

TEXAS PARKS AND WILDLIFE

Contracting Branch

Infrastructure Division

4200 Smith School Road

Austin, Texas 78744

REQUEST FOR QUALIFICATIONS

FOR

**PROFESSIONAL DESIGN SERVICES
BLANKET CONTRACTS**

**ARCHITECTURE
HISTORIC ARCHITECTURE
LANDSCAPE ARCHITECTURE
CIVIL ENGINEER
MEP ENGINEER
STRUCTURAL ENGINEER
ENVIRONMENTAL ENGINEER**

Texas Parks and Wildlife Department



**RESPONSES DUE NO LATER
THAN 2:00 PM CDT, AUGUST 27, 2009**

TPWD POC:

Cathy Olsen, Contract Manager, 512 / 389-4924

ISSUE DATE: JULY 21, 2009

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**REQUEST FOR QUALIFICATIONS FOR
BLANKET DESIGN PROFESSIONALS:
ARCHITECTURAL, ENGINEER, LANDSCAPE ARCHITECT
2009/2010 Blanket Contracts**

TEXAS PARKS AND WILDLIFE DEPARTMENT

SECTION 1 – GENERAL INFORMATION & REQUIREMENTS

- 1.1 **GENERAL INFORMATION:** Texas Parks & Wildlife Department (“Owner”) through its Infrastructure Division is soliciting statements of Qualifications for selection of Professional Architect/Engineer (“Professional”) to provide services for some but not all of the list of facilities shown in Exhibit 5.2, referred to herein as Owner’s (“Facilities”) as funding for specific projects become available. The facilities are located in three (3) geographic regions (see Exhibit 5.1) and the goal is to award a minimum of three (3) Blanket Contracts for each discipline to firms having offices within the region. Blanket contracts will be issued with two (2) year duration with two (2) one (1) year renewal option; for a total of four (4) years. Selection of the most highly qualified Professionals for each region will be based upon demonstrated competence and detailed credentials as set forth in this solicitation and in accordance with Title 10, *Texas Government Code*, Section 2254, *et. seq.* and under authority of *Texas Parks and Wildlife Code*, Title 2, Chapter 11.
- 1.1.1 This Request for Qualifications (“RFQ”) is the Owner’s process to select Professional firm(s) for Blanket contracts. This RFQ will result in the selection of the most highly qualified respondents for each region for further consideration based on the criteria herein listed.
- 1.1.2 This RFQ provides the information necessary to prepare and submit detailed qualifications for evaluation and final ranking by the Owner. Based on the final ranking and at Owner’s sole discretion, Owner will select up to ten (10) of the top ranked respondents for each Region and for each discipline for further consideration, with at least five (5) Blanket contracts to be awarded per region.
- 1.2 **PUBLIC INFORMATION:** All information, documentation, and other materials submitted in response to this RFQ 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 the selection process is complete and a contract awarded. Respondent’s Financial Statement is exempt from disclosure under the Open Records Act.
- 1.2.1 The Owner strictly complies with all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of RFQ information.
- 1.3 **TYPE OF CONTRACT:** Any contract resulting from this solicitation will be based upon the Owner’s Professional Service Agreement (PSA). A draft of the Owner’s PSA is attached as Exhibit 5.5. This draft is subject to modification at the sole discretion of Owner.
- 1.4 **CLARIFICATIONS AND INTERPRETATIONS:** Any clarifications or interpretations of this RFQ that materially affect or change its requirements will be posted as an addendum by Owner on the TPWD web site and Electronic State Business Daily (ESBD). It is the responsibility of all respondents to obtain this information in a timely manner. All addendum issued by Owner before the Qualifications are due are considered part of the RFQ, and respondents shall, in its Execution of Response, acknowledge receipt of and incorporate each addendum in its response.

Respondent's failure to acknowledge receipt of addenda may result in rejection of Response.

1.4.1 Respondents shall consider only those clarifications and interpretations that the Owner issues by addendum on or before **five (5)** calendar days prior to the submittal deadline. Interpretations or clarifications in any other form, including oral statements, will not be binding on the Owner and should not be relied on in preparing responses.

1.4.2 All questions shall be submitted in writing by 5:00 P.M., August 18, 2009 to the attention of Cathy Olsen at the address stated below or via e-mail or FAX, cathy.olsen@tpwd.state.tx.us, FAX number 512/389-4790.

1.5 SUBMISSION OF QUALIFICATIONS:

1.5.1 DEADLINE AND LOCATION: The Owner will receive Qualification Responses at the time and location described below.

RESPONSES DUE NO LATER THAN, 2:00. CDT, August 27, 2009.

Responses and envelopes should be clearly labeled and shall reference the following:

**REQUEST FOR QUALIFICATIONS
BLANKET PROFESSIONAL SERVICES**

DISCIPLINE	REGION 1	REGION 2	REGION 3
Architecture			
Historic Architecture			
Landscape Architecture			
Civil Engineer			
MEP Engineer			
Structural Engineer			
Environmental Engineer			

(Regional Map Exhibit 5.1)

Responses shall be addressed to:

**Cathy Olsen, Contract Manager
Infrastructure Division
Texas Parks and Wildlife Department
4200 Smith School Road
Austin, Texas 78744**

1.5.2 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. They should be formatted in accordance with Section 4 of Solicitation – **Format for Responses**.

1.5.3 Submit **one (1) original and four (4) copies** of Qualifications. An original signature must be included on the cover letter submitted with each copy. Respondent must indicate which submittal is the Original. The hardcopy submission shall be accompanied by a digital copy on a CD/DVD in ADOBE PDF format.

1.5.4 Responses received late will be returned to the Respondent un-reviewed. **Note to Respondent: It is the security policy of TPWD central mail receiving to open all**

packages delivered to the Agency. Central receiving will reseal late submittals and return them un-reviewed as directed by the Infrastructure Division.

- 1.5.5 The Owner will not acknowledge or receive Responses that are delivered by telephone, facsimile (fax), or electronic mail (e-mail).
- 1.5.6 All submittals shall become the property of the State of Texas after the deadline/opening date. Properly submitted Statements of Qualifications will not be returned to respondents.
- 1.5.7 Qualification materials must be enclosed in a sealed envelope (box or container) addressed to the Primary-Point-of-Contact as indicated below.
- 1.6 **PRIMARY-POINT-OF-CONTACT:** The Owner designates the following person as its representative and Primary-Point-of-Contact for this RFQ. Respondents shall restrict all contact with the Owner and direct all questions regarding this RFQ, including questions regarding terms and conditions and technical specifications, to the Primary-Point-of-Contact.

Cathy Olsen, Contract Manager
Infrastructure Division
Texas Parks and Wildlife Department
4200 Smith School Road
Austin, Texas 78744
Phone: 512/389-4924
Fax: 512/389-4790
e-mail: cathy.olsen@tpwd.state.tx.us

- 1.6 **EVALUATION OF QUALIFICATIONS:** The evaluation of the Qualifications shall be based on the requirements described in this RFQ. Qualifications **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 Qualifications will be reviewed, evaluated, scored, and ranked by the Owner.

1.71 A Selection Committee comprised of the Owner's staff will evaluate and score each submittal based on the following criteria and point values (Reference Section 3, Requirements for Qualifications).

Criteria	Associated Points Value
Criteria: Respondent's statement of qualifications, experience and availability to provide design service for region which the Respondent is submitting their qualifications	30
Criteria 2: Respondent's financial responsibility and stability	20
Criteria 3: Respondent's performance on past representative projects	25
Criteria 4: Resume of Firm's key personnel	20
Criteria 5: Standard Form SF 330, Part I and Part II	5
TOTAL	100

- 1.6.1 Owner will request a schedule of fees from the highest ranked responses for each region. If the fee schedule is acceptable, Owner will issue a Professional Services Blanket Agreement.
- 1.7 OWNER'S RESERVATION OF RIGHTS: The Owner may evaluate the Qualifications based on the anticipated projects in each Region. The Owner reserves the right to divide the projects into multiple parts, to reject any and all Responses and re-solicit for new, or temporarily or permanently abandon any project. Owner makes no representations, written or oral, that it will enter into any form of agreement with any respondent to this RFQ for any portion of projects and no such representation is intended or should be construed by the issuance of this RFQ.
- 1.8 ACCEPTANCE OF EVALUATION METHODOLOGY: By submitting its Qualifications in 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 the Owner.
- 1.9 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.
- 1.11 ELIGIBLE RESPONDENTS: Only individuals or lawfully formed business organizations may submit responses to this RFQ. (This does not preclude a respondent from using consultants.) The Owner will contract only with the individuals or formal organizations that submitted the Statement of Qualifications.
- 1.12 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.
- 1.13 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, testing and survey 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 the projects shall be signed and sealed by a professional Architect, Landscape Architect or Engineer registered in the state of Texas.

SECTION 2 – EXECUTIVE SUMMARY

2.1 PROGRAM OVERVIEW:

The Infrastructure Division of TPWD administers and manages the Department's Capital Program for facility repairs and development. The Infrastructure Division has organized the State

into three (3) geographic regions: Region I, Region II and Region III. The three geographic regions are identified in Exhibit 5.1.

It is the intent of the Owner to award a minimum of three (3) Blanket contracts per Region per discipline including Architecture, Historic Architecture, Landscape Architecture, Engineering including: MEP, Civil, Structural and Environmental. Disciplines may be combined and represented by a single firm.

Blanket contracts shall be awarded to the most qualified respondents for each of the Regions for each discipline listed above in accordance with Government Code Chapter 2254. Respondents may submit their qualifications to be considered for one or more of the Regions; however, the number of Blanket Contracts awarded remains solely in the Owner's discretion.

Projects include a wide range of standard professional services for the repairs, renovation or construction of structures or facilities statewide. When a need is identified for certain services, a Request for Task Order Proposal is issued to a selected Blanket Professional Services firm, and an agreed upon fee and scope of work for such services are executed by Task Order. **Individual Task Orders will not exceed \$100,000, alleviating the requirement for a HUB Plan.**

2.2 PROJECT ASSUMPTIONS

2.2.1 All projects will comply with all applicable federal, state, and agency standards on construction including: SECO, TAS, IBC06, LEED, Natural Resource protection, and Historic preservation as required. LEED submission to U.S. Green Building Council will not be required.

2.3 PROFESSIONAL SERVICES:

Professional services shall include all services and deliverables identified and described in Exhibit 5.5; Model Professional Services Agreement and Design Deliverables (Exhibit 5.6). It is the responsibility of each respondent to carefully review Exhibit 5.5.

2.4 PROGRAM PLANNING SCHEDULE: Proposed Key Program planning schedule milestones are:

- RFQ Issued:.....July 21, 2009
- Pre-submittal Conference:.....August 12, 2009
- Deadline for Submission of Questions....August 18, 2009
- Qualifications Due from Respondents: ...August 27, 2009
- Qualifications Evaluations:September 1 – 25, 2009
- Notification to Selected Firms
And Fee schedule request September 30, 2009
- Fee Schedule Due.....October 9, 2009
- Negotiation of Fee Proposals: October 13 - 23, 2009
- Notification of Intent to AwardOctober 20, 2009
- Contract and Insurance Requirements due
November 11, 2009
- Award Blanket contracts.....November 20, 2009

Note to Respondent: The schedule listed is Owner's proposed schedule and subject to change.

A Pre-submittal Conference will be held at the Texas Parks and Wildlife Department Headquarters Commission Hearing Room, 4200 Smith School Road, Austin Texas at 10:00 AM. on August 12, 2009. Although the pre-submittal conference is not mandatory, Respondents are strongly encouraged to attend as important information regarding proposal requirements and details of the Program will be discussed.

SECTION 3 – REQUIREMENTS FOR QUALIFICATIONS

Respondents shall carefully read the information contained in the following criteria and submit a complete statement addressing all questions in Section 3 and formatted as directed in Section 4. **If Respondent is requesting to be considered for more than one Region, the response must demonstrate how firm meets the qualification for the number of Regions they are proposing to undertake.** In addition to the information below, Architect-Engineer Qualifications, SF 330 (Exhibit 5.4) and the Execution of Response shall be returned with the submitted response. Incomplete responses will be considered non-responsive and subject to rejection.

