



REQUEST FOR QUALIFICATIONS (RFQ)

Project No. 1111827
Cultural Center and Park Headquarters
Hueco Tanks State Park & Historic Site, El Paso County, TX

NIGP Class/Item:

Class/Item Code(s):

- 90607 – Architectural Services, Professional
- 90610 – Buildings, Architectural Design Services
- 90644-Heating; Ventilating; Air Conditioning; Architectural Services
- 90652-Interior Design, Decorating, Space Planning, Exhibits and Displays
- 90658-Lighting Interior, Exterior, Architectural Services
- 90666-Planning, Site Installation And Project
- 90678-Security Systems Intruder And Smoke Detection, Architectural Services
- 92536-Engineering Services (Not Otherwise Classified)
- 92542-Foundation Engineering
- 92556-Inspecting, Structural Engineering
- 92567-Mechanical Engineering
- 92588-Structural Engineering

Solicitation Schedule – All Times are Central Time	
Solicitation Date Posted to ESBD	May 10, 2024
Non-Mandatory On-line Pre-Submittal Meeting, at 11:00 AM (CT)	11:00 AM (CT) May 22, 2024
Non-Mandatory site visit to Hueco Tanks SPHS, by appt.	May 23-31, 2024
Questions or Clarifications Submission Deadline	5:00 PM (CT)., June 5, 2024
TPWD’s Responses to Questions or Clarifications – Addendum posted on the ESBD	June 14, 2024 (Est)
Deadline for submission of Responses	2:00 PM, (CT) June 21, 2024

ALL RESPONSES MUST BE SUBMITTED VIA HAND DELIVERY, COURIER, OR MAIL SERVICE.

DELIVER TO:

INFRASTRUCTURE DIVISION
CONTRACTING BRANCH
ATTN: JOANN HERNANDEZ, CTCD / CTCM
4200 SMITH SCHOOL ROAD
AUSTIN, TX 78744

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REQUEST FOR QUALIFICATIONS

SECTION 1 – GENERAL INFORMATION AND RESPONSE REQUIREMENTS

1. STATUTORY AUTHORITY

1.1 Texas Parks & Wildlife Department (“TPWD or Owner”) through its Infrastructure Division is soliciting statements of Qualifications for selection of a professional design firm (“Design Professional”) for **Project No. 1111827 Cultural Center and Park Headquarters at Hueco Tanks State Park & Historic Site** (“Project”), in accordance with the terms, conditions, and requirements set forth in this Request for Qualifications.

Selection of the most highly qualified professional services provider will be based upon demonstrated competence and detailed credentials. Any contract entered into shall be based on fair and reasonable pricing to perform the Services as required by **Title 10, Texas Government Code, §2254, et. seq. and under authority of Texas Parks and Wildlife Code, Title 2, Chapter 11.**

2. SOLICITATION METHOD AND INTENT

2.1 This Request for Qualifications (RFQ) solicitation method allows qualified respondents to submit a written response addressing qualifications, experience, location, availability, approach, and other factors that will be employed to ensure successful accomplishment of the requirements set forth herein. TPWD will review, compare, and evaluate responses based on the criteria and weights identified in this RFQ.

This RFQ is TPWD’S process to select a professional design firm for the referenced project. This RFQ will result in the selection of the most highly qualified respondents for further consideration based on the criteria herein listed.

2.2 This RFQ provides the information necessary to prepare and submit detailed qualifications for evaluation and final ranking by the TPWD. Based on the final ranking and at TPWD’S sole discretion, TPWD will select the highest-ranking respondents to participate in an oral presentation.

2.3 **Reservation of Rights.** TPWD may evaluate the qualifications based on the anticipated completion and sequencing of all or any portion of the project. TPWD reserves the right to reject any and all qualifications and not make a recommendation for award. TPWD makes no representations, written or oral, that it will enter into any form of agreement with any Respondent to this RFQ for any project and no such representation is intended or should be construed by the issuance of this RFQ.

2.4 **Type of Contract.** Any contract resulting from this solicitation will be in the form of TPWD’S Standard Professional Services Agreement between TPWD and selected firm, a copy of which is included in the solicitation documents.

3. INQUIRIES

3.1 **Authorized Contact Person.** All requests, questions, or other communications about this RFQ shall be made in writing to TPWD's Infrastructure Department, addressed to the following person:

JoAnn Hernandez, CTCD, CTCM
Texas Parks & Wildlife Department | Infrastructure Division
4200 Smith School Road
Austin, Texas 78744
Email: joann.hernandez@tpwd.texas.gov

3.2 **Secondary Point of Contact.** Any requests, questions, or other communications that have not been responded to within 7 business days by the Point-of-Contact listed in Section 3.1 may be forwarded to the following:

Email: INFContracting@tpwd.texas.gov

3.3 **Deadline for Submission of Questions.** All discrepancies, omissions or questions shall be communicated in writing by **5:00 P.M., on June 5, 2024**, to the attention of JoAnn Hernandez, at the email addresses stated above.

3.4 **Answers to Questions.** TPWD will allow written requests for clarification of this solicitation. Questions may be e-mailed to the point-of-contact listed above in an editable format, i.e., Microsoft Word or standard email as opposed to an un-editable format such as Adobe Acrobat .pdf files. Questions should be submitted in the following format: a) Reference the Solicitation number; b) Reference the Section number, Page number, Paragraph number, and Text of passage being questioned; and c) Question.

3.4.1 Official answers will be posted as an addendum to this solicitation, on the Electronic State Business Daily at <https://www.txsmartbuy.com/esbd>. Respondent names will be removed from questions in the responses released. TPWD reserves the right to amend answers prior to the response submission deadline. If respondents do not have Internet access, copies may be obtained through the point of contact listed above.

Note: It is the responsibility of interested parties to periodically check the ESBDB for updates to the procurement prior to submitting a response. Respondent's failure to periodically check the Electronic State Business Daily (ESBD) will in no way release the selected firm from or additional information resulting in additional costs to meet the solicitation requirements.

3.5 **Prohibited Communications.** Upon issuance of this solicitation, TPWD, its representative(s), or partners will not answer questions or otherwise discuss the contents of this Solicitation with any potential Respondent or their representative(s), except for the written inquires described in [Section 3, Subsections 3.1 and 3.2](#) above. Attempts to ask questions by phone or in person will not be allowed or recognized as valid.

Failure to observe this restriction may disqualify respondent. Respondent shall rely only on written statements issued through or by primary point of contact. This restriction does not preclude discussions between affected parties for the purposes of conducting business unrelated to this solicitation.

4. ADDENDA AND CLARIFICATIONS

4.1 **Addenda.** Any clarifications or interpretations of this RFQ that materially affect or change its requirements will be posted as an addendum by TPWD on the Electronic State Business Daily (ESBD). It is the responsibility of all Respondents to check these websites for updates to the procurement and addenda prior to submitting a Response. All addenda issued by TPWD before the responses are due are considered part of the RFQ, and **Respondent**

shall include all signed and dated addenda with their response submission. FAILURE TO SUBMIT EACH SIGNED AND DATED ADDENDUM WITH THEIR RESPONSE MAY RESULT IN REJECTION.

4.2 Respondents shall consider only those clarifications and interpretations that TPWD issues by addenda. Interpretations or clarifications in any other form, including oral statements, will not be binding on TPWD, and should not be relied on in preparing responses to this RFQ.

4.3 Addenda shall be issued by the Point-Of-Contact in [Section 3, Subsection 3.1](#) for this RFQ and posted on the Electronic State Business Daily (ESBD) web site of <https://www.txsmartbuy.com/esbd>.

NOTE: YOU MUST USE GOOGLE CHROME WHEN NAVIGATING CPA WEBSITES

5. SELECTED FIRM REQUIREMENTS

5.1 Design Professional agrees to conduct all its services under the awarded contract by and through appropriate communications with TPWD. No work, installation or other services shall be undertaken by the firm except with the prior written authorization by TPWD. Firm understands and agrees that work, or other service performed without prior written authorization of the TPWD is work outside the scope of this contract and shall be performed exclusively at Firm's risk.

5.2. Design Professional shall provide service in accordance with requirements specified herein and the resulting contract(s) and contract documents.

5.3. Design Professional shall provide all labor and equipment necessary to meet requirements of the specified services throughout the term of the contract.

5.4. Design Professional is responsible for all costs incurred in the performance of the contract.

5.5. Design Professional shall comply with all laws, ordinances, and regulations pertaining to the services requested herein, and shall obtain such permits, licenses or other authorizations as may be required.

5.6. State Sales Tax: TPWD qualifies for exemption from State and Local Sales

6. RESPONSE SUBMISSION

6.1 All responses shall be received, and time stamped by TPWD prior to 2:00 PM Central Time on the date specified in [Section 7, Subsection 2](#). Late responses will not be considered under any circumstance and will be returned unopened. Note to Respondent: It is the security policy of TPWD Central Mail Receiving to open all packages delivered to the Agency unless they are clearly marked as a response to this RFQ.

6.2 Responses should be placed in a sealed envelope/package and correctly identified with RFQ number, submittal deadline/opening date and time. It is the Respondent's responsibility to appropriately mark and deliver the response to TPWD by the specified date.

6.3 Receipt of all addenda to this RFQ should be acknowledged by including a signed copy of each addendum with the response.

- 6.4 Respondents to this RFQ are responsible for all costs of response preparation.
- 6.5 Responses shall be submitted to TPWD Headquarters, Infrastructure Division, as noted in [Subsection 7](#).
- 6.6 Telephone, facsimile, or email response are NOT an acceptable response to this RFQ. TPWD will not acknowledge or receive responses that are delivered by telephone, facsimile (fax), or electronic mail (e-mail).
- 6.7 Responses will be opened publicly and only the names of the Respondents who submitted responses will be read aloud, recorded, and confirmed by TPWD.
- 6.8 All responses shall become the property of the State of Texas after the deadline/opening date. Responses submitted shall constitute an offer for a period of sixty (60) days or until selection is made by TPWD, whichever is earlier. Properly submitted responses will not be returned to respondents.
- 6.9 Response materials must be enclosed in a sealed envelope (box or container) addressed to the Primary Point-of-Contact in [Section 3, Subsection 3.1](#). **The exterior of the package must be labeled as instructed in [Section 7.2](#).**

7. DELIVERY OF RESPONSE / RESPONSE REQUIREMNETS

7.1 Sealed Container. Responses may be hand delivered, mailed or delivered (during normal business hours in person or by Federal Express, Express Mail or other delivery service) to the address referenced above. It is the sole responsibility of the Respondent to ensure timely delivery of its Response. Owner will not be responsible for failure of service on the part of the U.S. Post Office, courier services, or any other form of delivery service. Electronic only or facsimile Responses will not be accepted. Responses must include all specified items detailed in the Solicitation Documents.

Responses must be submitted in a tamper resistant sealed container marked on the outside with the Respondent’s name and address, project number, and due date and time. Responses that are not submitted in a sealed container will not be considered. Electronic or facsimile Responses will not be accepted.

7.2 Location and Labeling. Responses and Envelopes shall be clearly labeled and shall reference the following:

RESPONSE FOR Project No. 1111827
Hueco Tanks SPHS, Cultural Center and Park Headquarters
REQUEST FOR QUALIFICATIONS PROFESSIONAL SERVICES
Deadline for submission of Responses: June 21, 2024

U.S. Postal Service	Overnight/Express Mail
Texas Parks and Wildlife Dept. Infrastructure Division A-1 JoAnn Hernandez, Contract Manager 4200 Smith School Road Austin, TX 78744	TPWD – Mail Room Attn: Infrastructure Division A-1 JoAnn Hernandez, Contract Manager 4200 Smith School Road Austin, TX 78744 Hours – 8:00 AM to 5:00 PM

NOTE: Responses must be received prior to the due date and time.

Respondents are advised that Texas Parks and Wildlife Department's Headquarters Complex does not open until 8:00 AM and closes at 5 PM. Respondents should plan the delivery of their response accordingly. Responses shall be well organized to clearly demonstrate that they meet or exceed the minimum requirements contained in this RFQ and shall specifically address the evaluation criteria set forth herein.

7.3 Submission Of Responses. Submit **one (1) original Response signed in ink or digitally signed.** In addition, Respondents shall submit (1) digital copy of the Response on a USB flash drive in ADOBE® PDF format.

7.3.1 **USB flash drive** shall include all the required documents of the Response. Provide each required submission in a separate PDF file.

Exhibit	Description
A	Execution of Response
B	Firm Profile
N/A	Design Professional's Financial Capability (Dun & Bradstreet (D&B) Business Information Report)
C	Key Personnel Profiles
D	Team Structure
E	Statement of Qualifications
F	Comparable Projects & Corresponding Letters of References
G	Methodology, Quality Assurance / Quality Control & Cost Estimating
H	HUB Subcontracting Plan
N/A	Submission of addenda signed by Respondent

7.4 Rejection of Responses. Owner reserves the right to reject any or all Responses and to waive any minor informality in any Response or solicitation procedure (a minor informality is one that does not affect the competitiveness of the Respondents).

7.4.1 Responses that are received late will be returned to the Respondent un-reviewed (Note: It is the security policy of TPWD central mail room to open all packages delivered to the Agency unless they are clearly marked on the outside as a Response to the RFQ).

7.4.2 The Owner will not acknowledge or receive Responses that are delivered by telephone, facsimile (fax), or electronic mail (e-mail).

7.4.3 Properly submitted Responses will not be returned to the Respondents.

7.4.4 Properly submitted Responses will be opened publicly and the names of the Respondents will be read aloud, recorded and confirmed by the Owner, no pricing information will be publicly released until award of a Contract.

7.4.5 All submitted Responses become the property of Owner.

7.4.6 Responses submitted shall constitute an offer for a period of ninety (90) days or until selection is made by Owner, whichever occurs earlier.

7.4.7 Response Duration: If TPWD has not made an award ninety (90) calendar days after Responses are opened Respondents may withdraw their Responses without prejudice; however, Respondents have the option to extend the time in which their Responses will be honored after this ninety (90) day period.

7.5 Withdrawal of Responses to Request for Qualification. A Response may be withdrawn in writing by Respondent, provided an authorized individual of the Respondent submits a written request to withdraw the Response prior to the time set for receipt of Responses. Withdrawn Responses may be resubmitted, with or without modifications, prior to the due date and time.

7.6 Costs Of Preparing The Response. All cost directly or indirectly related to preparation of a response to this solicitation, or any oral presentation required to supplement and/or clarify a Response, which may be required by Owner, shall be the sole responsibility of the Respondent.

7.7 Minor Informalities. Owner reserves the right to reject any or all Responses and to waive any minor informality in any Response or solicitation procedure (a minor informality is one that does not affect the competitiveness of the Response).

7.8 Terms and Conditions Attached to Response. Any terms and conditions attached to a Response will not be considered unless specifically referred to in the Response and may result in disqualification of the response submission. If any respondent takes a 'blanket exception' to the entire solicitation or does not provide proposed alternative language, the Respondent's response may be disqualified from further consideration.

7.9 Funding. This project will be funded by State and as such is subject to meet all requirements associated with federal and state jurisdiction as stipulated herein.

8. EVALUATION AND AWARD

8.1 Evaluation of Response. The evaluation of the response shall be based on the requirements described in this RFQ. **Response shall not include any information regarding Respondent's fees, pricing, or other compensation.** Such information shall be solicited from the Successful Respondent(s) during the negotiation phase. All properly submitted responses will be reviewed, evaluated, scored, and ranked by TPWD.

8.2 STEP 1 – Administrative Review by Contracting. Only a complete response with the listed required submittal documents will be considered. Failure to meet the minimum qualifications and submit all required documents shall result in a response being declared non-responsive. Response that does not conform to the instructions included in this RFQ may be rejected by TPWD. TPWD reserves the right to reject any or all responses and to waive informalities and minor irregularities in responses received. No response received after the exact date and time specified as the deadline for responses will be considered.

8.3 STEP 2 – HUB Review. All complete responses with the listed required submittal documents that pass administrative review by TPWD Contracting will be reviewed by TPWD HUB Staff for determination of Respondent's response meeting all requirements of [Subsection 9, HUB SUBCONTRACTING PLAN](#).

8.4 STEP 3 – Initial Evaluation. An evaluation committee will evaluate and score each response based on established criteria. Respondents shall not contact members of the evaluation team. Responses will be evaluated according to the respondent's ability to best satisfy TPWD requirements.

An evaluation committee will be established to evaluate responses. The committee will include employees of TPWD and may include other impartial individuals who are not TPWD employees. By submitting a response to this RFQ, Respondent accepts the solicitation and

evaluation process, and acknowledges and accepts that scoring of the Response may involve some subjective judgments by the evaluation committee. The evaluation committee will evaluate and score each response based on the criteria as described in [Section 2, Part 1](#).

8.5 **STEP 4 – Short List.** Based on the final ranking and at TPWD’s sole discretion, TPWD may select up to three (3) of the top-ranked respondents for further consideration.

8.5.1 Only the most highly ranked respondents will be requested to participate in an oral presentation (*if deemed necessary by TPWD*) with TPWD to further describe the qualifications submitted and answer additional questions. Oral presentation and reference results will be the final determining factor in TPWD’s ranking of respondents to determine the most qualified respondents. The responding firm’s Project Manager designated in their response as being the primary “Point of Contact” for the day-to-day project management during design and construction of the Project will facilitate and conduct the presentation made by the firm.

8.5.2 The highest ranked firm will be notified to submit their Schedule of Applicable Rates. TPWD and the Successful Respondents shall enter into a Professional Services Agreement, reference Attachment 1.

8.5.3 In evaluating responses, TPWD may consider information related to past contract performance of a Respondent including, but not limited to, CPA’s Vendor Performance Tracking System (VPTS) available at <http://www.txsmartbuy.com/vpts>. Prior work performance with TPWD and other state agencies or governmental entities which are familiar with a Respondent’s performance, depending on problems encountered, may be grounds for disqualification. In addition, Respondents involved in litigation with TPWD, or another state agency may be disqualified.

Prior work performance with the Owner and other state agencies or governmental entities which are familiar with a Respondent’s performance, depending on problems encountered, may be grounds for disqualification. In addition, Respondents involved in litigation with the Owner or another state agency may be disqualified.

9 HUB SUBCONTRACTING PLAN

9.1 RESPONDENT MUST COMPLETE, SHOW A GOOD FAITH EFFORT, SIGN AND SUBMIT A HUB SUBCONTRACTING PLAN ([EXHIBIT H](#)) with their qualifications package and in accordance with the following instructions.

FAILURE TO COMPLETE AND SUBMIT THE HUB SUBCONTRACTING PLAN (HSP) WITH THE RFQ RESPONSE WILL RESULT IN DISQUALIFICATION OF THE RFQ FROM CONSIDERATION.

9.2 In accordance with Texas Gov’t Code §2161.252 and 34 Texas Administrative Code §20.285, TPWD has determined that subcontracting opportunities are probable under this contract, and that the contract value may exceed \$100,000. This probability is based on HUB availability, HUB utilization, geographic location of the project, the contractual scope of work, or other factors. TPWD estimates the value of this contract to be greater than \$100,000 and further sets the HUB subcontracting goal at **23.7 %** of the contract’s value.

9.3 It is the Respondent’s determination if they choose to subcontract any of the work under the contract with a Texas Certified Historically Underutilized Business (HUB) or other businesses. The Respondent shall identify all proposed HUB and other subcontractors at the time of qualifications submittal by completing and submitting [Exhibit H – HUB Subcontracting Plan](#).

9.4 A list of HUB subcontractors that may be able to perform the work identified as areas with potential subcontracting opportunities is attached to the HUB Subcontracting Plan forms. Respondents may also access a list of HUB subcontractors who may be able to perform this work by searching the Centralized Master Bidder’s List (CMBL), as maintained by the Texas Comptroller of Public Accounts.

9.5 The main CMBL search page is located here:

<https://mycpa.cpa.state.tx.us/tpasscmbsearch/tpasscmbsearch.do>.

9.6 A few minority and women trade organizations and development centers are listed below that you may contact to announce your opportunity (as specified in the HSP, Method B). For a more complete list visit:

<https://www.comptroller.texas.gov/purchasing/vendor/hub/resources.php>.

<p>Women Contractors Association 6703 Chimney Rock Rd. Bellaire, TX 77401 (703) 807-9977 phone director@womencontractors.org email www.womencontractors.org website</p>	<p>Texas Association of African American Chambers of Commerce 807 Brazos St., Ste. 710 Austin, TX 78701 (512) 535-5610 phone cro@taaacc.org email www.taaacc.org website</p>	<p>Texas Association of Mexican American Chambers of Commerce 606 Main St. Buda, TX 78610 (512) 444-5727 phone president@tamacc.org email www.tamacc.org website</p>
<p>US Pan Asian American Chamber of Commerce SW 711 E. Lamar Blvd., Mailbox 103A Ste. 211 Arlington, TX 76011 (682) 323-5869 phone gmcdermott@uspaacc-sw.org email www.uspaacc-sw.org website</p>	<p>Dallas/Fort Worth Minority Supplier Development Council 8828 N. Stemmons Fwy, Ste. 550 Dallas, TX 75247 (214) 630-0747 phone (214) 637-2241 fax sourcing@dfwmsdc.com email www.dfwmsdc.com website</p>	<p>US India Chamber of Commerce DFW 5930 LBJ Fwy, Ste. 310 Dallas, TX 75240 (214) 346-9559 phone (214) 346-9521 fax info@usicoc.org email www.usicoc.biz website</p>

9.7 **Respondents are highly encouraged to contact TPWD HUB Administration at 512-389-4784 or HUB@tpwd.texas.gov for assistance with completing the HSP forms, obtaining HUB lists if web access is not possible, and/or further explanation of the TPWD HUB program.**

9.8 **HUB Subcontracting Plan (HSP) Prime Contractor Progress Assessment Report:** After award of the contract, the selected firm shall report all HUB and non-HUB subcontractor information using the HSP Prime Contractor Progress Assessment Report form. The report shall be submitted to the TPWD HUB Program monthly. The report shall be submitted monthly even during the months the firm is not invoicing TPWD. All payments made to subcontractors shall be reported. TPWD may verify the amounts being reported as paid by requesting copies of cancelled checks paid to subcontractors.

SECTION 2 – SOLICITATION CRITERIA AND REQUIRED SUBMITTALS

1. REQUIRED SUBMITTALS

Respondent's submission is evaluated and scored on a weighted system to determine the best value as follows:

PASS / FAIL ITEMS	
Execution of Response (<i>Exhibit A</i>)	Pass/Fail
Firm Profile (<i>Exhibit B</i>)	Pass/Fail
Respondent's Financial Capability (Dun & Bradstreet (D&B) Business Information Report)	Pass/Fail
HUB Subcontracting Plan (<i>Exhibit H</i>)	Pass/Fail
Acknowledgement of Addenda (<i>Exhibit I – Sample Form</i>)	Pass/Fail
SCORED CRITERIA	MAX POINTS
Attendance at non-mandatory site visit	5 points max
Criteria 1: Key Personnel Profiles (<i>Exhibit C</i>)	15 points max
Criteria 2: Team's Structure (<i>Exhibit D</i>)	15 points max
Criteria 3: Statement of Qualifications (<i>Exhibit E</i>)	20 points max
Criteria 4: Comparable Projects and Corresponding Letters of References (<i>Exhibit F</i>)	30 points max
Criteria 5: Methodology, Quality Assurance/Quality Control & Cost Estimating (<i>Exhibit G</i>)	15 points max
SUBTOTAL	100 points max
<i>Oral Presentation, if deemed necessary by TPWD</i>	<i>25 pts max</i>
TOTAL MAX POINTS	125

SECTION 3 – RESPONSE REQUIREMENTS

1. SCHEDULE OF EVENTS

TPWD intends to proceed according to the following schedule. These dates represent a tentative schedule of events. TPWD reserves the right to change the dates in the schedule of events below upon written notification to prospective Respondents through a posting on the Electronic State Business Daily as an Addendum. **All times are in "Central Time."**

Event	Date/Time
Solicitation Date Posted to ESBD	May 10, 2024
Non-Mandatory On-Line Pre-Submittal Meeting:	May 22, 2024
Non-Mandatory Site Visit	May 23-31, 2024
Questions or Clarifications Submission Deadline	5:00 PM (CT), June 5, 2023
TPWD's Responses to Questions or Clarifications. Addendum to be posted on the ESBD	June 14, 2024 (Est)
Deadline for submission of Responses	2:00 PM, (CT) June 21, 2024
Expected Contract Award Date:	August 19, 2024

Note to Respondent: The Proposed Program Planning Schedule is TPWD's proposed schedule and is subject to change at TPWD's sole discretion and without advance notice.

2. ON-LINE VIDEO PRE-SUBMITTAL MEETING / SITE VISIT

On-Line Pre-Submittal Meeting

2.1 Pre-Submittal On-Line Meeting. A pre-submittal on-line video meeting will be held on May 22, 2024, at 11:00AM (CT). Although the pre-submittal meeting is not mandatory, Respondents are strongly encouraged to attend as important information regarding submittal requirements and an overview of the Project will be discussed.

The on-line video meeting will be conducted using Microsoft® Teams. Respondents may use their browser to access the meeting or a Microsoft® Teams application.

Important Note: In order to receive the Teams™ calendar invitation to the pre-submittal on-line video meeting, Respondents must pre-register. Following the on-line video meeting, the PowerPoint™ presentation will be posted to the Electronic State Business Daily.

[Register in advance using this link:](#)

Prior to the on-line video meeting, TPWD will send an email calendar invitation containing information about joining the on-line video meeting to each requestor.

For additional information regarding Project 1111827 you may contact JoAnn Hernandez CTCD, CTCM, Contract Manager by email at: joann.hernandez@tpwd.texas.gov.

Although the pre-submittal meeting is not mandatory, Respondents are strongly encouraged to attend as important information regarding submittal requirements and the Project will be

discussed. Failure to give proper consideration to site conditions when preparing its response will not constitute grounds for additional compensation.

2.2 Non-Mandatory Site Visit. All Respondents will be given the opportunity to participate in a site visit to view the conditions of the site outlined in this solicitation. The Site Visit will be conducted on May 23 - May 31, 2024 by appointment by contacting Cassie Cox at cassie.cox@tpwd.texas.gov (preferred contact method) or 915-857-1135 x 224. Hueco Tanks State Park and Historic Site is located at 6900 Hueco Tanks Road No.1 El Paso, TX 79938. Site Visit is valued at **5 points max.**

3. REQUEST FOR QUALIFICATIONS (RFQ) TERMS

3.1 No Reimbursement for Costs. Respondent acknowledges and accepts that any costs incurred from the Respondent's participation in this RFQ shall be the sole responsibility of the Respondent.

3.2 Eligible Respondents. Only individual firms or lawfully formed business organizations may submit responses to this RFQ. (This does not preclude a Respondent from using consultants.) TPWD will contract only with the individual firms or formal organization that submitted the Statement of Qualifications.

3.3 Certain Qualifications and Contracts Prohibited. Under §2155.004, *Texas Government Code*, a state agency may not accept a Statement of Qualifications or award a contract that includes proposed financial participation by a person who received compensation from the agency to participate in preparing the Request for Qualifications on which the Responses or contract is based. **All respondents must certify their eligibility by acknowledging the following statement, "Under §2155.004, Texas Government Code, the Respondent certifies that the individual or business entity named in this response is not ineligible to receive the specified contract and acknowledges that any resulting contract may be terminated, and payment withheld if this certification is inaccurate."** If a state agency determines that an individual or business entity holding a state contract was ineligible to have the contract accepted or awarded as described above, the state agency may immediately terminate the contract without further obligation. This section does not create a cause of action to contest a Statement of Qualifications or award of a state contract.

3.4 State Registration of Professional Firms. Respondents are advised that the Texas Board of Architectural Examiners and the Texas Board of Professional Engineers requires that any entity providing Engineering services to the public must register with the appropriate State board. An entity is defined as a sole proprietorship, firm, partnership, corporation, or joint stock association. All documents pertaining to this project shall be signed and sealed by a professional Architect or Engineer registered in the state of Texas. **Professional shall be licensed in their respective field in accordance with all State requirements.**

3.4.1 Firms and individuals who are proposed as staff on this RFQ must adhere to the requirements of Subchapter A of the Texas Professional Engineering Practice Act regarding the use of the term "engineer". The full text of the Texas Professional Engineering Act may be found at: [TBPELS \(texas.gov\)](https://statutes.capitol.texas.gov/Docs/OC/pdf/OC.1051.pdf)

3.4.2 Firms and individuals who are proposed as staff on this RFQ must adhere to the requirements of Subchapter A of the Texas Architecture Practice Act regarding the use of the term "architect". The full text of the Texas Architecture Practice Act may be found at:

<https://statutes.capitol.texas.gov/Docs/OC/pdf/OC.1051.pdf>.

3.4.3 The 'prime firm' shall denote a single firm or a joint venture responding as prime consultant. The prime firm shall perform the largest share of the assignment (on an estimated percentage of total agreement basis). RFQ responses failing to show the prime firm performing the plurality of the services shall be rejected as non-responsive.

3.5 **U.S. Department of Homeland Security's E-Verify System.** By entering into this contract, the Firm certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:

3.5.1 All persons employed to perform duties within Texas, during the term of the Contract; and

3.5.2 All persons (including subcontractors) assigned by the Firm to perform work pursuant to the Contract, within the United States of America.

The Firm shall provide, upon request of Texas Parks and Wildlife Department, an electronic or hardcopy screenshot of the confirmation or tentative non-confirmation screen containing the E-Verify case verification number for attachment to the Form I-9 for the three most recent hires that match the criteria above, by the firm, and firms' subcontractors, as proof that this provision is being followed.

If this certification is falsely made, the Contract may be immediately terminated, at the discretion of the state and at no fault to the state, with no prior notification. The Firm shall also be responsible for the costs of any re-solicitation that the state must undertake to replace the terminated Contract.

3.6 **Certificate of Interested Parties.** Respondent represents and warrants that if selected for award of a contract as a result of the Solicitation, respondent will submit to TPWD a Certificate of Interested Parties prior to contract execution in accordance with Section 2252.908 of the Texas Government Code. Additional information can be found at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

3.7 **Debriefing Requests.** A written request for a debriefing shall be directed to TPWD's "Primary Point of Contact" identified in this RFQ; within thirty (30) calendar days following the date of award.

3.8 **Protest Procedures.** Any actual or prospective Respondent who is aggrieved in connection with this solicitation, evaluation, or award of any contract resulting from this solicitation may formally protest as provided in TPWD's rules at TAC, Title 31, Part 2, Chapter 51, Subchapter L, Rule 51.350.

3.9 **Public Disclosure/News Releases.** No public disclosures or news releases pertaining to this solicitation shall be made without prior written approval of TPWD.

3.10 **Non-Appropriation of Funds.** Any contract resulting from this solicitation is subject to termination or cancellation, without penalty to TPWD, either in whole or in part, subject to the availability of state funds. TPWD is a state agency whose authority and appropriations are subject to actions of the Texas Legislature. If TPWD becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds which would render TPWD's or contractor's delivery or performance under the contract impossible or unnecessary, the contract will be terminated or cancelled and be deemed null and void. In the event of a termination or cancellation under this Section, TPWD will not be liable to contractor for any damages, which are caused or associated with such termination, or cancellation and TPWD will not be required to give prior notice.

3.11 **Owner's Reservation of Rights.** TPWD may evaluate the Qualifications based on the anticipated completion of all or any portion of the Program. TPWD reserves the right to

reject any and all Responses and re-solicit for new, or to reject any and all Responses and temporarily or permanently abandon the Program. TPWD makes no representations, written or oral, that it will enter into any form of agreement with any respondent to this RFQ for any project and no such representation is intended or should be construed by the issuance of this RFQ.

3.12 Acceptance Of Evaluation Methodology. By submitting its response to this RFQ, Respondent accepts the evaluation process and acknowledges and accepts that determination of the "most qualified" firm(s) will require subjective judgments by TPWD.

3.13 Public Information. All information, documentation, and other materials submitted in response to this solicitation are considered non-confidential and/or non-proprietary and are subject to public disclosure under the Texas Public Information Act (Texas Government Code, Chapter 552.001, et seq.) after award of a Contract. However, certain information may be confidential and fall under an exception to disclosure under the Public Information Act such as proprietary information, trade secrets, and certain commercial and financial information where disclosure might cause "substantial competitive harm to your business." If the Respondent believes that their response to this solicitation contains confidential information in those categories, the Respondent must specifically document this at the top or bottom of each page that contains the information the Respondent considers confidential. The Respondent's documentation must include a statement that confidential information is contained on that page, refer to its exact location on the page, and describe the specific nature of the exception to the Texas Public Information Act that the Respondent believes applies to this information, i.e., copyrighted, trade secret, proprietary, financial etc. A general disclaimer that the Respondent's response contains confidential information will not be sufficient to meet this requirement. **If such documentation is not provided, TPWD will assume that all information provided in the response to this solicitation is disclosable under the Act.**

TPWD will submit a request for an opinion from the Office of the Attorney General prior to disclosing any document designated as "Confidential". The Respondent shall then have the opportunity to assert its basis for non-disclosure to the Office of the Attorney General; however, it is the sole responsibility of the Respondent to monitor such proceedings and make timely filings. TPWD strictly complies with all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of Response information. TPWD or its employees shall not in any way be liable or responsible for the disclosure of any such records, or any part thereof, if disclosure is required under the Public Information Act or otherwise by law.

3.14 Type of Contract. Any contract resulting from this solicitation will be in the form of the Owner's Standard Professional Service Agreement, reference [Attachment 1](#). The initial agreement will have no monetary value and because of the undetermined nature of the need for services, there is no guarantee of project assignments to the firms selected. The agreement is contingent upon the continued availability of funding. If funds become unavailable due to lack of appropriations, legislative budget cuts, amendment of the Appropriations act, state agency considerations, or any other disruption of current appropriations, provisions of Article 9 in the Professional Service Agreement shall apply.

