mr. Wagster, moved to accept revisions made to the Grant Guidelines (attached). The motion passed unanimously.

The minutes of the Grants Committee meeting follow these minutes.

ENGINEER COMMITTEE REPORT

The Engineer Committee, through Mr. Balthrop, reported on topics discussed. The minutes of the Engineer Committee meeting follow these minutes.

ARCHITECT COMMITTEE REPORT

The Architect Committee, through Mr. Thompson, stated that the Committee had discussed the Mutual Recognition Arrangement with Australia and New Zealand Letter of Undertaking. He then yielded to Chief Council Anthony Glandorf who reported his concerns with the document.

Motion was made by Mr. Headley and seconded to direct Mr. Glandorf and his staff to further research the Mutual Recognition Arrangement with Australia and New Zealand Letter of Undertaking and report at the October meeting. The motion passed unanimously.

The minutes of the Architect Committee meeting follow these minutes.

UNFINISHED BUSINESS

- *Action Items* (attached)
The action items taken from the June meeting were reviewed and the required action had either been taken or is in process.

Legal review of the *Reference Manual* and an opinion on the submission of historical data and hourly rates in response to a Request for Qualifications (RFQ) is pending.

- *Rules Update*
Mr. Glover reported on the status of rules approved by the Board in February 2016. Proposed rule changes regarding the application process for architect and landscape architect exam applicants will be presented in October.

NEW BUSINESS

- *Qualifications-Based Selection and Basic Services*
Following a discussion of the appropriateness of including additional services in responding to a Request for Qualifications, the Board requested that Peter Heimbach, the State Architect, be invited to appear at the December Board meeting to discuss this issue. Mr. Bursi volunteered to draft questions and comments regarding qualifications-based selection and additional services for review by the Board's legal counsel and discussion at the October meeting.
- *Committee Assignments*
The Chair updated committee assignments:
 - ✓ Mr. Parker was appointed as Chair the Landscape Architect Committee and asked to replace Mr. Lockwood on the following committees: Grants to Higher Education; Law and Rules/Policies; Publications; Licensure Outreach; Nominations; and Continuing Education.
 - ✓ Ms. Reinbold was appointed as Chair of the Engineer Committee.
 - ✓ Mr. King was appointed as Chair of the Licensure Outreach Committee.
- *October Meeting Agenda* (attached)
Mr. Cothron reviewed the Retreat Agenda.

Ms. Reinbold suggested that the Publications and Licensure Outreach Committees meet together.

The Chair asked Mr. Bursi to facilitate the discussion regarding alternative procurement/delivery methods.

- *2017 Meeting Schedule* (attached)
Motion was made by Ms. Maynor and seconded to accept the proposed 2017 Meeting schedule. The motion passed unanimously.
- *Report on 2016 National Council Architectural Registration Boards (NCARB) Annual Meeting* (attached)
A written report of the 2016 NCARB Annual Meeting was submitted.
- *Authorization of Travel and Speakers*
Motion was made by Mr. Headley and seconded to authorize Ms. Reinbold to participate in a decoupling panel discussion at the Tennessee Engineers' Conference on September 16. The motion passed unanimously.

The meeting adjourned at 12:08 p.m.

ATTACHMENTS



MINUTES
BOARD OF ARCHITECTURAL AND ENGINEERING EXAMINERS
ENGINEER COMMITTEE MEETING
Davy Crockett Tower
Nashville, Tennessee
Wednesday, August 10, 2016

CALL TO ORDER

Hal Balthrop, P.E., Committee Chair, called the Engineer Committee meeting to order at 1:04 p.m. on August 10, 2016, in Room 1-B of the Davy Crockett Tower at 500 James Robertson Parkway, Nashville, Tennessee.

The following **Engineer Board members** were present:

| | |
|-----------------------|----------------------------|
| Hal Balthrop, P.E. | Chair, Middle TN Member |
| Robert Campbell, P.E. | East TN Member |
| Ricky Bursi, P.E. | West TN Associate Member |
| Stephen King, P.E. | East TN Associate Member |
| Laura Reinbold, P.E. | Middle TN Associate Member |

A quorum was present.