3.1 FIRM INFORMATION

- 3.1.1 Legal name of the company as registered with the Texas Secretary of State
- 3.1.2 Company description
- 3.1.3 Ownership, firm organization, key personnel and stability of firm
- 3.1.4 Physical address of the office that will be providing services
- 3.1.5 Mailing address
- 3.1.6 Telephone and facsimile numbers
- 3.1.7 E-mail address of company's primary contact
- 3.1.8 Names of top management and key employees and each person's duties. Include the background and experience of these employees
- 3.1.9 Staff size and availability
- 3.1.10 Number of years in business
- 3.1.11 Number of Employees by skill group

3.2 CRITERIA ONE: RESPONDENT'S STATEMENT OF QUALIFICATIONS AND AVAILABILITY TO SERVICE THE REGION(S) FOR WHICH THE RESPONDENT IS SUBMITTING THEIR QUALIFICATIONS: Project delivery capacity shall be evaluated relative to the number of regions Respondent is proposing to undertake. (Maximum of two (2) printed pages per question)

- 3.2.1 Provide a statement on the availability and commitment of the Firm and its principal(s) and assigned professionals to undertake new projects in each Region(s).
- 3.2.2 Provide a detailed statement describing firm's professional qualifications and ability to undertake high quality work for TPWD.
- 3.2.3 Provide a graphic representation of the proposed team and their location, identifying key personnel designated to service Region (s).
- 3.2.4 Describe depth of firm to sustain loss of key personnel with no detriment to project schedules.

3.3 CRITERIA TWO: RESPONDENT'S FINANCIAL RESPONSIBILITY AND STABILITY.

Financial qualifications shall be evaluated relative to the number of Regions Respondent is proposing to undertake.

- 3.3.1 Provide the three (3) most recent financial statements documenting the firm's financial stability.
- 3.3.2 Is the firm currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.
- 3.3.3 Provide any details of all past or pending litigation or claims filed against or by the firm or proposed sub-consultant within the past seven (7) years.
- 3.3.4 Is the firm currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, specify date(s), details, circumstances, and prospects for resolution.
- 3.3.5 Does any relationship exist by relative, business associate, or any other such kinship between the firm or consultant and any Owner employee, officer or Commissioner? If so, please explain.
- 3.3.6 Provide a claims history under professional malpractice insurance for the past five (5) years for the Firm and any team members proposed services.

3.4 CRITERIA THREE: RESPONDENT'S PERFORMANCE ON PAST REPRESENTATIVE PROJECTS

- 3.4.1 List a maximum of five (5) projects for which construction is complete, or for which construction is at least 80% complete, within the last ten (10) years for which the firm has provided services that are most comparable to the services to be provided. List the projects in order of priority, with the most relevant project listed first. Provide the following information for each project listed:
 - 3.4.1.1 Project name, location, contract delivery method, and description of the project
 - 3.4.1.2 Original contract amount and final cost, including Change Orders
 - 3.4.1.3 Type of construction (new, renovation, or expansion)
 - 3.4.1.4 Description of services that the Firm provided for the project
 - 3.4.1.5 Name of Project Engineer/Surveyor (individual responsible for coordinating the day to day work)
- 3.4.2 Submit a statement from the owner describing the firm's performance on each of the projects identified in response to section 3.4.1 (other than TPWD projects).
- 3.4.3 Provide references for each of the projects identified in response to section 3.5.1 to identify the following:
 - 3.4.3.1 Name of owner and owner's representative who served as the day-to-day liaison during the design and construction phases of the project, including telephone number.
 - 3.4.3.2 Name of Contractor and Contractor's representative who served as the day-to-day liaison during the preconstruction and/or construction phase of the project, including telephone number.

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

- 3.4.4 Identify and describe the Prime Firm's past experience on Texas Parks and Wildlife projects within the last five (5) years. Projects may repeat from Section 3.4.1 above.

3.4.4.1 Provide a history of firm in complying with project programs, schedules, and budgets on previous Department projects.

If the Firm has not previously provided services for Texas Parks and Wildlife Department, then identify and describe the Firm's past performance on projects for State Agencies, Federal Agencies, Cities or Counties (or other public entities) within the last five (5) years. Absence of prior TPWD or Government experience will not be considered detrimental to your Qualifications.

3.5 **CRITERIA FOUR: RESUME OF RESPONDENT'S KEY PERSONNEL**

- 3.5.1 Provide work experience of all key personnel, including any past experience with TPWD or other State Agencies.

3.6 **CRITERIA FIVE: STANDARD FORM SF 330, PART I AND PART II**

- 3.6.1 Provide Standard Form SF 330 Part I and Part II: Texas Parks and Wildlife Department is interested in the prospective firm's history and success with projects and evidence of meeting preferred qualifications above. List no more than five (5) projects meeting these criteria, completed in the last five (5) years.

3.7 **EXECUTION OF RESPONSE**

NOTE TO RESPONDENTS: SUBMIT ENTIRE SECTION WITH RESPONSE.

THIS EXECUTION OF RESPONSE MUST BE COMPLETED, SIGNED, AND RETURNED WITH THE RESPONDENT'S QUALIFICATIONS. FAILURE TO COMPLETE, SIGN AND RETURN THIS EXECUTION OF RESPONSE WITH THE QUALIFICATIONS STATEMENT MAY RESULT IN REJECTION OF THE QUALIFICATIONS.

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 OWNER'S OPTION, MAY RESULT IN TERMINATION OF ANY RESULTING CONTRACT.

- 3.7.1 By signature hereon, Respondent acknowledges and agrees that (1) this RFQ is a solicitation for Detailed Statements of Qualification and is not a contract or an offer to contract; (2) the submission of Detailed Statements of Qualification by Respondent in response to this RFQ will not create a contract between the Owner and Respondent; (3) the Owner has made no representation or warranty, written or oral, that one or more contracts with the Owner 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.

- 3.7.2 By signature hereon, Respondent offers and agrees to furnish to the Owner 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.
- 3.7.3 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.
- 3.7.4 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.
- 3.7.5 By signature hereon, the Respondent hereby certifies that neither the Respondent nor the firm, corporation, partnership or Owner represented by the Respondent, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this state, codified in Section 15.01, *et. seq.*, *Texas Business and Commerce Code*, or the Federal antitrust laws, nor communicated directly or indirectly the Responses made to any competitor or any other person engaged in such line of business.
- 3.7.6 By signature hereon, Respondent represents and warrants that:
- 3.7.6.1 Respondent is a reputable company regularly engaged in providing products and/or services necessary to meet the terms, conditions and requirements of the RFQ;
- 3.7.6.2 Respondent has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the terms, conditions and requirements of the RFQ;
- 3.7.6.3 Respondent is aware of, is fully informed about, and is in full compliance with all applicable federal, state and local laws, rules, regulations and ordinances;
- 3.7.6.4 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 to operate;
- 3.7.6.5 Respondent, if selected by the Owner, will maintain insurance as required by the Contract. See Exhibit 5.4, Insurance Requirements and Certificate of Insurance;
- 3.7.6.6 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 the Owner will rely on such statements, information and representations in selecting the successful Respondent. If selected by the Owner as the successful Respondent, Respondent will notify the Owner immediately of any change in any matters with regard to which Respondent has made a statement or representation or provided information.
- 3.7.7 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.

- 3.7.8 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
- 3.7.9 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.
- 3.7.10 By signature hereon, Respondent certifies as follows:
- 3.7.10.1 “Under Section 231.006, *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.”
 - 3.7.10.2 “Under Section 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.”
 - 3.7.10.3 “Under Section 2155.006, *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.”
 - 3.7.10.4 “Under Section 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.”
- 3.7.11 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 the Owner entering into any contract with Respondent.
- 3.7.12 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.
- 3.7.13 By signature hereon, Respondent signifies his compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.
- 3.7.14 By signature hereon, Respondent agrees to the following:

3.7.14.1 THE OWNER SHALL NOT BE LIABLE OR RESPONSIBLE FOR AND DESIGN PROFESSIONAL SHALL INDEMNIFY AND HOLD HARMLESS THE OWNER, ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, LIABILITIES, AND DAMAGES OF EVERY KIND, FOR INJURY TO OR DEATH OF ANY PERSON OR PERSONS AND FROM DAMAGE TO OR LOSS OF PROPERTY ARISING OUT OF NEGLIGENCE OR MISCONDUCT

OF THE ENGINEER. THIS INDEMNITY AND HOLD HARMLESS PROVISION SHALL NOT BE LIMITED BY THE SPECIFICATION OF INSURANCE COVERAGE REQUIRED TO BE MAINTAINED BY THE PROFESSIONAL. PROFESSIONAL SERVICES FIRM FURTHER AGREES TO OBTAIN IN WRITING FROM ANY CONTRACTORS, SUBCONTRACTORS, AND CONSULTANTS, THE SAME INDEMNITY AND AGREEMENT TO HOLD HARMLESS AS STATED ABOVE. THE PROFESSIONAL FIRM SHALL PROCURE CONTRACTUAL LIABILITY INSURANCE COVERING ITS OBLIGATIONS SET FORTH IN THIS PARAGRAPH.

3.7.14.2 PROFESSIONAL FIRM AGREES to comply with Federal laws or State Workman's Compensation laws which are applicable to the work required or performed under this contract and to pay or cause to be paid all compensation, medical or hospital bills which may become due or payable there under, and **TO PROTECT AND INDEMNIFY THE OWNER FROM AND AGAINST ANY LIABILITY BY REASON OF INJURY TO EMPLOYEES OF PROFESSIONAL FIRM OR SUBCONTRACTORS.**

3.7.15 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.

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

Respondent shall indicate, by checking the table below, the Region(s) to which they are responding.

Owner reserves the right to award a contract for any or all Region(s) to which a response is provided.

Additional Region(s) MAY NOT be added after the qualification submission deadline.

QUALIFICATIONS TO BE CONSIDERED FOR:

DISCIPLINE	REGION 1	REGION 2	REGION 3
Architecture			
Historic Architecture			
Landscape Architecture			
Civil Engineer			
MEP Engineer			
Structural Engineer			
Environmental Engineer			

ACKNOWLEDGE RECEIPT OF ADDENDA NUMBER _____

Execution of Response:

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

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: _____

Identify each person who owns at least 25% of the Respondent's business entity by name and social security number:

(Name) _____
(Social Security Number)

(Name) _____
(Social Security Number)

(Name) _____
(Social Security Number)

(Name) _____
(Social Security Number)

Submitted and Certified By:

(Respondent's Name) _____
(Title)

(Street Address) _____
(Telephone Number)

(City, State, Zip Code) _____
(Fax Number)

(Authorized Signature) _____
(Date)

SECTION 4 – FORMAT FOR RESPONSES

4.1 GENERAL INSTRUCTIONS

- 4.1.1 Qualifications Statements 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.

- 4.1.2 Respondents shall carefully read the information contained in this RFQ and submit a complete response to all requirements and questions as directed. Incomplete Qualification Statements will be considered non-responsive and subject to rejection.
- 4.1.3 Qualifications and any other information submitted by Respondents in response to this RFQ shall become the property of the Owner.
- 4.1.4 The Owner will not compensate respondents for any expenses incurred in Response preparation or for any presentations that may be made, unless agreed to in writing in advance or required by law. Respondents submit Qualifications at their own risk and expense.
- 4.1.5 Qualifications 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 the Owner, at its option.
- 4.1.6 The Owner makes no representations of any kind that an award will be made as a result of this RFQ, or subsequent RFQ. The Owner 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 Owner's best interest.
- 4.1.7 Responses shall consist of answers to questions identified in Section 3 of the RFQ. It is not necessary to repeat the question in the RFQ; however, it is essential to reference the question number with the corresponding answer.
- 4.1.8 Failure to comply with all requirements contained in this Request for Qualifications may result in the rejection of the Qualifications.

4.2 PAGE SIZE, BINDING, DIVIDERS, AND TABS:

- 4.2.1 Responses shall be printed on letter-size (8-1/2" x 11") paper and may be assembled simply and economically with no metal spiral bindings for ease in recycling the material.
- 4.2.2 Additional attachments shall NOT be included with the Response. Only the responses provided by the respondent to the questions identified in Section 3 of this RFQ will be used by the Owner for evaluation.
- 4.2.3 Separate and identify each criteria response to Section 3 of this RFQ by use of a divider sheet with an integral tab for ready reference.

4.3 TABLE OF CONTENTS:

- 4.3.1 Submittals shall include a "Table of Contents" and give page numbers for each part of the Response.

4.4 PAGINATION:

- 4.4.1 Number all pages of the submittal sequentially using Arabic numerals (1, 2, 3, etc.); the Respondent is not required to number attachments provided as part of this RFQ.

SECTION 5 - EXHIBITS TO THE RFQ

- 5.1 TPWD Geographic Regional Map
- 5.2 Facilities within each region
- 5.3 Insurance Requirements
- 5.4 Standard Form SF330, Part I and II
- 5.5 Model Professional Services Agreement
- 5.6 Design Deliverables
- 5.7 Building Codes

— END —

EXHIBIT 5.1

TPWD GEOGRAPHICAL REGIONAL MAP

Blanket Professional Services

Exhibit 5.1 provides a map showing the three (3) geographic regions and State Park locations. Fish Hatcheries and Wildlife Management Areas are not notated on the map, but are listed by County in Exhibit 5.2.