3.15 False Statements. If Respondent signs the response with a false statement or it is subsequently determined that Respondent has violated any of the representations, warranties, guarantees, or affirmations included in the response, Respondent will be in default under the contract and agency may terminate or void the contract.

3.16 Federal and State Database Checks. Prior to awarding state funds for goods and/or services rendered, the State of Texas will conduct a required search of your firm using the Federal System for Award Management (SAM). This government-maintained database that records and tracks organizations, either known to or suspected of contributing to terrorist organizations. No state funds may be paid to an individual or firm whose name appears on

this list. TPWD reserves the right, in its sole discretion, to deny and/or exclude any individual or firm from an award whose name appears on this list.

3.17 Conflict of Interest. By submitting a response, the Respondent represents and warrants that neither it nor its employees and subcontractors have an actual or potential conflict of interest in entering into a Contract with TPWD. The Respondent also represents and warrants that entering into a Contract with TPWD will not create the appearance of impropriety. In its response, the Respondent shall disclose any existing or potential conflict of interest that it might have in contracting with TPWD. TPWD will decide, in its sole discretion, whether an actual or perceived conflict should result in disqualification or contract termination.

3.18 Termination or Cancellation. Any contract resulting from this solicitation is subject to termination or cancellation, without penalty to TPWD, either in whole or in part, subject to the availability of state funds. TPWD is a state agency whose authority and appropriations are subject to actions of the Texas Legislature. If TPWD becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds which would render TPWD's or contractor's delivery or performance under the contract impossible or unnecessary, the contract will be terminated or cancelled and be deemed null and void. In the event of a termination or cancellation under this Section, TPWD will not be liable to contractor for any damages, which are caused or associated with such termination, or cancellation and TPWD will not be required to give prior notice.

3.19 Order of Precedence. In the event of conflicts or inconsistencies between this contract and its attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: Signed Contract Attachments to the Contract, Request for Qualifications, and Respondent's Response to this RFQ.

3.20 Legal Status of Respondent. The Response and any subsequent supporting documents and the Contract must be executed in the Respondent's full name and legal entity status by an authorized representative of the Respondent and accompanied by sufficient documentation. Sufficient documentation must clearly indicate not only the legal name and entity status of Respondent, but also the capacity and authority of the person signing on behalf of Respondent. Accordingly, a partnership/joint venture must file its partnership/joint venture agreement, a corporation must file its articles and bylaws, a limited liability company must file its certificate of organization and article of organization and regulations, and a limited partnership must file not only limited partnership agreement and the certificate of limited partnership, but also the documentation for its general partner, and any Respondent must file a copy of any assumed name certificate, or such limited portion of such documents reasonably establishing signature authority. Such documentation shall be submitted with the Response.

TPWD will submit a request for an opinion from the Office of the Attorney General prior to disclosing any document designated as "Confidential". The Respondent shall then have the opportunity to assert its basis for non-disclosure to the Office of the Attorney General; however, it is the sole responsibility of the Respondent to monitor such proceedings and make timely filings. TPWD strictly complies with all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of Response information. TPWD or its employees shall not in any way be liable or responsible for the disclosure of any such records, or any part thereof, if disclosure is required under the Public Information Act or otherwise by law.

3.21 Buy American Act. (a) The Buy American Act (41 U.S.C. 10) provides that the Government give preference to domestic construction material. (b) The Contractor agrees that only domestic construction material will be used by the contractor, subcontractors, materialmen, and suppliers in the performance of this contract, except for foreign construction materials, if any, listed in this contract.

3.22 **Buy Texas Affirmation.** In accordance with Section 2155.4441 of the Texas Government Code, Respondent agrees that during the performance of a contract for services it shall purchase products and materials produced in Texas when they are available at a price and time comparable to products and materials produced outside this state.

3.23 **Build America, Buy America (BABA) Act.** Contractor shall complete the attached Build America, Buy America Certification Form, Exhibit B to certify that it will comply with the requirements of the Act.

3.24 **Energy Company Boycotts.** If Respondent is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Respondent verifies that Respondent does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required.

3.25 **Excluded Parties.** Respondent certifies that it is not listed in the prohibited vendors list authorized by Executive Order 13224 "*Block Property and Prohibiting Transactions with Persons that Commit, Threaten to Commit or Support Terrorism*" published by the United States Department of the Treasury, Office of Foreign Assets Control.

3.26 **Disclosure of Prior State Employment.** In accordance with Section 2254.033 of the Texas Government Code, relating to consulting services, Respondent certifies that it does not employ an individual who has been employed by Agency or another agency at any time during the two years preceding the submission of the Response or, in the alternative, Respondent has disclosed in its Response the following: (i) the nature of the previous employment with Agency or the other agency; (ii) the date the employment was terminated; and (iii) the annual rate of compensation for the employment at the time of its termination.

4. EXECUTIVE SUMMARY

4.1 MISSION STATEMENT

STATE PARKS DIVISION: To manage state and parks and historic sites to conserve natural and cultural resources, provide recreational and educational opportunities, and foster an understanding of the diversity of Texas' lands and heritage for all generations.

4.2 PROJECT BACKGROUND: Hueco Tanks State Park and Historic Site, located in the Chihuahuan Desert, has a human history spanning over 10,000 years, this site has served as a vital resource for indigenous peoples and travelers, offering water, food, and shelter. It holds significant cultural value, evident through the rock imagery left by early hunter-gatherers and other indigenous peoples, depicting human and animal-like figures, geometric designs and "mask-like" pictographs.

Around A.D. 650, the Jornada Mogollon people began agricultural practices at the base of the rock hills, utilizing the water sources for their crops. Their presence is evidenced by the remains of pithouse structures, pottery sherds, stone tools, and water control features. Notably, the park boasts the largest collection of "mask-like" pictographs in North America, with more than 200 identified. Throughout history, Hueco Tanks has continued to attract various indigenous peoples, such as the Kiowa, Mescalero Apache, Comanche, the Tiwa of Isleta Pueblo and the Tigua of Ysleta del Sur Pueblo, who consider the site integral to their heritage. Their rock images portray handprints, dancing figures, horses, weapons, and encounters with European settlers.

The park also has evidence of the passage of travelers, including military scouts, gold-seekers, local El Pasoans and cattle drovers, who left their marks on the rocks. This site played a pivotal role as a relay station for the Butterfield Overland Mail in the late 1800s.

In terms of geology, Hueco Tanks showcases unique formations shaped over millions of years by wind and water erosion. These igneous rock formations effectively capture rainwater, creating a rich oasis in the arid desert. The park is home to a diverse range of plant and animal species, with carnivores, rabbits, rodents, reptiles, bats, amphibians, and over 200 bird species inhabiting the area.

Preservation efforts have been made to safeguard the park's historical and natural significance. It holds designations as a National Historic Landmark, State Antiquities Landmark, and is listed on the National Register of Historic Places.

Considering the park's cultural, historical, and ecological significance, it is imperative to preserve and maintain the park's resources while also being respectful of the indigenous community connections and the varying park user groups. The project's scope should address visitor experiences, connecting trails, education, and interpretation programs, while ensuring compliance with preservation guidelines and regulations. By carefully planning and executing the scope of work, we can contribute to the long-term preservation and enjoyment of Hueco Tanks State Park and Historic Site for future generations.

4.3 PROJECT SITE LOCATION:

Hueco Tanks State Park and Historic Site is located within El Paso County, approximately thirty-two miles east of the city of El Paso, Texas on U.S. Highway 62/180, north on Ranch Road 2775, on Park Road 68. The mailing address is 6900 Hueco Tanks Road No. 1, El Paso, TX 79938. The existing park Headquarters is located at: **Latitude:** 31.926453, **Longitude:** -106. 042437 The Interpretive Center aka Escontrias ranch house is just off 68 Road. The new Cultural Center and Park Headquarters will be to the northeast side of the State Park. [Hueco Tanks State Park & Historic Site — Texas Parks & Wildlife Department](#)

4.4 PROJECT SUMMARY:

Planning and Design of a New Cultural Center and Park Headquarters replacement, with outdoor Community Grounds, gathering area, new roadway, and parking and interpretive exhibits. Phase 1 essential renovations/repairs to the existing HQ and the Escontrias ranch house with parking relocations and new connecting trails.

4.5 PROJECT OVERVIEW:

The current Interpretive Center does not meet staff and visitor's needs. The new Cultural Center and Park Headquarters will provide a modern, serviceable, and sustainable facility building that is culturally appropriate and respectful to associated indigenous communities. The existing Headquarters needs essential repairs to continue to serve as first point of visitor's contact. The Escontrias needs repairs, parking relocation and upgrade and new connecting trails.

4.6 PROJECTIVE OBJECTIVES:

- Honor site history and natural resources with a new Cultural Center that improves orientation, interpretation, and education of the site's importance to all visitors.
- Sustain continuity of site usage and accommodate visitation. In particular, the ability to convey through design and orientation, the delicate balance between recreation and cultural preservation that has historically been a challenge at the site.
- Enhance visitor experience and improve site orientation. The new Cultural Center and Park Headquarters will be the primary point for visitor orientation and interpretation for Hueco Tanks State Park and Historic Site.
- Allow the Park to be experienced even if the interior of the State Park is at capacity. The Cultural Center would allow visitors to appreciate Hueco Tanks while waiting for the opportunity to enter the Park or should they not be able to go in.
- Accommodate Park staff needs.

4.7 PROJECT DELIVERABLES:

- Continue TPWD's holistic approach to improve and enhance the State Park and Historic Site. A holistic approach is strategic planning to address park facilities and programmatic improvements, including phasing and funding within the projects' scope.
- Provide a Preliminary Design Report (PDR) for assessment of current conditions, programming, and conceptual designs that layout the requirements for the Cultural Center and Park Headquarters' site and building.
- Provide design drawings (Schematic, Design Development, Construction Documents), specifications, for the feasible items.
- Prepare document(s) that summarize the planning process, including presentation materials, meeting notes, challenges, decisions, and other important elements associated with project development, in particular communication and support from affiliated tribes and other stakeholders of Hueco Tanks. A similar precedent would be the "Hueco Tanks Working Group Report".

4.8 PROGRAM ASSUMPTIONS:

New Building / Site Construction:

1. Provide a new Cultural Center (visitors' center), that will function as interpretive space, and new Park Headquarters (10,800 sf),
2. Provide Outdoor Community grounds/amphitheater gathering area to be associated with Cultural Center (5,600 sf),
3. Provide Landscape (for areas affected by minimal disturbance, and for interpretive areas),
4. Provide a new roadway (2,625 lf) to the Cultural Center,
5. Provide a new parking lot (130 spaces) to serve the Cultural Center, and
6. Provide a new connecting trail (600 lf) to/from the Cultural Center.

Major Repair / Alterations:

7. Relocate/replace parking (9 parking spaces for Escontrias house) to allow for direct viewscape from existing HQ and create an opportunity for a future landscape setting to reflect the area of inhabitation.
8. Essential repairs of existing Headquarters (900 sf), replace roof, and upgrade restroom.
9. Upgrade the existing connecting trail (900 lf to/from Escontrias).

Historic Building Site Repair / Alterations:

10. Essential repairs to Escontrias ranch house (1,675 sf) to include a security system and stabilization repairs.

Note: Square Footages, Linear Feet, number of parking spaces and other quantities here are approximate. Professional Design Firm to evaluate and confirm program needs and requirements for each facility and its site.

4.9 SCOPE OF PROFESSIONAL SERVICES:

The phases for professional services include Preliminary Planning through Construction Documents (planning and design). Phase 3: Bidding and Award, and Phase 4: Construction Administration will later be added. Professional services required include, but are not limited to the following disciplines:

- Geotechnical investigation as determined by the design team, coordinated with Natural Resources.
- Survey work performed at existing HQ and at Escontrias. Need topographical survey for the area for the new Cultural Center, the road and parking areas. TPWD will contract with "blanket" surveyor Professional Design Firm to review survey work before acceptance.
- Civil engineering (including roadway, parking, walkway, trails, paving design, grading and drainage, water and wastewater design).

- Architecture (including sustainable design, code review, interior finish out, furnishings, fixtures, and equipment). It is assumed that this project will have architecture as lead.
- Exhibit planning, design, fabrication, and installation of interpretive exhibits.
- Landscape Architecture (including native vegetation, design of passive sustainable storm water strategies).
- Structural Engineering.
- Mechanical, Electrical, and Plumbing Engineering, including fire and life safety design.
- Special systems design (fire alarm, data, telecommunications, AV, security in buildings and sites, radio). TPWD's IT Division will provide and install VOIP phone system equipment.
- Registered Accessibility Specialist for plan review and inspections, including TDLR registration and fees.
- Energy Modeling and Facility Operating Cost Analysis.
- Cost Estimating
- Hazardous materials abatement (hazmat assessments and abatement specifications will be subcontracted by TPWD).
- Third-party Construction Materials Testing will be subcontracted by TPWD based on construction scope developed by the Design Professional of Record.

For complete draft Scope of Work (SOW) and Exhibit documents, see Attachment 2.

4.10 STAKEHOLDER ENGAGEMENT:

A strong stakeholder engagement process is integral to a successful project outcome. The selected Professional Design Firm must work with TPWD to design and implement a targeted, effective engagement program to incorporate the affiliated indigenous tribes, the Escontrias family, local groups, local and state elected officials, and other key contingencies. TPWD can help to establish a database of contacts.

The selected Professional Design Firm should work with TPWD staff and the TPWD Planning and Design team to convene a stakeholder working group to provide key input into the preliminary plan and conceptual design. The Professional Design Firm will facilitate the meetings, prepare presentation materials and meeting notes. The Professional Design Firm should propose a minimum of two meetings with the stakeholder working group.

- The first meeting should be held early in the planning process, before the development of detailed recommendations. This will be mainly a listening session for stakeholders to share ideas and concerns for the overall project. TPWD Planning and Design team will provide information from prior community meetings.
- The second meeting should be held after the development of draft conceptual recommendations, to give the working group a chance to react and give input.

TPWD will be responsible for working group invitations. The Professional Design Firm will assist in securing local meeting venue locations, audio/visual equipment, presentation materials, handouts, etc. (as reimbursables).

The Professional Design Firm will also be tasked with doing online survey(s) to the working group and other interested parties. The Professional Design Firm will develop online survey(s) with up to 20 key questions. The online survey may be designed include questions about visitor past and possible future park usage, desires, opportunities, priorities, insights, and other input. The Professional Design Firm will analyze the online survey's information, report results, and determine how the data will be incorporated into the design of the project, to arrive at a consensus for project goals and design concepts.

The Professional Design Firm must make stakeholders aware that:

- The input into the early stage of the project, has high-level assessments of potential improvements and costs, to be aligned with TPWD's project budget.
- The ownership of the land and operation of the facilities will continue to be by TPWD (to be supplemented by an outside funding/grant source, if available).

For planning and design of the project, the Professional Design Firm must work with the TPWD stakeholders. The TPWD stakeholders include:

- Region 1 Regional Director and Deputy Director,
- Regional Maintenance Specialist,
- Natural Resources
- Cultural Resources (and archeology),
- Park Superintendent,
- Asst. Superintendent,
- Park Ranger Interpreters,
- Regional Interpretive Specialist,
- Law Enforcement,
- Preservation Services (for THC coordination),
- Cultural Resources & Tribal Consultation services,
- Planning & Geospatial Resources,
- IT Division,
- Infrastructure Division Architects, Engineers, Inspector,
- Contract Manager,
- Construction Project Manager, and
- Design Project Manager.

The selected Professional Design Firm will include TPWD's stakeholders for comments and feedback in the milestone submittals for the development of the project design. (See draft SOW for description of Scope of Services).

TPWD will review the planning, design, fabrication, and installation of the interpretive exhibits for the Cultural Center and at the Escontrias Ranch House. The planning and development of the design of interpretive exhibits will involve facilitation not only with TPWD stakeholders, but also with affiliated indigenous contingencies and the Escontrias family members. TPWD's exhibit planners and tribal outreach coordinator are expected to attend these focus meetings. The number of required coordination meetings is to be determined. It is TPWD's intent for the design of the exhibit spaces to be integral and enriching to the exhibits. The selected Professional Design Firm will include TPWD's interpretive exhibit staff as a stakeholder for comments and feedback on exhibit design deliverables.

SECTION 5 - FORMAT OF RESPONSE

5.1 General Instructions.

5.1.1 Respondent shall submit one (1) original, and one (1) digital copy (USB flash drive in PDF format) of the completed Response, formatted in accordance with below.

5.1.2 Responses shall be prepared **SIMPLY AND ECONOMICALLY**, providing a straightforward, **CONCISE** description of the Respondent's ability to meet the requirements of this RFQ. Emphasis shall be on the **QUALITY**, completeness, clarity of content, responsiveness to the requirements, and an understanding of Owner's needs.

5.1.3 Respondents shall carefully read the information contained in the exhibits and submit a complete response to all requirements and questions as directed. Incomplete Responses will be considered non-responsive and subject to rejection.

5.1.4 Responses that are qualified with conditional clauses, alterations, items not called for in the RFQ documents, or irregularities of any kind are subject to rejection by TPWD, at its option.

5.1.5 TPWD makes no representations of any kind that an award will be made as a result of this RFQ, or subsequent RFQ. TPWD reserves the right to accept or reject any or all Responses, waive any formalities or minor technical inconsistencies, or delete any item/requirements from this RFQ when deemed to be in TPWD's best interest.

5.1.6 Responses shall consist of answers to questions identified in the exhibits. It is not necessary to repeat the question; however, it is essential to reference the question number with the corresponding answer.

5.1.7 Failure to comply with all requirements contained in this RFQ may result in the rejection of the response.

5.2 Page Size, Binding, Dividers and Tabs.

5.2.1 One (1) original and one (1) copy of the Response shall be printed on letter-size (8-1/2" x 11") paper and assembled in a simple, economical, and environmentally friendly manner **with no metal spiral bindings**.

5.2.2 Responses shall include the information requested in the criteria found in the Exhibits, which will be used by TPWD for evaluation.

5.2.3 Separate and identify each Exhibits by use of a divider sheet with an integral tab for ready reference.

5.3 Table Of Contents.

5.3.1 Responses shall include an organized, paginated "Table of Contents" corresponding to each section of the RFQ.

5.3.2 Response should be tab-indexed corresponding to the sections/exhibits listed in this RFQ.

SECTION 6 – REQUIRED RESPONSE CONTENT CHECKLIST

The following checklist is provided for the convenience of Respondents in their response preparation process. It is not intended to represent an exhaustive list of the requirements for this RFQ. Respondents must ensure that all requirements for this RFQ are met, even if they are not included in this checklist.

A completed checklist shall not be binding on TPWD’s administrative review for compliance with the mandatory response contents specified in this RFQ. As step one of the evaluation process, TPWD will review all responses to ensure compliance with the mandatory response contents as specified in the RFQ and reject any response that does not comply.

All responses must be received by TPWD on or before on the date/time specified in this RFQ. No late responses will be considered.

RESPONSE must include:

Included?	Exhibit	Description
<input type="checkbox"/>	A	Signed Execution of Response
<input type="checkbox"/>	B	Firm Profile
<input type="checkbox"/>	N/A	Respondent’s Financial Capability (Dun & Bradstreet (D&B) Business Information Report)**
<input type="checkbox"/>	C	Key Personnel Profiles
<input type="checkbox"/>	D	Team Structure
<input type="checkbox"/>	E	Statement of Qualifications
<input type="checkbox"/>	F	Comparable Projects & Corresponding Letters of References
<input type="checkbox"/>	G	Methodology, Quality Assurance / Quality Control & Cost Estimating
<input type="checkbox"/>	H	Signed HUB Subcontracting Plan
<input type="checkbox"/>	N/A	Submission of addenda signed by Respondent

** The Respondent must provide evidence of financial capability and stability. Respondent’s financial capability must be appropriate to the size and scope of the project.

Attach a copy of its Dun & Bradstreet (D&B) Business Information Report. If a D&B Report is submitted the report must include Respondent’s Viability Score and the Portfolio Comparison Score or similar ratings.

- Submit one (1) original of the complete Response signed in ink or digitally signed.**
- Submit (1) digital copy of the complete Response on a USB flash drive in ADOBE® PDF format.**

SUBMIT ENTIRE EXECUTION OF RESPONSE WITH RESPONSE

THIS EXECUTION OF RESPONSE MUST BE COMPLETED, SIGNED, AND RETURNED WITH THE REQUIRED DOCUMENTS. FAILURE TO COMPLETE, SIGN AND RETURN THE ENTIRE EXHIBIT SHALL RESULT IN REJECTION.

SIGNING A FALSE STATEMENT MAY VOID THE SUBMITTED QUALIFICATIONS OR ANY AGREEMENTS OR OTHER CONTRACTUAL ARRANGEMENTS. A FALSE CERTIFICATION SHALL BE DEEMED A MATERIAL BREACH OF CONTRACT AND, AT TPWD'S OPTION, MAY RESULT IN TERMINATION OF ANY RESULTING CONTRACT.

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

2. By signature hereon, Respondent offers and agrees to furnish to TPWD the products and/or services more particularly described in its Response, and to comply with all terms, conditions and requirements set forth in the RFQ documents and contained herein.

3. By signature hereon, Respondent affirms that he has not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted Qualifications.

4. Respondent certifies that it has not employed and will not employ a former TPWD or state officer who participated in a procurement or contract negotiation for TPWD involving Respondent within two (2) years after the state officer or employee left state agency employment or service.

5. By signature hereon, a corporate Respondent certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171, Texas Tax Code, or that the corporate Respondent is exempt from the payment of such taxes, or that the corporate Respondent is an out-of-state corporation that is not subject to the Texas Franchise Tax, whichever is applicable.

6. By signature hereon, the Respondent hereby certifies that neither the Respondent nor the firm, corporation, partnership, or TPWD represented by the Respondent, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this state, codified in §15.01, *et. seq.*, *Texas Business and Commerce Code*, or the Federal antitrust laws, nor communicated directly or indirectly the Responses made to any competitor or any other person engaged in such line of business.

7. By signature hereon, Respondent represents and warrants that:

7.1 Respondent is a reputable company regularly engaged in providing products and/or services necessary to meet the terms, conditions and requirements of the RFQ;

7.2 Respondent has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the terms, conditions, and requirements of the RFQ;

7.3 Respondent is aware of, is fully informed about, and is in full compliance with all applicable federal, state, and local laws, rules and regulations.

7.4 Respondent understands (i) the requirements and specifications set forth in this RFQ and (ii) the terms and conditions set forth in the Contract under which Respondent will be required.

7.5 Respondent, if selected by TPWD, will maintain insurance as required by the Contract, Reference Attachment 3, TPWD's Insurance Requirements.

8. By signature hereon, Respondent certifies that all statements, information, and representations prepared and submitted in response to this RFQ are current, complete, true, and accurate. Respondent acknowledges that TPWD will rely on such statements, information, and representations in selecting the successful Respondent. If selected by the TPWD as the successful Respondent, Respondent will notify TPWD immediately of any material change in any matters to which Respondent has made a statement or representation or provided information.

9. By signature hereon, Respondent certifies that the individual signing this document and the documents made part of the RFQ is authorized to sign such documents on behalf of the company and to bind the company under any agreements or other contractual arrangements, which may result from the submission of Respondent's Qualifications.

10. By signature hereon, Respondent certifies that if a Texas address is shown as the address of the Respondent, Respondent qualifies as a Texas Resident Respondent as defined in Rule 1 TAC 111.2.

11. By signature hereon, Respondent agrees to comply with *Texas Government Code*, Title 10, Subtitle D, §2155.4441, relating to use of services contracts for products produced in the State of Texas.

12. By signature hereon, Respondent certifies as follows:

12.1 Respondent certifies that they are in compliance with *Texas Government Code*, Title 6, §669.003, relating to contracting with executive head of a state agency. If §669.003 applies, Respondent will provide the following information for the Response to be evaluated:

Name of former executive: _____

Name of State agency: _____

Date of separation from State agency: _____

Position with Respondent: _____

Date of employment with Respondent: _____

12.2 "Under §231.006 (d), *Texas Family Code*, the Respondent or applicant certifies that the individual or business entity named in this response is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated, and payment may be withheld if this certification is inaccurate."

12.3 "Under §2155.004, *Texas Government Code*, the Respondent or applicant certifies that the individual or business entity named in this response is not ineligible to receive the specified contract and acknowledges that this contract may be terminated, and payment withheld if this certification is inaccurate."

12.4 "Under §2155.006, *Texas Government Code*, the Respondent or applicant certifies that the individual or business entity named in this response or contract is not ineligible to receive

the specified contract and acknowledges that this contract may be terminated, and payment withheld if this certification is inaccurate."

12.5 "Under §2254.004, *Texas Government Code*, the Respondent or applicant certifies that each individual or business entity which is an engineer proposed by Respondent as a member of the team was selected based on competence and qualifications only."

13. By signature hereon, Respondent certifies that no relationship, whether by relative, business associate, or by any other such kinship exist between Respondent and an employee of Texas Parks and Wildlife Department, and that Respondent has not been an employee of any Texas Parks and Wildlife Department within the immediate twelve (12) months prior to your RFQ response. All such disclosures will be subject to administrative review and approval prior to TPWD entering into any contract with Respondent.

14. By signature hereon, Respondent represents and warrants that all articles and services quoted in response to this RFQ meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-596) and its regulations in effect or proposed as of the date of this solicitation.

15. By signature hereon, Respondent signifies his compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.

16. By signature hereon, Respondent agrees that any payments that may become due under any agreements or other contractual arrangements, which may result from the submission of Respondent's Qualifications, will be applied towards any debt including, but not limited to, delinquent taxes and child support that is owed to the State of Texas under Section 231.006(d) of the Texas Family Code.

17. By signature hereon, Respondent certifies that no member of the Texas Parks and Wildlife Commission, or the Executive Officers of Texas Parks and Wildlife Department or its component, has a financial interest, directly or indirectly, in the transaction that is the subject of the contract.

18. By signature hereon, Respondent certifies that the responding entity and its principles are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and the Respondent is in compliance with the State of Texas statutes and rules relating to procurement and that Respondent is not listed on the federal government's terrorism watch list as described in Executive Order 13224.

19. Pursuant to *Texas Government Code*, Title 10, Subchapter F, §§ 2270.001-2270.002, TPWD may not enter into a contract with a company (as defined by *Texas Government Code*, Title 8, Subchapter A, § 808.001) that boycotts Israel. By signing this response, Respondent verifies that in accordance with *Texas Government Code*, Title 10, Subchapter F, §§ 2270.001-2270.002, Respondent:

1. Does not boycott Israel; and
2. Will not boycott Israel during the term of the contract.

20. Pursuant to *Texas Government Code*, Title 10, Subchapter F, §§ 2252.151-2252.154, TPWD may not enter into a contract with a company (as defined by *Texas Government Code*, Title 8, Subchapter A, § 806.051) that is identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under By signing this response, Respondent certifies that it is not a company identified on a list as prepared and maintained by the Texas Comptroller of Public Accounts pursuant to *Texas Government Code*, §§ 806.001, 807.051 or 2252.153.

21. By signature hereon, Respondent acknowledges that *Texas Government Code*, Title 10, Subchapter F, §§ 2252.201-2252.205 requires that all iron or steel products produced through a manufacturing process used in this project must be produced in the United States.

22. By signature hereon, the Respondent represents and warrants that neither it nor its employees and subcontractors have an actual or potential conflict of interest in entering into a Contract with TPWD. The Respondent also represents and warrants that entering into a Contract with TPWD will not create the appearance of impropriety. In its response, the Respondent shall disclose any existing or potential conflict of interest that it might have in contracting with TPWD. TPWD will decide, in its sole discretion, whether an actual or perceived conflict should result in disqualification or contract termination.

23. By signature hereon, the Respondent certifies that it has not had a contract terminated or been denied the renewal of any contract for non-compliance with policies or regulations of any state or federally funded program within the past five years nor is it currently prohibited from contracting with a governmental agency. If the Respondent does have such a terminated contract, the Respondent shall identify each and provide an explanation for the termination.

Respondent shall include all signed and dated addenda with their response submission. FAILURE TO SUBMIT EACH SIGNED AND DATED ADDENDUM WITH THEIR RESPONSE MAY RESULT IN REJECTION. TPWD ADDENDA ARE POSTED AT: <https://www.txsmartbuy.com/esbd>

The Respondent must complete, sign, and return this Execution of Response as part of their response. By submitting the Response, Respondent represents and warrants that the individual submitting this Execution of Response and the documents made part of this Response is authorized to sign such documents on behalf of the Respondent and to bind the Respondent under any contract that may result from the submission of this Response.

Respondent's Name: _____

Respondent's State of Texas Tax Account No: _____
(This 11-digit number is mandatory)

If a corporation:
Respondent's State of Incorporation: _____

Respondent's Charter No: _____

Submitted and Certified By:

(Respondent's Name)

(Title)

(Street Address)

(Telephone Number)

(City, State, Zip Code)

(Email Address)

(Authorized Signature)

(Date)

SUBMIT ENTIRE EXECUTION OF RESPONSE WITH RESPONSE

END OF EXHIBIT A

EXHIBIT B – FIRM PROFILE PASS/FAIL

Respondent shall use this exhibit to clearly demonstrate how they meet the requirements set forth in this solicitation. This form may be modified as needed to comply with the requirement to document firm’s information. Additional pages can be added to this exhibit, if needed. ***Failure to return this exhibit shall result in the response submission being considered non-responsive.***

Legal Name of the Professional Design Firm	
Firm Description	
Principal Name and Office location:	
Address of Corporate Headquarters	
Street Address	
City, State, Zip	
Contact Person regarding firm’s submission to the solicitation:	
Name & Title	
Phone	
Email Address:	
Indicate if your firm or any of its subsidiaries filed or met criteria for bankruptcy within the last five (5) years.	
___ Yes ___ No If yes, explain.	
Indicate if your firm or any of its subsidiaries has been involved in litigation within the last five (5) years.	
___ Yes ___ No If yes, explain.	
Number of years in business under the present name	
Number of employees:	
Approximate number of projects completed by your firm in the last 5 years	

Number of years actively participating in offering the services described herein: <i>(To meet minimum requirements for this RFQ, respondent shall have minimum of 5 years' experience performing these services)</i>	
---	--

PROPOSED SUBCONSULTANT'S PROFILE (FILL IN FOR EACH SUB)

Legal Name of the Firm	
Firm Description	
Principal Name and Office (local) location:	
Address of Corporate Headquarters	
Street Address	
City, State, Zip	
Contact Person regarding firm's submission to the solicitation:	
Name & Title	
Phone	
Email Address:	
Indicate if your firm or any of its subsidiaries filed or met criteria for bankruptcy within the last five (5) years.	
<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, explain.	
Indicate if your firm or any of its subsidiaries has been involved in litigation within the last five (5) years.	
<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, explain.	
Number of years in business under the present name	
Number of employees:	
Approximate number of projects completed by your firm in the last 5 years	

<p>Number of years actively participating in offering the services described herein:</p> <p>(To meet minimum requirements for this RFQ, respondent shall have minimum of 5 years' experience performing these services.)</p>	
--	--

Respondent's HUB Information

Is your firm a **Texas Certified Historically Underutilized Business?** (HUB): YES , NO

If yes, please indicate gender and ethnicity:

Gender: Male , Female

Ethnicity: Asian Pacific Islander , Black American , Hispanic American , Native American

Service-Disabled Veteran: Yes, No

END OF EXHIBIT B

EXHIBIT C – KEY PERSONNEL PROFILES

CRITERIA 1

POINTS VALUE: 15 POINTS MAXIMUM

Respondent Name: _____

Respondents shall provide a Key Personnel profile – tabbed Exhibit C, **for each key personnel, for the past 10 years**, to be assigned under the resulting contract. Key personnel should be expected to handle the project on a day-to-day basis. Key personnel can be the Project Principals, Project Managers, and Project Professionals. They can be several or the same individual. **Include qualifications which project professional is/are licensed as a professional engineer or registered architect in the State of Texas at the time of the submittal.** *Include all requested information for each key personnel.*

TPWD is interested in the experiences of key personnel that demonstrate history and success with projects of similar programs and clients/stakeholders, as the project described in the Scope of Work.

Key personnel profile is valued up to 10 points.

Role and statement of experience with comparable projects is valued up to 5 points.

Submit one (1) Exhibit C along with a Resume for each key personnel. Additional pages can be added to this exhibit, if needed. ***Failure to return this exhibit and resumes shall result in response being considered non-responsive.***

Key Personnel:

Full Name: _____

Job Title, Role: _____

Office Location: _____

Total Years Employed by Respondent: _____

Total Years' Experience (in current role): _____

Qualifications and Experience: _____

Specific Education, Training, Certifications: _____

List three (3) comparable projects which have been completed in the past ten years for each Key Personnel:

Personnel - Project 1:

Project Name & Location, Size in gross square feet	
Project Description of Work and statement that explains how this project is similar to this solicitation's Project	
Owner:	
Address	
Contact Name / Title	
Phone	
Email Address	
Roles and Responsibilities:	

Personnel - Project 2:

Project Name & Location, Size in gross square feet	
Project Description of Work and statement that explains how this project is similar to this solicitation's Project	
Owner:	
Address	
Contact Name / Title	
Phone	
Email Address	
Roles and Responsibilities:	

Personnel - Project 3:

Project Name & Location, Size in gross square feet	
Project Description of Work and statement that explains how this project is similar to this solicitation's Project	
Owner:	
Address	
Contact Name / Title	
Phone	
Email Address	
Roles and Responsibilities:	

END OF EXHIBIT C

EXHIBIT D – TEAM’S STRUCTURE

CRITERIA 2

POINTS VALUE: 15 POINTS MAXIMUM

Criteria 2: Describe the roles of the key individuals proposed to work on this project. TPWD is interested in the team’s (prime and subconsultants) organizational structure. Identify project leadership, reporting responsibilities, how prime firm will interface with TPWD and stakeholders, and how subconsultants will work within the team structure.

Explain intra-team communication plan.