The following **Board staff** was present for part or all of the meeting:

| | |
|-----------------|------------------------|
| John Cothron | Executive Director |
| Benjamin Glover | Legal Counsel |
| Zack Nitzschke | Paralegal |
| Wanda Phillips | Administrative Manager |

Visitors present: Chris Gwaltney, P.E., representing the American Society of Civil Engineers (ASCE), Tennessee Section, and Kasey Anderson, Tennessee Society of Professional Engineers/American Council of Engineering Companies of Tennessee (TSPE/ACEC-TN).

NEW BUSINESS

APPLICATIONS AND AUDITS FOR DISCUSSION

- **Alsaddeeg Yousef Alzarough** (Exam) – Following discussion of the applicant’s education and experience, committee members agreed to approve the applicant to sit for the Principles and Practice of Engineering (PE) exam.
- **Phillip Ray Buell** (Exam) – Following discussion of the applicant’s experience, committee members agreed to approve the applicant to sit for the PE exam.
- **Prithwi Kumar Das** (Comity) – Following discussion of the applicant’s education and experience, committee members agreed to approve the application.
- **Stephen Kyle Hammon** (Exam) – Following discussion of the applicant’s experience, committee members agreed to approve the applicant to sit for the PE exam.
- **Boone Stephen Hillenbrand** (Exam) – Following discussion of the applicant’s experience, committee members agreed to approve the applicant to sit for the PE exam.
- **James Kenney** (Potential Exam Applicant) – Mr. Kenney requested guidance from the committee regarding applying for the PE exam without direct supervision by a PE. The committee concluded that they would need more information regarding his experience in order to provide guidance.
- **Gary Wayne Martin** (Reapply) – Following discussion of the applicant’s practice on an expired license, committee members agreed to approve the reapplication.
- **Robert Chad Sullivan** (Exam) – Following discussion, committee members agreed to approve the applicant to sit for the PE exam.
- **Philip Joseph Watkins** (Exam) -- Following discussion, the committee requested additional detail on the applicant’s cooperative education experience and on the duration and number of engineering projects.

NCEES ANNUAL MEETING MOTIONS

Motions to be presented at the 2016 National Council of Examiners for Engineering and Surveying (NCEES) Annual Meeting were reviewed. The following motions prompted discussion and/or action:

- Finance Committee Motion 3—Moves that Financial Policy 7 be amended to set the computer-based PE exam price at \$375 and to require that all examination fees be paid directly to NCEES. The committee agreed to support this motion.
- Special Committee on Bylaws Motions 7-12—Move to amend the *Bylaws* regarding International Affiliate Organizations. The NCEES Board of Directors (BOD) did not endorse these motions, and the committee agreed to oppose them.
- Advisory Committee on Council Activities (ACCA) Motion 1—Moves to amend Financial Policy 3 regarding travel requirements for the NCEES president and president-elect. The NCEES BOD did not endorse this motion, and the committee agreed to oppose it.
- ACCA Motion 8—Moves that a Special Committee on Bylaws be charged with amending the *Bylaws* regarding the election and terms of office of the NCEES Treasurer. The NCEES BOD did not endorse this motion, and the committee agreed to oppose it.
- ACCA Motion 9—Moves that a Special Committee on Bylaws be charged with amending the *Bylaws* section regarding vacancies in the office of Treasurer. The committee agreed to support this motion.
- Uniform Procedures and Legislative Guidelines (UPLG) Motion 12—Moves that the *Model Law* and *Model Rules* be amended to add language for structural engineers parallel to that of professional engineers and professional surveyors. The committee agreed to oppose this motion.
- Financial Reserves Task Force Motion 1—Moves that a Special Committee on Bylaws be charged with creating a standing Reinvestment Committee, which would be authorized to award up to 5 percent of invested reserves each year to support the mission and vision of NCEES. The NCEES BOD opposed this motion based on legal advice that NCEES fiduciary responsibilities belong to the BOD in accordance with the SC Nonprofit Corporation Act. The committee agreed to oppose this motion.
- Northeast Zone Resolution—Resolves that the NCEES BOD remove the automatic approval option that was approved at the February 2016 BOD meeting, which allows applicants to sit for the professional exams after attesting to meeting the selected board's requirements, and create a task force or special committee to study this issue further. The NCEES BOD did not endorse, in part because some member boards had requested for this option to be available. The committee agreed to oppose this motion.
- Southern Zone Resolution—Resolves that Financial Policy 4 be amended to provide additional funding for zone meetings for zones with attendance above 75 members. The committee agreed to support this motion.
- Education Committee Motion 5—Moves that UPLG be charged with amending the *Model Rules* regarding experience to state, "Experience credit for a graduate degree cannot be earned concurrently with work experience credit." Mr. Campbell and Ms.