TPWD INFRASTRUCTURE AND STATE PARKS REGIONS

I - III Infrastructure Regions
1 - 8 State Park Regions

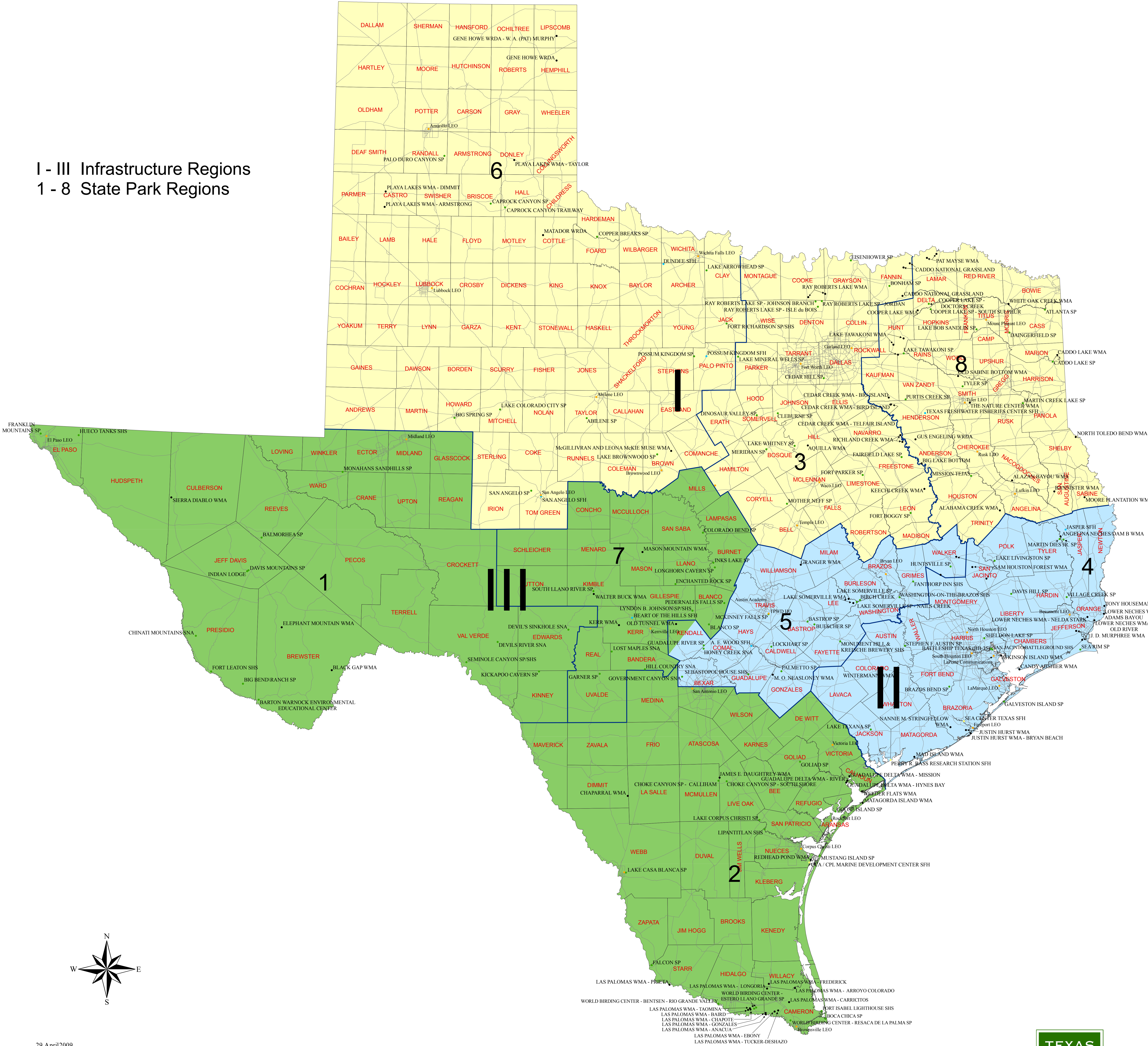


EXHIBIT 5.2

LIST OF TPWD FACILITIES

Blanket Professional Services

Exhibit 5.2 identifies the list of current TPWD facilities in each Region. Facilities may be added or deleted at any time and may not all have projects requiring professional services.

TPWD Region Facilities

Facility Name	County	Region	Facility Name	County	Region
Abilene	Tuscola	1	Ray Roberts WMA	Cooke	1
Alabama Creek WMA	Trinity	1	Richland Creek WMA	Freestone	1
Alazon Bayou WMA	Nacogdoches	1	San Angelo	Tom Green	1
Atlanta	Atlanta	1	Tawakoni WMA	Hunt	1
Bannister WMA	San Augustine	1	Texas Freshwater Fisheries Ctr	Henderson	1
Big Lake Bottom WMA	Anderson	1	The Nature Center WMA	Smith	1
Big Spring	Howard	1	Tyler	Smith	1
Bonham	Fannin	1	Whiteoak Creek WMA	Bowie	1
Caddo Grasslands WMA	Marion	1			
Caddo Lake	Harrison	1	A.E. Wood Fish Hatchery	Comal	2
Caddo Lake WMA	Marion	1	Angelina-Neches WMA	Tyler	2
Caprock Canyons	Briscoe	1	Atkinson Island WMA	Chambers	2
Cedar Creek Islands WMA	Henderson	1	Barrington Farm Site	Washington	2
Cedar Hills	Dallas	1	Bastrop	Bastrop	2
Cleburne	Johnson	1	Battleship Texas	Harris	2
Cooper Lake (Doctors Creek)	Delta	1	Brazos Bend	Fort Bend	2
Cooper Lake (S Sulphur)	Hopkins	1	Buescher	Bastrop	2
Cooper WMA	Delta	1	Candy Abshier WMA	Chambers	2
Copper Breaks	Hardeman	1	Choke Canyon (Calliham)	McMullen	2
Daingerfield	Morris	1	D.R. Wintermann WMA	Wharton	2
Dinosaur Valley	Somervell	1	Fanthorp Inn	Grimes	2
Dundee Fish Hatchery	Archer	1	Galveston Island	Galvestonq	2
Eisenhower	Grayson	1	Government Canyon	Bexar	2
Fairfield Lake	Freestone	1	Guadalupe River	Comal	2
Fort Boggy	Leon	1	Honey Creek SNA	Comal	2
Fort Parker	Limestone	1	Huntsville	Walker	2
Fort Richardson	Jack	1	J.D. Murphree WMA	Orange	2
Gene Howe WMA	Hemphill	1	Jasper Fish Hatchery	Jasper	2
Gus Engeling WMA	Anderson	1	Lake Livingston	Polk	2
Keechi Creek WMA	Leon	1	Lake Somerville (Birch Creek)	Burleson	2
Lake Arrowhead	Clay	1	Lake Somerville (Nails Creek)	Lee	2
Lake Bob Sandlin	Titus	1	Lake Texana	Jackson	2
Lake Brownwood	Brown	1	Lockhart	Caldwell	2
Lake Colorado City	Mitchell	1	Lower Neches WMA	Orange	2
Lake Mineral Wells	Parker	1	M.O. Neasloney WMA	Gonzales	2
Lake Tawakoni	Hunt	1	Mad Island WMA	Matagorda	2
Lake Whitney	Hill	1	Martin Dies Jr.	Jasper	2
Martin Creek Lake	Rusk	1	McKinney Falls	Travis	2
Matador WMA	Cottle	1	Monument Hill/Kreische Brewery	Fayette	2
Meridian	Bosque	1	Moore Plantation WMA	Sabine	2
Mission Tejas	Houston	1	Nannie M Stringfellow WMA	Brazoria	2
Mother Neff	Coryell	1	Palmetto	Gonzales	2
North Toledo Bend WMA	Shelby	1	Perry R. Bass Research Ctr	Matagorda	2
Old Sabine Bottom WMA	Wood	1	Sam Houston Forest WMA	San Jacinto	2
Palo Duro Canyon	Randall	1	San Jacinto Battleground	Harris	2
Pat Mayes WMA	Lamar	1	Sea Center Fish Hatchery	Brazoria	2
Play Lakes WMA	Donley	1	Sea Rim	Jefferson	2
Possum Kingdom	Palo Pinto	1	Sebastopol	Guadalupe	2
Possum Kingdom Fish Hatchery	Palo Pinto	1	Sheldon Lake	Harris	2
Purtis Creek	Van Zandt	1	Somerville WMA	Lee	2
Ray Roberts Lake	Denton	1	Stephen F. Austin	Austin	2

TPWD Region Facilities					
Facility Name	County	Region	Facility Name	County	Region
Tony Hauseman WMA	Orange	2	Lake Casa Blanca	Webb	3
Village Creek	Hardin	2	Lake Corpus Christi	San Patricio	3
Washington-On-The-Brazos	Washington	2	Las Palomas WMA	Starr	3
TPWD Headquarters	Travis	2	Lost Maples	Bandera	3
			Lyndon B Johnson	Gillespie	3
Balmorea	Toyahvale	3	Mason Mountain WMA	Mason	3
Barton Warnock Envir. Ed. Ctr.	Terlingua	3	Matagorda Island WMA	Calhoun	3
Bentsen- Rio Grande Valley	Hidalgo	3	Monahans Sandhills	Ward	3
Big Bend Ranch	Presidio	3	Mustang Island	Nueces	3
Black Gap WMA	Brewster	3	Ocotillo WMA		3
Blanco	Blanco	3	Old Tunnel WMA	Kendall	3
CCA/CPL Marine Dev. Ctr.	Nueces	3	Pedernales Falls	Blanco	3
Chaparral WMA	Dimmit	3	Redhead Pond WMA	Nueces	3
Chinati Mountains	Presidio	3	Resaca de la Palma	Hidalgo/Cameron	3
Choke Canyon (South Shore)	Live Oak	3	Seminole Canyon	Val Verde	3
Colorado Bend	San Saba	3	Sierra Diablo WMA	Culberson	3
Davis Mountains/Indian Lodge	Jeff Davis	3	South Llano River	Kimble	3
Devils River	Val Verde	3	Walter Buck WMA	Kimble	3
Devils Sinkhole	Edward	3	Welder Flats WMA	Calhoun	3
Elephant Mountain WMA	Brewster	3	Wyler Aerial Tramway	El Paso	3
Enchanted Rock	Llano	3			
Estero Llano Grande	Cameron	3			
Falcon	Starr	3			
Fort Leaton	Presidio	3			
Franklin Mountains	El Paso	3			
Garner	Uvalde	3			
Goliad	Goliad	3			
Goose Island	Aransas	3			
Guadalupe Delta WMA	Calhoun	3			
Hill Country SNA	Bandera	3			
Hueco Tanks	El Paso	3			
Inks Lake	Burnet	3			
James E. Daughtrey WMA	Live Oak	3			
Kerr WMA	Kerr	3			
Kickapoo Cavern	Kinney	3			

EXHIBIT 5.3

Blanket Professional Services

OWNER'S INSURANCE REQUIREMENTS AND CERTIFICATE OF INSURANCE

Owner's Insurance Requirements of Design Professional

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 Landscape Architect, Architect, or Engineer 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 of Texas 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, 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, CG 2026 or an equivalent approved by the Owner.
- 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 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	\$500,000 Ea. Accident
Bodily Injury by Disease	\$500,000 Ea. Employee
Bodily Injury by Disease	\$500,000 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 **DELETED**

4.5 **Professional Liability Insurance**

- 4.5.1 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.

- 4.5.2 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.

4.5.3 Amount of Insurance. Coverage shall be provided with a limit of not less than \$1,000,000.

4.5.4 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 **DELETED**

6.0 **Evidence of Insurance**

6.1 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 seven business 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.

6.2 Form

6.2.1 All liability insurance required herein shall be evidenced by TPWD provided insurance certificate, "Certificate of Insurance".

6.3 Specifications. Such certificates of insurance and/or evidence of insurance shall specify:

6.3.1 The Owner as a certificate holder with correct mailing address.

6.3.2 Insured's name, which must match that on this Contract.

6.3.3 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.

6.3.4 Producer of the certificate with correct address and phone number listed.

6.3.5 Additional insured status required herein.

6.3.6 Amount of any deductibles and/or retentions.

6.3.7 Cancellation, non-renewal and material reduction in coverage notification as required by this Contract.

6.3.8 Personal Injury contractual liability required herein.

6.3.9 Primary and non-contributing status required herein.

6.3.10 Waivers of subrogation required herein.

6.3.11 The certificate of insurance shall list all exclusions and limitations added by endorsement to the general liability insurance coverage

6.4 Required Endorsements. A general liability additional insured endorsement shall also be provided.

6.5 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.