Provide an organization chart (can be diagrammatic) that indicates activities, responsibilities, and key personnel. Organizational chart may be submitted on 11x17 inch paper.

Provide a brief narrative of not to exceed 3 pages. If applicable, describe past collaborations of the team.

Responses should align with the team’s proposed HUB organization plan.

END OF EXHIBIT D

EXHIBIT E – STATEMENT OF QUALIFICATIONS

CRITERIA 3

POINTS VALUE: 20 POINTS MAXIMUM

Provide a narrative description of your interest in, availability of, and commitment to our project. To meet minimum requirements for this RFQ, respondent shall have minimum of 5 years' experience performing these services. TPWD is looking for the prime Professional Design Firm to have 5 years minimum experience.

Provide firm background, years of experience, qualifications & capabilities in areas of services described herein. <i>Attach additional page, if needed.</i>
Provide a statement on the commitment and percentages of availability of the Firm and its principal(s), project managers, and assigned professionals to undertake this project.
Provide a detailed statement describing firm's professional qualifications and ability to undertake high quality work for the Owner.

END OF EXHIBIT E

EXHIBIT F – COMPARABLE PROJECTS AND CORESPONDING LETTERS OF REFERENCES

CRITERIA 4

POINTS VALUE: 30 POINTS MAXIMUM

Respondent's Name _____

Respondents shall use this exhibit to provide a minimum of five (5) comparable projects with corresponding letters of references from the Owner, for projects completed within the past ten (10) years that illustrate experience in performing reliable, repeatable high quality design services Include all requested information.

Minimum Experience Requirement:

TPWD is interested in comparable past project experience and collaborations with the five (5) Indigenous nations and communities and/or similar contingencies.

TPWD has identified the Scope of Work to be provided for this project, which is Attachment 2. Each scope of work task can be accomplished through the prime firm or through subconsultants. TPWD is interested in the prime Firm's expertise in design and interested in the history and success of the firm's qualifications to perform the scope of work with projects of similar programs and stakeholders.

Additional pages can be added to this exhibit, if needed. *Please do not use TPWD staff or past work performed for TPWD as a "reference" in this Exhibit. A separate section may be used to list past and current TPWD Projects. **Failure to return this exhibit shall result in response being considered non-responsive.***

References shall be considered relevant based on specific project participation and experience with the Respondent. TPWD may contact references during any part of this process. TPWD reserves the right to contact any other references at any time during the RFQ process.

List the projects in order of priority, with the most relevant project first. The documentation presented should be in sufficient detail to demonstrate that:

Comparable project with the same, or a majority of the same, team proposed for this project is valued up to **5 points**.

Comparable project of similar size, scope and complexity is valued up to **5 points**.

Comparable project with the same geographical region as this project is valued up to **5 points**.

Comparable project facilitated and specially designed for indigenous government; government /municipal entity is valued up to **10 points**. Specially designed projects will receive more points than common building types.

References for comparable project is valued up to **5 points**.

PROJECT NO. 1:

Project Title	
Owner's Name	
Address	
Contact Name/Title	
Phone/Email Address	
Location, Size in Gross Square Feet	
Type of construction (new, historic, renovation, or expansion)	
Description the specific services that the Firm provided for the project	
Amount of the final Opinion of Probable Construction Cost (OPC) issued to Owner with 100% bid-ready construction documents, the final actual construction cost of the built project including all executed change orders, and the percent difference of the two. Explain any differences in final construction costs greater than 10% of the final OPC, and what steps the Firm implemented to ensure greater OPC accuracy for future projects.	
Name of your Firm's principal-in-charge, or other key staff members (s) with prime responsibility for delivery of services	

Name of subconsultants utilized for the project
Brief Project Description. Include a statement that explains how this project is similar to this solicitation's Project.

PROJECT NO. 2:

Project Title	
Owner's Name	
Address	
Contact Name/Title	
Phone/Email Address	
Location, Size in Gross Square Feet	
Type of construction (new, historic, renovation, or expansion)	
Description the specific services that the Firm provided for the project	

<p>Amount of the final Opinion of Probable Construction Cost (OPC) issued to Owner with 100% bid-ready construction documents, the final actual construction cost of the built project including all executed change orders, and the percent difference of the two. Explain any differences in final construction costs greater than 10% of the final OPC, and what steps the Firm implemented to ensure greater OPC accuracy for future projects.</p>
<p>Name of your Firm's principal-in-charge, or other key staff members (s) with prime responsibility for delivery of services</p>
<p>Name of subconsultants utilized for the project</p>
<p>Brief Project Description. Include a statement that explains how this project is similar to this solicitation's Project.</p>

PROJECT NO. 3:

Project Title	
Owner's Name	
Address	
Contact Name/Title	
Phone/Email Address	

Location, Size in Gross Square Feet
Type of construction (new, historic, renovation, or expansion)
Description the specific services that the Firm provided for the project
Amount of the final Opinion of Probable Construction Cost (OPC) issued to Owner with 100% bid-ready construction documents, the final actual construction cost of the built project including all executed change orders, and the percent difference of the two. Explain any differences in final construction costs greater than 10% of the final OPC, and what steps the Firm implemented to ensure greater OPC accuracy for future projects.
Name of your Firm's principal-in-charge, or other key staff members (s) with prime responsibility for delivery of services
Name of subconsultants utilized for the project

Brief Project Description. Include a statement that explains how this project is similar to this solicitation's Project.

PROJECT NO. 4:

Project Title	
Owner's Name	
Address	
Contact Name/Title	
Phone/Email Address	
Location, Size in Gross Square Feet	
Type of construction (new, historic, renovation, or expansion)	
Description the specific services that the Firm provided for the project	
Amount of the final Opinion of Probable Construction Cost (OPC) issued to Owner with 100% bid-ready construction documents, the final actual construction cost of the built project including all executed change orders, and the percent difference of the two. Explain any differences in final construction costs greater than 10% of the final OPC, and what steps the Firm implemented to ensure greater OPC accuracy for future projects.	

Name of your Firm's principal-in-charge, or other key staff members (s) with prime responsibility for delivery of services
Name of subconsultants utilized for the project
Brief Project Description. Include a statement that explains how this project is similar to this solicitation's Project.

PROJECT NO. 5:

Project Title	
Owner's Name	
Address	
Contact Name/Title	
Phone/Email Address	
Location, Size in Gross Square Feet	
Type of construction (new, historic, renovation, or expansion)	

Description the specific services that the Firm provided for the project

Amount of the final Opinion of Probable Construction Cost (OPC) issued to Owner with 100% bid-ready construction documents, the final actual construction cost of the built project including all executed change orders, and the percent difference of the two. Explain any differences in final construction costs greater than 10% of the final OPC, and what steps the Firm implemented to ensure greater OPC accuracy for future projects.

Name of your Firm's principal-in-charge, or other key staff members (s) with prime responsibility for delivery of services

Name of subconsultants utilized for the project

Brief Project Description. Include a statement that explains how this project is similar to this solicitation's Project.

List any on-going and/or past projects for Texas Parks & Wildlife Department by your firm:

TPWD Project No. 1

TPWD Project No.	
Project Location	
Project Title	
TPWD Point of Contact	
Dates of Services	
Comments:	

TPWD Project No. 2

TPWD Project No.	
Project Location	
Project Title	
TPWD Point of Contact	
Dates of Services	
Comments:	

TPWD Project No. 3

TPWD Project No.	
Project Location	
Project Title	
TPWD Point of Contact	
Dates of Services	
Comments:	

TPWD Project No. 4

TPWD Project No.	
Project Location	
Project Title	
TPWD Point of Contact	
Dates of Services	
Comments:	

TPWD Project No. 5

TPWD Project No.	
Project Location	
Project Title	
TPWD Point of Contact	
Dates of Services	
Comments:	

END OF EXHIBIT F

EXHIBIT G – METHODOLOGY, QUALITY ASSURANCE/QUALITY CONTROL & COST ESTIMATING

CRITERIA 5

POINTS VALUE: 15 POINTS MAXIMUM

Respondent shall submit the following information, including numbered responses corresponding to each of the following items. Provide a narrative not to exceed ten (10) pages. ***Failure to provide the information requested in this exhibit shall result in response being considered non-responsive.***

Methodology, Quality Assurance/Quality Control and Cost Estimating: Include a complete description of the firm's proposed approach, methodology, and discipline for a sample project in each of the firm's related disciplines.

1. **Methodology** – *Describe your Professional Design Firm's process for:*

- 1.1 Approach to design.
- 1.2 Facilitation of TPWD's stakeholders and community outreach and input.
- 1.3 Confirming the scope of work.
- 1.2 Scheduling delivery of services; understanding of the sequencing required.
- 1.3 Typical scopes of work that are outsourced to sub-consultants or subcontractors.
- 1.4 Project management and coordination; methods to successfully complete the work.
- 1.5 Project communications of the team (firms) and disciplines; and how the prime firm will interface with TPWD.

2. **Quality Assurance / Quality Control** – *Provide the following information:*

2.1 Provide a description of your firm's quality assurance program explaining the method used and how the firm maintains quality control during the development of construction documents and quality assurance during the construction phase of a project. Provide specific examples of how these techniques or procedures were used for one of the projects listed in response to Criteria 5.

2.2 Provide the name and job title of the person in your organization who oversees your quality assurance program. TPWD reserves the right to require a copy of your Quality Control Manual and Quality Assurance Processes, which, if contracted, will become a contract document.

2.3 Respondent shall describe its quality requirements and means of measurement. Provide a process flow chart on how quality is maintained and achieved.

2.4 The respondent shall describe the firm's policy regarding establishing quality control processes similar to ISO 9000 and other in-place controls for adherence to budget, quality, safety, and schedule.

3. **Cost Estimating** – *Provide the following information:*

3.1 Describe your construction cost estimating methods for design and construction phases. How do you develop construction cost estimates and what degree of accuracy is achieved?

END OF EXHIBIT G

ATTACHMENT 1

DRAFT PROFESSIONAL SERVICES AGREEMENT

ATTACHMENT 2

DRAFT SCOPE OF SERVICES

SCOPE OF WORK (SOW)
TPWD Project Number 1111827
Cultural Center and Park Headquarters
Hueco Tanks State Park and Historic Site (SPHS)
National Historic Landmark and State Antiquities Landmark

Design Project Manager: Juana Salazar
Contract Manager: JoAnn Hernandez

DOCUMENT PURPOSE

This document is intended to define the specific scope of design services for the above-referenced **Project**. The purpose is to assist the **Design Professional** to align their qualifications to the specific requirements for this Project. This document is supplemental to the **Professional Services Agreement (PSA)** and is not intended to supersede it unless expressly noted. Therefore, if this SOW is silent on a specific deliverable or task, then the direction provided by the PSA governs.

PROJECT BACKGROUND

Hueco Tanks State Park and Historic Site, located in the Chihuahuan Desert, has a human history spanning over 10,000 years. This site has served as a vital resource for indigenous peoples and travelers, offering water, food, and shelter. It holds significant cultural value, evident through the rock imagery left by early hunter-gatherers and other indigenous peoples, depicting human and animal-like figures, geometric designs and “mask-like” pictographs.

Around A.D. 650, the Jornada Mogollon people began agricultural practices at the base of the rock hills, utilizing the water sources for their crops. Their presence is evidenced by the remains of pithouse structures, pottery sherds, stone tools, and water control features. Notably, the park boasts the largest collection of “mask-like” pictographs in North America, with more than 200 identified.

Throughout history, Hueco Tanks has continued to attract various indigenous peoples, such as the Kiowa, Mescalero Apache, Comanche, the Tiwa of Isleta Pueblo, and the Tigua of Ysleta del Sur Pueblo, who consider the site integral to their heritage. Their rock images portray handprints, dancing figures, horses, weapons, and encounters with European settlers.

The park also has evidence of the passage of travelers, including military scouts, gold-seekers, local El Pasoans and cattle drovers, who left their marks on the rocks. This site played a pivotal role as a relay station for the Butterfield Overland Mail in the late 1800s.

In terms of geology, Hueco Tanks showcases unique formations shaped over millions of years by wind and water erosion. These igneous rock formations effectively capture rainwater, creating a rich oasis in the arid desert. The park is home to a diverse range of plant and animal species, with carnivores, rabbits, rodents, reptiles, bats, amphibians, and over 200 bird species inhabiting the area.

Preservation efforts have been made to safeguard the park's historical and natural significance. It holds designations as a National Historic Landmark, State Antiquities Landmark, and is listed on the National Register of Historic Places.

Considering the park's cultural, historical, and ecological significance, it is imperative to preserve and maintain the park's resources while also being respectful of the indigenous community connections and the varying park user groups. The project's scope should address visitor experiences, connecting trails, education, and interpretation programs, while ensuring compliance with preservation guidelines and regulations. By carefully planning and executing the scope of work, we can contribute to the long-term preservation and enjoyment of Hueco Tanks State Park and Historic Site for future generations.

PROJECT SITE LOCATION

Hueco Tanks State Park and Historic Site is located within El Paso County, approximately thirty-two miles east of the city of El Paso, Texas on U.S. Highway 62/180, north on Ranch Road 2775, on Park Road 68. The mailing address is 6900 Hueco Tanks Road No. 1, El Paso, TX 79938. The existing park Headquarters is located at: **Latitude:** 31.926453 **Longitude:** -106. 042437 The Interpretive Center aka Escontrias ranch house is just off 68 Road. The new Cultural Center and Park Headquarters will be sited to the northeast side of the State Park.

[Hueco Tanks State Park & Historic Site — Texas Parks & Wildlife Department](#)

PROJECT OVERVIEW

PROJECT SUMMARY:

Planning and Design of a new Cultural Center and Park Headquarters replacement, with outdoor Community Grounds gathering area, new roadway and parking, and interpretive exhibits. Phase 1 essential renovations/repairs to the existing HQ and to the existing Interpretive Center aka Escontrias ranch house, with parking. relocation and new connecting trails.

PROJECT OVERVIEW:

The current Interpretive Center does not meet staff and visitors' needs. The new Cultural Center and Park Headquarters will provide a modern, serviceable, and sustainably built facility that is culturally appropriate and respectful to associated indigenous communities. The existing Headquarters needs essential repairs to continue to serve as first point of visitors' contact. The Escontrias needs essential repairs, parking relocation, and new connecting trails.

PROJECT OBJECTIVES:

- Honor site history and natural resources with a new Cultural Center that improves orientation, interpretation, and education of the site's importance to all visitors.
- Sustain continuity of site usage and accommodate visitation. In particular, the ability to convey through design and orientation, the delicate balance between recreation and cultural preservation that has historically been a challenge at the site.
- Enhance visitor experience and improve site orientation. The new Cultural Center and Park Headquarters will be the primary point for visitor orientation and interpretation for Hueco Tanks State Park and Historic Site.
- Allow the Park to be experienced even if the interior of the State Park is at capacity. The Cultural Center would allow visitors to appreciate Hueco Tanks while waiting for the opportunity to enter the Park or should they not be able to go in.
- Accommodate State Park staff needs.

PROJECT DELIVERABLES:

- Continue TPWD's holistic approach to improve and enhance the State Park and Historic Site. A holistic approach is strategic planning to address park facilities and programmatic improvements, including phasing and funding within the project's scope.
- Provide a Preliminary Design Report (PDR) for the assessment of current conditions, programming, and conceptual designs that lays out the requirements for the Cultural Center and Park Headquarters' site and building.
- Provide design drawings (Schematic, Design Development, Construction Documents), and specifications, for the feasible components.
- Prepare documents that summarize the planning/design process including, presentation materials, meeting notes, challenges, decisions, and other important elements associated with project development, in particular communication and support from affiliated tribes and other stakeholders of Hueco Tanks. A similar precedent would be the "Hueco Tanks Working Group Report."

New Building / Site Construction:

11. Provide a new Cultural Center (visitors' center) that will function as interpretive space, and new Park Headquarters (10,800 sf),
12. Provide an Amphitheater/Outdoor Community Grounds gathering area to be associated with Cultural Center (5,600 sf).
13. Provide Landscape (for areas affected by minimal disturbance and/or interpretive areas)
14. Provide a new roadway (2,625 lf) to the Cultural Center
15. Provide a new parking lot (130 spaces) to serve the Cultural Center.
16. Provide a new connecting trail (600 lf) to/from the Cultural Center

Major Repair / Alterations:

17. Relocate/replace parking (9 parking spaces for Escontrias) to allow for direct viewscape from existing HQ and create an opportunity for a future landscape setting to reflect the era of inhabitation.
18. Essential repairs of existing Headquarters (900 sf), replace roof, and upgrade restroom.
19. Upgrade the existing connecting trail (900 lf) to/from Escontrias.

Historic Building Site Repair / Alterations:

20. Essential repairs to Escontrias ranch house (1,675 sf) to include a security system and stabilization repairs.

Note: Square Footages, Linear Feet, number of parking spaces and other quantities here are approximate. Design Professional to evaluate and confirm program needs and requirements for each facility and its site.

PROJECT ASSUMPTIONS / CONSTRAINTS / PARAMETERS / RISKS / OTHER NOTES

ASSUMPTIONS:

- View sheds/corridors shall be considered, to/from the facilities and landscapes, to interpret the cultural and natural resources.
- The facilities and site improvements will be ADA accessible.
- In the interest to reduce cost and time, the Design Professional shall utilize existing data and reports from reputable agencies to support the design aspects of the project when applicable.

CONSTRAINTS: (codes, restrictions, approvals, concurrences, etc.)

- Hueco Tanks SPHS was designated a National Historic Landmark in 2021.

- The project is on land owned by TPWD. The site will continue to be maintained by TPWD. The buildings and facilities will be maintained by TPWD.
- The proposed location and layout of the Cultural Center site considers the least impact based on known archeological sites. However additional archeological studies will need to be completed to determine any site constraints.
- The proposed site layout of the Cultural Center should consider the initial layout and program as provided by State Park's Planning.
- The Park will remain open during construction. Facility construction must not interfere with Park operations. Escontrias house will continue to show mandatory video to Park visitors until this function is opened at the new Cultural Center facility.
- The new Cultural Center should receive transferred staff and selected artifacts from the existing Interpretive Center aka Escontrias ranch house, and from the existing HQ.
- As a National Historic Landmark, Hueco Tanks State Park and Historic Site will require reviews from NPS, use of The Secretary of the Interior's Standards and Guidelines, including Section 106 to ensure that historic consideration is taken at all levels of planning and development.
- The essential renovation work at Escontrias and the existing Headquarters, will require review and approval of design and design documents by the Texas Historical Commission (THC). The design professional shall coordinate their design activities with TPWD's Preservation Services, who will provide lead coordination with THC and SHPO. The Design Professional is expected to produce and provide all materials necessary for THC reviews and approvals.
- A Project Review Request (PRR) approval process will be initiated and undertaken by State Parks to review the cultural, natural, archeological, historical, planning, and interpretive exhibits/installations. Through the PRR approval process, State Parks will contact and communicate to the outside entities. The Design Professional will not contact but will support the efforts.
- **The proposed project shall include coordination with the five affiliated indigenous communities and affiliated state agencies. Consultation will involve the Tribal Historic Preservation Officers and/or designated representatives for each affiliated indigenous community. The Design Professional shall coordinate and facilitate all groups to gather project-relevant information to seek concurrence.** Coordination is required with TPWD's Tribal Consultations SP representative. Travel to where the affiliated indigenous communities reside may be required to assure participation and support.
- The building and site design will have significant involvement and guidance from State Parks regional and local staff and from State Parks' Cultural Resources, Natural Resources, Interpretive Services, and Planning departments during planning and programming. Interpretive exhibits will be conceptualized and curated by TPWD's Interpretive Services, and/or use current displays and exhibits.
- For the planning of the essential repairs/renovation of the Escontrias ranch house, facilitate input from former inhabitants and/or family relatives and descendants.
- Roadways/driveways will be designed to conform with TxDOT standards. Coordinate roadway permits the TPWD's TxDOT liaison. Permits are required for underground utility crossings.
- Since Hueco Tanks State Park and Historic Site has previously received grant funding from the Land and Water Conservation Fund, all new utilities must be installed underground. Underground electrical primary will need to be coordinated with electric company supplier.
- Other projects in this State Park include the Utility Study project #1110145, in which the Design Professional of this project should coordinate the development of future capacity needs.
- Coordinate Stormwater Pollution Prevention Plan (SWPP) report for erosion control.
- The buildings, sites, and trails will be ADA accessible, conform to 2012 Texas Accessibility Standards, Elimination of Architectural Barriers, and interpretations, and US Dept. of Justice 2010 ADA Standards for Accessible Design. Provide RAS plan review, TDLR registration, and RAS inspection.
- TPWD has listing of Standard Building Codes adopted on September 1, 2021. See attachment.
- It is likely that the new Cultural Center will have Assembly and Business occupancies under NFPA 101. For fire protection, proposed solutions may be reviewed by the Local and County Fire Marshals

and State Fire Marshal (SFMO). TPWD's Infrastructure Division meets on a quarterly basis with SFMO. If needed, TPWD can request for a workshop meeting with SFMO. It is likely that SFMO will request the Design Professional to coordinate with local and county fire officials for agreed planning of first responders.

- **Texas professional licenses and seals are required for all disciplines with the Design Professional and consultants.**

PARAMETERS:

Design and Phasing:

- Design will consider the new Cultural Center and Park HQ building, essential repairs to the existing HQ and the Escontrias, and related site components. The Design Phases (Preliminary design, SD, DD, and CDs) will deliver selected building and site components.
- Since the Park will remain open to the public with visitors' permits, construction areas will need to be secured against authorized entry.
- In Phase One preliminary design: the phasing of design and construction is to be discussed and coordinated with park staff.
- The new Cultural Center may be completed to receive the staff and artifacts from the existing Interpretive Center (Escontrias ranch house) and existing HQ, before starting their essential renovations and repairs. It may be studied if Park staff and mandatory orientation video functions have a temporary relocation during construction.
- The existing Escontrias ranch house and the existing HQ will be closed during their construction . The park staff will need to be relocated.

Site and Buildings:

- **Review comments from State Park Planning's meeting with the Community** (see SP Planning's Presentation Board PDF):
 - Plan for Cultural Center needs to include Outdoor Community Grounds / amphitheater outdoor spaces.
 - The new Cultural Center and Park Headquarters building should utilize traditional building aesthetics with local materials.
 - Emphasize preservation and conservation of landscape, resources, and water.
 - Focus interpretation on the value of landscape, refuge versus artifacts.
 - Balance between highlighting glyphs and rock art that are sacred and not to be shown, versus those that could be shown/interpreted in Cultural Center.
 - Interpret examples through the lens of each tribe. Example of 'Horse' as element for varied interpretations.
- **Cultural Center and Park Headquarters** building shall have unobstructed wide panoramic views of the Hueco Tanks mountains and natural landscape. This is to orient the visitor with vistas of the unique environment at Hueco Tanks. The exterior spaces of the building should connect physically and visually to the site. The building should have a public 'porch' (and breezeway) facing the Hueco Tanks mountains to allow visitors to be protected from the inclement elements, while they sit and congregate, and accommodate with interpretive needs. Viewsheds/corridors shall be considered in the design, to/from the facilities and landscapes, to interpret the cultural and natural resources. Building entry and discovery sequence from parking to the lobby, reception, and restroom, and lobby to interpretive exhibit spaces, to the exterior community activity space, should flow spatially with clear directional qualities from architectural cues (not relying on signage) and feel intuitive (easy to follow and understand for first-time and repeat visitors. The Cultural Center building should be 'of the landscape' part of nature, of site-specific design, and yet be modern building in the unique nature of Hueco Tanks. The new building should be an interpretive feature on building a better future by building 'green' with energy efficient technologies as a sustainable design approach. The

building should be inviting. Material selections should be locally sourced, be long-lasting and low maintenance, ideally sensitive to and in keeping with the natural colors and textures found at Hueco Tanks. The Interior design and furnishings should also consider the above.

- Discussion for the building's plan to accommodate possible future expansions.
- Parking for Cultural Center to be on the opposite side of the building, to not interfere with mountain views. Parking should accommodate cars, RVs, staff parking, and accessible parking. Number of spaces to be confirmed. Turning radii should accommodate full-size tractor trailer (18-wheeler). Parking areas should be designed to be integral with the surrounding landscape yet have defined boundaries.
- Relocate existing parking in front of Escontrias, onto the Park Road, to clear view corridor from the existing HQ's entry to Escontrias.
- **Escontrias ranch house** will only have essential repairs in this project. Note: the following information is FYI. In a future project, the Escontrias building will be fully renovated/restored as an 'Interpretive Feature' to have interpretive artifacts and exhibits, based with input from Escontrias descendants, yet meaningful to the public. The home was originally built in 1898. The Escontrias house is not listed as historic but is considered historic by TPWD. Significant renovations will be based on year of interpretation from 1939 photographs. The 1939 photographs show exterior views in which the building structure had a 'flat' roof with scupper drains, chimney pipe, and no porch covering. The heating and ventilation will revert to the same period of inhabitation experience, to use passive energy systems, including natural ventilation. Heating and air conditioning systems will be removed and not re-introduced, as it would mean modifying and modernizing the exterior wall's thermal and moisture vapor systems, and/or finding spaces for ductwork in the ceiling or under the floor. Under floor excavation is denied for archeological reasons. Staff restroom within Escontrias will be removed (or upgraded) to renovate/restore the entire house. Water and sewer utilities shall be safely capped when plumbing fixtures are removed. The existing building and flanking stone wall ruins, and how to incorporate the structures into the overall site plan and visitor circulation/trails. A canopy, like the corral's shelter in the photo, may be introduced on the site to replace the porch roof as outdoor shelter. Coordinate viewsheds (including entry corridor view from existing HQ), cultural, and natural resources. Escontrias and its the ruins will be incorporated into the visitors' circulation for future interpretation.
- **Existing Headquarters'** existing conditions to be assessed. The existing HQ will only have essential repairs in this project are defined as repairs required for the building and its staff to better serve as the first point of contact for greeting/orienting visitors to the park, to better function as the first point of contact with visitors. Note: the following information is FYI: Roof and ceiling needs replacement, window upgrades, new flooring. Public/staff restrooms need ADA upgrade. Access to the building needs ADA upgrade. Fee booth/side sliding glass door entry need upgrades and shading. Front counter/desk needs improvement. Define what visitors' services may be needed. Define how to improve admin staff office. There may be an opportunity to office the park police officer and consider additional office space for customer service reps or other staff that may stay consistently or seasonally.
- Confirm program needs and requirements for each facility in this project.

Landscape:

- The project needs to consider its surrounding site and landscape design to enhance the interpretation of its buildings. The landscape should not be disturbed, if possible, but the new landscape should create design vocabularies for each setting (outdoor rooms) to be harmonious with overall site design, including the grounds and walkways to enhance the visitors' experience.
- TPWD prefers to preserve as much of the existing natural landscape as possible, and any newly constructed landscape should replicate existing native landscape.
- The landscapes can be differentiated by various interpretive gardens: wildscape garden, interpretive garden, display garden, geology garden, etc.

- TPWD Natural Resources will provide guidelines of landscape plant palette, including those for local native vs adaptive plants and trees, and predominantly native grasses and wildflower seed mixes. TPWD prefers native species over adaptive.
- TPWD may seek park volunteers to cultivate the existing cacti and hardy plants from the future building and parking site area, to transplant into the project.
- Ornamental elements will be indigenous succulents and hardy species that have very low water requirements.
- Unwanted views, if any, will be primarily screened with planted landscape. Fences and other physical screens are not preferred.

Mechanical, Electrical and Plumbing Systems:

- Energy-efficient system technologies are expected in the new facility and in essential upgrade of the existing HQ.
- In future comprehensively historic upgrades, the Escontrias shall have passive heating and cooling, with natural ventilation from door openings and operable windows. The stone/stucco walls system can remain as is, without adding thermal and moisture/vapor wall system components. May introduce inconspicuously concealed insulation at the new roof. Screens on operable windows and doors may reduce insects from entering the space. If chosen to be operable, the only heating source would be the restored 'franklin' stove. The massing from the stucco stone walls would provide latent heat. Artificial systems of lighting, ventilation, and/or plumbing are to be inconspicuously hidden at Escontrias.
- Electrical service provider is Rio Grande Co-Op. The concurrent Utilities Project will determine if El Paso Electric (EPEC) can feasibly connect to our Park. The Utilities Project will confirm with the electrical utility provider to extend primary three-phase. Coordinate with (the current or future) electrical service provider any benefits for solar, electric vehicle charging stations, and any other viable provisions.
- Consider a backup generator system for power outages (under current electrical service provider). Backup generator may be required for pumping water for fire control.
- All new systems need to be all-electric. The use of propane is discouraged by TPWD due to maintenance.
- Dark sky lighting is required. LED lighting is preferred. Any lighting, seen from outside, should have a color temperature of no more than 3000 K, to be sensitive to wildlife.
- Coordinate water line pipe source locations with the Utilities project.
- Any landscape irrigation will be 2,500 sf or less. Systems greater than 2,500 sf trigger a separate meter under SECO.
- Coordinate wastewater septic locations with the Utilities project.
- Water, wastewater, and electrical service will be provided from the TPWD Utilities project. Coordinate required design capacities with the Utilities project. Project schedules must be coordinated to provide utilities to the site prior to start of project construction.

Communications: IT/Data/Phone/Radio/Security:

- AT&T, Verizon is phone/data service provider. The project should provide conduit/wiring to offices for data/phone outlets back to a backboard. Coordinate security, data, and phone with TPWD's IT Department. TPWD's IT will need to be involved in the project to coordinate IT service.
- Plan for security cameras and locations, including license plate recognition. Use Miraki security surveillance cameras with a 5-year subscription. Use security vendor, same vendor as internet connection, but have separate VLANs. Building security should have key-pad alarm system, HID card for TPWD's law enforcement, which can be shared with local law enforcement.
- Coordinate radio with TPWD's Radio Support Resources.
- Run new fiberoptic underground, not aerial. TPWD plans to fund fiber optic service to the Park from the Maintenance Building. Could incorporate fiber backhaul to new Cultural Center and Escontrias.

Exhibit Planning:

- TPWD will review the planning, design, fabrication, and installation of interpretive exhibits for the Cultural Center. This is part of the RFQ solicitation, as the planning and design of interpretive exhibits will involve facilitation with not only with SP stakeholders, but also with indigenous community contingents. TPWD exhibit planners and Community Outreach Specialist are expected to attend indigenous community consultation meetings. The number of required coordination meetings is To Be Determined. It is TPWD's intent for the design of the exhibit spaces to be integral and enriching to the exhibits. The selected Design Professional will include TPWD interpretive exhibit staff as a stakeholder for comments and feedback on exhibit design deliverables.

RISKS:

- The Cultural Center and Park Headquarters is a high profile and complex project with many stakeholders, which may impact scope, budget, and schedule.
- The utilities project, possible land acquisition (if any) and indigenous community consultations will impact the project schedule and could impact project location.
- RFQ solicitation includes all known relevant scope, which is still being vetted.
- There will be significant involvement and guidance from TPWD's Cultural Resources, Natural Resources, Interpretive Services, and Planning during planning/visioning, schematic, and design development phase-gates for this project.

OTHER NOTES:

- Preliminary construction delivery method to be considered: Competitive Sealed Proposal (CSP) with evaluations.
- Survey work performed at existing HQ and at Escontrias. Need to survey the area for the new Cultural Center, the road and parking areas. TPWD will contract with 'blanket' surveyor. The Design Professional to review survey work before final acceptance of survey.
- Hazmat assessments for Park's facilities were conducted on June 5, 2000. Asbestos was found in several locations. Need to update assessments for lead, mold, and other possible hazardous materials. TPWD will contract with third-party 'blanket' hazmat firm. If hazardous materials are found in the investigation and assessment, TPWD will ask the hazmat firm to provide specifications for remediation. The specifications will become part of the bid package.
- The Design Professional to coordinate with Geotechnical consultants. Geotechnical consultants must coordinate with TPWD Natural Resources for proposed locations of area disturbances and for depth of cores. TPWD Natural Resources will confirm with known archeology for any possible conflicts.

PROJECT PROCESS

- The Design Professional's service fee shall include work required by all consultants, including but not limited to architectural, structural, MEP, landscape arch, cost estimating, accessibility review, etc.
- The Design Professional's proposal for professional services should be for Phases One and Two, as defined below and in the Professional Service Agreement (PSA). Professional services for Phases 3 and 4 should be provided as estimates.
- All the Design Professional's consultants to be sub-contracted by the Design Professional firm. **A HUB Plan will be required for the Design Professional firm and each subconsultant since the overall contract is expected to exceed \$100,000 throughout the course of the entire project.** Refer to 1.1.7 of the PSA regarding HUB.

SCOPE OF SERVICES

In accordance with the executed PSA, the final proposal shall be organized in the following Phases:

PHASE One: Review and Assessment of Final Proposal-Project Requirements: PDR/Pre-design

1. Refer to **Article 2.1** of the PSA for Basic Services of Design Professional during Phase One.
2. Refer to **Exhibit 2** for definitions of services and deliverables in Phase One.
3. Refer to **Exhibit 3** for Sustainable Design Checklist and the attached TPWD 2020 Sustainability Plan to inform the Sustainable Design Approach Narrative goals.
4. Refer to **Exhibit 4** for project-specific design milestones and document deliverable requirements, including cost estimates, renderings, and 3D modeling.
5. **Provide proposed Project Team information, including internal team members and roles, as well as proposed subconsultants by discipline. Identify key personnel and the person who will be responsible for Quality Assurance / Quality Control for the project.** Provide email addresses of key personnel to participate and access the project in eBuilder, to upload documents and invoices.
6. **Project Kick-off Meeting:** Conduct project overview, discuss strategy and components, funding, risks, project schedule, etc.
7. Generate the **Project Schedule** including TPWD review times (minimum 10 business days per phase gate deliverable, 3 weeks is desirable). Design schedule should include time for internal QA/QC and cost estimating services to be completed for transmittal with other deliverables. Design review and review timeline should not begin until cost estimate is received. Project schedule should include dates for transmittal of design review comment responses at the mid-point (50%) between receipt of design review comments and next design deliverable. At the start of the subsequent phase, the Design Professional will be expected to furnish review comment responses within an interval determined by the TPWD Design Project Manager (DPM).