Reinbold expressed opposition to this motion, but it was agreed not to pull it from the consent agenda.

- By consensus, the committee agreed to support the other motions to be presented.

LEGISLATIVE UPDATE

Mr. Cothron reported that he received an inquiry from the Counsel for the Senate Judiciary Committee regarding the reintroduction of a bill allowing persons holding a master's degree in engineering to qualify for engineer registration.

NCEES BOARD VISITS

Mr. Cothron informed the committee that NCEES is now visiting member boards upon request. The committee was supportive of inviting representatives from NCEES to attend a future meeting.

OBSERVERS FOR ABET ACCREDITATION VISITS

Either Philip Lim or Ricky Bursi was authorized to observe at an upcoming ABET accreditation visit to the University of Tennessee at Martin on October 23-25, 2016.

UNFINISHED BUSINESS

EXAM APPLICATION PROCESS DISCUSSION

Mr. Cothron shared a report with the committee on pending engineer exam applications.

LICENSING AGREEMENT WITH JAPAN PE/FE EXAMINERS COUNCIL (JPEC)

Mr. Cothron noted that a representative from JPEC will be in attendance at the NCEES Annual Meeting and will meet with Board members to exchange information.

ENERGY SERVICE COMPANIES AND ENGINEERING REGISTRATION LAWS

Mr. Cothron reported that he will follow up with the Association of Energy Engineers (AEE) regarding the committee's request that an AEE representative attend a future committee meeting to discuss the certifications they offer.

Adjourn. Mr. Balthrop adjourned the meeting at 3:55 p.m.



MINUTES
BOARD OF ARCHITECTURAL AND ENGINEERING EXAMINERS
GRANTS TO HIGHER EDUCATION COMMITTEE MEETING
Davy Crockett Tower
Nashville, Tennessee
Wednesday, August 10, 2016

CALL TO ORDER

Susan Ballard, Committee Chair, called the Grants to Higher Education Committee meeting to order at 4:04 p.m. on August 10, 2016, in Room 1B of the Davy Crockett Tower at 500 James Robertson Parkway, Nashville, Tennessee.

The following **Board members** were present:

Susan Ballard, R.I.D.
Frank Wagster, R.A.
Susan Maynor, Public Member

A quorum was present.

The following **Board staff** was present:

John Cothron Executive Director
Benjamin Glover Legal Counsel

Visitors present: R. Blair Parker, Landscape Architect Board member, and Chris Gwaltney, P.E., representing the American Society of Civil Engineers (ASCE), Tennessee Section.

UNFINISHED BUSINESS

PROPOSAL CRITERIA FOR USE OF ADDITIONAL GRANT FUNDS

Members of the committee reviewed proposed revisions to the grant guidelines and a draft of the grant scoring criteria and the special project grants application.

Mr. Glover recommended changing the word “will” to “shall” throughout the grant guidelines.