- 6.6 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.

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.

7.0 **Insurance Requirements of Design Professional's Consultants**

- 7.1 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.

- 7.2 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 or 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.

- 8.0 **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.

- 9.0 **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.

EXHIBIT 5.4

Blanket Professional Services

STANDARD FORM SF 330, PART I AND PART II

ARCHITECT-ENGINEER QUALIFICATIONS

OMB No.: 9000-0157

Public reporting burden for this collection of information is estimated to average a total of 29 hours per response (25 hours for Part 1 and 4 hours for Part 2), including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVA), Regulatory and Federal Assistance Publications Division, GSA, Washington, DC 20405.

PURPOSE

Federal agencies use this form to obtain information from architect-engineer (A-E) firms about their professional qualifications. Federal agencies select firms for A-E contracts on the basis of professional qualifications as required by the Brooks A-E Act (40 U.S.C. 1101 - 1104) and Part 36 of the Federal Acquisition Regulation (FAR).

The Brooks A-E Act requires the public announcement of requirements for A-E services (with some exceptions provided by other statutes), and the selection of at least three of the most highly qualified firms based on demonstrated competence and professional qualifications according to specific criteria published in the announcement. The Act then requires the negotiation of a contract at a fair and reasonable price starting first with the most highly qualified firm.

The information used to evaluate firms is from this form and other sources, including performance evaluations, any additional data requested by the agency, and interviews with the most highly qualified firms and their references.

GENERAL INSTRUCTIONS

Part I presents the qualifications for a specific contract.

Part II presents the general qualifications of a firm or a specific branch office of a firm. Part II has two uses:

1. An A-E firm may submit Part II to the appropriate central, regional or local office of each Federal agency to be kept on file. A public announcement is not required for certain contracts, and agencies may use Part II as a basis for selecting at least three of the most highly qualified firms for discussions prior to requesting submission of Part I. Firms are encouraged to update Part II on file with agency offices, as appropriate, according to FAR Part 36. If a firm has branch offices, submit a separate Part II for each branch office seeking work.

2. Prepare a separate Part II for each firm that will be part of the team proposed for a specific contract and submitted with Part I. If a firm has branch offices, submit a separate Part II for each branch office that has a key role on the team.

INDIVIDUAL AGENCY INSTRUCTIONS

Individual agencies may supplement these instructions. For example, they may limit the number of projects or number of

pages submitted in Part I in response to a public announcement for a particular project. Carefully comply with any agency instructions when preparing and submitting this form. Be as concise as possible and provide only the information requested by the agency.

DEFINITIONS

Architect-Engineer Services: Defined in FAR 2.101.

Branch Office: A geographically distinct place of business or subsidiary office of a firm that has a key role on the team.

Discipline: Primary technical capabilities of key personnel, as evidenced by academic degree, professional registration, certification, and/or extensive experience.

Firm: Defined in FAR 36.102.

Key Personnel: Individuals who will have major contract responsibilities and/or provide unusual or unique expertise.

SPECIFIC INSTRUCTIONS

Part I - Contract-Specific Qualifications

Section A. Contract Information.

1. Title and Location. Enter the title and location of the contract for which this form is being submitted, exactly as shown in the public announcement or agency request.

2. Public Notice Date. Enter the posted date of the agency's notice on the Federal Business Opportunity website (FedBizOpps), other form of public announcement or agency request for this contract.

3. Solicitation or Project Number. Enter the agency's solicitation number and/or project number, if applicable, exactly as shown in the public announcement or agency request for this contract.

Section B. Architect-Engineer Point of Contact.

- 4-8. Name, Title, Name of Firm, Telephone Number, Fax (Facsimile) Number and E-mail (Electronic Mail) Address. Provide information for a representative of the prime contractor or joint venture that the agency can contact for additional information.

Section C. Proposed Team.

9-11. Firm Name, Address, and Role in This Contract. Provide the contractual relationship, name, full mailing address, and a brief description of the role of each firm that will be involved in performance of this contract. List the prime contractor or joint venture partners first. If a firm has branch offices, indicate each individual branch office that will have a key role on the team. The named subcontractors and outside associates or consultants must be used, and any change must be approved by the contracting officer. (See FAR Part 52 Clause "Subcontractors and Outside Associates and Consultants (Architect-Engineer Services)".) Attach an additional sheet in the same format as Section C if needed.

Section D. Organizational Chart of Proposed Team.

As an attachment after Section C, present an organizational chart of the proposed team showing the names and roles of all key personnel listed in Section E and the firm they are associated with as listed in Section C.

Section E. Resumes of Key Personnel Proposed for This Contract.

Complete this section for each key person who will participate in this contract. Group by firm, with personnel of the prime contractor or joint venture partner firms first. The following blocks must be completed for each resume:

12. Name. Self-explanatory.

13. Role in This Contract. Self-explanatory.

14. Years Experience. Total years of relevant experience (block 14a), and years of relevant experience with current firm, but not necessarily the same branch office (block 14b).

15. Firm Name and Location. Name, city and state of the firm where the person currently works, which must correspond with one of the firms (or branch office of a firm, if appropriate) listed in Section C.

16. Education. Provide information on the highest relevant academic degree(s) received. Indicate the area(s) of specialization for each degree.

17. Current Professional Registration. Provide information on current relevant professional registration(s) in a State or possession of the United States, Puerto Rico, or the District of Columbia according to FAR Part 36.

18. Other Professional Qualifications. Provide information on any other professional qualifications relating to this contract, such as education, professional registration, publications, organizational memberships, certifications, training, awards, and foreign language capabilities.

19. Relevant Projects. Provide information on up to five projects in which the person had a significant role that demonstrates the person's capability relevant to her/his proposed role in this contract. These projects do not necessarily have to be any of the projects presented in Section F for the project team if the person was not involved in any of those projects or the person worked on other projects that were more relevant than the team projects in Section F. Use the check box provided to indicate if the project was performed with any office of the current firm. If any of the professional services or construction projects are not complete, leave Year Completed blank and indicate the status in Brief Description and Specific Role (block (3)).

Section F. Example Projects Which Best Illustrate Proposed Team's Qualifications for This Contract.

Select projects where multiple team members worked together, if possible, that demonstrate the team's capability to perform work similar to that required for this contract. Complete one Section F for each project. Present ten projects, unless otherwise specified by the agency. Complete the following blocks for each project:

20. Example Project Key Number. Start with "1" for the first project and number consecutively.

21. Title and Location. Title and location of project or contract. For an indefinite delivery contract, the location is the geographic scope of the contract.

22. Year Completed. Enter the year completed of the professional services (such as planning, engineering study, design, or surveying), and/or the year completed of construction, if applicable. If any of the professional services or the construction projects are not complete, leave Year Completed blank and indicate the status in Brief Description of Project and Relevance to This Contract (block 24).

23a. Project Owner. Project owner or user, such as a government agency or installation, an institution, a corporation or private individual.

23b. Point of Contact Name. Provide name of a person associated with the project owner or the organization which contracted for the professional services, who is very familiar with the project and the firm's (or firms') performance.

23c. Point of Contact Telephone Number
Self-explanatory.

24. Brief Description of Project and Relevance to This Contract. Indicate scope, size, cost, principal elements and special features of the project. Discuss the relevance of the example project to this contract. Enter any other information requested by the agency for each example project.

25. Firms from Section C Involved with This Project. Indicate which firms (or branch offices, if appropriate) on the project team were involved in the example project, and their roles. List in the same order as Section C.

Section G. Key Personnel Participation in Example Projects.

This matrix is intended to graphically depict which key personnel identified in Section E worked on the example projects listed in Section F. Complete the following blocks (see example below).

26. and 27. Names of Key Personnel and Role in This Contract. List the names of the key personnel and their proposed roles in this contract in the same order as they appear in Section E.

28. Example Projects Listed in Section F. In the column under each project key number (see block 29) and for each key person, place an "X" under the project key number for participation in the same or similar role.

29. Example Projects Key. List the key numbers and titles of the example projects in the same order as they appear in Section F.

Section H. Additional Information.

30. Use this section to provide additional information specifically requested by the agency or to address selection criteria that are not covered by the information provided in Sections A-G.

Section I. Authorized Representative.

31. and 32. Signature of Authorized Representative and Date. An authorized representative of a joint venture or the prime contractor must sign and date the completed form. Signing attests that the information provided is current and factual, and that all firms on the proposed team agree to work on the project. Joint ventures selected for negotiations must make available a statement of participation by a principal of each member of the joint venture.

33. Name and Title. Self-explanatory.

SAMPLE ENTRIES FOR SECTION G (MATRIX)

26. NAMES OF KEY PERSONNEL (From Section E, Block 12)	27. ROLE IN THIS CONTRACT (From Section E, Block 13)	28. EXAMPLE PROJECTS LISTED IN SECTION F (Fill in "Example Projects Key" section below first, before completing table. Place "X" under project key number for participation in same or similar role.)									
		1	2	3	4	5	6	7	8	9	10
Jane A. Smith	Chief Architect	X		X							
Joseph B. Williams	Chief Mech. Engineer	X	X	X	X						
Tara C. Donovan	Chief Elec. Engineer	X	X		X						

29. EXAMPLE PROJECTS KEY

NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)	NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)
1	Federal Courthouse, Denver, CO	6	XYZ Corporation Headquarters, Boston, MA
2	Justin J. Wilson Federal Building, Baton Rouge, LA	7	Founder's Museum, Newport RI

Part II - General Qualifications

See the "General Instructions" on page 1 for firms with branch offices. Prepare Part II for the specific branch office seeking work if the firm has branch offices.

1. Solicitation Number. If Part II is submitted for a specific contract, insert the agency's solicitation number and/or project number, if applicable, exactly as shown in the public announcement or agency request.

2a-2e. Firm (or Branch Office) Name and Address. Self-explanatory.

3. Year Established. Enter the year the firm (or branch office, if appropriate) was established under the current name.

4. DUNS Number. Insert the Data Universal Numbering System number issued by Dun and Bradstreet Information Services. Firms must have a DUNS number. See FAR Part 4.6.

5. Ownership.

a. Type. Enter the type of ownership or legal structure of the firm (sole proprietor, partnership, corporation, joint venture, etc.).

b. Small Business Status. Refer to the North American Industry Classification System (NAICS) code in the public announcement, and indicate if the firm is a small business according to the current size standard for that NAICS code (for example, Engineering Services (part of NAICS 541330), Architectural Services (NAICS 541310), Surveying and Mapping Services (NAICS 541370)). The small business categories and the internet website for the NAICS codes appear in FAR Part 19. Contact the requesting agency for any questions. Contact your local U.S. Small Business Administration office for any questions regarding Business Status.

6a-6c. Point of Contact. Provide this information for a representative of the firm that the agency can contact for additional information. The representative must be empowered to speak on contractual and policy matters.

7. Name of Firm. Enter the name of the firm if Part II is prepared for a branch office.

8a-8c. Former Firm Names. Indicate any other previous names for the firm (or branch office) during the last six years. Insert the year that this corporate name change was

effective and the associated DUNS Number. This information is used to review past performance on Federal contracts.

9. Employees by Discipline. Use the relevant disciplines and associated function codes shown at the end of these instructions and list in the same numerical order. After the listed disciplines, write in any additional disciplines and leave the function code blank. List no more than 20 disciplines. Group remaining employees under "Other Employees" in column b. Each person can be counted only once according to his/her primary function. If Part II is prepared for a firm (including all branch offices), enter the number of employees by disciplines in column c(1). If Part II is prepared for a branch office, enter the number of employees by discipline in column c(2) and for the firm in column c(1).

10. Profile of Firm's Experience and Annual Average Revenue for Last 5 Years. Complete this block for the firm or branch office for which this Part II is prepared. Enter the experience categories which most accurately reflect the firm's technical capabilities and project experience. Use the relevant experience categories and associated profile codes shown at the end of these instructions, and list in the same numerical order. After the listed experience categories, write in any unlisted relevant project experience categories and leave the profile codes blank. For each type of experience, enter the appropriate revenue index number to reflect the professional services revenues received annually (averaged over the last 5 years) by the firm or branch office for performing that type of work. A particular project may be identified with one experience category or it may be broken into components, as best reflects the capabilities and types of work performed by the firm. However, do not double count the revenues received on a particular project.

11. Annual Average Professional Services Revenues of Firm for Last 3 Years. Complete this block for the firm or branch office for which this Part II is prepared. Enter the appropriate revenue index numbers to reflect the professional services revenues received annually (averaged over the last 3 years) by the firm or branch office. Indicate Federal work (performed directly for the Federal Government, either as the prime contractor or subcontractor), non-Federal work (all other domestic and foreign work, including Federally-assisted projects), and the total. If the firm has been in existence for less than 3 years, see the definition for "Annual Receipts" under FAR 19.101.