Project Schedule:

Design Contracting, after final selection of Design Professional	1 month
Phase One: Preliminary Design Report /Pre-design:	9 months
Phase Two: Design (SD, DD, CDs):	12 months
Construction Contracting for CSP:	6 months
Construction:	15 months
Post-construction Closeout:	6 months
TOTAL DURATION:	4 years and 1 month

8. Review TPWD's existing and newly generated survey information.
9. Provide Phase One Additional Services fee proposal for geotechnical investigation and report. Geotechnical boring locations to be pre-approved by TPWD's Cultural Resources for archeological concerns, require depth of core drilling and gps /kmz location map.
10. During Phase One, include one site visit to inspect the existing conditions of the site and buildings. The Design Professional shall review the proposed Project Requirements with associated subconsultants, TPWD personnel, and utility suppliers.

11. The Design Professional shall generate a Preliminary Design Report (PDR), containing:
 - a. Site Analysis: diagram of existing site analysis showing opportunities, physical constraints, assets, viewsheds, edges, buffers, zones, paths, landmarks, nodes, views, solar path, etc, along with topography, swales and ridges, any significant terrain features and/or plants.
 - b. Proposed Planning of the Cultural Center and Park Headquarters site, indicating general footprints of the roadway, parking area, trails, and existing HQ building and Escontrias building.
 - c. Proposed site concept diagrams, acknowledging the opportunities taken by the new engaged design interventions.
 - d. The preliminary design of site plan with the proposed building, walkways, trails, and improvements in the immediate site area.
 - e. The functional programming and two conceptual design options minimum for the Cultural Center building and its site.
 - f. Site plan with approximate area(s) and depths of site disturbances.
 - g. Sections of the site, building, and roadway.
 - h. Phasing, if any, of design and construction.
 - i. 3D modeling of the site (and of site phases) and of conceptual building massing. Include several views in renderings as needed in the PDR document and for presentation to SP stakeholders/leadership, to affiliated tribal contingencies, and to THC, (and for internal use).
12. The Design Professional shall present the PDR draft via online or physically present meeting. We recommend in-person meetings for the PDR with the community and TPWD. If in-person meeting, the Design Professional needs to reserve the venue location for our meetings. Meeting with the TPWD personnel/stakeholders at the beginning of the **50% draft PDR review, at 90% PDR review, at Final PDR review and Presentation**. The Preliminary Design should include Building Concept Options, new Roadway alignment and Parking Design Options, with the preferred Options selected, in preparation for Schematic Design in Phase 2 tasks.

PHASE Two: Design and Construction Contract Documents Phase:

1. Advance design from Phase One after written approval from TPWD.
2. In Phase Two, the TPWD Design Project Manager will host a separate virtual kick off meeting to commence the project design. Reviews and meetings will be held at milestones:
 - a. Schematic Design (SD),
 - b. Design Development (DD),
 - c. 50% Construction Documents (50% CD),
 - d. 95% Construction Documents (95% CD),
 - e. Draft 100% Construction Documents (Draft 100% CD) in preparation for, and
 - f. Bid-ready 100% Construction Documents, sealed signed and dated.
 - g. Conformed Construction Documents, sealed signed and dated, stamped with TPWD's Ready for Solicitation (RFS). No review meeting required for this milestone.
3. Prepare 'in-progress' design drawings as needed to facilitate coordination.
4. Bi-weekly 30-minute coordination meetings online between key personnel and Design Project Manager with select TPWD Park Staff.
5. Milestone Review meetings will occur virtually online with Park staff. Bid-ready Construction Documents review with our Contracting Manager to be conducted virtually via Teams.
6. Refer to **Article 2.2** of the PSA for Basic Services of Design Professional during Phase Two.
7. Refer to **Exhibit 2** for definitions of services and deliverables in Phase Two.
8. Refer to **Exhibit 4** for project-specific design milestones and document deliverable requirements, including cost estimates. Include 3D modeling of the site and of site phases, conceptual building massing. For each subsequent design phase, continue to evolve and generate 3D modeling of the Cultural Center and Park Headquarters facility (exterior and interior) for milestone presentations to State Park stakeholders/leadership.
9. Assist TPWD in obtaining all applicable permits, certifications and meeting all regulatory requirements. Review and approval of design documents required by TDLR for accessibility

compliance. Provide fee proposal as part of Phase Two Basic Services for RAS review cost. Include TDLR registration fee in the Reimbursable budget. **Note that RAS review is NOT a reimbursable, but TDLR registration is.**

10. Include two (minimum) additional site visit investigations during Phase Two. Design Professional to create and distribute meeting notes within 5 days of meeting.
11. Provide updated Project Schedule at each design milestone stipulated in Exhibit 4.
12. Prepare list of expected submittals to be reviewed for construction. (TPWD will provide a template).
13. Coordinate Specification Section on Divisions 1: General Conditions with TPWD's **Uniform General Conditions for State of Texas Construction Contracts**, including **Supplementary General Conditions for Projects Administered by the Texas Parks and Wildlife Department**, and **Special Conditions** document. Coordinate with Contracting Manager. Project-specific conditions can be included.
14. Prepare construction testing requirements for third party QA/QC (Construction Material Testing Consultant will be hired by TPWD) Coordinate CMT requirements with Design Project Manager and Construction Project Manager.

PHASE THREE: Bidding and Contract Award: (FEES TO BE ESTIMATED, NOT IN INITIAL CONTRACT)

1. Assist TPWD in the selection of a qualified contractor through a Competitive Sealed Proposal (CSP) Construction Delivery Process, by helping to develop the evaluation criteria, and by participating in the evaluation as a non-voting member (technical advisor) during Phase Three. Add meeting time and possible travel reimbursables in the fee estimate.
2. Refer to **Article 2.3** of the PSA for Basic Services of Design Professional during Phase Three.
3. Refer to **Exhibit 2** for definitions of services and deliverables in Phase Three.
4. Design Professional to attend **pre-bid conference** online meeting. Coordination with Contracting Manager is needed for the presentation of the online meeting. Participation of the onsite meeting for **pre-bid conference of site walk-thru** is not required. Prepare answers to pre-bid questions. Prepare and coordinate issue of addenda. Prepare conformed sealed documents Ready For Construction.

PHASE FOUR: Construction Phase: (FEES TO BE ESTIMATED, NOT IN INITIAL CONTRACT)

1. Refer to **Article 2.4** of the PSA for Basic Services of Design Professional during Phase Four.
2. Refer to **Exhibit 2** for definitions of services and deliverables in Phase Four.
3. Refer to **Exhibit 4** for Record Document requirements at the end of Phase Four.
4. **Basic Service meetings / site visits:**
 - a. Design Professional to have one representative at **Pre-Construction Conference and Substantial Completion Inspection** at Project site. Site visit for Final Completion is not required.
 - b. Design Professional to propose attendance of online monthly progress meetings. Design Professional to also propose the number of site visits required to observe the work per the requirements of 2.4.6. Design Professional should quantify the visits by discipline (Prime and subconsultants) and by construction milestone. Design Professional to provide actionable field observation report after each site visit. TPWD Construction Manager will collaborate with Design Professional to schedule these visits once there is an awarded contract and proposed schedule from the General Contractor.
 - c. Design Professional to participate in a weekly 30-minute phone/online conference, supervised by TPWD Construction Project Manager, for every week of the construction period, EXCLUDING the week of the monthly progress meeting.
5. Design Professional to provide a unit cost "trip charge" for the Prime consultant and the subconsultants (if different) to be comprised of labor associated with a site visit. TPWD will use this to propose a quantity of TPWD-requested site visits to be included in the contract as **Phase Four - Additional Services**. These additional services are for the exclusive use and benefit of TPWD and require prior, written approval from TPWD. Any additional services not used will be returned

to TPWD by deductive modification to the Contract. An estimate of reimbursables for associated travel costs should be listed out as a separate line item per trip.

PHASE FIVE: Warranty Inspection: (NOT IN CONTRACT)

1. Refer to **Article 2.5** of the PSA for Basic Services of Design Professional during Phase Five.
2. Refer to **Exhibit 2** for definitions of services and deliverables in Phase Five.

COMPLIANCE REQUIREMENTS:

Per **Exhibit E** of the executed PSA, "Adoption of Standard Building Codes Directive". **Note:** TPWD's Adoption of Standard Building Codes Directive, policy number PROJDELa-011_DES_POL, dated September 2021.

OWNER-PROVIDED MATERIALS (OPM):

Attached:

Exhibit 1: Submittal Standards and Formatting

Exhibit 2: Definitions of Phase Delivery Gates for Architectural and Engineering Projects

Exhibit 3: TPWD Sustainable Design Checklist, and Guidance Document.

Exhibit 4: Document Requirements

To be Provided by TPWD, at a later date:

Site Survey information (AutoCAD .dwg format) when made available.

Project Title Block (AutoCAD .dwg format)

Cover Sheet (AutoCAD .dwg format)

TPWD Electrical Design Standards, dated 08/18/14

Additional **Site Utility and Facilities** archival information from TPWD.

State Park Map: pwd_mp_p4501_095c

PresentationBoard_PotentialSiteLayout.pdf

Park Priorities List and Map

Presentation of meeting dated 05-31-2023.

Prior Master Plan, public use plan, working group report

Meeting minutes from prior Community meetings

Hazmat assessment report, dated June 5, 2000

Preliminary Engineering Report (PER) of TPWD's Utilities project for HTSPHS, when made available.

Reference list of books and publications. (10,000-year book or Pictograph booklet)

TPWD 2020 Sustainability Plan to inform Sustainable Design Approach Narrative

END OF DESIGNATED SCOPE OF WORK



INSTRUCTIONS TO ALL RESPONDENTS FOR TPWD PROJECT NO.

ARCHITECT/ENGINEER AGREEMENT FOR PROFESSIONAL SERVICES

1. Respondents are required to review this Attachment prior to submission of qualifications.
2. Other than for typographical or scrivener's errors, all exceptions to, and/or requests for modification of, this Attachment must be submitted with Respondent's qualifications/proposals and on time.
3. TPWD will not consider any exceptions and/or requests for modification submitted after the date and time for submission of qualifications/proposals.

4. The following Articles, Sections, Attachments and Exhibits of this Attachment are not negotiable:

Article 4	Insurance Requirements
Article 9	Payments
Article 10	Ownership and Use of Documents
Article 11	Internet-Based Project Management Systems
Article 12	Suspension, and Termination of Agreement
Article 13	Successors and Assigns
Article 14	Notices
Article 15	Federally Funded Projects
Article 16	Compliance
Article 17	Contract Amendment
Article 19	Extent of Agreement
Article 21	Venue
Attachment 1	Essential Clauses, Contract Affirmations & Additional Contract Requirements

5. The Professional Services Agreement shall be fully negotiated between TPWD and the Successful Respondent PRIOR TO award.

6. Upon notice of award, awardee shall submit final, negotiated versions of Exhibits 1, 3, 4, and 5 for incorporation into the Professional Services Agreement



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Article 1	Design Professional's Services
Article 2	Basic Services of Design Professional
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Article 21	Venue
Article 22	Attachment 1 – Contract Affirmations and Essential Clauses
Article 23	List of Exhibits

List of Attachments incorporated herein by reference

Attachment 1 – Contract Affirmations and Essential Clauses

List of Exhibits incorporated herein by reference

Exhibits 1 through 5 to be incorporated in final executed PSA

Exhibit 1	Project Scope and Schedule
Exhibit 2	Design Professional's Insurance Documents
Exhibit 3	Fee Proposal and Hourly Billing Rate
Exhibit 4	Design Professional's List of Key Personnel
Exhibit 5	Approved HUB Subcontracting Plan (HSP)

SOW Exhibits

Exhibit 1	Submittal Standards and Formatting
Exhibit 2	Definitions of Phase Delivery Gates for Architectural and Engineering Projects
Exhibit 3	TPWD Sustainable Design Checklist
Exhibit 4	Design Deliverables
Exhibit 6	Owner's Standard Building Codes Policy



**TEXAS PARKS AND WILDLIFE DEPARTMENT
PROFESSIONAL SERVICES AGREEMENT**

**STATE OF TEXAS §
 §
COUNTY OF TRAVIS §**

THIS AGREEMENT made, and entered into on _____, by and between:

Texas Parks and Wildlife Department, hereinafter "Owner"
4200 smith school road,
Austin, Texas 78744,

and

The Architect/Engineer, hereinafter "Design Professional":

Design Professional Name	
Address	
City, State, Zip	
Phone	
Email	

Wherein Design Professional agrees to provide Professional Services for the following Project (the Project)

Project Name:	
Project Location:	
Project Number:	
Contract No.	CA-_____

WITNESSETH

WHEREAS, under Government Code, Chapter 2254, Subchapter A, "Professional Services Procurement Act," provides for the procurement of Architectural/Engineering services and Owner intends to _____, hereinafter called the "Project" which requires certain professional services; and

WHEREAS Owner has selected a Design Professional to provide the needed professional services and the Design Professional has agreed to provide the professional services subject to



the terms and conditions hereinafter set forth.

WHEREAS, all terms and conditions of the Request for Qualifications documents, including, but not limited to insurance requirements and Scope of Work are hereby incorporated by reference into this **Contract Number CA-_____**. In the event that there is a conflict, this Contract and its attachments take priority over all other documents. Following the Contract in order of priority is; Request for Qualifications and Contract Documents, Designer's proposal, and Design Professional's qualification submittal;

NOW, THEREFORE, Owner and Design Professional, for and in consideration of the mutual promises, obligations, and benefits hereof, contract as follows:

DEFINITIONS

Unless specifically provided otherwise, all words and phrases in this Agreement in initial caps shall have the meanings set out in this section. All undefined and capitalized terms used herein shall have the meaning given to them in the UGC.

Additional Services means those Professional Services not included in Article 1 of this Agreement which may be requested by TPWD at any time for the duration of this Agreement, as discussed in Article 3 of this agreement.

Agreement means this Agreement between the Owner and Design Professional whereby Design Professional agrees to provide Professional Services for the Project identified on the cover page of this document, all as outlined herein.

Applicable Law or Law(s) means any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders now in force or hereafter enacted by Authorities Having Jurisdiction (the "Authorities Having Jurisdiction"), relating to or affecting the Project or arising from this Agreement, including those governing labor, equal employment opportunity, safety, and environmental protection, and further including (i) applicable building, fire, and life safety codes and zoning requirements of Authorities Having Jurisdiction; (ii) accessibility laws, codes, and ordinances including but not limited to the Texas Accessibility Standards of the Architectural Barriers Act, Tex. Gov't. Code Ch. 469, Elimination of Architectural Barriers, and the Americans with Disabilities Act of 1990 (42 U.S.C. § 12181); (iii) occupational safety acts and requirements applicable to the Project, including United States Occupational Safety and Health Administration ("OSHA") requirements and related federal and state regulations; (iv) requirements under Title VII of the Civil Rights Act of 1964, as amended; (v) requirements of the Fair Labor Standards Act and applicable state wage and hour laws including Tex. Gov't. Code § 2258.001 et seq.; (vi) Environmental Laws, including all storm water, street, utility and other related infrastructure requirements, (vii) all requirements related to the use, removal, storage, transportation, disposal and remediation of Hazardous Materials; and (viii) any other applicable local, state or federal laws respecting the Project.

Basic Services means those Professional Services set forth in Article 2.

Budget means the construction budget for the Project as provided to Design Professional by the Owner and which may be amended from time to time by the Owner as further assessments, design, and construction Cost Estimates are provided.



Building Information Model (“BIM”) means the computable, digital, multi-dimensional representation of the physical and functional characteristics of the Project’s facilities and their related life-cycle information in Autodesk Revit format and Autodesk Civil 3D, to be used as a repository of design and construction information for use by the Project Team during the design, bidding and construction phases of the Project, and for the Owner’s use throughout the life-cycle of the Project. Members of the Project Team are required to coordinate all efforts with respect to the BIM in accordance with the guidelines set forth in the BIM Execution Plan developed for the Project.

Building Information Model (“BIM”) Execution Plan means that certain plan prepared by the Project team with the guidelines and protocols for use by the Project Team to effectively utilize the BIM throughout the design, bidding, construction and life cycle of the Project.

CAD means AutoCAD DWG format.

Certificate of Substantial Completion means the certificate as defined in UGC Section 1.8, signed by the Contractor, Design Professional and The Owner establishing the date of Substantial Completion, as defined in UGC Section 1.45, for the applicable part of the Work and identifying responsibilities for security and maintenance as set out in UGC Section 12.1.1.2.

Close-Out Documents has the same meaning as defined in UGC Section 1.11 and includes the Contractor’s marked-up “as-builts” and A/E’s Record Drawings.

Communication Protocol means the communication and tracking procedures to be utilized for interaction and reporting between the Owner, Design Professional and its Consultants, Contractor, and subcontractors.

Compensation means the funds paid to Design Professional for the Professional Services provided by Design Professional as set forth in Article 9 of this Agreement.

Conformed Documents (commonly identified as “Issued for Construction” documents) are the Construction Documents modified to include any addenda issued during the bidding and/or negotiation process.

Construction Documents means, the Construction Documents modified to include any addenda issued during the bidding or negotiation process."

Consultant means any person or entity that enters into an agreement with Design Professional to perform any part of the Professional Services described in this Agreement.

Cost Estimate(s) means the cost estimate(s) prepared by the appropriate Project Team member during various pre-construction phases of a Project based on the review of Drawings, Specifications and other Deliverables provided by Design Professional in the design process.

Deliverables means any and all Drawings, Specifications, photos, designs, studies, sketches, computer programs, reports, and other Professional Services, which are specified to be delivered by Design Professional pursuant to the terms of this Agreement.

Design Development Documents means the design development documents, prepared by



Design Professional for the Project, including plans, elevations, and such other drawings, calculations, and outline specifications that, in the Owner's sole opinion, are of such quality and detail that enable Owner to fix and illustrate the size and character of the entire Project in its essentials as to kinds of materials and assembly details, type of MEP Systems, and type of structure and to coordinate the interface of all architectural and structural elements with all building systems.

Design Professional means the architect and/or engineer identified on the cover page of this Agreement with whom the Owner has entered into this Agreement for the providing of Professional Services and to exercise overall responsibility for the design of the Project as set forth herein.

Design Professional Project Manager means the individual designated by the Design Professional and approved by the Owner, as the contact person with specific authority to properly supervise and direct the duties and responsibilities of Design Professional, on behalf of Design Professional pursuant to the terms and conditions of this Agreement, and who shall have decision-making authority to bind Design Professional with respect to the Professional Services for the Project.

Design Professional's Record Drawings are those final, compiled drawings, prepared and approved by the Design Professional after review of the Contractor's notes and drawings of the on-site changes to the Drawings provided in the Record Documents.

Drawings means the plans, drawings, profiles, cross-sections, and supplemental drawings, or reproductions thereof, prepared by the Design Professional and approved by the Owner, which show the locations, character, dimensions, and details of the Work for the Project.

Final Inspection means the process and procedure described in UGC Section 12.1.

Final Inspection Deadline means the date that is thirty (30) Days after the Substantial Completion Inspection and the date by which Design Professional must conduct a Final Inspection, unless such deadline is amended by the Owner.

Invoice means the invoice for payment for Professional Services provided by Design Professional as submitted in conformance with Article 9 below.

MEP Systems means mechanical, electrical, and plumbing systems.

Notice of Authorization or "NOA" means the written authorization to proceed to the next phase of development of Construction Documents. Notice of Authorization is to be distinguished from a Notice to Proceed.

Notice of Award / Authorization to Proceed "NOA/ATP" means the written notice to be issued at the onset of the Project by The Owner notifying Design Professional to proceed with the commencement of Professional Services described in this Agreement.

Opinion of Probable Construction Cost means a level one Cost Estimate to facilitate budgetary and feasibility determinations, based on historical information with adjustments made for specific Project conditions, wherein estimates are based on costs per square foot, number of rooms/seats, etc. Project information required for estimates at this level shall include a general functional description, schematic layout, geographic location, size expressed as building area, numbers of



people, seats, as such, and intended use.

Owner's Construction Project Manager (CPM) means the individual designated by the Owner as the contact person for the Owner with the direct responsibility to properly supervise the construction phase of the Project, and the services being provided pursuant to this Agreement on behalf of the Owner, including, but not limited to, serving as the point of contact between the Owner, Design Professional, and Contractor during the construction phase of the Project.

Owner's Design Project Manager (DPM) means the individual designated by the Owner as the contact person for the Owner with the direct responsibility to properly supervise the design of the Project, and the services being provided pursuant Agreement on behalf of the Owner, including, but not limited to, serving as the point of contact between the Owner, Design Professional, and Contractor, and supervising the Owner's review and approval of the Professional Services.

Owner's Project Inspector "OPI" means the individual designated by the Owner as responsible for inspecting and monitoring construction projects to assure compliance with the plans, specifications, contract documents and applicable codes.

Professional Services means (i) professional architectural services and/or (ii) professional engineering services as defined in Tex. Gov't. Code § 2254.002, the scope of which is set out in more detail in Article 2 below. Professional Services shall include Basic Services and, as such services are approved by the Owner, Additional Services.

Project means that certain Work more particularly identified on the introductory paragraph of this Agreement and includes the design, engineering, and construction of each component design/construction package that may be prescribed by the Owner.

Project Team are those entities who may be involved in the design and/or design assist procedures on the particular Project. Project team members include the Owner, Design Professional and its Consultants, the CMR or Contractor, any separate contractors employed by the Owner, and other consultants employed for the purpose of programming, design, and construction of a project. The members of the Project Team will be designated by the Owner for any particular project and may be modified from time to time by the Owner.

Reimbursable Expenses means those reasonable and necessary out-of-pocket costs and expenses incurred by Design Professional for the provision of the Professional Services approved by the Owner.

RFI means a request for information as defined in UGC Section 1.36.

RFI Response means a written clarification, instruction, and/or interpretation, including, but not necessarily limited to, an architect's supplemental instructions issued in response to an RFI, which response must be consistent with the intent of the Construction Documents.

Schematic Design Drawings means, at a minimum, a Site development plan, building plans, elevations, sections, and perspective sketches sufficient to convey comprehensive design intent.

Schematic Design Package means the combination of: (i) Schematic Design Drawings; (ii) an outline summary of the areas within the proposed Project such summary corresponding to the



general categories in the space allocation outlined in the Design Program; (iii) a description of the building and general Site development that shall include an overview of proposed exterior architectural materials and structural systems together with the mechanical, electrical and plumbing systems and services contemplated; and (iv) an Opinion of Probable Construction Cost that demonstrates conformity with the Budget, all that, in TFC's sole opinion, must be in satisfactory quality and detail.

Site means the lands, areas, and/or buildings indicated in the Contract Documents as being furnished by the Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by the Owner which are designated for the use of Contractor.

Specifications is defined in UGC Section 1.42.

Standard of Care means that certain standard by which Design Professional shall perform all Professional Services hereunder, as prescribed by Tex. Gov't. Code § 2254.0031 (incorporating Tex. Local Gov't. Code § 271.904(d)), to wit: (i) with the professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license, and (ii) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect.

Substantial Completion Inspection means the process and procedure described in UGC Section 12.1.1.

Substantial Completion Inspection Deadline means the date that is a fixed number of days after proper written notification is delivered to the Owner and Design Professional by Contractor that Contractor has fully satisfied the requirements set out in UGC Section 12.1.1.1, and by which date Design Professional must conduct a Substantial Completion Inspection.

TDLR means the Texas Department of Licensing and Regulations.

Uniform General Conditions or "UGC" shall mean the Uniform General Conditions for Construction Contracts issued by the State of Texas, published date of 2015, as may be amended copy of which is published on TFC's website and as may be modified by this Agreement and the Special Conditions.

Utilities means water, sewer, gas, electric, telecom, cable, and like services.

Utility Providers means any and all entities that the Owner desires to provide Utilities to the Project.

Warranty Report means the comprehensive report of the findings of Design Professional pursuant to the inspections, and which must include, but not be necessarily limited to, a list of the items needing replacement, correction, or repair.

Work means, in addition to those items set forth in UGC Section 1.49, the provision of all labor, materials, supplies, and equipment that are required of the general contractor or CMR to manage, implement, and fully construct a Project in accordance with the requirements of this Agreement and the Contract Documents for that Project. The Work may include the Preconstruction and Construction Services described in a Construction Manager-at-Risk Agreement, or general



contractor's Agreement Between Owner & Contractor and all additional work required by any change orders, and any other work reasonably inferable from the Contract Documents. The term "reasonably inferable" includes the understanding of the parties that some minor details of the Work may not be shown on the Drawings or included in the Specifications, but they are included in the Work if they are usual and customary components of the Work for a project of the type depicted in the Contract Documents and they are needed to produce a complete and useable facility.

ARTICLE 1 DESIGN PROFESSIONAL'S SERVICES

1.1 All professional design services shall be performed by a professional Civil Engineer, Structural Engineer, MEP Engineer, Architect, or Historical Architect registered in the State of Texas. Owner and Design Professional agree Design Professional is an independent Design Professional and not an agent of Owner. Design Professional agrees to perform professional design services in connection with any professional design services as described below, and for having rendered such services, Owner agrees to pay to Design Professional compensation as stated herein, subject to the terms and conditions hereof.

1.2 Design Professional shall provide the usual and customary Basic Services on time and in accordance with the terms of this agreement and all Exhibits and, in connection therewith, shall render all professional opinions, advice and exercise its professional judgement at all times in accordance with the Standard of Care.

1.3 Design Professional shall be responsible for the professional quality, technical accuracy, and the coordination and completeness of all Deliverables and Professional Services it provides and for their compliance with Applicable Laws and the Standard of Care. Design Professional represents that it is properly licensed to provide the Professional Services required by this Agreement and shall cause all delegated Professional Services to be performed by appropriately licensed design professionals.

1.4 **Cooperation/Collaboration.** Design Professional agrees to provide a high degree of cooperation, collaboration, coordination, and teamwork in the delivery of its Professional Services. To this end, Design Professional shall perform Professional Services in accordance with the Schedule and in keeping with Owner's design intent and Budget. Design Professional agrees to work collaboratively with its Consultants, the Owner, the Using Agency, and all Contractors, and Consultants retained by Owner to (i) establish and maintain clear lines of responsibility, authority, and communication in accordance with the Contract Documents; (ii) engender a spirit of teamwork among all stakeholders; (iii) guide and provide valuable design input to describe and satisfy the required function of the materials incorporated into the Project consistent with Owner's requirements of performance, reliability, and maintainability; and (iv) provide valuable input and professional insight in design, preconstruction, and construction meetings which the Owner, Consultants, Contractor, and subcontractors attend.

1.5 **Coordination of Consultants.** Design Professional shall review all Deliverables prepared by its Consultants so that the Project is appropriately coordinated among the various disciplines. Design Professional assumes responsibility for the coordination of the Consultants' documents as part of Basic Services. Design Professional further agrees to provide its design documents, background information, and design intent for the Project to all Consultants involved in the Project in order to achieve an integrated, consistent, overall design for the Project. Design



Professional shall direct all of its Consultants to make all revisions and modifications to such plans and Drawings as may be necessary to comply with the permitting and other regulatory and legal requirements of the jurisdiction of the Project.

1.6 Design Professional shall fully perform all necessary and reasonably inferable to complete the Project and each phase of the project described in Paragraphs 1.1 through 1.7 along with any Additional Services requested by Owner.

1.7 Design Professional agrees to provide design, drawings and specifications that shall at a minimum, comply with the standard building code policy adopted by Owner as identified in Exhibit 6.

1.8 **Key Personnel.** Design Professional shall designate in writing to Owner those key employees and representatives who are authorized to act on Design Professional's behalf with respect to the Project.

1.9 **Designation.** Design Professional shall designate one or more Design Professional Project Manager(s) and employees who are responsible for the day-to-day management of the Professional Services. The Design Professional Project Manager (or one of them as designated by Design Professional and approved by Owner) shall be authorized to act on behalf of and bind the Design Professional in all matters related to Professional Services. The Design Professional Project Manager, Project engineers, and other representatives, their titles, and a brief description of the limitations of each representative's authority shall be included in "Exhibit 4" (the "Design Professional's List of Key Personnel") to this Agreement. Design Professional shall not change employee assignments without Owner's written consent, which consent shall not be unreasonably withheld. Design Professional shall not assign or retain on the Project any person or entity to whom Owner reasonably objects.

1.10 **Replacement.** The Design Professional Project Manager and key employees must be committed to the Project. Owner reserves the right to request that the Design Professional Project Manager and, and any of Design Professional's employees and Consultants (and their project managers), be removed and replaced if, in the sole opinion of Owner, their performance on this Project or any other Projects, is and/or was not adequate or their continued involvement with the Project will, is, or has become, detrimental to the timely and successful performance of Design Professional or completion of the Project, including but not limited to, for such reasons as: (i) any past or present violation of any statute, rule, regulation, or ordinance of any city, county, the State of Texas or the United States, or any other Applicable Laws; (ii) Owner's reasonable belief that failure to obtain an acceptable criminal background check will occur; (iii) prior unsatisfactory performance on other Owner projects; and (iv) any other Page 9 like reasons. Design Professional shall bear the costs associated with the replacement of any of its staff listed on the Design Professional List of Key Personnel.

1.11 **No Assumption.** No approvals or acceptances by, or on behalf of, Owner shall be deemed to be an assumption of any responsibility by Owner for any defect, error or omission in Design Professional's providing of Deliverables or any Professional Services.

1.12 **Notice of Award / Authorization to Proceed.** Design Professional shall commence Professional Services only upon issuance by Owner of a Notice of Award / Authorization to Proceed. No Professional Services shall be undertaken by Design Professional except with the



prior written direction of the Owner's Design Project Manager. Design Professional understands and agrees that any Professional Services performed without the prior written direction of the Owner's Design Project Manager is work outside the scope of this Agreement and shall be performed exclusively at Design Professional's risk

1.13 Design Professional agrees to provide design, drawings, and specifications that shall at a minimum comply with the Owner's Building Code adopted by Owner as identified in Exhibit 6.

1.14 Design Professional shall not proceed to any phase of design not expressly authorized by Owner, except at Design Professional's own financial risk.

1.15 Design Professional agrees to furnish efficient business administration and superintendence and to use Design Professional's best efforts to design the Project in an expeditious and economical manner consistent with the interest of Owner and Design Professional's professional skill and care.

1.16 **Scope of Services.** Design Professional's Basic Services are those described in Article 2 and shall include but are not limited to the following disciplines: Architectural, Historic Architectural, Civil Engineering, Structural Engineering, MEP Engineering Services and Landscape Architecture/Planning.

ARTICLE 2 BASIC SERVICES OF DESIGN PROFESSIONAL

2.1 Design Professional shall perform Basic Services as hereinafter stated and as provided in this Agreement hereunder. Notwithstanding the scope of services described herein, Design Professional shall perform all services required for a complete, functional, and fully operational Project. **The Design Professional shall record and distribute meeting minutes of each design or teleconference meeting attended to each Project Team member, including the Owner. The minutes shall identify critical activities that require action and the dates by which each activity must be completed.**

2.2 The term of Basic Services commences on the date of execution of this agreement until sixty (60) days following final payment to the general contractor. However, Design Professional shall provide services to Owner until the expiration of the one (1) year Warranty Period at no additional cost to Owner.

2.3 Design Professional's Basic Services includes all disciplines identified in Article 1, 1.16 and all related usual and customary design, consultant, and other services necessary and reasonably inferable to complete the Project, or any phase of the Project, in accordance with Owner's requirements and the terms of this Agreement.

2.4 The Scope of Work (Exhibit 1) describes the intended project scope and character along with the anticipated Project Schedule and the estimated construction cost. It is Design Professional's responsibility to review and understand the requirements of the Scope of Work and to perform professional services to achieve those objectives.

2.5 **Construction Cost Limitation** for this Project is specified in Article 7. Design Professional is responsible for managing the design of the Project so that its construction does not exceed the Construction Cost Limitation.



2.6 Design Professional shall manage the design of the Project to achieve the Program objectives of scope and cost through completion and acceptance of the Construction Documents phase. Design Professional shall advise Owner of any adjustments to the scope or quality of the Project necessary to comply with the Construction Cost Limitation during any phase prior to commencement of construction as part of Basic Services at no additional cost to Owner.

2.7 Design Professional shall submit the names of all consultants, persons, or firms, which Design Professional proposes to use in the execution of its services. Design Professional is responsible for coordinating the work of all of its consultants to assure that their services are appropriate for and adequately incorporated into the design of the Project. Owner reserves the right, in its sole discretion, to reject the employment by Design Professional of any consultant for the Project to which Owner has a reasonable objection. Design Professional, however, shall not be required to contract with any consultant to which it has a reasonable objection. Design Professional shall pay for its consultants' services out of its fees. Owner is not responsible for any consultant fees or costs unless expressly agreed to in writing.

2.8 It is the policy of Owner to promote and encourage contracting and subcontracting opportunities for Historically Underutilized Businesses (HUB) in all contracts. Design Professional agrees to allocate work to consultants that are historically underutilized businesses in accordance with Owner's policy and the submitted HUB Subcontracting Plan (HSP), Exhibit 5. The Design Professional shall administer this approved HSP throughout the Project and no changes shall be made to the HSP without written approval by Owner. While this Agreement is in effect and until the expiration of one year after final completion, Owner may require information from Design Professional, and may conduct audits, to assure that the HSP is followed.

2.8.1 Design Professional shall submit a Progress Assessment Report (PAR) to TPWD HUB Administration no later than the 5th working day of the month. The PAR is the monthly compliance report verifying Design Professional's compliance with the HSP including the expenditures the Design Professional has made to sub-consultants during the prior month.