Committee members agreed on the following changes to the grant guidelines draft:

- Delete “multiple engineering disciplines are also allowed” from the second paragraph in the section entitled, “Submission of Proposals: Special Projects.”
- In the third paragraph in the section entitled, “Submission of Proposals: Special Projects,” add the following sentence: “The Executive Director shall redact any identifying project information prior to review by the Grants Committee.”
- In the list of suggested special project program topics, change “EPA” to “Sustainability.”
- In the section entitled, “Submission of Proposals: Special Projects,” change the third sentence in the seventh paragraph to read, “Project updates shall be submitted to the Board’s Executive Director at least one (1) week prior to each regularly scheduled Board meeting during the duration of the project.”
- In the section entitled, “Review of Proposals by Board,” change the first sentence to read, “A Grants Committee, appointed annually by the Chair of the Board, shall review submitted proposals, evaluate each submission for special projects based on the established point system, and make recommendations to the full Board for disbursement of grant funds.” Also, change the language of the second paragraph in this section to read, “Following approval by the Board of amounts, if any, to be expended to each program, the Board’s staff shall draft the appropriate grant contract documents for review and approval by designated reviewing and approval authorities.”

The committee agreed that a statement of endorsement from the dean or program director supporting the grant application was not necessary. Applicants will be asked to provide a summary of the project in a maximum of 2,000 words.

By consensus, the deadline for special project applications for the current fiscal year was set at October 28, 2016. Special project winners will be notified after the December Board meeting.

The committee then assigned points to the grant scoring criteria as follows:

- Collaboration of three or more disciplines—5 points
- Demonstration of need—5 points
- Presentation of project concept—10 points
- Presentation of work plan and budget—20 points
- Impact on the community—5 points
- Educational value to students—10 points
- Transferability/usability outside an academic setting—20 points
- Impact on public’s health, safety and welfare—25 points

- Matching funds available—5 bonus points

Motion was made by Ms. Maynor and seconded to recommend approval of the proposed revisions to the grant guidelines. The motion passed unanimously.

Adjourn. The Chair adjourned the meeting at 5:14 p.m.



MINUTES
BOARD OF ARCHITECTURAL AND ENGINEERING EXAMINERS
ARCHITECT COMMITTEE MEETING
Davy Crockett Tower
Nashville, Tennessee
Thursday, August 11, 2016

CALL TO ORDER

Rick Thompson, Committee Chair, called the Architect Committee meeting to order at 8:07 a.m. on August 11, 2016, in Room 1B of the Davy Crockett Tower at 500 James Robertson Parkway, Nashville, Tennessee.

The following **Board members** were present:

| | |
|----------------------------|----------------------------|
| Rick Thompson, R.A., Chair | East TN Architect Member |
| Frank Wagster, R.A. | West TN Architect Member |
| Jerry Headley, R.A. | Middle TN Architect Member |

A quorum was present.

The following **Board staff** was present:

| | |
|-----------------|--------------------|
| John Cothron | Executive Director |
| Benjamin Glover | Legal Counsel |

NEW BUSINESS

MUTUAL RECOGNITION ARRANGEMENT WITH AUSTRALIA AND NEW ZEALAND LETTER OF UNDERTAKING

Committee members reviewed and discussed the Mutual Recognition Arrangement with Australia and New Zealand and the associated Letter of Undertaking, as approved at the 2016 NCARB Annual Meeting. The intent of the arrangement is to facilitate licensure mobility between the United States and Australia and New Zealand.

Motion was made by Mr. Wagster and seconded to recommend that the Board sign the Mutual Recognition Arrangement Letter of Undertaking. The motion passed unanimously.

Adjourn. The Chair adjourned the meeting at 8:12 a.m.