12. Authorized Representative. An authorized representative of the firm or branch office must sign and date the completed form. Signing attests that the information provided is current and factual. Provide the name and title of the authorized representative who signed the form.

List of Disciplines (Function Codes)

Code	Description	Code	Description
01	Acoustical Engineer	32	Hydraulic Engineer
02	Administrative	33	Hydrographic Surveyor
03	Aerial Photographer	34	Hydrologist
04	Aeronautical Engineer	35	Industrial Engineer
05	Archeologist	36	Industrial Hygienist
06	Architect	37	Interior Designer
07	Biologist	38	Land Surveyor
08	CADD Technician	39	Landscape Architect
09	Cartographer	40	Materials Engineer
10	Chemical Engineer	41	Materials Handling Engineer
11	Chemist	42	Mechanical Engineer
12	Civil Engineer	43	Mining Engineer
13	Communications Engineer	44	Oceanographer
14	Computer Programmer	45	Photo Interpreter
15	Construction Inspector	46	Photogrammetrist
16	Construction Manager	47	Planner: Urban/Regional
17	Corrosion Engineer	48	Project Manager
18	Cost Engineer/Estimator	49	Remote Sensing Specialist
19	Ecologist	50	Risk Assessor
20	Economist	51	Safety/Occupational Health Engineer
21	Electrical Engineer	52	Sanitary Engineer
22	Electronics Engineer	53	Scheduler
23	Environmental Engineer	54	Security Specialist
24	Environmental Scientist	55	Soils Engineer
25	Fire Protection Engineer	56	Specifications Writer
26	Forensic Engineer	57	Structural Engineer
27	Foundation/Geotechnical Engineer	58	Technician/Analyst
28	Geodetic Surveyor	59	Toxicologist
29	Geographic Information System Specialist	60	Transportation Engineer
30	Geologist	61	Value Engineer
31	Health Facility Planner	62	Water Resources Engineer

List of Experience Categories (Profile Codes)

Code	Description	Code	Description
A01	Acoustics, Noise Abatement	E01	Ecological & Archeological Investigations
A02	Aerial Photography; Airborne Data and Imagery Collection and Analysis	E02	Educational Facilities; Classrooms
A03	Agricultural Development; Grain Storage; Farm Mechanization	E03	Electrical Studies and Design
A04	Air Pollution Control	E04	Electronics
A05	Airports; Nav aids; Airport Lighting; Aircraft Fueling	E05	Elevators; Escalators; People-Movers
A06	Airports; Terminals and Hangars; Freight Handling	E06	Embassies and Chanceries
A07	Arctic Facilities	E07	Energy Conservation; New Energy Sources
A08	Animal Facilities	E08	Engineering Economics
A09	Anti-Terrorism/Force Protection	E09	Environmental Impact Studies, Assessments or Statements
A10	Asbestos Abatement	E10	Environmental and Natural Resource Mapping
A11	Auditoriums & Theaters	E11	Environmental Planning
A12	Automation; Controls; Instrumentation	E12	Environmental Remediation
		E13	Environmental Testing and Analysis
B01	Barracks; Dormitories		
B02	Bridges	F01	Fallout Shelters; Blast-Resistant Design
		F02	Field Houses; Gyms; Stadiums
C01	Cartography	F03	Fire Protection
C02	Cemeteries (<i>Planning & Relocation</i>)	F04	Fisheries; Fish ladders
C03	Charting: Nautical and Aeronautical	F05	Forensic Engineering
C04	Chemical Processing & Storage	F06	Forestry & Forest products
C05	Child Care/Development Facilities		
C06	Churches; Chapels	G01	Garages; Vehicle Maintenance Facilities; Parking Decks
C07	Coastal Engineering	G02	Gas Systems (Propane; Natural, Etc.)
C08	Codes; Standards; Ordinances	G03	Geodetic Surveying: Ground and Air-borne
C09	Cold Storage; Refrigeration and Fast Freeze	G04	Geographic Information System Services: Development, Analysis, and Data Collection
C10	Commercial Building (<i>low rise</i>); Shopping Centers	G05	Geospatial Data Conversion: Scanning, Digitizing, Compilation, Attributing, Scribing, Drafting
C11	Community Facilities	G06	Graphic Design
C12	Communications Systems; TV; Microwave		
C13	Computer Facilities; Computer Service	H01	Harbors; Jetties; Piers, Ship Terminal Facilities
C14	Conservation and Resource Management	H02	Hazardous Materials Handling and Storage
C15	Construction Management	H03	Hazardous, Toxic, Radioactive Waste Remediation
C16	Construction Surveying	H04	Heating; Ventilating; Air Conditioning
C17	Corrosion Control; Cathodic Protection; Electrolysis	H05	Health Systems Planning
C18	Cost Estimating; Cost Engineering and Analysis; Parametric Costing; Forecasting	H06	Highrise; Air-Rights-Type Buildings
C19	Cryogenic Facilities	H07	Highways; Streets; Airfield Paving; Parking Lots
		H08	Historical Preservation
D01	Dams (<i>Concrete; Arch</i>)	H09	Hospital & Medical Facilities
D02	Dams (<i>Earth; Rock</i>); Dikes; Levees	H10	Hotels; Motels
D03	Desalinization (<i>Process & Facilities</i>)	H11	Housing (<i>Residential, Multi-Family; Apartments; Condominiums</i>)
D04	Design-Build - Preparation of Requests for Proposals	H12	Hydraulics & Pneumatics
D05	Digital Elevation and Terrain Model Development	H13	Hydrographic Surveying
D06	Digital Orthophotography		
D07	Dining Halls; Clubs; Restaurants		
D08	Dredging Studies and Design		

List of Experience Categories (Profile Codes)

Code	Description	Code	Description
I01	Industrial Buildings; Manufacturing Plants	P09	Product, Machine Equipment Design
I02	Industrial Processes; Quality Control	P10	Pneumatic Structures, Air-Support Buildings
I03	Industrial Waste Treatment	P11	Postal Facilities
I04	Intelligent Transportation Systems	P12	Power Generation, Transmission, Distribution
I05	Interior Design; Space Planning	P13	Public Safety Facilities
I06	Irrigation; Drainage		
J01	Judicial and Courtroom Facilities	R01	Radar; Sonar; Radio & Radar Telescopes
L01	Laboratories; Medical Research Facilities	R02	Radio Frequency Systems & Shieldings
L02	Land Surveying	R03	Railroad; Rapid Transit
L03	Landscape Architecture	R04	Recreation Facilities (Parks, Marinas, Etc.)
L04	Libraries; Museums; Galleries	R05	Refrigeration Plants/Systems
L05	Lighting (Interior; Display; Theater, Etc.)	R06	Rehabilitation (Buildings; Structures; Facilities)
L06	Lighting (Exteriors; Streets; Memorials; Athletic Fields, Etc.)	R07	Remote Sensing
M01	Mapping Location/Addressing Systems	R08	Research Facilities
M02	Materials Handling Systems; Conveyors; Sorters	R09	Resources Recovery; Recycling
M03	Metallurgy	R10	Risk Analysis
M04	Microclimatology; Tropical Engineering	R11	Rivers; Canals; Waterways; Flood Control
M05	Military Design Standards	R12	Roofing
M06	Mining & Mineralogy	S01	Safety Engineering; Accident Studies; OSHA Studies
M07	Missile Facilities (Silos; Fuels; Transport)	S02	Security Systems; Intruder & Smoke Detection
M08	Modular Systems Design; Pre-Fabricated Structures or Components	S03	Seismic Designs & Studies
N01	Naval Architecture; Off-Shore Platforms	S04	Sewage Collection, Treatment and Disposal
N02	Navigation Structures; Locks	S05	Soils & Geologic Studies; Foundations
N03	Nuclear Facilities; Nuclear Shielding	S06	Solar Energy Utilization
O01	Office Buildings; Industrial Parks	S07	Solid Wastes; Incineration; Landfill
O02	Oceanographic Engineering	S08	Special Environments; Clean Rooms, Etc.
O03	Ordnance; Munitions; Special Weapons	S09	Structural Design; Special Structures
P01	Petroleum Exploration; Refining	S10	Surveying; Platting; Mapping; Flood Plain Studies
P02	Petroleum and Fuel (Storage and Distribution)	S11	Sustainable Design
P03	Photogrammetry	S12	Swimming Pools
P04	Pipelines (Cross-Country - Liquid & Gas)	S13	Storm Water Handling & Facilities
P05	Planning (Community, Regional, Areawide and State)	T01	Telephone Systems (<i>Rural; Mobile; Intercom, Etc.</i>)
P06	Planning (Site, Installation, and Project)	T02	Testing & Inspection Services
P07	Plumbing & Piping Design	T03	Traffic & Transportation Engineering
P08	Prisons & Correctional Facilities	T04	Topographic Surveying and Mapping
		T05	Towers (<i>Self-Supporting & Guyed Systems</i>)
		T06	Tunnels & Subways

List of Experience Categories (Profile Codes)

Code	Description
U01	Unexploded Ordnance Remediation
U02	Urban Renewals; Community Development
U03	Utilities (Gas and Steam)
V01	Value Analysis; Life-Cycle Costing
W01	Warehouses & Depots
W02	Water Resources; Hydrology; Ground Water
W03	Water Supply; Treatment and Distribution
W04	Wind Tunnels; Research/Testing Facilities Design
Z01	Zoning; Land Use Studies

ARCHITECT - ENGINEER QUALIFICATIONS

PART I - CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

1. TITLE AND LOCATION *(City and State)*

2. PUBLIC NOTICE DATE

3. SOLICITATION OR PROJECT NUMBER

B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE

5. NAME OF FIRM

6. TELEPHONE NUMBER

7. FAX NUMBER

8. E-MAIL ADDRESS

C. PROPOSED TEAM

(Complete this section for the prime contractor and all key subcontractors.)

	<i>(Check)</i>					
	PRIME	J-V	PARTNER	SUBCON-TRACTOR	9. FIRM NAME	10. ADDRESS
a.					☐ CHECK IF BRANCH OFFICE	
b.					☐ CHECK IF BRANCH OFFICE	
c.					☐ CHECK IF BRANCH OFFICE	
d.					☐ CHECK IF BRANCH OFFICE	
e.					☐ CHECK IF BRANCH OFFICE	
f.					☐ CHECK IF BRANCH OFFICE	

D. ORGANIZATIONAL CHART OF PROPOSED TEAM

☐ *(Attached)*

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM

15. FIRM NAME AND LOCATION (City and State)

16. EDUCATION (DEGREE AND SPECIALIZATION)	17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)
---	--

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)

19. RELEVANT PROJECTS

a.	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	☐ Check if project performed with current firm	
b.	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	☐ Check if project performed with current firm	
c.	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	☐ Check if project performed with current firm	
d.	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	☐ Check if project performed with current firm	
e.	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	☐ Check if project performed with current firm	

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER
21. TITLE AND LOCATION <i>(City and State)</i>	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT <i>(Include scope, size, and cost)</i>		

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
a.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

[illegible]

29. EXAMPLE PROJECTS KEY

NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)	NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)
1		6	
2		7	
3		8	
4		9	
5		10	

H. ADDITIONAL INFORMATION

30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

I. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

31. SIGNATURE

32. DATE

33. NAME AND TITLE

ARCHITECT-ENGINEER QUALIFICATIONS	1. SOLICITATION NUMBER <i>(If any)</i>
---	---

ARCHITECT-ENGINEER QUALIFICATIONS	1. SOLICITATION NUMBER <i>(If any)</i>
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PART II - GENERAL QUALIFICATIONS
(If a firm has branch offices, complete for each specific branch office seeking work.)

PART II - GENERAL QUALIFICATIONS
(If a firm has branch offices, complete for each specific branch office seeking work.)