2.9 Design Professional shall design the Project to incorporate current systems technology as appropriate to the stated mission of the Department and the programmed functional activities. The technology shall be compatible with any existing facility and acceptable to Owner.

2.10 Design Professional shall design the Project in accordance with all requirements identified in the Agreement to include all Exhibits incorporated herein by reference and listed within Article 23 of this Agreement.

2.11 Basic design services shall include incorporation of the provisions of the Energy Conservation Design Standard for New State Buildings as administered by the State Energy Conservation Office, State Comptroller's Office of the State of Texas. Design Professional shall provide Owner with a Statement of Compliance and associated compliance documentation as required.

2.12 Design Professional, as part of Basic Services, shall assist with and, if requested, attend with Owner's representatives an open meeting to be held pursuant to Section 2166.403(b) *Texas Government Code*, to verify the economic feasibility of incorporating alternative energy devices for space heating, cooling, water heating, electrical loads, and interior lighting into the Project's design and proposed energy system. At a minimum, Design Professional shall provide an economic evaluation for the potential of renewable energy applications pursuant to the legislative



requirements. Guidelines are available from the State Energy Conservation Office, State Comptroller's Office.

2.2 Phase One: Review and assessment of Scope of Services and Confirmation of Project Requirements

After written Authorization to Proceed, Design Professional shall:

2.2.1 Consult with Owner to clarify and define Owner's requirements for the Project, review available data, and identify additional needs and/or testing requirements.

2.2.2 **Programming:** Before proceeding into the Schematic Design Phase, Design Professional, working with Owner shall review Owner provided materials and interview with Owner staff and designated personnel to confirm facility requirements.

2.2.3 Inspect site and review the proposed Project Requirements with associate consultants, Owner's personnel, utility suppliers, etc. as needed. Design Professional, as part of Basic Services, shall become sufficiently familiar with the existing facilities, systems, and conditions at the Project location so that the proposed Project will completely and properly interface functionally with them.

2.2.4 Meet and coordinate with local existing utility representatives all requirements for the connection of a properly approved and functioning system to the existing infrastructure, including but not limited to: discussion of Project requirements, coordination, costs, etc., and arrangement of necessary tie-ins, connections, and service provisions, including permits and any other necessary documents.

2.2.5 When necessary, obtain additional Owner guidance and input.

2.2.6 Identify scope of soils investigations, construction materials testing and special surveys/analysis testing that, in the opinion of the Design Professional, may be necessary for final design of the Project.

2.2.7 Identify scope of field surveys required to collect ground topography information that may be necessary for final design of the Project.

2.2.8 Identify scope of field surveys required to determine existing site utilities both above and below grade in and around site.

2.3 Phase Two: Design and Construction Contract Documents Phase

On the basis of mutually agreed upon Project Requirements, and upon Owner's written authority to do so, proceed with the Preliminary Design Phase. Design Professional shall:

2.3.1 Schedule a meeting between Owner and Design Professional to finalize planning and coordination of the Project.

2.3.2 Prepare preliminary design documents consisting of final design criteria, preliminary drawings, specifications, preliminary estimate of Construction Cost and responsible for managing the design of the project so that construction does not exceed the estimates in accordance with



Article 7.

2.3.3 Design Professional shall submit documents to the Owner for review at the completion of Schematic Design and Design Development phases and at the stages of completion of the Construction Documents. Design Professional shall incorporate into the documents any corrections and amendments requested by Owner, unless the Design Professional objects in writing and receives the Owner's consent not to make the changes. The Project Architect will be responsible for any damages incurred by the Owner that are caused by Project Architect's failure to incorporate requested corrections and amendments to the documents. On the basis of the accepted preliminary design documents, prepare for incorporation in the Bidding and contract documents, final design drawings and specifications that show the character and scope of the work to be performed on the Project. Specifications shall be written generically to ensure, to the largest extent possible, as much competition during bidding as possible. Where applicable, design documents shall provide/include a base line control sheet identifying all layout control monuments established showing X-Y-Z values and the accuracy standard used. These monuments shall be marked and easily identifiable on the ground and shall be maintained throughout the construction process.

2.3.3.1 Owner will provide review comments to the Design Professional by way of a pdf markup. At each required document submittal, the Design Professional should provide responses to those comments in a mutually agreed upon format. Comment responses are to be provided at the half-way point before the next deliverable and should include a cover letter signed by a firm principal affirming that the previous review comments have been fully addressed. Failure to respond to the previous comments or to provide the written affirmation may result in reduction or rejection of Design Professional's then current invoice for professional design services.

2.3.4 Submit to regulatory authorities having jurisdiction such documents and design data as may be required for and assist in the preparation of required documents so that Owner may obtain approvals of such governmental authorities having jurisdiction over design criteria applicable to the Project. Assist Owner in obtaining such approval by participating in submissions to and negotiations with appropriate authorities.

2.3.5 Advise Owner of any adjustments to Design Professional's latest estimate of Construction Cost caused by changes in scope, design requirements or Construction Costs, and furnish a revised estimate of Construction Cost with each required submittal phase as designated in this Agreement.

2.3.6 Design Professional shall advise Owner on matters such as construction phasing and scheduling, liquidated damages, the construction contract time period, bid or proposal alternates, and other construction issues appropriate for the Project.

2.3.7 Design Professional shall ensure coordination and inclusion of sequence of operations for all operable systems in the facility.

2.3.8 On the basis of the approved design documents and any adjustments to the scope or quality of the Project or in the estimate of Construction Cost authorized by Owner, the Design Professional shall prepare technical specifications according to CSI Format (33 Division) construction standard, Design Professional's bid form, and Division specifications in coordination with Owner's standard format. Technical plans and specifications produced by the Design Professional will be utilized by the Owner, in addition to Owner's Uniform General Conditions, Supplementary General Conditions, selected Special Conditions, wage rates, insurance requirement forms, etc., to publish final



documents for public bidding. Design Professional shall provide Owner two sets of original construction drawings and two sets of technical specifications in accordance with Exhibit 2.

2.3.9 Construction document drawings shall be produced on a CADD system and, more specifically, layering standards developed by the American Institute of Architects (AIA) for public bidding. Technical Specifications shall follow current CSI format approved by Owner. Construction document drawings shall include, without limitation, any additional requirements contained in Article 1, 1.16

2.4 Phase Three: Bidding and Contract Award

After obtaining Owner's written authorization to proceed with the Bidding and Contract Award Phase, Design Professional shall:

2.4.1 Advise the Owner on matters such as construction phasing and scheduling, bid or proposal alternates, special cash allowances, liquidated damages, the construction contract time period, and other construction issues appropriate for the Project.

2.4.2 Assist Owner in obtaining bids for the construction project, including but not limited to attendance at pre-bid or pre-proposal conferences and issuance of interpretations, clarifications, addenda and/or modifications of technical specifications and drawings for inclusion in bidding and contract documents.

2.4.3 In the event Design Professional receives any inquiries whatsoever from offerors regarding the Project, Design Professional shall refer such inquiries to TPWD's Contract Manager. Design Professional is not authorized to provide any comments, answers or other similar responses to such inquiries. All inquiries must be forwarded to TPWD for response.

2.4.4 Assist Owner in evaluating bids and awarding contract(s) and inform Owner of its findings. Prepare written recommendation of award to Owner if requested.

2.4.5 **Alternate Project Delivery Methods:** Assist Owner in alternative solicitation delivery methods and services required. Participation in evaluation committee as "non-voting" members as required.

2.4.6 Design Professional shall attend all meetings regarding and participate in the evaluation and scoring of all proposals in accordance with the Owner's processes and procedures, including but not limited to, interview offerors. Participation in these sessions shall be included in Basic Services.

2.4.7 Provide Conformed sets of contract documents, to include and incorporate all changes made during the solicitation phase via addendum. Conformed sets to be provided in pdf and CAD (.dwg) format.

2.4 Phase Four: Construction Phase

During the Construction Phase, Design Professional shall:

2.4.1 Design Professional, in conjunction with Owner, shall administer the construction phase services. The Construction Phase shall commence with the award of the Contract for Construction



and issuance of a *Notice to Proceed* and shall terminate sixty-days (60) after Final Payment to the Contractor is made, or when all of Design Professional's services have been satisfactorily performed, whichever occurs later.

2.4.2 Consult with and advise Owner as to the acceptability of subcontractors and other persons and organizations proposed by the contractor for those portions of the work for which such acceptability is required by the contract documents.

2.4.3 Consult with and advise Owner as to the acceptability of substitute materials and equipment proposed by contractor(s) when substitution is permitted by the contract documents.

2.4.4 Attend pre-construction conference.

2.4.5 Consult with and advise Owner and act as their representative for the work as provided for in the Uniform General Conditions and/or Owner's Special Conditions for all State of Texas building contracts. The Design Professional shall be a representative of the Owner during the Construction Phase and shall advise and consult with the Owner. Instructions to the contractor shall be forwarded from Design Professional through the Owner's CPM. The Design Professional shall have authority to act on behalf of the Owner to the extent provided in the contract documents. Duties, responsibilities and limitations of authority of the Design Professional shall not be restricted, modified or extended without written acceptance of the Owner.

2.4.6 Observe the work at intervals appropriate to the stage of construction as an experienced and qualified design professional to determine the progress and quality of the executed work; to determine if the work is in acceptable conformance with the contract documents; to determine if systems are functioning as designed, planned and constructed; and to ascertain causes for systems non-performance. On the basis of such on-site observations, the Design Professional shall keep Owner informed of the progress of the Work (as that term is defined in the Uniform General Conditions); advise Owner and the contractor in writing of noted deficiencies in materials and workmanship and any portion of the Project that is not in conformity with the contract documents; and make recommendations as to correction of the deficiencies or defects. Design Professional shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of Work but shall observe the Work as often and as much as is necessary to fulfill, as an experienced and qualified design professional, Design Professional's duties. Design Professional shall not have control or charge of and shall not be responsible for the following: construction means, methods, techniques, sequences, or procedures; safety precautions and programs in connection with the Project; the acts or omissions of the contractor, Subcontractor(s) or any other persons performing any of the Project; or the failure of any of them to carry out the Project in accordance with the contract documents. Design Professional's efforts shall be directed toward clarifying issues, resolving conflicts between Owner and the contractor(s), and providing assurance for Owner that the completed Project will conform to the contract documents. On the basis of Design Professional's on-site observations, Design Professional shall keep Owner informed of the progress of the Work and shall use its best professional efforts to guard Owner against defects and deficiencies in the Work of contractor(s) and to achieve completion of the Project in accordance with the intent of the design of the Project.

2.4.7 Log, review and approve Shop Drawings (as that term is defined in the Uniform General Conditions) and samples, catalog data, schedules, the results of laboratory tests, shop and mill tests and inspections, operating and maintenance (O & M) manuals, schedules, guarantees, bonds,



and other data that the contractor is required to submit for conformance with the design concept of the Project as a functioning whole as indicated in the contract documents and for compliance with the information given in the contract documents. Design Professional shall also receive and review (for general content as required by the specifications) O & M instructions, schedules, guarantees, bonds and certificates of inspection that are to be assembled by contractor(s) in accordance with the contract documents.

2.4.8 In accordance with section 24.17 of this agreement, respond promptly to all requests for information; issue all instructions of Owner to contractor(s); review contractor's change requests; prepare all supplemental drawings necessary for change orders; and otherwise assist Owner in the preparation of change orders as required by Owner. Design Professional may, as Owner's representative, require special inspection or testing of the Work. Design Professional shall prepare and issue necessary interpretations and clarifications of the contract documents, shall consult with and advise Owner with respect to change orders, and shall prepare and issue necessary drawings for change orders for Owner's approval. Design Professional shall act as interpreter of the requirements of the contract documents and judge of the performance thereunder by the parties thereto and shall make decisions on all claims of Owner and contractor(s) relating to the execution and progress of the work and all other matters and questions related thereto. Design Professional, with concurrence of the Owner, shall have authority to order minor changes in the Project not involving an adjustment in the Construction Cost or an extension of the Contract time. Such changes shall be affected by written order and recorded on the as-constructed record documents by the Design Professional.

2.4.9 Based on Design Professional's on-site observations as an experienced and qualified design professional and on Design Professional's review of contractor(s) cost breakdown schedule of values, applications for payment and the accompanying data and schedules, Design Professional shall determine the amounts owing to contractor(s) and certify in writing that application for payment is complete and payable to contractor(s) in such amounts; such approvals of payment will constitute a representation to Owner, based on such observations and review, that the work has progressed to the point indicated and that, to the best of Design Professional's knowledge, information and belief, the quality of the work is in accordance with the contract documents (subject to an evaluation of the Work as a functioning Project upon Substantial Completion (as that term is defined in the Uniform General Conditions), to the results of any subsequent tests called for in the contract documents, and to any qualifications stated in Design Professional's approval).

2.4.10 Conduct an inspection(s) as necessary to determine if the Project is substantially complete and a final inspection to determine if the Project has been completed in accordance with the contract documents so the Design Professional may approve, in writing, final payment to contractor. In association with each inspection, Design Professional shall prepare a list of items requiring remedial work or replacement and review and assist in the verification of the corrected and/or replaced work.

2.4.11 Upon receipt of contractor's marked set of "As-Built" Documents (as that term is defined in the Uniform General Conditions), make changes in the design documents to show all work as actually constructed based on information furnished by the contractor and as known by the Design Professional. These changes shall include final location of all construction modified from the original contract documents, including but not limited to utility lines and roads. as known to the Design Professional from RFI responses and ASIs issued.

2.4.12 Design Professional shall mark each sheet of these drawings with the electronic "Record



Drawing” stamp provided by Owner. Coordinate Record Drawings information with the Contractor and the CPM. Forward one (1) set of “Draft” Record Drawings to the Owner for review and approval within thirty (30) days of receipt of contractor’s “As Built” Documents. Upon approval, furnish Owner by electronic delivery one (1) CAD and one (1) PDF file format of drawings format designated in Exhibit 2. All documents provided in electronic format must comply with the protocol set forth in Exhibit 1.

2.4.13 Design Professional and its consultants shall assist Owner in checking as- constructed drawings during the course of the Work in association with certifying progress payments and shall review as constructed documents for completeness and compliance with Contract requirements at Substantial Completion and at Final Completion of the Project.

2.4.14 Design Professional shall receive and review Contractor’s submission of as-constructed drawings, operating and maintenance instructions, and all manuals, brochures, drawings, and other close-out documentation furnished by the Contractor, shall require necessary revisions to same, and when acceptable under the terms of the contract between Owner and Contractor, shall forward to Owner. Design Professional shall certify final payment to the Contractor when the requirements of the contract between Owner and Contractor have been met.

2.4.15 Design Professional shall review, for conformance with the Contract Documents, Contractor’s submission of guarantees and warranties.

2.4.16 Design Professional shall provide services, at no additional cost to Owner, after final payment to advise Owner regarding Warranty items and to inspect Warranty work during the Warranty period. Design Professional shall participate in the Project’s one-year warranty review, if requested by Owner.

2.4.17 Design Professional shall timely review and submit complete responses, within the specified deadlines, to the following:

2.4.17.1 **RFI Response:** seven (7) days after receipt of, or uploading, of an RFI generated by Contractor.

2.4.17.2 **Submittals:** fourteen (14) days after receipt of, or uploading, of a submittal generated by Contractor.

2.4.17.3 **Application for Payment:** five (5) days after receipt of, or uploading, of an Application for Payment generated by Contractor.

2.4.17.4 **Proposed Change Order and Unilateral Change Orders:** five (5) days after receipt of, or uploading, of a proposed change order generated by Contractor and unilateral change orders generated by the Owner.

2.4.17.5 If the subject of an RFI cannot be reasonably answered by the RFI Response deadline, or any other deadlines set forth above cannot be timely met, Design Professional shall so advise Owner and propose an alternative deadline and the basis for such proposal, the acceptance of which shall be in the sole discretion of the Owner. Design Professional shall make reasonable efforts to answer Contractor questions, RFIs, and submittals in the shortest timeframe possible in order to



collaborate in the prosecution of the Work on a schedule that recognizes that "TIME IS OF THE ESSENCE".

2.4.18 Modifications. Modifications to the Construction Documents which are made necessary by the errors and/or omissions of Design Professional shall be corrected by Design Professional at its sole cost and expense. For purposes of this subsection:

2.4.18.1 an "**omission**" is defined as any change or addition to the Construction Documents required to make the Project conform to its original design intent.

2.4.18.2 an "**error**" is defined as any change or addition to the Construction Documents where remediation of previously constructed or installed Work must take place in order to meet code and/or design intent or any omission that is caused by willful misconduct or gross negligence by Design Professional. In the event that A/E is determined to have been the cause of such an error, Design Professional shall bear the reasonable construction costs to resolve said error.

2.5 Phase Five: Warranty Inspection

Prior to the expiration of contractor's Warranty, Owner will determine if Design Professional's inspection of warranty problems is necessary:

2.5.1 If Owner so instructs, Design Professional shall observe the Project to inspect all Work performed by contractor to determine if systems are functioning as designed, planned, and constructed; ascertain causes for non-performance; and issue corrective instructions if needed to correct deficiencies.

2.5.2 Prepare a report of Design Professional's findings and present and review report with Owner to determine remaining options.

ARTICLE 3 ADDITIONAL SERVICES OF DESIGN PROFESSIONAL

3.1 Additional Services are those services which shall be provided if authorized or confirmed in writing by Owner for which compensation will be provided in addition to the Agreement. Prior to commencing any Additional Service, Design Professional shall prepare an Additional Services Proposal, which shall describe in detail the nature or scope of the Additional Services and the basis upon which Design Professional has determined that such services are Additional Services, and which shall set forth the maximum amount of fees and reimbursable expenses for which Design Professional is prepared to perform such Additional Services, together with a proposed schedule for the performance of such Additional Service.

3.2 Upon acceptance by Owner, the Additional Services Proposal and the services performed by Design Professional will be incorporated into the Agreement by an agreed modification to the Agreement. Design Professional shall proceed only after written acceptance of the Additional Services Proposal by Owner.

3.3 For additional services, Design Professional's fee shall be calculated on the basis of agreed upon hourly billing rates as stated in Exhibit 3, which is incorporated and made a part hereof for all purposes.



3.4 Additional Services that may be required by Owner upon written request and authorization include but are not limited to the following:

- 3.4.1 Surveying Services
- 3.4.2 Geotechnical Services
- 3.4.3 Materials Testing
- 3.4.4 Providing financial feasibility or other special studies.
- 3.4.5 Providing planning surveys, site evaluations, or comparative studies of prospective sites.
- 3.4.6 Providing services relative to future facilities, systems and equipment, which are not intended to be constructed during the Construction Phase.
- 3.4.7 Providing services to make detailed investigation of existing conditions or facilities or to make measured drawings thereof, other than to verify the accuracy of drawings or other information furnished by Owner.
- 3.4.8 Making extensive investigations, surveys, valuations, inventories or detailed appraisals of existing facilities, except as otherwise required by the Agreement, and services required in connection with construction performed by Owner.
- 3.4.9 Providing coordination of Work performed by Owner's separate contractors or by Owner's own forces.
- 3.4.10 Providing services in connection with the Work of a contractor or separate consultants retained by Owner.
- 3.4.11 Making revisions to drawings, specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given, are required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents or are due to other causes not solely within the control of Design Professional.
- 3.4.12 Providing consultation concerning replacement of any Work damaged by fire or other cause during construction and furnishing services as may be required in connection with the replacement of such Work.
- 3.4.13 Providing services made necessary by the default of the contractor, or by major defects or deficiencies in the Work of the contractor, or by failure of performance of the contractor under the Construction Contract.
- 3.4.14 Preparing to serve or serving as an expert witness at the request of Owner in connection with any public hearing, arbitration proceeding or legal proceeding.
- 3.4.15 Providing any other services not otherwise customarily furnished in accordance with generally accepted architectural and engineering practice.
- 3.4.16 Provide three dimensional renderings, models, or other visualizations as requested by Owner.

ARTICLE 4 INSURANCE REQUIREMENTS

See EXHIBIT 2 "Owner's Insurance Requirements," which is incorporated and made a part hereof for all purposes.

ARTICLE 5 DESIGN PROFESSIONAL'S RESPONSIBILITY AND LIABILITY

5.1 Design Professional shall be responsible for the professional quality, technical accuracy, adequacy and sufficiency to accomplish the purposes of the Project and the coordination of all designs, drawings, specifications, and other services furnished by Design Professional under this Agreement. Such designs, drawings and specifications shall, at a minimum, comply with the standard building codes and design standards adopted by TPWD, including but not limited to



“Owner’s Building Codes Directive” in Exhibit 6.

5.2 Design Professional shall, without additional compensation, correct or revise any errors, omissions or deficiencies in its designs, drawings, specifications, and other services. Additional costs and/or losses incurred by Owner as a result of such errors, omissions or deficiencies may be deducted from Design Professional’s compensation due under this Agreement, and Design Professional shall reimburse Owner for such additional costs and/or losses in excess of Design Professional’s remaining unpaid compensation under this Agreement. Design Professional agrees and acknowledges that Owner is entering into this Agreement in reliance on Design Professional’s represented professional abilities with respect to performing Design Professional’s services, duties, and obligations under this Agreement. Design Professional shall perform its services (i) with the professional skill and care ordinarily provided by competent professionals practicing in the same or similar locality and under the same or similar circumstances and professional license; (ii) as expeditiously as is prudent considering ordinary professional skill and care of a competent Design Professional; and (iii) in compliance with all applicable national, federal, state and State of Texas laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. If the Design Professional fails to meet the foregoing standard, Design Professional shall perform forthwith at its own cost, and without reimbursement from the Owner, the professional services necessary to correct any of its services and the services of its consultants that do not meet the standard of care.

5.3 The Design Professional’s services shall be reasonably accurate and free from any material errors or omissions. Neither acceptance nor approval of Design Professional’s services by the Owner shall relieve the Design Professional of any of its professional duties or release it from any liability, it being understood that Owner is, at all times, relying upon the Design Professional for its skill and knowledge in performing these services. Owner shall have the right to reject any of the Design Professional’s services because of any fault or defect in the Project due to material errors or omissions in the plans, drawings, specifications, and other materials prepared by Design Professional or its consultant. Upon notice of any such errors or omissions, Design Professional shall promptly provide any and all services necessary to correct or remedy them at no additional cost to the Owner. Design Professional’s obligation to correct its errors and omissions is in addition to, and not in substitution for, any other remedy for defective services which Owner may have at law or in equity, or both. The Design Professional shall diligently perform all services provided herein and shall use its best professional efforts to protect the Owner from damage, delay, and claims from the Design Professional and other parties.

5.4 Where such contract documents are used in bidding a contract for construction, Design Professional will assume responsibility for any direct or actual damages suffered or incurred by the Owner, including, but not limited to, any increase in compensation due to a construction contractor, which increase is directly attributable to the required changes in the Drawings or other contract documents to the extent caused by Design Professional’s negligent acts, omissions, or errors.

5.5 Design Professional shall make reasonable efforts to investigate any document provided by Owner and the visible existing conditions at the Project site to identify existing systems and construction, which must be modified to accommodate Design Professional’s design for the Project and the construction of the Project. Design Professional shall identify to Owner any discrepancies between the documents and visible conditions, and shall consult with Owner on any special measures, services, or further investigations requiring Design Professional to perform its services free from material errors and omissions and to properly coordinate with existing systems and



construction. This investigation shall be accomplished by registered, professional architects and engineers, as appropriate.

5.6 Any and all disputes with regard to Design Professional's Responsibilities and Liability shall be resolved in accordance with Attachment 1: Essential Clauses, Contract Affirmations & Additional Contract Requirements, Dispute Resolution.

ARTICLE 6 OWNER'S RESPONSIBILITY

6.1 Owner shall provide to Design Professional Owner's design deliverables (reference Exhibit 2), standard building codes (reference Exhibit 6), description of the project scope, preliminary project cost, schedule, criteria for design objectives, characteristics and constraints, space requirements and relationships, site requirements, existing facilities, and desired special components, systems and equipment information as may be available and suitable for use in supporting Design Professional.

6.2 Owner will provide a preliminary project budget and schedule for the Project. The budget will include the Construction Cost Limitation, contingencies for bidding and changes in the Work during construction, and other costs, which are the responsibility of Owner. The schedule attached hereto as part of Exhibit 1, will set forth Owner's plan for milestone dates and completion of the Project.

6.3 Owner designates Design Project Manager "DPM" as its representative authorized to act in Owner's behalf with respect to the Project Design.

6.4 The Owner's representatives for the purpose of administering this contract, shall include, but not limited to, determination of fees earned by Design Professional and equitable back charges against Design Professional. Owner shall have the right to withhold from payments due Design Professional such sums as Owner deems reasonably necessary to protect Owner against any loss or damage which may result from negligence by Design Professional or failure of Design Professional to perform Design Professional's obligations under this Agreement pending final resolution of such claims.

6.5 If Owner observes or otherwise acquires actual knowledge of any design flaw or defect in the Project or conflict in the Contract documents, written notice thereof will be given by Owner to Design Professional; however, Owner shall have no obligation or duty to investigate whether such flaws, defects, or conflicts exist.

6.6 Owner will review Design Professional's design documentation at the completion of Schematic Design and Design Development, at the completion of the stages of Construction Documents as described in Article 1, 1.16, and at submittal of Record Drawings. Comments concerning corrections or amendments to the plans and specifications will be furnished in writing to Design Professional as promptly as possible after receipt of the documents for review. Owner's approval of the documents must be in writing and no approval may be deemed given in the absence of written approval. Owner may require Design Professional to halt production during design review.

6.7 Owner's authorized representatives shall examine the documents submitted by Design Professional and shall render decisions pertaining thereto promptly, to avoid unreasonable delay



in the progress of Design Professional's services.

6.8 Construction of the Project: Owner designates Construction Project Manager "CPM" as its representative authorized to act in Owner's behalf with respect to the construction of the Project.

6.9 The CPM will coordinate duties with Owner's Project Inspectors (OPI) and make routine site visits to observe work in progress. The CPM is the representative of the Project Manager in the field, making periodic site visits to observe the work and report its progress to the Project Manager. CPM consults with Design Professional to provide instruction to the Contractor for clarification of the Contract Documents and resolution of unexpected situations. CPM coordinates with facility staff and Contractor any work that impacts the facility operations. CPM conducts Pre-Construction and Monthly progress meetings between Design Professional, Contractor and CPM identifying issues of concern and areas requiring attention.

6.10 Owner shall furnish one or more OPI who will make routine site visits to inspect the Work. Owner inspections may consist of close, on-site examination of the materials, structure and equipment; and surveillance of the workmanship and methods used to verify that the Project is reasonably accomplished in accordance with the Contract Documents and good construction practices. OPI is responsible for ensuring Contractor's compliance with the Contract Documents and adherence to appropriate building codes. OPI accepts and rejects Contractor's work and instructs Contractor's Superintendent to stop work on any portion of the project in which material used or work performed is not in accordance with the Contract Documents. OPI verifies construction progress and as-constructed document maintenance. OPI reviews pay applications by Contractor verifying material invoice figures and payroll based on the progress of the Schedule of Values. OPI signs approved pay applications and forwards to Design Professional and Project Manager for approval.

6.11 No inspections of the Project or review of Deliverables by the Owner shall reduce the level or extent of Design Professional's responsibilities arising pursuant to this Agreement. Neither the approval and/or final acceptance of a Project or any Deliverables, nor the payment of any Invoice by the Owner shall constitute or be deemed, a release of Design Professional's obligation to perform and timely deliver the Professional Services and any Additional Services in accordance with the Standard of Care and this Agreement.

6.12 Any provisions in this Agreement to the contrary notwithstanding, all consents, revisions, and/or approvals by the Owner shall be in its sole and absolute discretion and shall not be valid or enforceable unless evidenced by a fully executed written amendment to this Agreement. Design Professional acknowledges that the Owner's Design Project Manager, nor Owner's Construction Project Manager shall not have any express or implied authority to vary or otherwise amend or waive compliance with the terms of this Agreement in any way, except for identified deadlines in Section 2.3 herein, and then only as evidenced in writing, signed by the Owner's Design Project Manager.

6.13 No Warranties by the Owner. Design Professional acknowledges that any and all tests, maps, reports, and Drawings in the possession of the Owner that reflect or depict Site boundaries, recorded easements, topography, utility locations, and other Site conditions and/or restrictions which may impact the design and/or construction of the Project were prepared solely for the Owner's benefit and for information only purposes, and that Design Professional shall have no



right to rely upon such and that any reliance thereon shall be at Design Professional's own risk. THE OWNER HEREBY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE ABOVE-MENTIONED REPORTS, TESTS, MAPS AND DRAWINGS.

ARTICLE 7 PROJECT CONSTRUCTION COST

7.1 The Estimated Construction Cost shall be the total cost of all elements of the project required to construct the design, documented by Design Professional.

7.2 The Estimated Construction Cost shall include at current market rates a reasonable allowance for overhead, profit and general conditions, the cost of labor and materials (including Owner provided labor and materials) and any equipment which has been shown in the plans, specified, and specially provided for by Design Professional.

7.3 The estimated Construction Cost does not include compensation to Design Professional and Design Professional's consultants, the cost of the land, rights-of-way, or other costs which are the responsibility of Owner as provided in Article 6.

7.4 Construction Cost Limitation for this project shall not exceed the range of \$2M to \$2.6M. If this estimate, at any stage, exceeds the limit stated herein, Owner shall either approve the estimate or require the Design Professional to revise the Construction Documents as may be necessary to bring the cost within the allocated funds, at no additional cost to Owner. The increase or decrease in project construction cost shall bear no direct relation to the amount of engineer's fee for this project.

7.5 If the lowest responsible bid/proposal exceeds the Design Professional's final construction cost estimate by twenty-five percent (25%) or more, then, in such event, and at Owner's option, Design Professional at no additional cost to Owner shall revise the Construction Documents as required to bring the cost of the Project within the Design Professional's estimate of Construction Cost or Owner may abandon the Project and pay Design Professional for services (deemed satisfactory by Owner) performed to date.

ARTICLE 8 TIME

8.1 Design Professional shall perform all of Design Professional's services described herein as expeditiously as is consistent with (1) all Design Professional's best professional efforts, skill and care, (2) the orderly progress of such services, and (3) in conformance with the project milestone schedules so that the desired development and construction schedule for the Project shall be maintained. Design Professional shall at all times provide sufficient personnel to accomplish Design Professional's services within the time limits set forth in the schedules described herein.

8.2 Attached hereto, Exhibit 1 contains a schedule for completion of each of the phases of services to be performed by Design Professional pursuant to this Agreement. The project schedule contains milestone dates, which have been established and may be modified by Owner to reflect current conditions. Supplemental activities shown on the schedule, and any associated dates not yet defined, shall be determined at such time when the parties mutually agree that, the project is sufficiently developed and documented. Changes in this schedule may be made only with the written approval of Owner. Design Professional shall perform all of its services in accordance with



the then-current schedule approved by Owner.

8.3 Time is of the essence; therefore, failure to perform such services within the time specified hereunder may result in Owner's exercise of contract remedies to include termination of the Agreement.

ARTICLE 9 PAYMENTS

9.1 General

The fee for the full range of Professional Services for this project will be on a firm fixed fee basis. The Fee Proposal will be evaluated to determine whether it is fair and reasonable. All phases of Design Professional's services, programming, design, bid/award, construction administration, shall be negotiated as if all services were to be authorized by Owner and provided by Design Professional in a continuous sequence. However, Owner may elect to phase Design Professional's services, at Owner's sole discretion.

9.1.1 Payment is subject to Owner's prior receipt and approval of properly executed invoices from the Design Professional. Pursuant to Article 11, Professional shall submit invoices into Owner's Internet Based Project Management System (e-Builder) with receipts for reimbursables Invoices. Owner will maintain on-going review and status of Design Professional's progress toward completion of services and will certify whether Design Professional's billings are reasonably comparable with the work completed. Payment(s) will not be made until all work has been reviewed and accepted by Owner.

9.1.2 If an approved HUB Subcontracting Plan (HSP) is a requirement of this Agreement, Design Professional shall submit **a copy** of the current month's Progress Assessment Report (PAR) with the invoice to document compliance with the HSP.

9.1.3 If any work designed or specified by Design Professional is abandoned or suspended, in whole or in part, as a result of the lowest responsible bid/proposal exceeding the Design Professional's final construction cost estimate by twenty-five percent (25%) or more, then, in such event, and at Owner's option, Design Professional at no additional cost to Owner shall revise the Construction Documents as required to bring the cost of the Project within the Design Professional's estimate of Construction Cost or Owner may abandon the Project and pay Design Professional for services (deemed satisfactory by Owner) performed to date.

9.1.4 If this Agreement is terminated for either (1) Owner's convenience or (2) failure by Design Professional to fulfill its obligations herein, Design Professional shall receive a proportionate fee payment only on that portion of work which has been performed to termination date that is considered complete and acceptable to Owner, subject to conditions specified in Article 12 hereof.

9.1.5 **Submission of Invoices:** No more frequently than once per month, Design Professional shall submit an Invoice to the Owner for services performed and reasonable and necessary costs and expenses incurred through the last day of the previous month. The Owner agrees to pay Design Professional in accordance with Tex. Gov't. Code Ch. 2251 also known as the "Prompt Payment Act".

9.1.6 Payments under this Agreement will not exceed amount specified in this Agreement.



9.1.7 Payment by Owner shall be in the form of warrants issued by the Comptroller of Public Accounts out of monies appropriated to the Owner for such purposes.

9.2 Basic Services

9.2.1 Payment for Basic Services may be made upon completion by Design Professional and acceptance by Owner of each phase of the work as set forth below or once per month in an amount proportionate to the percentage of work completed (as approved by Owner's DPM).