**Board of Architectural and Engineering Examiners
Open Complaints**

| | Profession | Complaint # | Received | Allegation | Status | Comments | |
|-----------|---|--------------------|-----------------|--|---------------|--------------------------|--|
| 1 | Architect | 201600300 | 1/21/2016 | Disciplined in another jurisdiction. | Open-Legal | Issued consent order | |
| 2 | Architect | 201605366 | 9/1/2016 | Disciplined in another jurisdiction. | Open-Staff | Issued letter of caution | |
| 3 | Architect | 201605368 | 9/1/2016 | Disciplined in another jurisdiction. | Open-Staff | Issued letter of caution | |
| 4 | Architect | 201605409 | 9/14/2016 | Practice outside area(s) of competency. | Open-Staff | Response requested | |
| 5 | Engineer | 201402889 | 11/12/2014 | Practice outside area(s) of competency. | Open-Legal | Litigation monitoring | |
| 6 | Engineer | 2015022177 | 11/19/2015 | Practice outside area(s) of competency. | Open-Legal | Issued consent order | |
| 7 | Engineer | 201601769 | 3/11/2016 | Practice outside area(s) of competency. | Open-Legal | Issued consent order | |
| 8 | Engineer | 201603960 | 7/15/2016 | Practice on an expired license. | Open-Legal | Issued consent order | |
| 9 | Engineer | 201604913 | 8/18/2016 | Practice on an expired license. | Open-Legal | | |
| 10 | Engineer | 201604915 | 8/18/2016 | Practice outside area(s) of competency; plan stamping. | Open-Staff | Response requested | |
| 11 | Engineer | 201605364 | 9/1/2016 | Practice on an expired license. | Open-Staff | Response requested | |
| 12 | Engineer | 201605384 | 9/1/2016 | Disciplined in another jurisdiction. | Open-Staff | Issued letter of caution | |
| 13 | Engineer | 201605395 | 9/12/2016 | Practice outside area(s) of competency. | Open-Staff | Response requested | |
| 14 | Int Des | 201604906 | 8/11/2016 | Continuing education violation. | Open-Staff | Response requested | |
| | | | | | | | |
| | Number over 180 days old without "clock stopping" action: 0 (0%) | | | | | | |
| | Number of formal hearings authorized to be heard by ALJ: 0 | | | | | | |
| | Number of formal hearings authorized to be heard by Board: 0 | | | | | | |
| | Number in Investigations: 0 | | | | | | |
| | Percent on time (clock stopped within 180 days) last 18 months: 96.67% | | | | | | |

Number of Registrants and Firms

| Architects | In-State | Out-of-State | Total |
|-------------------|-----------------|---------------------|--------------|
| 10/13/2015 | 1536 | 2260 | 3796 |
| 2/3/2016 | 1524 | 2288 | 3812 |
| 5/24/2016 | 1533 | 2287 | 3820 |
| 9/28/2016 | 1521 | 2276 | 3797 |

| Engineers | In-State | Out-of-State | Total |
|------------------|-----------------|---------------------|--------------|
| 10/13/2015 | 7980 | 7753 | 15,733 |
| 2/3/2016 | 7383 | 8349 | 15,732 |
| 5/24/2016 | 7288 | 8389 | 15,677 |
| 9/28/2016 | 7231 | 8297 | 15,528 |

| Landscape Architects | In-State | Out-of-State | Total |
|-----------------------------|-----------------|---------------------|--------------|
| 10/13/2015 | 204 | 189 | 393 |
| 2/3/2016 | 199 | 186 | 385 |
| 5/24/2016 | 202 | 185 | 387 |
| 9/28/2016 | 201 | 182 | 383 |

| Interior Designers | In-State | Out-of-State | Total |
|---------------------------|-----------------|---------------------|--------------|
| 10/13/2015 | 391 | 53 | 444 |
| 2/3/2016 | 391 | 43 | 434 |
| 5/24/2016 | 382 | 42 | 424 |
| 9/28/2016 | 374 | 40 | 414 |

| Totals (Registrants) | In-State | Out-of-State | Total |
|-----------------------------|-----------------|---------------------|--------------|
| 10/13/2015 | 10,111 | 10,255 | 20,366 |
| 2/3/2016 | 9,497 | 10,866 | 20,363 |
| 5/24/2016 | 9,405 | 10,903 | 20,308 |
| 9/28/2016 | 9,327 | 10,795 | 20,122 |