2a. FIRM (OR BRANCH OFFICE) NAME			3. YEAR ESTABLISHED		4. DUNS NUMBER	
2b. STREET			5. OWNERSHIP			
2c. CITY						
2d. STATE			a. TYPE			
2e. ZIP CODE			b. SMALL BUSINESS STATUS			
6a. POINT OF CONTACT NAME AND TITLE			7. NAME OF FIRM (If block 2a is a branch office)			
6b. TELEPHONE NUMBER						
6c. E-MAIL ADDRESS						
8a. FORMER FIRM NAME(S) (If any)			8b. YR. ESTABLISHED		8c. DUNS NUMBER	

9. EMPLOYEES BY DISCIPLINE

10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS

a. Function Code	b. Discipline	c. No. of Employees		a. Profile Code	b. Experience	c. Revenue Index Number <i>(see below)</i>
		(1) FIRM	(2) BRANCH			
	dddd					
	dd	22,222				
		3				
		22				
		32				
	Other Employees					
	Total					

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS <i>(Insert revenue index number shown at right)</i>	
a. Federal Work	
b. Non-Federal Work	
c. Total Work	

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS <i>(Insert revenue index number shown at right)</i>	
a. Federal Work	
b. Non-Federal Work	
c. Total Work	

PROFESSIONAL SERVICES REVENUE INDEX NUMBER	
1. Less than \$100,000	6. \$2 million to less than \$5 million
2. \$100,00 to less than \$250,000	7. \$5 million to less than \$10 million
3. \$250,000 to less than \$500,000	8. \$10 million to less than \$25 million
4. \$500,000 to less than \$1 million	9. \$25 million to less than \$50 million
5. \$1 million to less than \$2 million	10. \$50 million or greater

- | PROFESSIONAL SERVICES REVENUE INDEX NUMBER | |
|--|---|
| 1. Less than \$100,000 | 6. \$2 million to less than \$5 million |
| 2. \$100,00 to less than \$250,000 | 7. \$5 million to less than \$10 million |
| 3. \$250,000 to less than \$500,000 | 8. \$10 million to less than \$25 million |
| 4. \$500,000 to less than \$1 million | 9. \$25 million to less than \$50 million |
| 5. \$1 million to less than \$2 million | 10. \$50 million or greater |

12. AUTHORIZED REPRESENTATIVE
The foregoing is a statement of facts.

12. AUTHORIZED REPRESENTATIVE
The foregoing is a statement of facts.

a. SIGNATURE	b. DATE
c. NAME AND TITLE	

EXHIBIT 5.5

Blanket Professional Services

MODEL PROFESSIONAL SERVICES AGREEMENT

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

STATE OF TEXAS

COUNTY OF TRAVIS

THIS AGREEMENT made, and entered into the ____ day of _____, 2006 by and between the **TEXAS PARKS AND WILDLIFE DEPARTMENT**, 4200 Smith School Road, Austin, Texas 78744 hereinafter "**OWNER**", and _____ hereinafter "**(ARCHITECT/ENGINEER)**".

WITNESSETH

WHEREAS, OWNER intends to design for construction certain Public Works Projects, hereinafter "PROJECTS", at various Texas Parks and Wildlife Department locations throughout the State of Texas. Each PROJECT shall be executed upon receipt of written authorization by the OWNER , hereinafter "TASK ORDERS", detailing the requested professional services; and

WHEREAS, it is mutually agreed that (ARCHITECT/ENGINEER) shall provide the professional services as herein described for the PROJECTS as required by each TASK ORDER.

NOW, THEREFORE, OWNER and (ARCHITECT/ENGINEER), for and in consideration of the mutual promises, obligations, and benefits hereof, contract as follows:

ARTICLE I - EMPLOYMENT OF (ARCHITECT/ENGINEER)

All (architectural/engineering) services shall be provided by a professional (ARCHITECT/ENGINEER) registered in the State of Texas. OWNER and (ARCHITECT/ENGINEER) agree that (ARCHITECT/ENGINEER) is an independent contractor and not an agent of OWNER and (ARCHITECT/ENGINEER) agrees to perform professional services in connection with the TASK ORDER, as described below, and for having rendered such services, OWNER agrees to pay to (ARCHITECT/ENGINEER) compensation as stated below, subject to the terms and conditions hereof.

A. SCOPE OF SERVICES:

1. The specific scope of professional services for each project to be performed by the (ARCHITECT/ENGINEER) shall be determined in advance and in writing between the OWNER and the (ARCHITECT/ENGINEER). These services shall be set forth in individual TASK ORDERS, which are to be attached and incorporated in this Agreement as well as Design Deliverables for all purposes.
2. The OWNER shall prepare a Request for a Task Order Proposal (RTOP) identifying the project and describing, in general, the intended scope and character of the project, the preliminary cost estimate, and schedule for the project.
3. In response to the RTOP, the (ARCHITECT/ENGINEER) shall provide OWNER with a written project proposal. The project proposal shall include:

- a) Narrative description of the (ARCHITECT/ENGINEER)'s understanding of the project scope of work
 - b) Detailed statement of the Basic and Additional services anticipated for the project
 - c) Fee Proposal detailing the total fee for providing the Basic Services expressed as a "not to exceed" amount, the number of hours (by specialty in accordance with the approved fee schedule), and the total anticipated amount for reimbursable expenses.
 - d) Period of performance to complete the specified scope of services
4. The OWNER shall review (ARCHITECT/ENGINEER)'s Project Proposal and negotiate any changes, clarifications, or modifications thereto. The (ARCHITECT/ENGINEER) shall submit a revised Project Proposal incorporating any changes, clarifications, or modifications made in the review process. The OWNER may accept, reject, or seek modification of any Project Proposal.
5. Upon approval of the Project Proposal by the OWNER, the OWNER shall issue an Authorization to Proceed. The Authorization to Proceed authorizes the (ARCHITECT/ENGINEER) to begin the work identified in the Project Proposal and shall include a Purchase Order number for the TASK ORDER specific to the project.

B. ARCHITECT/ENGINEER'S RESPONSIBILITIES - BASIC SERVICES

SECTION 1 - BASIC SERVICES OF ARCHITECT/ENGINEER

(ARCHITECT/ENGINEER) shall perform Basic Services as hereinafter stated and as provided in individual TASK ORDERS hereunder. Notwithstanding the herein described scope of services, (ARCHITECT/ENGINEER) shall perform all services required for a complete, functional, and fully operational PROJECT.

1.1 Phase One: Review and assessment of TASK ORDER -- PROJECT Requirements.

After written Authorization to Proceed, (ARCHITECT/ENGINEER) shall:

- 1.1.1 Consult with OWNER to clarify and define OWNER's requirements for the PROJECT, review available data, and identify additional needs and/or testing requirements.
- 1.1.2 Inspect site and review the proposed PROJECT requirements with associate consultants, OWNER'S personnel, utility suppliers, etc. as needed.
- 1.1.3 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.; arrange for necessary tie-ins, connections, and service provisions, including permits and any other necessary documents.
- 1.1.4 When necessary, obtain additional OWNER guidance and input.
- 1.1.5 Identify scope of soils investigations, construction materials testing and special surveys/analysis testing that, in the opinion of the (ARCHITECT/ENGINEER), may be necessary for final design of the PROJECT.
- 1.1.6 Identify scope of field surveys required to collect ground topography information that may be necessary for final design of the PROJECT.
- 1.1.7 Identify scope of field surveys required to determine existing site utilities both above and below grade in and around site.

1.2 Phase Two: Design and Construction Contract Documents Phase

On the basis of mutually agreed upon Project Requirements, proceed with the Preliminary Design Phase. (ARCHITECT/ENGINEER) shall:

1.2.1 Schedule a meeting between OWNER and (ARCHITECT/ENGINEER) to finalize planning and coordination of the PROJECT.

1.2.2 Prepare preliminary design documents consisting of final design criteria, preliminary drawings, specifications, and preliminary estimate of Construction Cost in accordance with Attachment 2.

1.2.3 Before proceeding with design development, (ARCHITECT/ENGINEER) shall obtain OWNER's acceptance of the preliminary design documents and preliminary estimate of Construction Cost. On the basis of the accepted preliminary design documents, prepare for incorporation in the Bidding and Contract Documents, final design drawings, hereinafter called "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.

1.2.4 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.

1.2.5 Advise OWNER of any adjustments to (ARCHITECT/ENGINEER)'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 TASK ORDER.

1.2.6 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 (ARCHITECT/ENGINEER) shall prepare technical specifications, according to CSI Format (33 Division) construction standard, contractor's bid form, and Division I000 specifications in coordination with OWNER'S standard format. Technical plans and specifications produced by the (ARCHITECT/ENGINEER) will be utilized by the OWNER in addition to OWNER'S Standard Uniform General Conditions, Supplementary General Conditions, selected Special Conditions, wage rates, insurance requirement forms, etc. to publish final documents for public bidding. (ARCHITECT/ENGINEER) shall provide OWNER two sets of original construction drawings and two sets of technical specifications in accordance with Attachment 2 which is incorporated and made a part hereof for all purposes.

1.3 Phase Three: Bidding and Contract Award

After obtaining OWNER's written authorization to proceed with the Bidding Phase, (ARCHITECT/ENGINEER) shall:

1.3.1 Assist OWNER in obtaining bids for construction project, including but not limited to attendance at pre-bid conference, issuance of interpretations, clarifications, addenda and/or modifications of technical specifications and drawings for inclusion in Bidding and Contract Documents.

1.3.2 Assist OWNER in evaluating bids and awarding contract(s). Prepare written recommendation of award to OWNER if requested.

1.4 Phase Four: Construction Phase

During the Construction Phase (ARCHITECT/ENGINEER) shall:

1.4.1 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.

1.4.2 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.

1.4.3 Attend pre-construction conference.

1.4.4 Consult with and advise OWNER and act as his representative for the work as provided for in the Uniform General Conditions for all State of Texas building contracts. The (ARCHITECT/ENGINEER) 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 (ARCHITECT/ENGINEER) through the Owner's Designated Representative (ODR). The (ARCHITECT/ENGINEER) 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 (ARCHITECT/ENGINEER) shall not be restricted, modified or extended without written acceptance of the OWNER.

1.4.5 Coordinate materials testing activities (if any).

1.4.6 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 (ARCHITECT/ENGINEER) shall keep OWNER informed of the progress of the Work and 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. (ARCHITECT/ENGINEER) 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, (ARCHITECT/ENGINEER)'s duties. (ARCHITECT/ENGINEER) shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the PROJECT, for the acts or omissions of the Contractor, Subcontractors or any other persons performing any of the PROJECT, or for the failure of any of them to carry out the PROJECT in accordance with the contract documents. (ARCHITECT/ENGINEER)'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 (ARCHITECT/ENGINEER)'S on-site observations, (ARCHITECT/ENGINEER) 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.

1.4.7 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, shop and mill tests and

inspections, O & M manuals, schedules, guarantees, bonds, and other data which 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; receive and review (for general content as required by the specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by Contractor(s) in accordance with the Contract Documents.

1.4.8 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. (ARCHITECT/ENGINEER) may, as OWNER'S representative, require special inspection or testing of the work. (ARCHITECT/ENGINEER) 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. (ARCHITECT/ENGINEER) 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. (ARCHITECT/ENGINEER), 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 effected by written order and recorded on the as-constructed record documents by the Contractor.

1.4.9 Based on (ARCHITECT/ENGINEER)'S on-site observations as an experienced and qualified design professional and on (ARCHITECT/ENGINEER)'S review of Contractor(s) cost breakdown schedule of values, applications for payment and the accompanying data and schedules, 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 (ARCHITECT/ENGINEER)'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, to the results of any subsequent tests called for in the Contract Documents, and to any qualifications stated in (ARCHITECT/ENGINEER)'S approval).

1.4.10 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 (ARCHITECT/ENGINEER) may approve, in writing, final payment to Contractor. When requested by OWNER, in association with each inspection (ARCHITECT/ENGINEER) 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.

1.4.11 Upon receipt of Contractor's marked set of "As Constructed" (or "As Built") Documents, make changes in the original contract drawings to show all work as actually constructed based on information furnished by the Contractor and as known by the (ARCHITECT/ENGINEER). These changes shall include final location of all construction modified from the original contract documents, including but not limited to utility lines and roads. Mark each sheet of these drawings with the electronic "Record Drawing" stamp provided by OWNER (contact the Planning & Design Section Head at 512/389-8808). Coordinate "Record Drawings" information with the Contractor and the OWNER'S Project Representative. 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 Constructed" Documents. Upon approval, furnish OWNER two (2) sets of reproducible vellum or mylar "Record Drawings" and two (2) sets of drawings on CD-ROM in format designated in Attachment 2. All documents provided in electronic format must comply with the protocol set forth in Attachment 2.

1.5 Phase Five: Warranty Inspection

Prior to the expiration of Contractor's Warranty, OWNER will determine if (ARCHITECT/ENGINEER)'S inspection of warranty problems is necessary:

1.5.1 If OWNER so instructs, (ARCHITECT/ENGINEER) 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.

1.5.2 Prepare a report of (ARCHITECT/ENGINEER)'S findings and present and review report with OWNER to determine remaining options.

SECTION 2 - ADDITIONAL SERVICES OF (ARCHITECT/ENGINEER)

(ARCHITECT/ENGINEER) shall render additional services as needed and as requested by OWNER. If authorized in writing by the OWNER, the (ARCHITECT/ENGINEER) shall furnish or obtain from others, ADDITIONAL SERVICES of the following types which are not considered normal or customary BASIC SERVICES. Additional Services will be added to TASK ORDERS by Modification, when requested.