DESIGN FEE TABLE	
Pre Design Services –	
Phase One: Review and Assessment of Scope of Services & Confirmation of Project Requirements	\$
Phase Two: Design & Construction Phase Fee	
Schematic Design Phase	\$
Design Development Phase	\$
Construction Documents Phase	\$
Phase Three: Bidding and Award Phase	\$
Phase Four: Construction Phase	\$
Record Drawings	\$
Total Fee for Basic Services	\$
Total Fee for Reimbursable Expenses	\$
Total Fee for Additional Services	\$
TOTAL DESIGN FEE	\$

9.2.2 Payments to Design Professional during the Construction Administration Phase shall be based on the percentage of construction and site visits completed as shown on the Design Professional's approved monthly Construction Vouchers. Notwithstanding other provisions of this Agreement, Owner may withhold from Design Professional's compensation as necessary to assure timely completion and receipt of Record Drawings.

9.3 Hourly Billing Rates

9.3.1 Prior to entering into any agreement between Design Professional and Owner, and Design Professional and its consultants, Design Professional shall submit a full list of all personnel titles



and the hourly billing rate for each which shall be attached hereto as an Exhibit 3. The rates and fees set forth in Exhibit 3 shall be used to establish fixed prices for services.

9.3.2 The rates and fees set forth in Exhibit 3 shall remain firm throughout the term of this Agreement.

9.3.3 The rates and fees set forth in the Schedule of Applicable Rates shall be used to establish fixed prices for services under this Agreement.

9.3.4 Payment to the Design Professional for Additional Services set forth in Article 9 shall be by modification of this Agreement based upon the Schedule of Applicable Rates and will be made monthly upon completion of, and upon Owner's acceptance and receipt of Design Professional's itemized statement for, such services.

9.3.5 For additional services of Design Professional that are not Basic Services due to changes in Project scope, Design Professional's fee shall be calculated on the basis of agreed upon hourly billing rate as stated in Exhibit 3.

9.3.6 For additional services of Design Professional's consultants that are not Basic Services due to changes in Project scope, Design Professional's fee shall be calculated as an amount not to exceed 1.10 times the amount that the consultant bills Design Professional for the additional services.

9.4 Reimbursable Expenses:

9.4.1 For Reimbursable Expenses, Design Professional's reimbursement shall be calculated as an amount not to exceed 1.00 times the amounts actually expended by Design Professional, Design Professional's employees, and consultants in the interest of the Project.

9.4.2 Owner shall reimburse Design Professional for direct non-labor, subcontract expense at documented invoice cost, subject to Owner's prior approval. Direct non-labor expense shall not include office supplies and general operating expenses. Invoices for Reimbursable Expenses shall include back up documentation to substantiate the costs for the expenses to be reimbursed. Design Professional shall minimize the amount of travel expenses reimbursed by ensuring that each trip is the most cost-effective considering all relevant circumstances.

9.4.2.1 Fees paid for securing approval of authorities having jurisdiction over the Project.

9.4.2.2 Shipping or mailing of all reports, drawings, specifications, and other items in connection with the Project except for correspondence between Design Professional and Owner; Design Professional's in-house work or correspondence; or work or correspondence exchanged between Design Professional and its consultants.

9.4.2.3 Expenses of any reprographic services that are in addition to those required under Basic Services requested by Owner in writing, including, but not limited to reproduction and delivery of plans, specifications, addenda, reports or other miscellaneous documents. Reprographic services may include electronic document files or paper printing and delivery.

9.4.2.4 Expenses not allowed for reimbursement include the cost of review documents required



to be provided to Owner under Article 9, telephone charges, technology charges, FAX service, alcoholic beverages, laundry, valet service, entertainment, or any non-project related items.

9.4.2.5 Notice of Depletion: Within seven (7) Days of when the accumulated amount of Reimbursable Expenses reaches eighty percent (80%) of the not-to-exceed amount(s) set forth above, Design Professional shall deliver written notice thereof to the Owner. Nothing herein shall be construed to require the Owner to increase the approved amount(s) established pursuant to this Agreement.

9.4.3 Travel Costs: Owner shall reimburse Design Professional the following expenses for Owner Authorized travel directly associated with Basic Services and/or Additional Services as set out in the this agreement upon receipt of Design Professional's documented invoice.

9.4.4 Actual lodging, food, and mileage rates shall be the U.S General Services Administration (GSA) federal rate in effect at the time this Agreement is executed, and the rates shall remain the same until this Agreement is complete. **Lodging and food costs shall be reimbursed for overnight travel only.** (applicable when outside of Design Professional's office for at least six consecutive hours). Transportation costs shall be reimbursed for travel only in excess of fifty (50) miles, one-way, from Design Professional's office. State of Texas Transportation Rules: <https://fmx.cpa.texas.gov/fmx/travel/texttravel/trans/index.php>.

9.4.4.1 Lodging: Design Professional shall be reimbursed up to the maximum U.S. GSA federal lodging rate for the city or county of the primary destination plus the applicable tax. The federal GSA standard rate shall apply if the city or county of the primary destination is not listed. Lodging expenses shall be documented by submittal of receipts with Design Professional's invoice.

9.4.4.2 Food/Meals: Design Professional shall be reimbursed up to the maximum U.S. GSA federal rate for meals **for overnight travel only.** Meal expenses shall be documented by submittal of receipts with Design Professional's invoice. State travel expense reimbursement is not a per diem. The maximum should not be claimed unless the actual expenditures equal or exceed the maximum allowable rate.

9.4.4.3 Transportation: Design Professional shall be reimbursed mileage expenses not to exceed the maximum GSA federal rate, which can be found at: <https://fmx.cpa.texas.gov/fmx/travel/texttravel/trans/index.php>.

9.4.4.4 Air Fare (Coach Class): Requires prior Owner approval and Design Professional's justification of need. Design Professional shall be reimbursed for actual cost of coach class air fare documented by submittal of receipts with Design Professional's invoice. The reimbursement may not exceed the cost of the lowest available airfare.

9.4.4.5 Car Rental (Mid-Size): Design Professional shall be reimbursed for actual cost of a mid-size vehicle. Vehicle rental at a higher cost than for a mid-size vehicle shall require prior approval of Owner. Mileage will not be reimbursed while driving a rental vehicle. Fuel costs for rental vehicles shall be reimbursed at cost of self-fueled rate per gallon. Car rental and fuel expenses shall be documented by submittal of receipts with Design Professional's invoice.

9.4.5 Total Reimbursable Expenses shall not exceed the amount specified in this agreement unless modified in writing.



9.5 Payments Withheld

9.5.1 Under no circumstances shall Owner be obligated to make any payment (whether a progress payment or final payment) to Design Professional, if any one or more of the following conditions exist:

9.5.1.1 Design Professional is in breach or default under this Agreement;

9.5.1.2 Any portion of a payment is for services that were not performed in accordance with this Agreement, provided, however, that payment shall be made for those services which were performed in accordance with this Agreement;

9.5.1.3 Design Professional has failed to make payments promptly to consultants or other third parties used in connection with services for which Owner has made payment to Design Professional;

9.5.1.4 If Owner, in good faith, determines that the balance of the unpaid fees is not sufficient to complete the services in accordance with this Agreement; or

9.5.1.5 If Design Professional has failed to achieve a level of performance necessary to maintain the project schedule.

9.5.2 No deductions shall be made from Design Professional's compensation on account of liquidated damages or other sums withheld from payments to other contractors or on account of the cost of changes in the Work other than those for which Design Professional may be liable.

9.5.3 Owner shall have the right to withhold from payments due Design Professional such sums as Owner deems reasonably necessary to protect Owner against any loss or damage which may result from negligence by Design Professional or failure of Design Professional to perform Design Professional's obligations under this Agreement pending final resolution of such claims.

9.6 Design Professional Accounting Record

9.6.1 Records of Reimbursable Expenses and expenses pertaining to Additional Services and services performed on the basis of agreed upon hourly billing rate as stated in Exhibit 3 shall be kept on the basis of Generally Accepted Accounting Principles and shall be available to Owner or Owner's authorized representative at mutually convenient times for a period of at least seven (7) years after final completion of the Project. Owner shall have the right to verify the details set forth in Design Professional's billings, certificates, and invoices, either before or after payment, by (1) inspecting the books and records of Design Professional during normal business hours; (2) examining any reports with respect to this Project; (3) interviewing Design Professional's business employees and independent contractors; (4) visiting the Project site; and (5) other reasonable action.

9.6.2 Records of Design Professional's costs, Reimbursable Expenses pertaining to the Project, and payments shall be available to Owner or its authorized representative during business hours and shall be retained for seven (7) years after final payment or abandonment of the Project, unless Owner otherwise instructs Design Professional in writing.



ARTICLE 10 OWNERSHIP AND USE OF DOCUMENTS

10.1 Drawings and Specifications as instruments of service are and shall remain property of Design Professional whether the Project for which they are made is executed or not. Owner shall be permitted to retain copies, including reproducible copies, of Drawings and Specifications for information and reference in connection with Owner's use and occupancy of the Project. Owner shall have an irrevocable, paid-up, and perpetual non-exclusive license and right, which shall survive the termination of this agreement, to use the Drawings and Specifications, including the originals thereof, and the ideas and designs contained therein, for any purpose, regardless of whether Design Professional remains as Design Professional, has resigned, this Agreement has been terminated, Design Professional's scope of services has been modified, or the services herein have been completed. If this Agreement is terminated, Design Professional hereby consents to the employment by Owner of a substitute Design Professional to complete

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

ARTICLE 11 INTERNET-BASED PROJECT MANAGEMENT SYSTEM

TPWD administers its design and construction management through an Internet-based management system called eBuilder™. T

eBuilder™ is a cloud-based system that is accessible anywhere there is a web connection. eBuilder™ will be used by the Owner, Architect/Engineer and the Contractor for tasks including, but not limited to the following:

Design Professional shall conduct communication through this media and perform all Project related functions utilizing this database system. Such tasks may include the following:

- A. Contractor Application for Payment request(s)
- B. Submittals
- C. Request for Information (RFI)
- D. Construction Reports
- E. Architect Supplemental Information (ASI)
- F. Change Order documentation
- G. Progress Meeting Minutes
- H. Site Observation Reports
- I. Inspection Reports
- J. Outsourced (3rd party) Testing Reports
- K. general correspondence
- L. any other Owner requested tasks and/or documents

The TPWD Design Project Manager will provide an overview of the system and coordinate training for the Design Professional's use of the system. TPWD's Design Project Manager will also assign users with login credentials and ensure required levels of access are established.

The eBuilder™ website is: (<https://gov.e-builder.net>)



ARTICLE 12 SUSPENSION, AND TERMINATION OF AGREEMENT

12.1 Termination for Convenience: Owner reserves the right to terminate this agreement at any time, in whole or in part, without cost or penalty, by providing at least seven (7) days' written notice to Design Professional, if Owner determines that such termination is in the best interest of the state. In the event of termination not the fault of Design Professional, Design Professional shall be compensated for all services satisfactorily performed to the termination date, together with approved Reimbursable Expenses then due, provided Design Professional shall have delivered to Owner such statements, accounts, reports and other materials as required together with all reports, documents and other materials prepared by Design Professional prior to termination.

12.2 Termination for Cause/Default: If the Design Professional defaults on the Agreement, Owner reserves the right to cancel the Agreement upon written notice of the default to Design Professional and after providing an opportunity to cure the default. If Design Professional fails to provide and implement corrective action within seven (7) days from receipt of Owner's written notice to terminate for Cause/Default, Owner reserves the right to either re-solicit or re-award the Agreement to the next best responsive and responsible respondent. The defaulting Design Professional will not be considered in the re-solicitation and may not be considered in future solicitations for the same type of work, unless the specification or scope of work significantly changes. The period of suspension will be determined by Owner based on the seriousness of the default. In such case, Design Professional shall be liable to Owner for any additional cost occasioned to Owner thereby.

12.3 A termination under this Article shall not relieve Design Professional or any of its contractors or employees of liability for violations of this Agreement, or any willful, negligent, or accidental act or omission of Design Professional. The provisions of this Article shall survive the termination of this Agreement. In the event of a termination under this Article, Design Professional hereby consents to employment by Owner of a substitute Design Professional to complete the services under this Agreement, with the substitute Design Professional having all rights and privileges of the original Design Professional of the Project.

12.4 As of the date of termination of this Agreement, Design Professional shall furnish to Owner all documents, statements, accounts, reports and other materials as are required hereunder or as have been prepared by Design Professional in connection with Design Professional's responsibilities hereunder. Owner shall have the right to use the reports and recommendations therein contained for the completion of the services described by this Agreement, and for completion of the Project, or otherwise.

12.5 Upon receipt of termination notice, Design Professional shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to Owner all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by Design Professional in performing the Work, whether completed or in progress. All work produced shall be sole property of Owner and may be used without additional compensation in any work in accordance with Article 10 herein. Upon such delivery to Owner, Design Professional shall be paid for the value of services rendered by Design Professional if the same are accepted and approved by Owner.

12.6 If the termination is due to the failure of Design Professional to fulfill the Agreement obligations, Owner may take over the work and prosecute same to completion by contract or



otherwise. In such case, Design Professional shall be liable to Owner for any additional cost occasioned to Owner thereby.

12.7 Suspension of Services. Owner may, without cause, or by reason of a Force Majeure event, order the Design Professional in writing to suspend, delay, or interrupt the Professional Services in whole or in part for such period of time as Owner may determine.

Upon receipt of such notice, the Design Professional shall, unless the notice requires otherwise, immediately discontinue services to the extent specified in the notice. Design Professional shall promptly and orderly arrange all Deliverables, data accumulated, and products of its Professional Services prepared and paid for to the date of suspension and deliver the same to the Owner. Design Professional shall be compensated for Professional Services performed prior to the date of the notice of such suspension. When the Project resumes, Design Professional shall be compensated for reasonable expenses incurred in the interruption and resumption of Design Professional's Professional Services so long as said expenses are those of the nature allowed under Article 9. If Owner suspends the Project for more than 180 cumulative Days for reasons other than the fault of Design Professional, Design Professional may terminate this Agreement by giving not less than seven (7) Days' written notice. No additional compensation shall be paid in the event Design Professional so terminates other than for Professional Services provided prior to the notice of suspension as set forth herein.

ARTICLE 13 SUCCESSORS AND ASSIGNS

Owner and Design Professional, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, permitted successors, assigns, and legal representatives of such other party with respect to all covenants of this Agreement. This Agreement is a personal service contract for the services of Design Professional, and Design Professional's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party. The benefits and burdens of this Agreement are, however, assignable by Owner.

ARTICLE 14 NOTICES

14.1 All notices, consents, approvals, demands, requests or other communications provided for or permitted to be given under any of the provisions of this Agreement shall be in writing and shall be deemed to have been duly given or served when delivered by hand delivery or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid, or to such person or address as may be given in writing by either party to the other in accordance with the aforesaid.

If to Owner: JoAnn Hernandez, Contract Manager CTCD, CTCM
Texas Parks and Wildlife Department
4200 Smith School Road
Austin Texas, 78744

With Copies to: Juana Salazar, Design Project Manager
Texas Parks and Wildlife Department
4200 Smith School Road
Austin, Texas 78744



_____, Construction Project Manager
Texas Parks and Wildlife Department
4200 Smith School Road
Austin, Texas 78744

Todd George, Attorney, Legal Division
Texas Parks and Wildlife Department
4200 Smith School Road
Austin, Texas 78744

If to Design Professional:

Name _____
Company Name _____
Address _____
Address _____
Email _____
Phone No. _____

The parties may make reasonable changes in the person or place designated for receipt of notices upon advance written notice to the other party.

Party Representatives. The Owner's Designated Representative authorized to act in the Owner's behalf with respect to the Project is:

DESIGN PHASE

Juana Salazar, Design Project Manager
Texas Parks and Wildlife Department
4200 Smith School Road
Austin Texas, 78744
Email: juana.salazar@tpwd.texas.gov

PHASE 4 & 5 SERVICES PHASE

_____, Construction Project Manager
Texas Parks and Wildlife Department
4200 Smith School Road
Austin Texas, 78744
Email: _____@tpwd.texas.gov

The Design Professional's designated representative authorized to act on the Design Professional's behalf and bind the Design Professional with respect to the Project is:

Name _____
Company Name _____
Address _____



Contract CA-_____

Address _____
Email _____
Phone No. _____

The parties may make reasonable changes in their designated representatives upon advance written notice to the other party.

14.2 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed, construed, and considered to be an original, but all of which shall constitute one and the same instrument.

14.3 **Gratuities.** Any person doing business with or who reasonably speaking may do business with the State under this agreement must not make any offer of benefits, gifts or favors to TPWD employees without prior written approval from TPWD. Failure on the part of Design Professional to comply with this provision may result in the termination of this agreement.

14.4 **Patent Rights.** The State of Texas and TPWD shall have the royalty free, nonexclusive and irrevocable right to use and to authorize others to use any patents developed by the Design Professional under this agreement.

ARTICLE 15 FEDERALLY FUNDED PROJECTS

On Federally funded projects, the Owner may waive, suspend or modify any Article in this Agreement which conflicts with any Federal statute, rule, regulation or procedure, where such waiver, suspension or modification is essential to receipt by the Owner of such Federal funds for the project. In the case of any project wholly financed by Federal funds, any standards required by the enabling Federal statute, or any Federal rules, regulations or procedures adopted pursuant thereto, shall be controlling.

ARTICLE 16 COMPLIANCE

Design Professional shall comply with all Federal, state and local laws, ordinances, statutes, and regulations pertaining to services provided hereunder and shall obtain such permits, licenses, or other authorization as may be required for their portion of the work.

ARTICLE 17 CONTRACT AMENDMENTS

Any amendment to this Agreement shall be in writing and signed by both parties.

ARTICLE 18 STATUTE OF LIMITATIONS

Applicable statute(s) of limitation shall commence to run and any alleged cause of action shall accrue when the party commencing such cause of action knows or reasonably should have known of the existence or occurrence of the act(s) or failure(s) to act giving rise to the claim.

ARTICLE 19 EXTENT OF AGREEMENT

This Agreement supersedes all prior agreements, written or oral, between Design Professional and Owner and shall constitute the entire Agreement and understanding between the parties with respect



to the subject matter hereof. This Agreement and each of its provisions shall be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by Owner and Design Professional.

ARTICLE 20 REMEDIES

Neither Owner’s review, approval or acceptance of, nor payment for any of the services ordered under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, nor shall the same shift responsibility for Design Professional’s work performed pursuant to this Agreement, and Design Professional shall be and remain liable to Owner in accordance with applicable law, current as of the date of this Agreement, for all damages to Owner caused by Design Professional’s failure to perform any of the terms of this Agreement. The rights and remedies of Owner provided for under this Agreement are in addition to any other rights and remedies provided by law.

ARTICLE 21 VENUE

Venue of specific breach of this Agreement is hereby fixed in Travis County, Texas.

ARTICLE 22 ATTACHMENT 1

Essential Clauses, Contract Affirmations and Additional Contract Requirements are hereby incorporated herein by reference.

ARTICLE 23 LIST OF EXHIBITS

- Exhibit 1 Project Scope and Schedule
- Exhibit 2 Owner’s Insurance Requirements
- Exhibit 3 Fee Proposal and Hourly Billing Rate
- Exhibit 4 Design Professional’s List of Key Personnel
- Exhibit 5 Approved HUB Subcontracting Plan (HSP)
- Exhibit 1 Submittal Standards and Formatting
- Exhibit 2 Definitions of Phase Delivery Gates for Architectural and Engineering Projects
- Exhibit 3 TPWD Sustainable Design Checklist
- Exhibit 4 Design Deliverables
- Exhibit 6 Owner’s Adopted Standard Building Codes

[SIGNATURES APPEAR ON FOLLOWING PAGE]



Contract CA-_____

Notice: The Texas Board of Architectural Examiners, 333 Guadalupe Street, Suite 2-350, Austin, Texas 78701, telephone (512) 305-9000, has jurisdiction over individuals licensed under Design Professionals' Registration Law, Texas Civil Statutes, Article 249a.

Licensure of Architects: The Texas Board of Architectural Examiners, 333 Guadalupe, Suite 2-350, Austin, Texas 78701, Phone 512-305-9000, has jurisdiction over individuals licensed under the Regulation of Practice of Architecture Law, *Tex. Occ. Code §1051*.

Licensure of Engineers: The Texas Board of Registration for Professional Engineers, 1917 IH 35 South, Austin, Texas 78741, Phone 512-440-7723, has jurisdiction over individuals licensed under the Texas Engineering Registration Law, *Tex Occ. Code §1001*.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the day and year first written above.

Design Professional:

Address: _____

Signature: _____

Name: _____

Title: _____

Date: _____

Owner: Texas Parks and Wildlife Department
4200 Smith School Road
Austin, Texas 78744

Signature: _____

Name: _____

Title: _____

Date: _____

ATTACHMENT 1

ESSENTIAL CLAUSES, CONTRACT AFFIRMATIONS & ADDITIONAL CONTRACT REQUIREMENTS

Incorporated herein by reference to Contract CA-_____

STATE OF TEXAS – ESSENTIAL CLAUSES

Antitrust and Assignment of Claims. Design Professional represents and states that neither Design Professional nor any firm, corporation, partnership, or institution represented by Design Professional or anyone acting for such firm, corporation or institution has (i) violated the antitrust laws of the State of Texas under Tex. Bus. & Com. Code Ch. 15, or the federal antitrust laws; or (ii) communicated directly or indirectly the proposal to any competitor or any other person engaged in such line of business during the procurement process for this Agreement. Design Professional assigns to the State of Texas all of Design Professional's rights, title, and interest in and to all claims and causes of action Design Professional may have under the antitrust laws of Texas or the United States for overcharges associated with this Agreement.

Assignment: In accordance with Section 2155.4441 of the Texas Government Code, Design Professional agrees that during the performance of a contract for services it shall purchase products and materials produced in Texas when they are available at a price and time comparable to products and materials produced outside this state.

Buy Texas. In accordance with Section 2155.4441 of the Texas Government Code, Respondent agrees that during the performance of a contract for services it shall purchase products and materials produced in Texas when they are available at a price and time comparable to products and materials produced outside this state.

Child Support Obligation Affirmation. Under Section 231.006 of the Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate in addition to other remedies set out in 231.006(f).13.7

Contracting Information Responsibilities. Design Professional represents and warrants that it will comply with the requirements of Section 552.372(a) of the Texas Government Code . Except as provided by Section 552.374(c) of the Texas Government Code, the requirement of Subchapter J, Chapter 552 of the Government Code, may apply to the contract and the Design Professional agrees that the contract can be terminated if the Design Professional knowingly or intentionally fails to comply with the requirement of that subchapter.

COVID-19 Vaccine Passport Prohibition. Under Section 161.0085 of the Texas Health and Safety Code, A/E certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the

A/E's business. A/E acknowledges that such a vaccine or recovery requirement would make A/E ineligible for a state-funded contract.

Critical Infrastructure Affirmation. Pursuant to Government Code Section 2274.0102, Design Professional certifies that neither it nor its parent company nor any affiliates of Design Professional's parent company, is (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103, or (2) headquartered in any of those countries.

Cybersecurity Training Required. If A/E has "access," as that term is defined in 1 Tex. Admin. Code § 202.1, to any state computer system or database, then, pursuant to Tex. Gov't Code § 2054.5192, A/E and its Consultants, subcontractors, officers, and employees shall complete a cybersecurity training program certified under Tex. Gov't Code §2054.519. The cybersecurity training program must be completed by the A/E and its Consultants, officers and employees during the term and any renewal period of this Page 29 Agreement. A/E shall verify completion of the training program to TFC pursuant to, and in accordance with, Tex. Gov't Code § 2054.5192.

Data Management: In accordance with Section 2054.138 of the Texas Government Code, A/E certifies that it will comply with the security controls required under this contract and will maintain records and make them available to Agency as evidence of Respondent's compliance with the required controls.

Dealings with Public Servants Affirmation: A/E has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted Response.

Debts and Delinquencies' Affirmation: A/E agrees that any payments due under the contract shall be applied towards any debt or delinquency that is owed to the State of Texas.

Disaster Recovery Plan. In accordance with 13 TAC §6.94(a)(9), Design Professional shall provide to the Owner the descriptions of its business continuity and disaster recovery plans.

Disclosure of Prior State Employment: In accordance with Section 2254.033 of the Texas Government Code, relating to consulting services, Respondent certifies that it does not employ an individual who has been employed by Agency or another agency at any time during the two years preceding the submission of the Response or, in the alternative, Respondent has disclosed in its Response the following: (i) the nature of the previous employment with Agency or the other agency; (ii) the date the employment was terminated; and (iii) the annual rate of compensation for the employment at the time of its termination.

Dispute Resolution. Subject to Texas Government Code, Section 2260.002, the dispute resolution process provided for in Chapter 2260 of the Texas Government Code and set forth below in subsections (a)-(d) shall be used by the parties to attempt to resolve all disputes arising under this contract. In accordance with the Texas Civil Practice and Remedies Code, Section 114.005, the parties agree claims encompassed by Texas Government Code, Section 2260.002(3) and Texas Civil

Practice and Remedies Code Section 114.002 shall be governed by the dispute resolution process set forth below in subsections (a)-(d).

(a) Notwithstanding Texas Government Code, Chapter 2260.002(3) and Chapter 114.012 and any other statute or applicable law, if the Respondent's claim for breach of contract cannot be resolved by the parties in the ordinary course of business, Respondent may make a claim against Agency for breach of contract and the Agency may assert a counterclaim against the Respondent as is contemplated by Texas Government Code, Chapter 2260, Subchapter B. In such event, Respondent must provide written notice to Agency of a claim for breach of the contract not later than the 180th day after the date of the event giving rise to the claim. The notice must state with particularity: (1) the nature of the alleged breach; (2) the amount the Respondent seeks as damages; and (3) the legal theory of recovery.

(b) The chief administrative officer, or if designated in the contract, another officer of the Agency, shall examine the claim and any counterclaim and negotiate with the Respondent in an effort to resolve them. The negotiation must begin no later than the 120th day after the date the claim is received, as is contemplated by Texas Government Code, Chapter 2260, Section 2260.052.

(c) If the negotiation under paragraph (b) above results in the resolution of some disputed issues by agreement or in a settlement, the parties shall reduce the agreement or settlement to writing and each party shall sign the agreement or settlement. A partial settlement or resolution of a claim does not waive a party's rights under this contract as to the parts of the claim that are not resolved.

(d) If a claim is not entirely resolved under paragraph (b) above, on or before the 270th day after the date the claim is filed with Agency, unless the parties agree in writing to an extension of time, the parties may agree to mediate a claim made under this dispute resolution procedure. This dispute resolution procedure is the Respondent's sole and exclusive process for seeking a remedy for an alleged breach of contract by the Agency if the parties are unable to resolve their disputes as described in this section.

(e) Nothing in the contract shall be construed as a waiver of the state or the Agency's sovereign immunity. This contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the State of Texas under this contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies or immunities or be considered as a basis for estoppel. Agency does not waive any privileges, rights, defenses, or immunities available to Agency by entering into this contract or by its conduct, or by the conduct of any representative of Agency, prior to or subsequent to entering into this contract.

Compliance with the dispute resolution process provided for in Texas Government Code, Chapter 2260, subchapter B and incorporated by reference in subsection (a)-(d) above is a condition precedent to the Respondent:

(1) Filing suit pursuant to Chapter 114 of the Civil Practices and Remedies Code; or

(2) initiating a contested case hearing pursuant to Subchapter C of Chapter 2260 of the Texas Government Code.

Drug-Free Workplace. On Federally funded projects, the Design Professional shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988.

Entities that Boycott Energy Companies. Design Professional represents and warrants that: (1) it does not, and will not for the duration of the Agreement, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code (as added by SB 13, Acts of the 87th Legislature, Regular Session, 2021) does not apply to the Agreement. If circumstances relevant to this provision change during the course of the Agreement, Design Professional shall promptly notify Owner.

Entities that Boycott Israel. If Design Professional is required to make a certification pursuant to Section 2271.001 of the Texas Government Code, Design Professional certifies that Design Professional does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. If Design Professional does not make that certification, Design Professional must indicate that in its Response and state why the certification is not required.

E-VERIFY PROGRAM. BY ENTERING INTO THIS CONTRACT, THE CONTRACTOR CERTIFIES AND ENSURES THAT IT UTILIZES AND WILL CONTINUE TO UTILIZE, FOR THE TERM OF THIS CONTRACT, THE U.S. DEPARTMENT OF HOMELAND SECURITY'S E-VERIFY SYSTEM TO DETERMINE THE ELIGIBILITY OF:

(a) All persons employed to perform duties within Texas, during the term of the Contract; and

(b) All persons (including subcontractors) assigned by the Respondent to perform work pursuant to the Contract, within the United States of America.

The Contractor shall provide, upon request of Texas Parks and Wildlife Department, an electronic or hardcopy screenshot of the confirmation or tentative non-confirmation screen containing the E-Verify case verification number for attachment to the Form I-9 for the three most recent hires that match the criteria above, by the Contractor, and Contractor's subcontractors, as proof that this provision is being followed.

If this certification is falsely made, the Contract may be immediately terminated, at the discretion of the state and at no fault to the state, with no prior notification. The Contractor shall also be responsible for the costs of any re-solicitation that the state must undertake to replace the terminated Contract.

Excess Obligations Prohibited. The contract is subject to termination or cancellation, without penalty to Agency, either in whole or in part, subject to the availability of state funds.

Excluded Parties. Respondent certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control.

False Statement. Respondent represents and warrants that all statements and information prepared and submitted in this document are current, complete, true, and accurate. Submitting a Response with a false statement or material misrepresentations made during the performance of a contract is a material breach of contract and may void the submitted Response and any resulting contract.

Entities that Boycott Firearm Entities or Firearm Trade Associations. Design Professional verifies that: (1) it does not, and will not for the duration of the Agreement, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code (as added by SB 19, Acts of the 87th Legislature, Regular Session, 2021), does not apply to the Agreement. If circumstances relevant to this provision change during the course of the Agreement, Design Professional shall promptly notify Owner.

Former Agency Employees. Design Professional represents and warrants that none of its employees including, but not limited to, those authorized to provide services under the contract, were former employees of the Agency during the twelve (12) month period immediately prior to the date of execution of the contract.

Governing Law and Venue. The contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the contracting Agency.

Human Trafficking Prohibition. Under Section 2155.0061, of the Texas Government Code, the Design Professional certifies that the individual or business entity names in this contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

IDEMNIFICATION. DESIGN PROFEWSSIONAL SHALL INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND AGENCY, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED DAMAGES, COSTS, ATTORNEY FEES, AND EXPENSES TO THE EXTENT CAUSED BY, ARISING OUT OF, OR RESULTING FROM ANY ACTS OF NEGLIGENCE, INTENTIONAL TORTS, WILLFUL MISCONDUCT, PERSONAL INJURY OR DAMAGE TO PROPERTY, AND/OR OTHERWISE RELATED TO DESIGN PROFESSIONAL'S PERFORMANCE, AND/OR FAILURES TO PAY A SUBCONTRACTOR OR SUPPLIER BY THE DESIGN PROFESSIONAL OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, CONSULTANTS UNDER CONTRACT TO DESIGN PROFESSIONAL, OR ANY OTHER ENTITY OVER WHICH THE CONTRACTOR

EXERCISES CONTROL, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY DESIGN PROFESSIONAL WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND RESPONDENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. DESIGN PROFESSIONAL AND AGENCY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM

No Conflicts of Interest. Design Professional has disclosed in writing to the Owner all existing or potential conflicts of interest relative to the performance of the contract.

Prior Disaster Relief Contract Violation. Under Sections 2155.006 and 2261.053 of the Texas Government Code, the Respondent certifies that the individual or business entity named in this Response or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

Public Information Act. Information, documentation, and other material in connection with this Solicitation or any resulting contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with Section 2252.907 of the Texas Government Code, Respondent is required to make any information created or exchanged with the State pursuant to the contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

RIGHT TO AUDIT/RECORDS RETENTION. Contractor understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, TPWD or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with the above parties in the conduct of the audit or investigation, including providing all records requested. Contractor shall ensure that this paragraph concerning the State's authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards. Contractor shall maintain and retain supporting fiscal and any other documents relevant to showing that any payments under this Contract funds were expended in accordance with the laws and regulations of the State of Texas, including but not limited to, requirements of the Comptroller of the State of Texas and the State Auditor. Contractor shall maintain all such documents and other records relating to this Contract and the State's property for a period of seven (7) years after the date of submission of the final invoices or until a resolution of all billing questions, whichever is later. Contractor shall make available at reasonable times and upon reasonable notice, and for reasonable periods, all documents and other information related to the work of this Contract. Contractor and the subcontractors shall provide the State Auditor with any information that the State Auditor deems relevant to any investigation or audit. Contractor must retain all work and other supporting documents pertaining to this Contract, for purposes of inspecting, monitoring, auditing, or evaluating by TPWD and any authorized agency of the State of Texas,

including an investigation or audit by the State Auditor. Contractor shall cooperate with any authorized agents of the State of Texas and shall provide them with prompt access to all of such State's work as requested. Contractor's failure to comply with this Section shall constitute a material breach of this Contract and shall authorize TPWD and the State of Texas to immediately assess appropriate damages for such failure.

Signature Authority. Design Professional represents and warrants that the individual signing this document and the documents made part of this contract is authorized to sign such documents on behalf of the Design Professional and to bind the Design Professional under any contract that may result from the this Contract.

Standard of Care for Architects and Engineers. Pursuant to Section 2254.0031 of the Texas Government Code, which incorporates by reference Section 271.904(d) of the Texas Local Government Code, Respondent shall perform services (1) with professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license, and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect.

CONTRACT AFFIRMATIONS

Suspension and Debarment. Design Professional certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration.

Eligibility Certification. Pursuant to Section 2155.004, *Texas Government Code*, Design Professional certifies that the individual or business entity named in this Agreement is not ineligible to receive the award of or payments under this Agreement and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.

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

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

EQUAL OPPORTUNITY. Design Professional represents and warrants that it shall not discriminate against any person on the basis of race, color, national origin, creed religion, political belief, sex, sexual orientation, age and disability in the performance of this Agreement.