| Architectural Firms | In-State | Out-of-State | Total |
|----------------------------|-----------------|---------------------|--------------|
| 10/13/2015 | 439 | 1132 | 1571 |
| 2/3/2016 | 442 | 1195 | 1637 |
| 5/24/2016 | 443 | 1244 | 1687 |
| 9/28/2016 | 443 | 1287 | 1730 |

| Engineering Firms | In-State | Out-of-State | Total |
|--------------------------|-----------------|---------------------|--------------|
| 10/13/2015 | 912 | 2599 | 3511 |
| 2/3/2016 | 924 | 2726 | 3650 |
| 5/24/2016 | 938 | 2836 | 3774 |
| 9/28/2016 | 955 | 2915 | 3870 |

| Landscape Arch Firms | In-State | Out-of-State | Total |
|-----------------------------|-----------------|---------------------|--------------|
| 10/13/2015 | 52 | 94 | 146 |
| 2/3/2016 | 51 | 99 | 150 |
| 5/24/2016 | 52 | 103 | 155 |
| 9/28/2016 | 55 | 108 | 163 |

| Totals (Firms) | In-State | Out-of-State | Total |
|-----------------------|-----------------|---------------------|--------------|
| 10/13/2015 | 1403 | 3825 | 5228 |
| 2/3/2016 | 1417 | 4020 | 5437 |
| 5/24/2016 | 1433 | 4183 | 5616 |
| 9/28/2016 | 1453 | 4310 | 5763 |

Action Items (October 2016)

John Cothron

- Invite an officer of the Middle Tennessee Chapter of the Association of Energy Engineers (AEE) to attend a future Engineer Committee meeting to discuss the certifications they offer (from April 2016).
- Invite State Architect Peter Heimbach to appear at the December Board meeting to discuss qualifications-based selection issues.
- Send requests for grant proposals to eligible programs.
- Route revised *Reference Manual* to proper authorities for review.

Ricky Bursi

- Facilitate the discussion regarding alternative procurement/delivery methods at the October meeting.
- Draft questions and comments regarding qualifications-based selection and additional services for review by the Board's legal counsel and discussion at the October meeting.

Legal Counsel

- Provide an opinion on the submission of historical data and hourly rates in response to a Request for Qualifications (RFQ).
- Research the Mutual Recognition Arrangement with Australia and New Zealand Letter of Undertaking and report at the October meeting.
- Draft proposed rule changes allowing architect and landscape architect exam candidates to apply directly to the National Council of Architectural Registration Boards (NCARB) and the Council of Landscape Architectural Registration Board (CLARB) to sit for the exams.

COMMITTEE APPOINTMENTS (2016-2017)

Committees for Review of Applications



Architect Rick Thompson, chair
~~Jerome Headley~~
Frank Wagster

Engineer Laura Reinbold, Chair
Robert Campbell, J.
Philip Lim
Kathryn Ware
Ricky Bursi
Stephen King

Interior Design Susan Ballard, chair
~~Jerome Headley~~
Hal Balthrop

Landscape Architect Blair Parker, chair
Frank Wagster
Robert Campbell, J.

Standing Committees

Grants to Higher Education

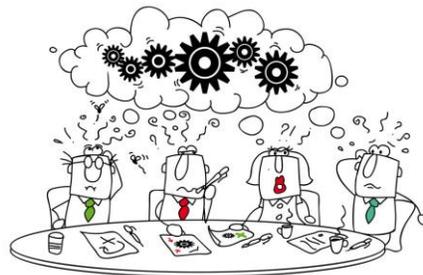
Susan Ballard, chair
Philip Lim
Blair Parker
Frank Wagster
Susan Maynor

Law and Rules/Policies

Rick Thompson, chair
Robert Campbell, Jr.
Blair Parker
Susan Ballard
Laura Reinbold
~~Jerome Headley~~
Susan Maynor