2.1 Services of (ARCHITECT/ENGINEER), another Registered (Architect/Engineer) or other (architectural/engineering) personnel as required, for extended or continuous on-site observation of construction, which is deemed by the OWNER to be in excess of the normal construction observation site visits described in this Agreement.

2.2 Appearance before regulatory agencies.

2.3 Assistance to the OWNER as an expert witness in any litigation with third parties arising from the development or construction of the PROJECT.

2.4 Additional travel and subsistence required of the (ARCHITECT/ENGINEER) and authorized by the OWNER to points other than the PROJECT site, the OWNER's offices, or offices of regulatory authorities.

2.5 Additional copies of reports and specifications, prints or drawings in excess of those provided for in Basic Services.

2.6 Revision of contract drawings after a final design has been approved by the OWNER.

2.7 Services of a Registered Public Surveyor. All surveying shall be based on state plane coordinates system (NAD27, NAD83). Plans and maps shall reflect whichever system used. ASCII file for all points shall be provided.

2.8 Special presentations or reports outside the scope of agreed services.

SECTION 3 - (ARCHITECT/ENGINEER)'S RESPONSIBILITY AND LIABILITY

3.1 (ARCHITECT/ENGINEER) 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 (ARCHITECT/ENGINEER) under this

Agreement. Such designs, drawings and specifications shall, at a minimum, comply with the standard building codes and design standards adopted by Texas Parks and Wildlife Department including but not limited to Owner's Standard Building Codes Policy (Exhibit 5.7)

3.2 (ARCHITECT/ENGINEER) 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 (ARCHITECT/ENGINEER)'S compensation due under this Agreement, and (ARCHITECT/ENGINEER) shall reimburse OWNER for such additional costs and/or losses in excess of (ARCHITECT/ENGINEER)'S remaining unpaid compensation under this Agreement. (ARCHITECT/ENGINEER) warrants that it will exercise reasonable skill, care, and diligence in the performance of its services and will carry out its responsibilities in accordance with good, customarily accepted State of Texas professional practices as exhibited by other (ARCHITECT/ENGINEER) engaged in providing professional design services for projects that are similar in size, scope, budget, and locale. If the (ARCHITECT/ENGINEER) fails to meet the foregoing standard, (ARCHITECT/ENGINEER) shall perform forthwith at its own cost, and without reimbursement from the OWNER, the professional services necessary to correct errors and omissions which are caused by (ARCHITECT/ENGINEER)'S failure to comply with the above standard.

3.3 (ARCHITECT/ENGINEER) shall maintain, at its own expense, the following insurance coverages, insuring (ARCHITECT/ENGINEER), its employees, agents and designees. Insurance shall be written on an occurrence basis by a company licensed to do business in the State of Texas with an A.M. Best rating of B ++ or better, and shall incorporate a provision requiring the giving of written notice to the OWNER of any claim made related to the PROJECT and at least thirty (30) days written notice prior to cancellation, non-renewal or material modification of any such policies as evidenced by return receipt of United States certified mail. (ARCHITECT/ENGINEER) shall maintain coverage for the duration of this Agreement. If the coverage period ends during the duration of this Agreement, (ARCHITECT/ENGINEER) shall provide the replacement certificates to OWNER prior to expiration of the coverage showing that coverage has been extended. These insurance requirements are independent of all other obligations of (ARCHITECT/ENGINEER) under this Agreement and apply whether or not required by any other provision of this Agreement.

- a) (ARCHITECT/ENGINEER)'S Professional Liability Insurance in the amount of \$1,000,000 per claim and \$1,000,000 in the aggregate (or as otherwise agreed to by OWNER) with all coverage retroactive to the commencement of the (ARCHITECT/ENGINEER)'S services in relation to the PROJECT and including OWNER as Certificate Holder, covering bodily injury and property damage, said coverage to be maintained for a period of three years after the date of final payment hereunder.
- b) Comprehensive General Liability Insurance in the amount of \$1,000,000, (or as otherwise agreed to by OWNER) including contractual liability coverage, and including the OWNER as an additional insured.
- c) Comprehensive Automobile Liability Insurance, including owned, hired, and non-owned vehicles, if any, with a combined bodily injury (including death) and property damage minimum limit of \$500,000 per occurrence.
- d) Workers' Compensation Insurance in the amount prescribed by statute. The Workers' Compensation policy shall include a waiver of subrogation in favor of the OWNER.
- e) Employer's Liability Insurance of not less than \$250,000 each accident, \$250,000 disease each employee, and \$500,000 disease policy limit.

3.4 Neither OWNER's review, approval or acceptance of, nor payment for any of the documents and/or services required 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 (ARCHITECT/ENGINEER)'S work performed pursuant to this Agreement, and (ARCHITECT/ENGINEER) 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 (ARCHITECT/ENGINEER)'S failure to perform any of the terms of this Agreement.

3.5 The rights and remedies of OWNER provided for under this Agreement are in addition to any other rights and remedies provided by law.

3.6 The (ARCHITECT/ENGINEER) 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 Contractor.

3.7 Any and all disputes with regard to (ARCHITECT/ENGINEER)'S Responsibilities and Liability shall be resolved in accordance with ARTICLE XIII - DISPUTES of this contract.

ARTICLE II - OWNER'S RESPONSIBILITY

A. The OWNER will provide available information regarding requirements of the work for each Task Order PROJECT and procedures to be followed, and provide existing record information, if available. Owner will provide written requirements with objectives, schedule, constraints and criteria including space requirements and relationships, systems and site requirements.

B. The OWNER will examine documents submitted by (ARCHITECT/ENGINEER) and render decisions pertaining thereto promptly to avoid unreasonable delay in the progress of (ARCHITECT/ENGINEER)'S performance of services.

C. The OWNER will furnish to (ARCHITECT/ENGINEER) copies of OWNER'S uniform general conditions, contract forms, Division 1 specifications, bidding information, and instructions for the (ARCHITECT/ENGINEER)'S information and use.

D. Owner will furnish the following as necessary to complete the job: survey, geo tests, special tests, inspections and reports.

ARTICLE III - PROJECT CONSTRUCTION COST

A. PROJECT Construction Cost as used herein means the total cost to OWNER of the work described on the drawings and/or in the specifications, corrected to include all accepted alternates and authorized changes executed during the construction period, for the PROJECT described in the TASK ORDER. Unless otherwise specifically agreed in writing as an amendment to this Agreement, the PROJECT Construction Cost shall not exceed the amount given in the TASK ORDER. PROJECT Construction Cost shall not include any (architectural/engineering), surveying, testing, or special consultant's fees. PROJECT Construction Cost shall not include the cost of any equipment not included in the construction contract.

B. Since a Not-To-Exceed limit of PROJECT Construction Cost is stated in the TASK ORDER, estimates of the PROJECT Construction Cost prepared in detail form by (ARCHITECT/ENGINEER) shall be furnished to OWNER during the Design Phases. If these estimates, at any stage, exceed the limit stated herein, OWNER will either approve the estimate or revise the program design, scope or quality, or

combination of these, and (ARCHITECT/ENGINEER) shall 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 (ARCHITECT/ENGINEER)'s fee for that PROJECT.

ARTICLE IV - PAYMENT TO THE (ARCHITECT/ENGINEER)

SECTION 1 - GENERAL

1.1. Payment is subject to OWNER'S prior receipt and approval of properly executed invoices from the (ARCHITECT/ENGINEER). Invoices shall identify all charges as to type and quantity performed and shall specify contract number billed. OWNER'S representative will maintain on-going review and status of (ARCHITECT/ENGINEER)'S progress toward completion of services and will certify whether (ARCHITECT/ENGINEER)'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. Payments by OWNER will be warrants issued by the Comptroller of Public Accounts out of monies appropriated to the OWNER for such purposes.

1.2. No deduction will be made from (ARCHITECT/ENGINEER)'S compensation on account of penalty, liquidated damages, or other sums withheld from payments to Contractors.

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

1.4. If this Agreement is terminated for either (1) OWNER's convenience or (2) failure by (ARCHITECT/ENGINEER) to fulfill its obligations herein, (ARCHITECT/ENGINEER) 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 VII hereof.

SECTION 2 - BASIC SERVICES - BY TASK ORDER

2.1 Payment for Basic services may be made upon completion by (ARCHITECT/ENGINEER) 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 project manager), total payment(s) for completion and accepted work within each phase not to exceed the maximum amount and percentage allocatable to each corresponding phase as set forth below.

2.1.1 Preliminary Design and Approval	35% of Task Order Price
2.1.2 Final Design/Construction Documents and Approval	40% of Task Order Price
2.1.3 Bidding and Award of Contract	5% of Task Order Price
2.1.4. Construction Administration	15% of Task Order Price
2.1.5. Record Drawings	5% (or \$1,000 whichever is greater)
	of Task Order Price
TOTAL FEE FOR BASIC SERVICES:	100% of Task Order Price

2.2 Payments to (ARCHITECT/ENGINEER) during the Construction Administration Phase shall be based on the percentage of construction completed as shown on the Contractor's approved monthly Construction Vouchers. Notwithstanding other provisions of this Agreement, OWNER may withhold from (ARCHITECT/ENGINEER) compensation as necessary to assure timely completion and receipt of Record Drawings.

SECTION 3 - HOURLY RATES FOR TASK ORDERS

3.2 Payment to the (ARCHITECT/ENGINEER) for Additional Services set forth in ARTICLE I, B, Section 2, Subsections 2.1 through 2.7, shall be by modification of the TASK ORDER based upon the following rates and will be made monthly upon completion of, and upon OWNER's acceptance and receipt of (ARCHITECT/ENGINEER)'s itemized statement for, such services:

See: Schedule of Fees – “Attachment 1”, to this Contract

THE FOREGOING FEE SCHEDULE WILL BE USED TO ESTABLISH FIXED PRICES FOR SERVICES BY TASK ORDER.

SECTION 4 - REIMBURSABLE EXPENSES

4.1 OWNER shall reimburse (ARCHITECT/ENGINEER) for direct non-labor, subcontract expense at documented invoice cost, subject to OWNER'S approval in advance and in writing. Direct non-labor expense shall not include office supplies and general operating expenses. Invoices for Reimbursable Expenses shall include ordinary back-up documentation to substantiate the costs for the expenses to be reimbursed.

4.2 OWNER shall reimburse (ARCHITECT/ENGINEER) the following expenses for OWNER-Authorized travel directly associated with basic and/or additional services as set out in the TASK ORDER upon receipt of (ARCHITECT/ENGINEER)'S documented invoice:

4.2.1. Travel Costs

- a. Lodging not to exceed\$85.00/Day/Person
- b. Food not to exceed\$36.00/Day/Person
- c. Transportation \$ 0.445/Mile/Auto

4.2.2 Air Fare (Coach Class)-Owner Approved. Reimbursement of actual Cost.

TOTAL REIMBURSABLE EXPENSES SHALL NOT-EXCEED: Amount Specified in each Task Order. Charges for Reimbursable Expenses must not exceed the established amount unless authorization in writing is obtained by OWNER.

ARTICLE V - PROJECT PHASING/PRODUCTION SCHEDULE

A. (ARCHITECT/ENGINEER)'s schedule for Services shall be as specified in individual TASK ORDERS hereunder. 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 this Agreement.

B. Design services will be phased to conform with time requirements of the OWNER and result in completed designs that will minimize disruption of facility operations. (ARCHITECT/ENGINEER) shall:

Complete preliminary design on or before Date Specified in Task Order.

Complete final design/construction contract documents on or before Date Specified in Task Order.

ARTICLE VI - AGREEMENT TERM

A. The initial term of this Agreement shall begin on the date first written above and shall expire twenty-four (24) months after that date unless renewed or terminated in accordance with the terms of the Agreement.

B. The OWNER has the option to renew this Agreement annually for up to two (2) successive twelve (12) month periods. Both parties maintain the ability to negotiate rates prior to contract renewal.

C. The OWNER has the option to extend the term of this Agreement, or any renewal period, as necessary for (ARCHITECT/ENGINEER) to complete work on any project approved by the OWNER prior to the expiration of the Agreement.