DECEPTIVE TRADE PRACTICES; UNFAIR BUSINESS PRACTICES Design Professional represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Tex. Bus. & Com Code, Chapter 17 or allegations of any unfair business practice in any administrative hearing or court suit and that Design Professional has not been found to be liable for such practices in such proceedings. Design Professional certifies that it has no officers who have served as officers of other entities who have been the subject allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit and those such officers have not been found to be liable for such practices in such proceedings.

FEDERAL, STATE AND LOCAL REQUIREMENTS

Design Professional shall demonstrate on-site compliance with the Federal Tax Reform Act of 1986, Section 530 of the Revenue Act of 1978, dealing with issuance of Form W-2's to common law employees. Design Professional is responsible for both federal and State unemployment insurance coverage and standard Worker's Compensation insurance coverage. Design Professional shall comply with all federal and State tax laws and withholding requirements. The State of Texas shall not be liable to Design

Professional or its employees for any Unemployment or Worker's Compensation coverage or federal or State withholding requirements. Design Professional shall indemnify the State of Texas and shall pay all costs, penalties or losses resulting from Design Professional's omission or breach of this Section.

CIVIL RIGHTS. Design Professional shall comply with all federal, state and local laws, regulations, executive orders, ordinances and requirements and guidelines applicable to a Design Professional providing services to the State of Texas as these laws, regulations, executive orders, ordinances, and requirements and guidelines currently exist and as they are amended throughout the term of this Agreement. The Owner reserves the right in its sole discretion to unilaterally amend this Agreement throughout its term to incorporate any modifications necessary for Owner's or Design Professional's compliance with all applicable State and federal laws and regulations. Without limiting the foregoing, Design Professional expressly agrees to comply with the following laws, regulations and executive order to the extent they are applicable to the Agreement: (i) Titles VI and VII of Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) The Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vi) The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (vii) 40 TAC § 819.12 & Tex Labor Code Chapter 21 relating to Prohibitions relating to employment and discrimination; (viii) all regulations and administrative rules established pursuant to the foregoing laws; (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and (x) all federal and state laws governing the handling, processing, packaging, storage, labeling and delivery of food products, if applicable. All laws, regulations and executive orders applicable to the Agreement are incorporated by reference where so required by law.

FELONY CRIMINAL CONVICTIONS. Design Professional represents and warrants that Design Professional has not and Design Professional's employees have not been convicted of a felony criminal offense or that if such a conviction has occurred, Design Professional has fully advised the Owner as to the facts and circumstances surrounding the conviction.

IRON AND STEEL REQUIREMENT

Design Professional shall ensure that all design documents produced pursuant to this Contract, fully complies with Texas Government Code, Title 10, Subchapter F, §§ 2252.201-2252.205 by specifying that all iron and steel products produced through a manufacturing process and used in a construction Project; be produced in the United States. Electrical components, equipment, systems, and appurtenances necessary for operation are not considered to be iron or steel products and are exempt from the requirements of Section 2252.202.

Design Professional shall immediately notify TPWD if it determines that (1) iron or steel products produced in the United States are not: (a) produced in sufficient quantities; (b) reasonably available; or (c) of a satisfactory quality; or (2) if use of iron or steel products produced in the United States will increase the total cost of the project by more than 20 percent.

RESPONSES TO RFQ. All statements, representations and certifications contained in, or otherwise set out in Design Professional's response(s) to the RFQ for this Project were true and correct when made and shall remain true and correct throughout the term of this Agreement.

NO PRESUMPTIONS FOR AMBIGUITIES. Each party hereby represents that although the initial draft of this Agreement may have been prepared by one party, both parties have been given the opportunity to review this Agreement with counsel of their choice, and have made additions, revisions, and amendments hereto. Therefore, each party hereby covenants and agrees that they are co-drafters of this Agreement such that any ambiguities cannot be construed against any party.

ADDITIONAL CONTRACT REQUIREMENTS

Appointment. Owner hereby expressly reserves the right from time to time to designate by notice to Design Professional, a representative to act partially or wholly for Owner in connection with the performance of Owner's obligations hereunder. Design Professional shall act only upon instructions from such representative unless otherwise specifically notified to the contrary.

Authority to Act. Design Professional warrants, represents, and agrees that (1) it is a duly organized and validly existing legal entity in good standing under the laws of the state of its incorporation or organization; (2) it is duly authorized and in good

standing to conduct business in the State of Texas; (3) it has all necessary power and has received all necessary approvals to execute and deliver this Agreement; and (4) the individual executing this Agreement on behalf of Design Professional has been duly authorized to act for and bind Design Professional.

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

Due Diligence. A/E shall exercise due diligence to prevent, eliminate, or overcome any Force Majeure event where it is possible to do so and resume performance of Professional Services at the earliest possible date. However, if nonperformance continues for more than thirty (30) Days, TFC may terminate this Agreement immediately upon written notification to A/E.

Force Majeure. Any delays in or failure of performance by either party, except in respect of the obligation of payments under this Agreement, shall not constitute default hereunder if and to the extent such delays or failure of performance are caused solely by occurrence(s) beyond the reasonable control of the party affected, and which by the exercise of due diligence such party is unable to prevent, herein called "Force Majeure" including acts of God or the public enemy, sabotage, war, mobilization, revolution, civil unrest, riots, strikes, lockouts, pandemics, epidemics, fires, accidents breakdowns, or floods, earthquakes, hurricanes, or any other natural disaster, or governmental actions.

Independent Contractor. Design Professional acknowledges that it is engaged as an independent contractor and that Owner has no responsibility to provide Design Professional or its employees with transportation, insurance or other fringe benefits normally associated with employee status. Design Professional is not, and will not claim to be, an officer, partner, employee or agent of Owner and shall not make any claim, demand or application to or for any right or privilege applicable to an officer, partner, employee or agent of Owner, including, but not limited to, unemployment insurance benefits, social security coverage or retirement benefits. Design Professional hereby agrees to make Design Professional's own arrangements for any of such benefits as Design Professional may desire and agrees that Design Professional is responsible for all income taxes required by applicable law.

Loss of Funding. Performance by Owner under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature") and/or allocation of funds by the Texas Parks and Wildlife Department (the "Department"). If the Legislature or Department fails to appropriate or allot the necessary funds, or fails to allocate the necessary funds, then Owner shall issue written notice to Design Professional and Owner may terminate this Agreement in accordance with Article 12. Design Professional acknowledges that appropriation, allotment, and allocation of funds are beyond the control of Owner.

Non-Collusion. The Design Professionals warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Design Professional, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or Design Professional any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the

award or making of this agreement. For breach or violation of this warranty, the Owner shall have the right to annul this agreement without liability or, in its discretion, to deduct from the contract price or compensation, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

Notice. In any such event, the party claiming force majeure shall notify the other of the Force Majeure event in writing within seventy-two (72) hours of the earlier of (a) the commencement of the Force Majeure event or (b) the entry of any order by Authorities Having Jurisdiction of an emergency or Force Majeure event. In the event A/E fails to timely provide said notice, such failure shall constitute, without further notice or action, a waiver of the right to claim Force Majeure for such event. If possible, such notice shall set forth the extent and duration thereof. TFC shall determine, in the exercise of reasonable discretion and based upon an order entered by Authorities Having Jurisdiction as available, the termination of the Force Majeure event.

Proprietary Interests. All information owned, possessed or used by Owner which is communicated to, learned, developed or otherwise acquired by Design Professional in the performance of services for Owner, which is not generally known to the public, shall be confidential. Design Professional shall not, beginning on the date of first association or communication between Owner and Design Professional and continuing through the term of this Agreement and any time thereafter, disclose, communicate or divulge, or permit disclosure, communication or divulgence, to another or use for Design Professional's own benefit or the benefit of another, any such confidential information, unless required by law. Except when defined as part of the Work, Design Professional shall not make any press releases, public statements, or advertisement referring to the Project or the engagement of Design Professional as an independent contractor of Owner in connection with the Project, or release any information relative to the Project for publications, advertisement or any other purpose without the prior written approval of Owner. Design Professional shall obtain assurances similar to those contained in this Subparagraph from persons, vendors, and consultants retained by Design Professional. Design Professional acknowledges and agrees that a breach by Design Professional of the provisions hereof will cause Owner irreparable injury and damage. Design Professional, therefore, expressly agrees that Owner shall be entitled to injunctive and/or other equitable relief in any court of competent jurisdiction to prevent or otherwise restrain a breach of this Agreement.

Severability. In the event that any provision of this Agreement is later determined to be invalid, void, or unenforceable, then the remaining terms, provisions, covenants and conditions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

Waivers. Nothing in this Agreement shall be construed as a waiver of the state's sovereign immunity. This Agreement shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies or immunities available to the State of Texas. The failure to enforce or any delay in the enforcement of any privileges, rights, defenses, remedies or immunities available to the State of Texas, Owner, or Design Professional under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies or immunities or be considered as a basis for estoppel. Neither Owner nor Design Professional waives any privileges, rights, defenses or immunities available to the Owner by entering into this Agreement



Exhibit 1

Infrastructure Division

SUBMITTAL STANDARDS AND FORMATTING

Note:

- Not all submittal items below are required for every project. Reference Scope of Work to determine project requirements.
- Reference **Exhibit 2** "Definitions of Phase Delivery Gates for Architectural and Engineering Projects" for definition of phase responsibilities and expected deliverables for each phase.

GENERAL ELECTRONIC FILE NAMING

- Keep file names short, relevant and consistent.
- Name file with future retrieval in mind.
- Use reverse date for easier sorting (YYYYMMDD – example 20170724)
- Use capital letters rather than spaces or underscores to separate words to reduce character count
- Avoid special characters and blank spaces (\ | ; ; ? # % \$ etc.)
- Naming convention order:
 - o Item (Deliverable, Meeting, Report)
 - o Milestone or Document descriptor
 - o Secondary descriptor (deliverable type, meeting type)
 - o Date (for some files, if no version control is anticipated_
 - o Example: DELIV_50CD_Drawings; DELIV_100CD_Specs; DELIV_PER
 - o Example: MTG_AGD_50CDReview_20190401; MTG_NOTES_ConstProgress_20200519

DRAWINGS

General Formatting

- All drawings shall be created on standardized TPWD prototypical sheets provided by Owner in digital form.
- All disciplines will use 24x36 sheets
- All disciplines will use TPWD Coversheet and Title block; Complete all sections (Date, Project Title, etc.) for each submittal.
- All drawings will be dated and marked with the submittal name – ex: "75%CD".
- All disciplines will show TPWD project number on each sheet
- All sheets of Bid Documents must be sealed by the professional of record as required.
- Drawings shall note the review phase on the lower right-hand corner of the sheet on the outside border
- To reduce size of files, reduce imbedded photos to 1024 x768 resolution unless high resolution is required.
- Drawings shall be clear, legible and suitable for reproduction at one half (1/2) size (size 12"x18")
- Use space wisely throughout sheets to avoid empty pages and extra printing costs.
- Use standard drafting conventions, symbols, line weights.

- Include legends as required. Ensure all symbols used are listed.
- Provide graphic scales on all drawings for all scales on that sheet.
- Sheet numbers shall follow these guidelines:
 - o Discipline code selected from the following list, followed by drawing number:
 - A Architectural
 - C Civil (site work except roads, water & wastewater)
 - D Data / Telecommunication
 - E Electrical
 - F Fire Protection System
 - G General (title sheet, location map)
 - L Landscape (site work)
 - M Mechanical (HVAC)
 - P Plumbing
 - S Structural
 - Example: A-01; G-02

CAD Drawing Submittals

- Autodesk AutoCAD (.dwg) format; any version after CAD 2013
- All entities in model space except as noted below
- All Drawings will be drawn at 1:1 in model space. No scaling up or down of the drawing.
- Paper space will be for Title blocks and Viewports only
- All dimensions and text will be drawn in model space. No dimensions or text in paper space (except text related to Title block).
- Keep all dimensions associative (no exploding dimensions or leaders)
- No externally referenced drawings in final CAD submittals (“bind” drawings to incorporate into main file)
- Include only standard AutoCAD menus and fonts
- The AutoCAD files shall be “clean,” meaning that prior to file transmission or storage, the Design Professional will remove all extraneous information from the files by utilizing such techniques as drawing audits, drawing purges, running Reg Apps and removing batch E-transmits (or other drawing and memory management tools as appropriate).
- The Design Professional shall provide the Owner with all plot files that are custom to drawings (ctb, shx, shp, lin, rvt or ttf).
- All survey/civil site drawings will be geo-referenced to the Texas State Plane Coordinate System appropriate zone NAD 83. Units should be expressed in US survey feet. Map precision should conform to US National Mapping Standards.
- Individual .dwg or .pdf drawings within a set should be named as noted under “General Electronic File Naming,” so they are in the same order as the drawing list in the hard copy set.
Examples:
 - o BidReadyCD_01_A01 (Milestone is first, then sheet position in set, then sheet title)
 - o RecDwg_01_A01.dwg (01 is sheet position in set, A01 is sheet title without dash or

PDF Drawing Submittals

- Adobe Acrobat/Bluebeam(.pdf) format

Paper submittals:

- 24”x36” (full-sized) or 12”x18” (half-sized) standard sheets on bond
- bound or unbound as requested

REVIEW COMMENT RESPONSES

After review of each submittal, the TPWD project team will provide written comments back to the consultant. It is expected that these comments will be addressed by the consultant, either through changes to the documents, or by explanation of why the change will not be made. The form of these review comments and responses will be made by:

- Electronic (.pdf) drawing: TPWD will make comments directly on the drawings and transmit one set with all TPWD comments marked on it. It is requested that the consultant make checkmarks or responses in a UNIQUE COLOR.
- TPWD will backcheck the next submittal of the drawings against these comments to ensure they have been addressed.
- In either case, consultant responses will be considered part of the permanent project record.
- Review comment responses should be provided back to TPWD a minimum of 2 weeks PRIOR to next deliverable. Reference project-specific schedule requirements set forth in the project SOW.

PRESENTATION MATERIALS

- Powerpoint or other electronic presentation formats to be submitted to Owner in original format.
- To reduce size of files, reduce photos to 1024 x768 resolution unless high resolution is required.

RENDERINGS (if requested)

- Color renderings, each 24"x36" in size, mounted on foam core board that depict critical portions of the project. Number and views as directed by the Owner.
- Each rendering shall be provided in Adobe Acrobat (.pdf) format in the software release version approved by the Owner.

REPORTS, MEETING MINUTES

- Submit in .pdf format
- Include project number, site, date, and draft version of document
- If requested, provide bound or unbound copies, double-sided unless requested otherwise
- Use 11-point text or larger.
- To reduce size of files, reduce photos to 1024 x768 resolution unless high resolution is required.

CONSTRUCTION COST ESTIMATES

- Estimates to be completed by a third-party professional estimator unless specifically noted otherwise in the scope of work.
- Separate each building into a separate summary line item.
- Use CSI formatting for detailed estimates.
- Include project number, site, date, and draft version in document.
- Cost Estimates are to be delivered AT THE SAME TIME as other deliverables for each milestone.

SPECIFICATIONS

- Use CSI formatting and product identification numbers.
- Use of Masterspec, Spectext, or similar is recommended.
- 8.5"x11" bond (double-sided, bound for review; single-sided unbound for Bid)
- MS Word (.doc) files and Adobe Acrobat (.pdf) files shall be provided in a software release version approved by the Owner.
- Include project number, site, date, and draft version in header or footer of document
- If requested, provide bound or unbound copies, double-sided unless requested otherwise
- Use 11-point text or larger.

- To reduce size of files, reduce photos to 1024 x768 resolution unless high resolution is required.

RECORD DOCUMENTS

- Label drawings and specifications as “Record Documents” with date of documents clearly shown.
- Place “Record Drawing” in right hand border of 24x26 sheet
- Naming convention for Record Documents:
 - o RecDwg_01_G01 (01 is position of sheet in set, and G01 is sheet title)
 - o RecSpec_033000_CastInPlaceConcrete (CSI division / Section Title)
- Include xrefs drawing files and image files with the AutoCAD record drawings.

END OF EXHIBIT 1 – SUBMITTAL STANDARDS AND FORMATTING



Exhibit 2

Infrastructure Division

DEFINITIONS OF PHASE DELIVERY GATES FOR ARCHITECTURAL AND ENGINEERING PROJECTS

GENERAL

- Not all the phase gates outlined in this document will be required for every project. Reference the Scope of Work and Exhibit 4 for specific phases, services and deliverables required by a given project.
- Prime Design Professional is responsible for coordinating all subconsultant deliverables into one complete deliverable where applicable.
- With each deliverable, TPWD comments from the previous deliverable will be addressed and documented, ***or the deliverable may be rejected.***
- TPWD will provide an Approval after each design phase or milestone deliverable that must be received by the Design Professional prior to proceeding to the next phase or milestone deliverable.
- Design Professional will provide their own quality control on all documents prior to submittal.
- TPWD will include Supplementary General Conditions for Projects Administered by the Texas Parks and Wildlife Department (UGC) and Special Conditions for all projects in the solicitation documents. These take the place of most Division 00 and Division 01 General Requirements and Section 01000 Special Conditions, of the CSI specifications. The Design Professional may recommend additional Division 01 sections be included in their Technical Specifications for any given project, based on the nature of the project. These will be reviewed by TPWD on a project by project basis. The Design Professional is responsible for coordinating their Technical specifications with the UGC, to avoid conflicts between the two documents.
- TPWD contracts directly for third-party construction materials testing for all projects, and these contracts are executed prior to construction start. The Design Professional is responsible for specifying this testing in the contract documents and reviewing testing proposals ahead of construction start.

TPWD utilizes a web-based construction management software (currently eBuilder, gov version) to manage our construction projects and will require the Design Professional to interact with the TPWD Project Team in that environment. The Design Professional will be trained on use of the software, and will be responsible for uploading design deliverables, maintaining records such as RFIs and Submittals during construction, and submitting invoices in the software. There is no licensing cost to the Design Professional to use the web-based system.

TPWD also utilizes a .pdf editing software (currently BlueBeam Revu) to comment on design review deliverables and may require Design Professional to mark-up documents and respond to review comments in the software or through exported spreadsheets from the software. The software has interactive and screen sharing capabilities, and the Design Professional should become familiar with the software.

Due to the difference in vernacular and execution methodology, this Exhibit addresses Architecturally led (Part A) and Engineering-led (Part B) projects separately for Phase 1 and Phase 2 services as outlined in the Professional Services Agreement. Phases 3, 4 and 5 are identical for both types of projects and are listed in Part C of this document. For Phase 1 and Phase 2 services, the possible deliverables are listed below. Consult the Scope of Work and Exhibit 4 for to determine what design milestones and document deliverables are applicable to each project.

Phase 1 Services		Phase 2 Services					
Arch	Pre-Design Report	SD	DD	50% or 75% CD	95% CD	Draft 100% CD	Bid-Ready CD
Eng	PER or TM		50% CD	75% CD	95% CD	Draft 100% CD	Bid-Ready CD

PART A: ARCHITECTURAL PROJECTS

PHASE ONE: Review and Assessment of Project Requirements

PRE-DESIGN (PD)

Services:

During Pre-Design, the Design Professional is expected perform the necessary investigation, data collection, assessment, and analysis which will be required to move forward with design. Project scope, budget, and schedule will be confirmed. Basic engineering and architectural approach will be developed and described. Existing site and facilities will be evaluated and major upgrades or changes will be identified at this time, and a preliminary cost estimate will be developed. Attendance at Design Kickoff meeting and other meetings listed in Scope of Work or required to complete the tasks is required. While the exact nature and name of the Pre-Design Report may vary depending upon the scope of the project, and will be clarified in the Scope of Work, all are considered Phase 1 - Pre-Design work. Examples include: Pre-Design Report, Master Plan, Building Envelope Assessment, Conceptual Design Report, Building Feasibility Study, etc.

Deliverables: (refer to **Exhibit 4** for project-specific document requirements)

- **Pre-Design Report - Table of Contents**
 - Review and confirm project Assumptions, Constraints, Parameters and Risks listed in Scope of Work
 - Describe changed conditions
 - Recommend scope revisions
 - Sustainable Design Approach Narrative (Refer to Exhibit 3)
 - Design Summary
 - Architectural programming for all buildings
 - Building and site plans design options as appropriate
 - Engineering basis of design and general approach for all disciplines
 - Preliminary code analysis
 - Preliminary Cost Estimate
 - Preliminary Project Schedule for design.
 - Provide other Items as requested in Scope of Work including survey scope, hazardous material testing, and geotechnical testing
 - Provide copies of all project reports produced or received during this phase.

- **Meeting minutes for all meetings attended.**

PHASE TWO: Design and Construction Contract Documents Phase

SCHEMATIC DESIGN (SD)

Services:

During schematic design the program and project goals are translated into drawings. The facility will be designed and clearly shown considering topographic and tree surveys, soil conditions, proposed floor plans, building elevations and structural systems, proposed utility service plans and service capacities. Building code review will be completed and documented. A construction cost estimate will be developed.

Deliverables: (refer to **Exhibit 4** for project-specific document requirements)

- **Sample Schematic Design Phase Review Drawings**
 - **Standard TPWD Cover Sheet**
 - Project information
 - SD phase clearly labeled
 - **Site Plan(s)**
 - Limits of work (including proposed phasing) - IMPORTANT
 - Maximum anticipated depth of soil disturbance - IMPORTANT
 - Facilities size and location
 - Preliminary circulation – walks, roads and parking
 - Preliminary landscape improvement plan
 - Drainage/grading
 - Utility plans
 - Demolition plan
 - **Floor Plans** for each level (usually at 1/4" = 1' – 0")
 - Room names/numbers/schedules
 - Dimensions
 - **Building Elevations**
 - All primary elevations
 - Dimension heights
 - Note primary materials
 - **Building Sections**
 - Dimension heights
 - Note primary materials
 - **Preliminary structural systems**
 - Foundation plans
 - Framing plans
 - **Preliminary MEP systems**
 - Mechanical (HVAC, etc.)
 - Electrical
 - Plumbing
 - Sprinklers (fire suppression)
 - Security
 - Communications and data
 - Other systems
 - **Life Safety**
 - Code and Regulatory Analysis findings including occupancy classification,

construction type, critical life safety and special issues.

Occupancy/capacities to inform the utility requirements needed.

- **Other drawings** as necessary to adequately present the concept plan and site analysis, such as furniture plan.

- **Project Manual:**
 - Outline Specification, including description of major materials and building systems
 - **Updated Sustainable Design Checklist** (Exhibit 3)
 - **Project Schedule**, including any specific permitting requirements / considerations and their expected schedules

- **Presentation Board / Renderings as required in Exhibit 4**

- **Meeting minutes for all meetings attended**

DESIGN DEVELOPMENT (DD)

Services:

In this phase “anything that costs money or takes up space” will be included in the drawings in some way, and adequately defined to determine “how much money and how much space” will be required. Structural systems, final materials, including finish materials, are defined and finalized. A construction cost estimate will be provided that includes all quantities and considers the quality of all items in the drawings and specifications. The DD level cost estimate is a critical, as major project decisions will be based upon this estimate. TPWD expects the project to change very little between the DD phase and the final bid documents. Only refinements of elements and detailing should be required after DD.

The DD package will be used to formally initiate an internal review by TPWD Cultural Resources, Natural Resources and Park Planning. Any significant changes to utility routes, building footprint, flatwork, or site perimeter after this point will require the plans to be resubmitted. Therefore, close coordination between the Project Team and TPWD Resource Clearance personnel is required during the development of the DD package.

Deliverables: (refer to **Exhibit 4** for project-specific document requirements)

- **At midpoint between 100% SD and DD deliverable, provide completed comment log or drawing markups with Design Professionals’ responses**

- **Design Development Phase Review Drawings**
 - **Standard TPWD Cover Sheet**
 - Project information
 - DD phase clearly labeled

- **ARCHITECTURAL**
 - **Site Plan**
 - Temporary facilities
 - Limits of work
 - Staging areas
 - Spoils area
 - Facilities Size and Location
 - Primary circulation
 - **Code analysis / Life Safety**
 - **Floor Plans** (usually at 1/4" = 1' – 0")
 - Room names/numbers/schedules
 - Dimensions
 - **Roof Plan**
 - **Ceiling Plans**
 - **Building Elevations**
 - All primary elevations
 - Note materials
 - **Building Sections & Wall Sections**
 - Dimension heights
 - Note materials

- **Interior Elevations**
 - Opening schedules
 - Doors
 - Windows
 - Hardware
- **Architectural Details**
 - Major materials and finishes
 - Finish Systems
 - Finish Schedules
 - Accessories
- **LANDSCAPE ARCHITECTURE**
 - Landscape planting layout
 - Planting & tree protection details
 - Hardscape plan w/details
 - Irrigation system plan w/ details
 - Plan materials schedule(s)
- **CIVIL**
 - Overall site plan showing total project
 - Existing conditions (as base)
 - Construction limits, access and phasing
 - Noted maximum depth of soil disturbance
 - Survey control information, monuments and benchmarks with coordinates and elevations
 - Property lines with bearings, easements, utility corridors and setbacks
 - Proposed construction (i.e. outline of new structures, utilities, roadways, walks)
 - Demolition / Recycling plan, as appropriate
 - Geotechnical testing areas, boring locations, percolation test holes
 - Storm Water (Construction & Post Construction)
 - Temporary work
 - **Water system**
 - Supply lines – existing and new
 - Water wells
 - Storage tanks
 - Rain water collection system plans w/details
 - **Wastewater**
 - Septic fields
 - Connections to public utilities
 - Lift stations
 - Treatment equipment
- **STRUCTURAL**
 - Foundation Plans
 - Framing plans
 - Typical sections and details
 - Bracing system details
 - Structural calculations
 - Materials schedules (table)
 - General Notes

- **MEP**
 - **Mechanical**
 - Floor plans (all levels) with zone layouts and one line diagrams of major duct runs
 - Enlarged plans of HVAC equipment rooms with equipment blocked out
 - Preliminary equipment criteria and schedules
 - **Electrical**
 - Power distribution site plans & floor plans
 - Lighting site plans & floor plans
 - Power one line/riser diagrams
 - Load calculations
 - Electrical Panels
 - Voice/video/data/security systems and/or empty raceway riser diagrams
 - Power fire alarms and voice/video/data/security layouts of typical areas
 - Lighting fixture schedules
 - Electrical and voice/vide/data/security rooms – typical layouts
 - Electrical Details
 - **Plumbing**
 - Floor plans (all levels) one line diagrams of piping for various systems with preliminary pipe sizes
 - Schematic riser diagrams
 - Fixture schedules

- **Project Manual**
 - Updated Sustainable Design Checklist (Exhibit 3)
 - Updated Code and Regulatory analysis
 - Structural design criteria
 - Structural systems description
 - HVAC control philosophy and description
 - HVAC and electrical load calculation updates
 - Draft Technical Specifications, coordinated with UGC, Supplemental General Conditions and Special Conditions, including proposed Division 01 sections for Contract Manager review
 - Updated Project Schedule, including any specific permitting requirements / considerations and their expected schedules

- **Construction Cost Estimate**

- **Estimated Facility Operating Costs** (this is critical at DD phase gate to inform TPWD stakeholders of potential increases to existing operational costs)

- **Material Sample Boards**
 - Major interior and exterior material selections;
 - Number of boards and distribution described in Exhibit 4

- **Presentation Board / Renderings as described in Exhibit 4**

- **Meeting minutes for all meetings attended**

CONSTRUCTION DOCUMENTS (CD)

Services:

The construction document submittals will show progress to the drawings, through increasing detail, specificity, and amount of information given about the project. All engineering and architectural work will be thoroughly coordinated. All previous TPWD comments will be adequately addressed.

Documents may be requested at various percentages of completion prior to the submission of a complete, sealed and signed (Bid Ready) set. Each of these submittals should show increasing detail.

During this phase, the Design Professional will assist TPWD in criteria development for alternative construction delivery methods as required (CSP, Design-Build, CMaR, etc.)

Deliverables for each requested CD phase: (refer to **Exhibit 4** for project-specific document requirements)

- **At midpoint between CD deliverables, provide completed comment log or drawing markups with Design Professionals' responses**
- **All drawings listed in DD phase, showing additional development**
- **Any additional details or plans required for bidding purposes**
- **Working Technical Specifications with Table of Contents**, coordinated with UGC, Supplemental General Conditions and Special Conditions, including proposed Division 01 sections for Contract Manager review
- **Construction Cost Estimate**
- **Updated Project Schedule**
- **Updated Estimated Facility Operating Cost**
- **Draft Construction Materials Submittal Register in TPWD-provided format**
- **Draft Owner-Provided Construction Materials Testing Scope** (95% CD only, if requested in Exhibit 4)
- **Updated Presentation Board / Renderings** as described in Exhibit 4
- **Registered Accessibility Specialist (RAS) Review** (initial as appropriate)
- **Meeting minutes for all meetings attended**

BID READY DOCUMENTS (100% CD)

Services:

Final, bid ready documents will include all design information required to bid and build the project. All comments from TPWD will be addressed; all engineering work will be fully coordinated with architectural work and with other engineering disciplines; all documents will be sealed by the appropriate professional licensed in the state of Texas and will be signed by that professional.

Deliverables: (refer to **Exhibit 4** for project-specific document requirements)

- **Completed comment log or drawing markups with Design Professionals' responses**
- **All drawings listed in CD phase, completed.**
 - For Competitive Sealed Proposal (CSP) construction solicitation projects, the Design Professional will provide a "conformed" set of documents that incorporate any revised items during the contract negotiations prior to construction start
- **Any additional details or plans required for bidding purposes, completed**
- **Complete Technical Specifications with Table of Contents**, coordinated with UGC, Supplemental General Conditions and Special Conditions, including pdf version of Construction Materials Submittal Register
 - Upload of final, approved Excel version of Submittal Register into web-based construction management software to be coordinated with TPWD
- **Final Owner-Provided Construction Materials Testing Scope** for TPWD use in contracting Professional Testing Services (if requested in Exhibit 4)
- **Professionally sealed and signed documents as required for permitting and construction**
- **RAS Review and TDLR Submission documentation.**
 - Any comments from RAS need to be incorporated into CDs before solicitation.

PART B: ENGINEERING PROJECTS

PHASE ONE: Review and Assessment of Project Requirements

PRELIMINARY ENGINEERING REPORT (PER) or TECHNICAL MEMORANDUM (TM)

Services:

- Preliminary Engineering Report (PER) is to be used on complicated projects with several options, like replacing a treatment plant.
- Technical Memorandum (TM) is to be used when the scope is well defined and options are limited, like replacing a water main from Point A to Point B. The TM serves to verify scope after a site visit before going into Construction Documents.
- Attend Design Kickoff meeting and other meetings listed in Scope of Work or required to complete the tasks.
- Review Project Scope, Budget and Schedule
- Review Owner Provided Materials (OPM) including record drawings, reports, design standards
- Perform Site Analysis
- Review existing facilities, systems, and conditions at the Project Location
- Determine necessary upgrades
- Perform Regulatory Identification and Analysis
- Identify possible problems that may affect project planning and completion
- Other services specified in the Scope of Work
- Prepare preliminary construction cost estimate

Deliverables: (refer to **Exhibit 4** for project-specific document requirements)

- **PER Table of Contents**
 - o Review and confirm project Assumptions, Constraints, Parameters and Risks listed in Scope of Work
 - o Describe changed conditions
 - o Recommend scope revisions
 - o Sustainable Design Approach Narrative (Refer to Exhibit 3)
 - o Analysis of capacity required and future needs
 - o Regulatory analysis of entire system
 - o Architectural programming for buildings if applicable
 - o Sample building or site plans as appropriate
 - o Information on any proposed equipment
 - o Engineering basis of design and general approach
 - o Preliminary Cost Estimate including long term operational costs
 - o Preliminary Project Schedule for design.
 - o Provide other Items as requested in Scope of Work
 - o All final reports and cost estimates developed shall be signed and sealed by a licensed engineer registered in the state of Texas.

- **TM Table of Contents**
 - o Review and confirm project Assumptions, Constraints, Parameters and Risks listed in Scope of Work
 - o Describe changed conditions
 - o Recommend scope revisions if any
 - o Sample plans as appropriate
 - o Preliminary Cost Estimate
 - o Preliminary Project Schedule for design.
 - o Provide other Items as requested in Scope of Work
 - o All final reports and cost estimates developed shall be signed and sealed by a licensed engineer registered in the state of Texas.

PHASE TWO: Design and Construction Contract Documents Phase

CONSTRUCTION DOCUMENTS (CD)

Services:

- Development and completion of documents for construction
- Documents may be requested at 50%, 75%, 95%, and DRAFT 100% completion prior to the submission of a complete, sealed and signed (Bid Ready) set. Each of these submittals should show increasing detail.
 - o Typical submittals at 50%, 95%, DRAFT 100%
- 50% submittal shall incorporate TPWD provided survey and shall show limits of construction and approximate depth of any excavations.
 - o **The 50% submittal will be used to formally initiate an internal review by TPWD Cultural Resources, Natural Resources and Park Planning. Therefore, close coordination between the Project Team and TPWD Resource Clearance personnel is required during the development of the 50% package. Any significant changes after this point will require the plans to be resubmitted.**
- Increasing detail and specification is expected at each submittal
- Address all comments from TPWD on previous phase: correct documents, explain comments not addressed, complete log or markup documents as directed.
- Develop design, plans, specifications, and analysis required, increasing detail to create listed deliverables for all trades
- Coordinate sub-consultants' drawings and revisions
- Meet with project stakeholders and/or visit site as needed to gather additional data required for design
- Confirm building code and regulatory analysis and compliance approach
- Prepare updated construction cost estimate
- Perform quality assurance and control checks and corrections to documents prior to submission to TPWD
- Attend on-site review session of submitted documents with TPWD stakeholders if requested
- Provide necessary E&S sheets and revegetation notes to assist contractor in preparing the Stormwater Pollution Prevention Plan (SWPPP)
- Participate in criteria development for alternative construction delivery methods as required (CSP, Design-Build, CMaR, etc.)