Publications (Building Officials' Manual/ Newsletter/Documents)

Stephen King, chair
Ricky Bursi
Blair Parker
Rick Thompson
Susan Ballard



Licensure Outreach

Stephen King, chair
Frank Wagster
Susan Ballard
Blair Parker

Nominations

Philip Lim, chair
Rick Thompson
Susan Ballard
Philip Lim
Blair Parker

Finance

Frank Wagster, chair
Susan Ballard
Robert Campbell
Rick Thompson

Continuing Education

Frank Wagster, chair
~~Hal Balthrop~~
Blair Parker
Susan Ballard
Susan Maynor
Ricky Bursi
Laura Reinbold

Board of Architectural and Engineering Examiners Proposed Travel, 2017

| Meetings | Meeting Dates | Location | Proposed Attendees | Estimated Cost | Notes |
|--|-----------------------|--|---|-----------------------|--|
| NCEES Board Presidents Assembly | February 3-4, 2017 | Atlanta, GA | 1 engineer member, Executive Director | \$0 | Expenses paid by NCEES |
| Board Meeting | February 15-17, 2017 | Nashville, TN | 9 Board members, 3 associate engineer Board members, 4 staff | \$4,700 | |
| NCARB Regional Summit | March 9-10, 2017 | Jersey City, NJ | 3 Board members, public member, Executive Director | \$2,000 | 4 paid by NCARB (includes public member funding) |
| Board Meeting | April 5-7, 2017 | Nashville, TN | 9 Board members, 3 associate engineer Board members, 4 staff | \$4,700 | |
| NCEES Regional Meeting | April 27-29, 2017 | St. Thomas, Virgin Islands | None | \$0 | Asst. Comm. requests that we not attend |
| Board Meeting | May 31-June 2, 2017 | Nashville, TN | 9 Board members, 3 associate engineer Board members, 4 staff | \$4,700 | |
| NCARB Annual Meeting | June 21-25, 2017 | Boston, MA | 3 architect Board members, public member, Executive Director, Legal Counsel | \$5,000 | 4 paid by NCARB (includes public member funding) |
| Board Meeting | August 9-11, 2017 | Nashville, TN | 9 Board members, 3 associate engineer Board members, 4 staff | \$4,700 | |
| NCEES Annual Meeting | August 23-26, 2017 | Miami, FL | 4 Board/associate members, Executive Director, Legal Counsel | \$8,000 | 3 paid by NCEES |
| CLARB Annual Meeting | September 13-16, 2017 | Boise, ID | 1 Board member, Executive Director | \$4,200 | |
| Board Meeting and Planning Session | October 4-6, 2017 | Vanderbilt University (tentative location) | 9 Board members, 3 associate engineer Board members, 3 staff | \$7,000 | |
| CIDQ Annual Meeting | November 10-11, 2017 | Washington, D.C. area (exact location TBD) | 1 Board member, Executive Director | \$3,000 | |
| Board Meeting | December 6-8, 2017 | Nashville, TN | 9 Board members, 3 associate engineer Board members, 4 staff | \$4,700 | |
| Misc. expenses for in-state speaking engagements | | | | \$2,000 | |
| | | | TOTAL: | \$54,700 | |
| | | | Total In-State | \$32,500 | |
| | | | Total Out-of-State | \$22,200 | |

2017 APPLICATION/EXAMINATION DEADLINES

ENGINEERING

Principles and Practice of Engineering/Structural Engineering Exams

Exam Dates

April 21-22, 2017

October 27-28, 2017

Application Deadlines

Spring Exam December 1 (January 1 for supporting documentation)

Fall Exam June 15 (July 15 for supporting documentation)

Applications to Add an Exam Discipline Deadlines

Spring Exam January 1

Fall Exam August 1

Retake Request Deadlines

Spring Exam February 1

Fall Exam August 15

Note: If a deadline falls on a Saturday, Sunday, or a state holiday, the deadline will be extended until the close of business on the next business day.