Deliverables for each requested CD phase: (refer to **Exhibit 4** for project-specific document requirements)

- **At midpoint between CD deliverables, provide completed comment log or drawing markups with Design Professionals' responses**
- **Any additional details or plans required for bidding purposes**
- **Working Technical Specifications with Table of Contents**, coordinated with UGC, Supplemental General Conditions and Special Conditions, including proposed Division 01 sections for Contract Manager review
- **Draft Construction Materials Submittal Register**
- **Draft Owner-Provided Construction Materials Testing Scope** (95% CD only, if requested in Exhibit 4)
- **Updated Construction Cost Estimate**, signed and sealed by a licensed engineer registered in the state of Texas.
- **Updated Project Schedule**
- **Estimate of Facility Operating Cost**
- **Any regulatory permitting or plan review required.** Example: TCEQ
- **Meeting minutes for all meetings attended**

BID READY DOCUMENTS (100% CD)

Services:

- Creation of documents necessary to put the project out to bid.
- Address all comments from TPWD on previous phase: correct documents, explain comments not addressed, complete log or markup documents as directed.
- Prepare updated construction cost estimate
- Perform quality assurance and control checks and corrections to documents prior to submission to TPWD

Deliverables: (refer to **Exhibit 4** for project-specific document requirements)

- **Completed comment log or drawing markups with Design Professionals' responses**
- **All drawings listed in CD phase, completed**
- **Any additional details or plans required for bidding purposes, completed**
- **Complete Technical Specifications with Table of Contents**, coordinated with UGC, Supplemental General Conditions and Special Conditions, including pdf version of Construction Materials Submittal Register
 - o Upload of final, approved Excel version of Submittal Register into web-based construction management software by TPWD
- **Final Owner-Provided Construction Materials Testing Scope** for TPWD use in contracting Professional Testing Services
- **Updated construction cost estimate**, signed and sealed by a licensed engineer registered in the state of Texas.
- **Professionally sealed and signed documents as required for permitting and construction**
- **RAS Review and TDLR Submission documentation if applicable to project.**
 - o Any comments from RAS need to be incorporated into CDs before solicitation.

PART C: ALL PROJECTS

PHASE THREE: Bidding and Contract Award

Services:

During this phase, the Design Professional will assist the owner in obtaining bids for the construction project. The drawings are reviewed and approved for solicitation by TPWD staff, then submitted to TPWD contract management who put together the bid form, instructions to bidders, Section 00 and 01 of the Project Manual including the Uniform General Conditions and Special Conditions, and post the project for bidding.

Deliverables:

- **Attendance at pre-bid conference (if requested)**
- **Written recommendation of award to owner (if requested)**
- **Any interpretations or clarifications required through the bid process**
- **Production of addenda – additional information for bidders.**
- **Participation in evaluation meetings for alternative delivery methods (CSP, D-B)**
- **Conformed set for Construction incorporating items issued by way of addenda.**

PHASE FOUR: Construction Phase

Services:

During construction, the Design Professional and appropriate subconsultants will visit the construction site **at intervals appropriate to the stage of construction** to become generally familiar with the progress and quality of the portion of the construction completed, make a reasonable effort to identify defects and deficiencies in the construction, to determine generally whether the construction is being performed in a manner indicating that the project, when fully completed, will be in accordance with architectural plans and specifications, and to document all observations. S/he assists and advises the TPWD project team with documentation; contractor payment requests, processing of submittals, and any additional detailing, information, or clarification required.

In addition to the site visits listed above, the prime Design Professional will attend and document monthly construction progress meetings, as well as participate in and document weekly 30-minute phone conferences, organized by TPWD Construction Manager.

Deliverables

- **Approve pay vouchers (co-sign with TPWD Construction Inspector)**
- **Issue supplemental instructions**

- **Answer contractor requests for information (RFI)**
- **Log, review, and approve or reject contractor submittals**
 - o Design Professional will be the Submittal Coordinator in eBuilder
- **Visit site as required and submit site visit report with observations and progress noted**
- **Perform punch list at end of construction**
- **Produce Meeting minutes for all meetings and phone conferences attended.**
- **Complete Record Documents** in hard copy and CAD formats, based on contractor's submittal of As-Built drawings, and any other changes during construction known to the A/E through RFIs, ASIs or other means.

PHASE FIVE – Warranty Inspection

Services:

The warranty period typically lasts for one year after completion of construction. The Design Professional may be asked to assist the owner in assessing the project for warranty claims required if this Phase is included in the contract.

Deliverables

- Assessment report for building, including all materials, roof, exterior finishes, interior finishes, engineering systems and equipment.
- Recommendation for repair or replacements required.

END OF EXHIBIT 2 – DEFINITIONS OF PHASE DELIVERY GATES FOR ARCHITECTURAL AND ENGINEERING PROJECTS

TPWD Sustainable Design Checklist

This list identifies resource conservation strategies that the TPWD project team may consider for inclusion in any given project to support the sustainability goals of the Agency. This list should be discussed at the initial planning of a project with project stakeholders to determine which should be considered by the Design Professional for the project. This list will be updated over the course of design. At the completion of design, it should be updated with the items that are included in the construction solicitation and placed in the project file. Additionally, the Design Project Manager should send a copy to the TPWD Sustainability Branch for the purposes of tracking sustainability efforts agency wide.

Site Resource Conservation		Preserve Floodplain Functions
		No/Limited Wetland Development
		Storm Water Pollution Prevention Plan
		Native Vegetation/Landscaping <i>not adaptive</i>
		Reuse soil/rock materials generated onsite
		Passive Orientation Strategies
		Dark Sky Lighting / Reduce Light Pollution
		Reduce Heat Island Impact
		Alternative Transportation Measures <i>EV charging, accessible paths</i>
		Restore Disturbed Soils
		Limit Development/ INF Footprint
		Storm Water Features (ex: bioswales)
		Surface/Groundwater Contamination
		No/Limited Impact on Threatened or Endangered Species Habitat
		Design with Nature
		Permeable Pavement <i>trails, overflow parking</i>
	Onsite Carbon Sequestration through Plantings	
	Wildlife Friendly Erosion Control Products	

Water Resource		No Irrigation <i>to remote natural landscape</i> (after established, 1yr max)
		Microirrigation <i>to new contiguous landscape, tbd</i>
		Gray-water Reuse
		Double Plumbed
		Rainwater Catchment
		Low-Flow Fixtures
		Meter Water Use
		Shower Timers

Energy Conservation		EnergyStar Appliances
		Building Envelope (Exceed IECC Codes)
		LED Lighting
		Conduit for Solar-Ready Building
		Renewable Solar Energy
		Solar Water Heaters
		Building Level Energy Metering
		High Efficiency Mechanical Equipment
		Net-Zero Building
		Daylighting
		Backup Power During Disruption
		Advanced Energy Metering

Material Resource Conservation		Regional Materials (min 50%)
		Recycled Content (min 20%)
		FSC Certified Wood Products
		Low VOC Emitting Materials
		Construction Waste Management Plan
		Recycling Station
		Material Reuse/Salvage (min 20%)
		Zero CFCs
		Resiliency
		Operation and Maintenance
		Bottle Filling Stations
		Construction IAQ Plan
		Enhanced IAQ Strategies
		Thermal Comfort

Other		Outdoor Aesthetics: "Life's Better Outside"	Transportation	<input checked="" type="checkbox"/>	Electric Vehicle Charging Station(s)
		Educational / Community Engagement		<input checked="" type="checkbox"/>	Electric Vehicle Charging Station Conduit Line
		Bird Collision Deterrence		<input checked="" type="checkbox"/>	Electric Vehicle Charging Parking Space
		All-Gender Restroom			Bicycle Rack(s)

Refer to the **TPWD Sustainable Design Checklist - Guidance Document - July 2023**, for resources list of conservation strategies.

Project Site Name: 1111827 Hueco Tanks SPHS - Cultural Center and Park HQtrs Date: 04-11-2024

Project No. 1111827
Cultural Center and Park Headquarters, Hueco Tanks State Park and Historic Site



Exhibit 4

Infrastructure Division

Exhibit 4 - Document Requirements

Architecturally-led Projects	X=Req'd	# Copies
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Phase 1 Services (Pre-Design)

Preliminary Design Report

Electronic files

.pdf of Pre-Design Schedule	✓
.pdf of Pre-Design Document at 50%	✓
.doc of Pre-Design Document at 50%	x
.pdf of Pre-Design Document at 90%	✓
.doc of Pre-Design Document at 90%	x
.pdf of Building Preliminary Design Concept Options	✓
.pdf of Roadway alignment and Parking Prelim Design Options	✓
.xlsx of Construction Cost Estimate	✓
.pdf of Construction Cost Estimate	✓
.pdf of Pre-Design Document at 100%	✓
.doc of Pre-Design Document at 100%	x
3D Model of Phasing Components	✓
.pdf of Presentation Boards/3D Model Renderings	✓
.jpg of Presentation Boards/3D Model Renderings <i>(for SP leadership: SP Dir, Reg Dir, Pk Supr, Inf)</i>	✓

Hard copies

Preliminary Design Report Document at Final 100%	✓	4
Presentation Boards/3D Model Renderings <i>number of 3D views to be determined</i>	✓	1 ea view

Phase 2 Services (Design)

Schematic Design

Electronic files

NOTE: .doc not required if using InDesign

.pdf of Schedule for Phase 2 Design, <i>to be updated as req'd</i>	✓
.dwg Drawing files (including xrefs / reference files)	✓
.pdf of Drawing files	✓
.doc of Project Manual (refer to Exhibit 2 for contents)	x
.pdf of Project Manual (refer to Exhibit 2 for contents)	✓
.xlsx of Construction Cost Estimate	✓
.pdf of Construction Cost Estimate	✓
.jpg of Presentation Boards/3D Model Renderings	✓
.pdf of Presentation Boards/3D Model Renderings <i>(for review by SP stakeholder leadership)</i>	✓

Hard copies

full sized Drawings - bond <i>tbd for community presentation(s)</i>	✓	1
half sized Drawings - bond	x	
Project Manual (refer to Exhibit 2 for contents)	x	
Construction Cost Estimate	x	
Presentation Boards/3D Model Renderings <i>(for SP Leadership)</i>	✓	1 ea view

Exhibit 4 - Document Requirements

Architecturally-led Projects	X=Req'd	# Copies
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Design Development

Electronic files

.dwg Drawing files (including xrefs / reference files)	x	
.pdf of Drawing files	✓	
.doc of Project Manual (refer to Exhibit 2 for contents)	x	
.pdf of Project Manual (refer to Exhibit 2 for contents)	✓	
.xlsx of Construction Cost Estimate	✓	
.pdf of Construction Cost Estimate	✓	
.pdf of Estimated Facility Operating Cost	x	
.pdf of Sustainable Design Checklist (Exhibit 3)	✓	
.jpg of Presentation Boards/3D Model Renderings	✓	
.pdf of Presentation Boards/3D Model Renderings	✓	
.pdf of Presentation (for PRR and THC/SHPO reviews)	✓	

Hard copies

full sized Drawings - bond	x	
half sized Drawings - bond	x	
Project Manual (refer to Exhibit 2 for contents)	x	
Construction Cost Estimate	x	
Presentation Boards/3D Model Renderings - 24x36 each view	x	

Exhibit 4 - Document Requirements

Architecturally-led Projects	X=Req'd	# Copies
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50% Construction Documents

Electronic files

.dwg Drawing files (including xrefs / reference files)	x	
.pdf of Drawing files	✓	
.doc of Specifications	x	
.pdf of Specifications	✓	
.xlsx of Construction Cost Estimate	✓	
.pdf of Construction Cost Estimate	✓	
.pdf of Estimated Facility Operating Cost	✓	
.pdf of Sustainable Design Checklist (Exhibit 3)	✓	
.xlsx of draft Submittal Register	✓	
.pdf of draft Submittal Register	x	
3D Model 'walk-thru' at Presentation to SP stakeholders	✓	
include exterior and interior	✓	
.jpg of Presentation Boards/3D Model Renderings	✓	
.pdf of Presentation Boards/3D Model Renderings	✓	
.pdf of Materials Selection Boards/Manual of product 'sheets'	✓	
include landscape materials		

Hard copies

full sized Drawings - bond	x	
half sized Drawings - bond	x	
Specifications	x	
Construction Cost Estimate	x	
Estimated Facility Operating Cost	x	
draft Submittal Register	x	
Presentation Board(s) of Materials Samples	✓	1

Exhibit 4 - Document Requirements

Architecturally-led Projects	X=Req'd	# Copies
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95% Construction Documents

Electronic files

.dwg Drawing files (including xrefs / reference files)	x	
.pdf of Drawing files	✓	
.doc of Specifications	x	
.pdf of Specifications	✓	
.xlsx of Construction Cost Estimate	✓	
.pdf of Construction Cost Estimate	✓	
.pdf of Estimated Facility Operating Cost	✓	
.pdf of Sustainable Design Checklist (Exhibit 3)	✓	
.xlsx of draft Submittal Register	✓	
.pdf of draft Submittal Register	x	
.xlsx or .doc of Construction Materials Testing scope	✓	
.pdf of Registered Accessibility Specialist (RAS) Review	✓	
.pdf of Materials Selection Boards/Manual of product 'sheets'	✓	

Hard copies

full sized Drawings - bond	x	
half sized Drawings - bond	x	
Specifications	x	
Construction Cost Estimate	x	
Estimated Facility Operating Cost	x	
draft Submittal Register	x	
Construction Materials Testing Scope	x	
Registered Accessibility Specialist (RAS) Review	x	
Presentation Board(s) of Materials Samples - updated	✓	1

Exhibit 4 - Document Requirements

Architecturally-led Projects	X=Req'd	# Copies
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DRAFT 100% Construction Documents

Electronic files

- .dwg drawing files (including xrefs / reference files)
- .pdf of Drawing files
- .doc of Specifications
- .pdf of Specifications
- .xlsx of Construction Cost Estimate
- .pdf of Construction Cost Estimate
- .pdf of Sustainable Design Checklist (Exhibit 3)
- .xlsx file of final Submittal Register
- .pdf of final Submittal Register
- .xlsx or .doc of Construction Materials Testing scope
- .pdf of Registered Accessibility Specialist (RAS) Review Memo
- 3D Model 'walk-thru' at Presentation to SP stakeholders
include exterior and interior (*Enscape or similar*)
- .jpg or .pdf of Presentation Boards/3D Model Renderings

x
✓
x
✓
✓
✓
✓
✓
✓
✓
✓
✓
✓
✓
✓

Hard copies

- full sized Drawings - bond
- half sized Drawings - bond
- Specifications
- Construction Cost Estimate
- Estimated Facility Operating Cost
- Final Submittal Register
- Construction Materials Testing Scope
- Registered Accessibility Specialist (RAS) Review

x	
x	
x	
x	
x	
x	
x	
x	

Exhibit 4 - Document Requirements

Architecturally-led Projects	X=Req'd	# Copies
Bid Ready 100% Construction Documents		
Electronic files		
.dwg Drawing files (include xrefs / reference files)	✓	
.pdf of Drawing files	✓	
.doc of Specifications	✓	
.pdf of Specifications	✓	
.xlsx of Construction Cost Estimate	✓	
.pdf of Construction Cost Estimate	✓	
.pdf of Estimated Facility Operating Cost	✓	
.pdf of Sustainable Design Checklist (Exhibit 3)	✓	
.xlsx file of final Submittal Register	✓	
.pdf of final Submittal Register	x	
.xlsx or .doc of Construction Materials Testing scope	✓	
.jpg or .pdf of Presentation Boards/Renderings -24x36 ea view	✓	
Hard copies		
full sized Drawings - bond for TPWD park staff	✓	1
half sized Drawings - bond for DPM and CPM	✓	2
Specifications for DPM and CPM	✓	2
Construction Cost Estimate	x	
Estimated Facility Operating Cost	x	
Final Submittal register	x	
Construction Materials Testing Scope	x	
Registered Accessibility Specialist (RAS) Review	x	
TDLR submission	x	
Phase 3 Services (Bidding and Award) (NOT IN CONTRACT, in proposal estimate)		
Conformed CDs with Addenda		
Electronic files		
.pdf of Drawing files	✓	
.pdf of Specifications	✓	
Phase 4 Services (Construction) (NOT IN CONTRACT, in proposal estimate)		
Record Documents, incorporating As-builts, RFIs, Clarifications, etc.		
Electronic files		
.dwg Drawing files (including xrefs / reference files)	✓	
.pdf of Drawing files	✓	
.doc of Specifications	✓	
.pdf of Specifications	✓	
.doc of Basis of Design / Design Narrative (for O&M Manual)	✓	
.pdf of Basis of Design / Design Narrative (for O&M Manual)	✓	
Hard copies		
full sized Drawings - bond (TPWD Archives & Park Staff) (may ask AE and/or Contractor for photos/videos of work progress)	✓	2
NOTE: All electronic files may be uploaded to eBuilder.		

Adoption of Standard Building Codes Directive

Title: Adoption of Standard Building Codes Directive

Policy Number: PROJDEL_011_DES_POL

Type of Directive: Project Delivery / Design

Date: September 1, 2021

The most current version of this policy will always be the online version.

PURPOSE:

The primary purpose of implementing standard building codes is to protect the health, safety, and welfare of the citizens of Texas and employees of the Texas Parks and Wildlife Department.

POLICY STATEMENT:

Utilize standard building codes as a minimum requirement for all design and construction projects.

1. All staff, consultants and contractors will utilize the following adopted Standard Building Codes in all design and construction work beginning on or after September 1, 2021.

I. INTERNATIONAL CODE COUNCIL ADOPTIONS*

i.	BUILDING CODE	INTERNATIONAL BUILDING CODE 2021
ii.	STRUCTURAL CODE	INTERNATIONAL BUILDING CODE 2021
iii.	PLUMBING CODE	INTERNATIONAL PLUMBING CODE 2021
iv.	MECHANICAL CODE	INTERNATIONAL MECHANICAL CODE 2021
v.	GAS CODE	INTERNATIONAL FUEL GAS CODE 2021
vi.	RESIDENTIAL CODE	INTERNATIONAL RESIDENTIAL CODE 2021
vii.	EXISTING BUILDINGS	INTERNATIONAL EXISTING BUILDINGS CODE 2021

*International Fire Code omitted in lieu of TPWD's implementation of National Fire Protection Association codes.

II. NATIONAL FIRE PROTECTION ASSOCIATION

i.	ELECTRICAL CODE	NATIONAL ELECTRICAL CODE NFPA-70 2020
ii.	FIRE CODE	NFPA – 1 2015
iii.	LIFE SAFETY CODE	NFPA – 101 2015

III. ENERGY CONSERVATION

i.	ENERGY*	INTERNATIONAL ENERGY CONSERVATION CODE 2021
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*Energy Standard for State-Funded Buildings, ASHRAE/IESNA Standard 90.1 (2013) omitted in lieu of INTERNATIONAL ENERGY CONSERVATION CODE **2021**.

IV. WATER

i.	WATER SUPPLY	TEXAS ADMIN CODE – TITLE 30 PART 1 CHAPTER 290
ii.	LANDSCAPE IRRIGATION	TEXAS ADMIN CODE – TITLE 30 PART 1 CHAPTER 344
iii.	ON-SITE SEWAGE	TEXAS ADMIN CODE - TITLE 30 PART 1 CHAPTER 217

V. ACCESSIBILITY CODES

- i. US DEPT. OF JUSTICE, 2010 ADA STANDARDS FOR ACCESSIBLE DESIGN
- ii. ARCHITECTURAL BARRIERS ACT ACCESSIBILITY GUIDELINES; OUTDOOR DEVELOPED AREAS **2015**

- iii. **2012 TEXAS ACCESSIBILITY STANDARDS, ELIMINATION OF ARCHITECTURAL BARRIERS, TEXAS GOVERNMENT CODE, CHAPTER 469**

VI. PLAYGROUND SAFETY CODE

- i. ASTM F1487-17, STANDARD CONSUMER SAFETY PERFORMANCE SPECIFICATIONS FOR PLAYGROUND EQUIPMENT FOR PUBLIC USE
 - ii. ASTM F2223-15, STANDARD GUIDE FOR ASTM STANDARDS ON PLAYGROUND SURFACING
2. Other References and Standards shall be incorporated into building plans and specifications and are not limited to only those referenced in the above list of building codes. Industry standard testing associations shall be listed in plans and specifications for minimum compliance.
 3. All managers will ensure staff follow the adopted Standard Building Codes in all design and construction work that begins on or after the effective date of this adoption. Projects in progress shall be coordinated with the Project Manager, Design Manager, Construction Project Manager, and Construction Inspector to verify the code minimum standards for which the project was designed. Electrical work commencing on or after September 1, 2021 will be inspected to the latest version of the National Electric Code NFPA-70 adopted by the Texas Department of Licensing and Regulation in place at the time the work commences, regardless of the version of the National Electric Code NFPA-70 stipulated by this directive for design use.

HISTORY

Creation and Revision Dates:

- September 1, 2017
- September 1, 2013
- March 15, 2012
- March 1, 2011
- September 23, 2008
- April 9, 2003
- October 1, 2000

ATTACHMENT 3

OWNERS INSURANCE REQUIREMENTS OF DESIGN PROFESSIONALS

Owner's Insurance Requirements for Professional Services

1.0 **Definitions.** For purposes of this Contract:

1.1 **Owner Parties.** "Owner Parties" means the State of Texas and any Agency of the State of Texas, acting through the responsible entity of the State of Texas identified in the Contract as the Owner. **Owner herein shall mean the Texas Parks and Wildlife Department.**

1.2 **Design Professional.** "Design Professional" shall mean the Engineer or Design Professional providing the service or work to be performed under this Contract.

1.3 **Consultant.** "Consultant" shall include consultants of any tier.

1.4 **ISO.** "ISO" means Insurance Services Office.

2.0 **Design Professional Insurance Representations to Owner Parties**

2.1 It is expressly understood and agreed that the insurance coverages required herein:

2.1.1 Represent Owner Parties' minimum requirements and are not to be construed to void or limit the Design Professional's indemnity obligations as contained in this Contract nor represent in any manner a determination of the insurance coverages the Design Professional should or should not maintain for its own protection; and

2.1.2 are being, or have been, obtained by the Design Professional in support of the Design Professional's liability and indemnity obligations under this Contract. Irrespective of the requirements as to insurance to be carried as provided for herein, the insolvency, bankruptcy or failure of any insurance company carrying insurance of the Design Professional, or the failure of any insurance company to pay claims accruing, shall not be held to affect, negate, or waive any of the provisions of this Contract.

2.2 Failure to obtain and maintain the required insurance shall constitute a material breach of, and default under, this Contract. If the Design Professional shall fail to remedy such breach within five (5) business days after notice by the Owner, the Design Professional will be liable for any and all costs, liabilities, damages and penalties resulting to the Owner Parties from such breach, unless a written waiver of the specific insurance requirement(s) is provided to the Design Professional by the Owner. In the event of any failure by the Design Professional to comply with the provisions of this Contract, the Owner may, without in any way compromising or waiving any right or remedy at law or in equity, on notice to the Design Professional, purchase such insurance, at the Design Professional's expense, provided that the Owner shall have no obligation to do so and if the Owner shall do so, the Design Professional shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverages.

2.3 This Exhibit is an independent contract provision and shall survive the termination or expiration of the Construction Contract.

3.0 **Conditions Affecting All Insurance Required Herein**

- 3.1 Cost of Insurance. All insurance coverage shall be provided at the Design Professional's sole expense.
- 3.2 Status and Rating of Insurance Company. All insurance coverage shall be written through insurance companies authorized to do business in the state in which the work is to be performed and rated no less than A-: VII in the most current edition of A. M. Best's Key Rating Guide.
- 3.3 Restrictive, Limiting, or Exclusionary Endorsements. All insurance coverage shall be provided to the Owner Parties in compliance with the requirements herein and shall contain no endorsements that restrict, limit, or exclude coverage required herein in any manner without the prior express written approval of the Owner.
- 3.4 Limits of Liability. The limits of liability may be provided by a single policy of insurance but in no event shall the total limits of liability available for any one occurrence or accident be less than the amount required herein.
- 3.5 Notice of Cancellation or Material Reduction in Coverage. All insurance coverage shall contain the following express provision:
- In the event of cancellation, material change in coverage, or a non-renewal affecting the Owner as certificate holder, thirty (30) days prior written notice shall be given to the certificate holder.
- 3.6 Waiver of Subrogation. The Design Professional hereby agrees to waive its rights of recovery from the Owner Parties with regard to all causes of property and/or liability loss and shall cause a waiver of subrogation endorsement to be provided in favor of the Owner Parties on all insurance coverage carried by the Design Professional whether required herein or not (except Design Professional's Professional Liability Insurance).
- 3.7 Deductible/Retention. Except as otherwise specified herein, no insurance required herein shall contain a deductible or self-insured retention in excess of \$25,000 without prior written approval of the Owner. All deductibles and/or retentions shall be paid by, assumed by, for the account of, and at the Design Professional's sole risk. The Design Professional shall not be reimbursed for same.
- 4.0 **Maintenance of Insurance.** The following insurance shall be maintained in effect with limits not less than those set forth below, at all times during the term of this Contract and thereafter as required:
- 4.1 **Commercial General Liability Insurance**
- 4.1.1 Coverage. Such insurance shall cover liability arising out of all locations and operations of the Design Professional including but not limited to liability assumed under this contract (including the tort liability of another assumed in a business contract). Defense shall be provided as an additional benefit and not included within the limit of liability.
- 4.1.2 Form. Commercial General Liability Occurrence form (at least as broad as an unmodified ISO CG 0001 0798 or its equivalent).
- 4.1.3 Amount of Insurance. Coverage shall be provided with limits of not less than:

Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Personal and Advertising Liability	\$1,000,000

4.1.4 Required Endorsements

- a. Additional Insured. Additional insured status shall be provided in favor of the Owner Parties on ISO forms CG 20 10 or its equivalent.
- b. Notice of Cancellation or Material Reduction in Coverage, as required in 3.5, above.
- c. Primary and Non-Contributing Liability. It is the intent of the parties to this Contract that all insurance coverage required herein shall be primary to and shall seek no contribution from all insurance available to Owner Parties, with Owner Parties' insurance being excess, secondary, and non-contributing. This CGL coverage shall be endorsed to provide such primary and non-contributing liability coverage.
- d. Waiver of Subrogation, as required in 3.6, above.

4.1.5 Continuing Commercial General Liability Insurance. The Contractor shall maintain such insurance in identical coverage, form, and amount, including required endorsements, for the duration of the contract and the warranty period.

4.2 **Business Auto Liability Insurance**

4.2.1 Coverage. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned).

4.2.2 Form. Business Auto form (at least as broad as an unmodified ISO CA 0001 or its equivalent).

4.2.3 Amount of Insurance. Coverage shall be provided with a limit of not less than \$1,000,000.

4.2.4 Required Endorsements

- a. Notice of Cancellation or Material Reduction in Coverage, as required in 3.5, above.
- b. Waiver of Subrogation, as required in 3.6, above.

4.3 **Workers' Compensation/Employer's Liability Insurance**

4.3.1 Coverage. Such insurance shall cover liability arising out of the Design Professional's employment of workers and anyone for whom the Design Professional may be liable for workers' compensation claims. Workers' compensation insurance is required, and no "alternative" forms of insurance shall be permitted. USL&H must be provided where such exposure exists.

By signing the Contract or providing or causing to be provided a certificate of coverage, Design Professional is representing to Owner that all employees of the Design Professional who will provide services on the Project will be covered by worker's compensation coverage for the duration of the Project, that the coverage will be based on proper reporting classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier, or in the

case of self-insured, with the Texas Department of Worker's Compensation. Providing false or misleading information may subject Design Professional to administrative penalties, criminal penalties, civil penalties, or other civil actions.

4.3.2 Amount of Insurance. Coverage shall be provided with a limit of not less than:

<u>Workers' Compensation:</u>	Statutory limits.
<u>Employer's Liability:</u>	
Bodily Injury by Accident	\$1,000,000 Ea. Accident
Bodily Injury by Disease	\$1,000,000 Ea. Employee
Bodily Injury by Disease	\$1,000,000 Policy Limit

4.3.3 Required Endorsements

- a. Notice of Cancellation or Material Reduction in Coverage, as required in 3.5, above.
- b. Waiver of Subrogation, as required in 3.6, above.

4.4 **Professional Liability Insurance**

4.4.1 Coverage. The Design Professional shall carry such professional liability/errors and omissions insurance, covering the services provided under this Agreement and other coverages as further described, acceptable to and approved by Owner. The insurance shall provide professional liability insurance for claims arising from the negligent performance of professional services of any type, including but not limited to design or design/build services as part of the Work to be performed.

4.4.2 Form. This insurance shall include prior acts coverage sufficient to cover all services rendered by the Design Professional and by its consultants under this Contract. It is recognized that this coverage may be provided on a Claims-Made basis.

4.4.3 Amount of Insurance. Coverage shall be provided with a limit of not less than \$1,000,000.

4.4.4 Continuing Professional Liability Insurance. The Design Professional shall maintain such insurance in identical coverage, form, and amount for at least two (2) years following Date of Substantial Completion of the Work to be performed under this Contract. The Design Professional shall provide written representation to the Owner stating Work completion date.

5.0 Evidence of Insurance

5.1 Provision of Evidence. Evidence of the insurance coverage required to be maintained by the Design Professional, represented by certificates of insurance, evidence of insurance, and endorsements issued by the insurance company or its legal agent, and must be furnished to the Owner prior to commencement of Work and not later than ten (10) days after receipt of the Notice of Intent to Award. New certificates of insurance, evidence of insurance, and endorsements shall be provided to the Owner prior to the expiration date of the current certificates of insurance, evidence of insurance, and endorsements.

5.2 Form. All liability insurance required herein shall be evidenced by TPWD provided insurance certificate, "Certificate of Insurance".

5.3 Specifications. Such certificates of insurance and/or evidence of insurance shall specify:

- 5.3.1 The Owner as a certificate holder with correct mailing address.
- 5.3.2 Insured's name, which must match that on this Contract.
- 5.3.3 Insurance companies affording each coverage, policy number of each coverage, policy dates of each coverage, all coverages and limits described herein, and signature of authorized representative of insurance company.
- 5.3.4 Producer of the certificate with correct address and phone number listed.
- 5.3.5 Additional insured status required herein.
- 5.3.6 Amount of any deductibles and/or retentions.
- 5.3.7 Cancellation, non-renewal, and material reduction in coverage notification as required by this Contract.
- 5.3.8 Personal Injury contractual liability required herein.
- 5.3.9 Primary and non-contributing status required herein.
- 5.3.10 Waivers of subrogation required herein.
- 5.3.11 The certificate of insurance shall list all exclusions and limitations added by endorsement to the general liability insurance coverage

5.4 Required Endorsements. A general liability additional insured endorsement shall also be provided.

5.5 Failure to Obtain. Failure of any Owner Party to demand such certificate or other evidence of full compliance with these insurance requirements or failure of any Owner Party to identify a deficiency from evidence that is provided shall not be construed as a waiver of the Design Professional's obligation to maintain such insurance.

5.6 Certified Copies. Upon request of any Owner Party, the Design Professional shall provide to the Owner a certified copy of all insurance policies required herein within ten (10) days of any such request. Renewal policies, if necessary, shall be delivered to the Owner prior to the expiration of the previous policy.

5.7 Commencement of Work. Commencement of Work without provision of the required certificate of insurance, evidence of insurance and/or required endorsements, or without compliance with any other provision of this Contract, shall not constitute a waiver by any Owner Party of any rights. The Owner shall have the right, but not the obligation, of prohibiting the Design Professional or any consultant from performing any Work until such certificate of insurance, evidence of insurance and/or required endorsements are received and approved by the Owner.

6.0 **Insurance Requirements for Prime's Sub Consultants**

6.1 Insurance similar to that required of the Design Professional shall be provided by all consultants (or provided by the Design Professional on behalf of consultants) to cover operations performed under any subcontract Contract. The Design Professional shall be held responsible for any modification in these insurance requirements as they apply to consultants. The Design Professional shall maintain certificates of insurance from all consultants containing provisions similar to those listed herein (modified to recognize that the certificate is from consultant) enumerating, among other things, the waivers of subrogation, additional insured

status, and primary liability as required herein, and make them available to the Owner upon request.

6.2 The Design Professional is fully responsible for loss and damage to its property on the site, including tools and equipment, and shall take necessary precautions to prevent damage to or vandalism, theft, burglary, pilferage, and unexplained disappearance of property. Any insurance covering the Design Professional's or its consultant's property shall be the Design Professional's and its consultant's sole and complete means of recovery for any such loss. To the extent any loss is not covered by said insurance or subject to any deductible or co-insurance, the Design Professional shall not be reimbursed for same. Should the Design Professional or its consultants choose to self-insure this risk, it is expressly agreed that the Design Professional hereby waives, and shall cause its consultants to waive, any claim for damage or loss to said property in favor of the Owner Parties.

7.0 **Use of the Owner's Equipment.** The Design Professional its agents, employees, consultants, or suppliers shall use the Owner's equipment only with express written permission of the Owner's designated representative and in accordance with the Owner's terms and condition for such use. If the Design Professional or any of its agents, employees, consultants or suppliers utilize any of the Owner's equipment for any purpose, including machinery, tools, scaffolding, hoists, lifts or similar items owned, leased or under the control of the Owner, the Design Professional shall defend, indemnify and be liable to the Owner Parties for any and all loss or damage which may arise from such use.

8.0 **Release and Waiver.** The Design Professional hereby releases, and shall cause its consultants to release, the Owner Parties from any and all claims or causes of action whatsoever which the Design Professional and/or its consultants might otherwise now or hereafter possess resulting in or from or in any way connected with any loss covered by insurance, whether required herein or not, or which should have been covered by insurance required herein, including the deductible and/or uninsured portion thereof, maintained and/or required to be maintained by the Design Professional and/or its consultants pursuant to this Contract.