ARTICLE VII - OWNER'S RIGHT TO USE/RE-USE DOCUMENTS

Drawings and Specifications as instruments of service are and shall remain property of the (ARCHITECT/ENGINEER) whether the PROJECT for which they are made is executed or not. The OWNER shall be permitted to retain copies, including reproducible copies, of Drawings and Specifications for information and reference in connection with the 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 (ARCHITECT/ENGINEER) remains as the Project Architect, has resigned, this Agreement has been terminated, (ARCHITECT/ENGINEER)'s scope of services has been modified, or the services herein have been completed. If this Agreement is terminated, (ARCHITECT/ENGINEER) hereby consents to the employment by OWNER of a substitute (ARCHITECT/ENGINEER) to complete the services under this Agreement, with the substitute (Architect/Engineer) having all of the rights and privileges of the original (ARCHITECT/ENGINEER). The (ARCHITECT/ENGINEER) and its consultants shall not be liable for any changes made by the OWNER to the Drawings or Specifications (including Drawings or Specifications provided in CADD or other electronic format) or for claims or actions arising from any such changes on projects in which the (ARCHITECT/ENGINEER) is not involved.

ARTICLE VIII - TERMINATION OF AGREEMENT

A. OWNER may, by written notice to (ARCHITECT/ENGINEER), terminate this Agreement in whole or in part at any time, either for OWNER's convenience or due to the failure of (ARCHITECT/ENGINEER) to fulfill its contract obligations. Upon receipt of such notice, (ARCHITECT/ENGINEER) 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 (ARCHITECT/ENGINEER) in performing this Agreement, whether completed or in process. All work

produced shall be the sole property of OWNER and may be used without additional compensation on any work in accordance with Article VII herein. Upon such delivery to OWNER, (ARCHITECT/ENGINEER) shall be paid for the value of services rendered by (ARCHITECT/ENGINEER) if the same are accepted and approved by OWNER.

B. If the termination is due to the failure of (ARCHITECT/ENGINEER) to fulfill his contract obligations, OWNER may take over the work and prosecute the same to completion by contract or otherwise. In such case, (ARCHITECT/ENGINEER) shall be liable to OWNER for any additional cost occasioned to OWNER thereby.

ARTICLE IX - SUCCESSORS AND ASSIGNS

OWNER and (ARCHITECT/ENGINEER), respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party in respect to all covenants of this Agreement. Neither OWNER nor (ARCHITECT/ENGINEER) shall assign, sublet, or transfer its interests in this Agreement without the written consent of the other.

ARTICLE X - INDEMNIFICATION AND HOLD HARMLESS

A. THE OWNER SHALL NOT BE LIABLE OR RESPONSIBLE FOR AND (ARCHITECT/ENGINEER) SHALL INDEMNIFY AND HOLD HARMLESS THE OWNER, ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, LIABILITIES, AND DAMAGES OF EVERY KIND, FOR INJURY TO OR DEATH OF ANY PERSON OR PERSONS AND FROM DAMAGE TO OR LOSS OF PROPERTY ARISING OUT OF NEGLIGENCE OR MISCONDUCT OF THE (ARCHITECT/ENGINEER). THIS INDEMNITY AND HOLD HARMLESS PROVISION SHALL NOT BE LIMITED BY THE SPECIFICATION OF INSURANCE COVERAGE REQUIRED TO BE MAINTAINED BY THE (ARCHITECT/ENGINEER). (ARCHITECT/ENGINEER) FURTHER AGREES TO OBTAIN IN WRITING FROM HIS CONTRACTORS, SUBCONTRACTORS, AND CONSULTANTS, THE SAME INDEMNITY AND AGREEMENT TO HOLD HARMLESS AS STATED ABOVE. THE (ARCHITECT/ENGINEER) SHALL PROCURE CONTRACTUAL LIABILITY INSURANCE COVERING ITS OBLIGATIONS SET FORTH IN THIS PARAGRAPH.

B. (ARCHITECT/ENGINEER) AGREES to comply with Federal laws or State Workman's Compensation laws which are applicable to the work required or performed under this contract and to pay or cause to be paid all compensation, medical or hospital bills which may become due or payable thereunder, and TO PROTECT AND INDEMNIFY THE OWNER FROM AND AGAINST ANY LIABILITY BY REASON OF INJURY TO EMPLOYEES OF (ARCHITECT/ENGINEER) OR SUBCONTRACTORS.

ARTICLE XI - CONTRACT AMENDMENT

Any modification of this contract shall be in writing and signed by both parties.

ARTICLE XII - VENUE

Venue over litigation concerning this Agreement is hereby fixed in Travis County, Texas.

ARTICLE XIII - AVAILABILITY OF FUNDS

This Agreement is subject to cancellation, without penalty, either in whole or in part, if funds are not appropriated by the Texas Legislature or otherwise made available to the Texas Parks and Wildlife for the specified services under this Agreement.

ARTICLE XIV - DISPUTES

The parties agree to enter into good faith negotiations in order to resolve any disputes which may arise under the terms of this Agreement. Should the parties be unable to reach a satisfactory solution to a dispute, the (ARCHITECT/ENGINEER) shall appeal the dispute to OWNER'S Director of Infrastructure Division by submitting the complaint in writing in accordance with the provisions of Chapter 2260 of the Texas Government Code and 31 Texas Administrative Code, Chapter 51, Sections 51.200 through 51.225. Pending final decision of a dispute hereunder, (ARCHITECT/ENGINEER) shall proceed with the performance of this Agreement in accordance with the Division Director's decision.

ARTICLE XV - 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 XVI - LEGALITY AND EXTENT OF AGREEMENT

If any of the provisions of this Agreement or the application thereof to any person or circumstance is rendered or declared illegal for any reason, or shall be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law. This Agreement represents the entire agreement of the parties and supersedes all prior negotiations, representations, and agreements, either written or oral.

ARTICLE XVII - FORCE MAJEURE

Each party will be excused from performance hereunder for any period and to the extent that it is prevented from performing any obligation pursuant hereto, in whole or in part, as a result of delays caused by one or more of the other parties or by an act of God, war, civil disturbance, court order, third party nonperformance, or other cause beyond its reasonable control (including, legislation enacted by the Texas legislature or any rule or regulation which makes it improbable for the OWNER to perform its obligations hereunder), and such nonperformance will not constitute a default hereunder.

ARTICLE XVIII - CERTIFICATIONS

A. By the signature hereon affixed, the (ARCHITECT/ENGINEER) hereby certifies that neither the (ARCHITECT/ENGINEER) nor the firm, corporation, partnership, or institution represented by the (ARCHITECT/ENGINEER) or anyone acting for such firm, corporation, or institution has violated the

antitrust laws of this state, codified in section 15.01, et. seq., Texas Business and Commerce Code, or the Federal antitrust laws.

B. By signing this Agreement, the (ARCHITECT/ENGINEER) affirms that it 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 award of this Agreement. Signing this agreement with a false statement shall void the Agreement.

C. By signature hereon, the (ARCHITECT/ENGINEER) hereby certifies that it is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code. Making a false statement as to corporate tax status is a material breach of contract.

D. Under Section 231.006, Texas Family Code, (ARCHITECT/ENGINEER) certifies that (ARCHITECT/ENGINEER) is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate. In addition, Section 231.006 also requires that a contract include the name and social security number of an individual owner, a sole proprietor and all partners, shareholders, or owners with an ownership interest of at least twenty-five (25) percent of the business entity entering into the contract. In compliance with such requirement, such required information is set forth below. If the certification required herein is shown to be false, (ARCHITECT/ENGINEER) is liable to the State of Texas for attorney's fees, costs necessary to complete the Agreement including the costs of awarding a second contract, and any other damages provided by law or contract.

E. (ARCHITECT/ENGINEER) certifies that it is in compliance with Texas Government Code, Title 6, Section 669.003, relating to contracting with a former executive head of a State agency. If section 669.003 applies, (ARCHITECT/ENGINEER) shall complete the following information:

Name of former executive: _____

Name of State agency: _____

Date of separation from State agency: _____

Position with (ARCHITECT/ENGINEER): _____

Date of employment with (ARCHITECT/ENGINEER): _____

E. The acceptance of funds by the (ARCHITECT/ENGINEER) or any other entity or person directly under this Contract, or indirectly through a subcontract under this Contract, shall constitute acceptance of the authority of the State Auditor to conduct an audit or investigation in connection with those funds. The (ARCHITECT/ENGINEER) acknowledges and understands that the acceptance of funds under this Contract shall constitute consent to an audit by the State Auditor, Comptroller or other agency of the State of Texas. The (ARCHITECT/ENGINEER) shall ensure that this paragraph concerning the State's authority to audit funds received indirectly by subcontractors through the (ARCHITECT/ENGINEER) and the requirement to cooperate is included in any subcontract it awards.

F. The undersigned is subject to Title VI of the Civil Rights Act of 1964, Section 504 or Rehabilitation Act of 1973, Title II of the Americans with disabilities Act of 1990, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, and offers all persons the opportunity to participate in programs or activities regardless of race, color, national origin, age, sex or disability. Further, it is agreed that no individual will be turned away or otherwise denied access to or benefit from any program or activity that is directly associated with a program on the basis of race, color national origin, age, and sex (in educational activities) or disability. The prime contractor shall ensure that this clause is included in all subcontracts.

IN WITNESS HEREOF the parties hereto have made and executed this contract, the day and year first written above:

ARCHITECT/ENGINEER:
HDR Engineering, Inc.

OWNER:
Texas Parks and Wildlife Department

By:

By:

Name

Stephanie Garrabrant-Sierra

Title

Manager, Contracting Branch
Infrastructure Division

Date

Date

E-mail address

OWNERSHIP:

_____ Name	_____ SSN	_____ %
_____ Name	_____ SSN	_____ %
_____ Name	_____ SSN	_____ %
_____ Name	_____ SSN	_____ %

*CONTRACTOR MUST PROVIDE, IN THE SPACE(S) PROVIDED ABOVE, THE NAME AND SOCIAL SECURITY NUMBER OF AN INDIVIDUAL OWNER, A SOLE PROPRIETOR AND ALL PARTNERS, SHAREHOLDERS, OR OWNERS WITH AN OWNERSHIP INTEREST OF AT LEAST TWENTY-FIVE (25) PERCENT OF THE BUSINESS ENTITY ENTERING INTO THIS CONTRACT.

Attachment 1

Schedule of Applicable Rates

ATTACHMENT 2

DRAWINGS & TECHNICAL SPECIFICATION ELECTRONIC FORMAT PROTOCOL

(ARCHITECT/ENGINEER) shall provide OWNER two sets of original construction drawings and two sets of technical specifications. One set of drawings shall be provided on size 24" x 36" reproducible vellum or mylar. The second set of drawings shall be provided on CD-ROM in Autodesk AutoCad (Release 2000i or R2005) .dwg format with all entities in model space, all externally referenced drawings bound, and including only Autodesk AutoCad menus and fonts. Facility designs shall be drafted on standardized TPWD prototypical sheets provided by OWNER in digital form. (ARCHITECT/ENGINEER) shall request the same from the Head of the Planning & Design Section, Infrastructure Division, (512) 389-8808. Both sets of technical specifications shall be provided on CD-ROM with one set of technical specifications in Adobe Acrobat.pdf file format and one set in MS Word 2003.doc format. Drawings and technical specifications shall exhibit all required professional seals. All documents provided in electronic format must comply with the following protocol:

The CD-ROM must comply with the Joliet extension of ISO 9660 and be written to the CD-ROM in "Disk at Once" mode. All files written to the CD-ROM must comply with the following path and file naming convention:

\Directory\Sub-directory\Software name\File name.Extension

Directory: Selected from the "Facility Abbreviation" column of the "Facility Abbreviation Legend" as shown on Exhibit "A" attached and incorporated for all purposes, for the location of concern. Example bastrp_p.043 for the Bastrop State Park.

Sub-directory: The six digit project number. Example: 101069

Software name: Use ACAD R2000i or ACAD R2005 for all Autodesk AutoCad drawings consistent with the release of Autodesk AutoCad used to create the drawing. One set of specifications shall be provided in MS Word 2003 format and one set in Adobe Acrobat 6.0 format.

File name:yyyymmddDTTNNXXII::

yyyymmdd: Year, month, and day the drawing or specification was completed.

D: Discipline code selected from the list shown on Exhibit "B" attached and incorporated for all purposes.

EXHIBIT 5.6

Blanket Professional Services

Design Deliverables



INFRASTRUCTURE DIVISION

Exhibit 5. Design Deliverables

The Architect/Engineer will deliver to the Owner the following, as applicable

A. Program/Preliminary Engineering Report

1. Review Project Scope, Budget and Schedule
2. Review Owner Provided Materials (OPM)
 - a) Record Drawings
 - b) Design Standards
3. Review existing facilities, systems, and conditions at the Project Location
4. Write a report for the Owner on each element of every scope
 - a) Confirm Proposed Project ID, (PPID) and Facility Needs ID (FNID) exist as described
 - b) Describe changed conditions.
 - c) Recommend scope revisions
 - d) Provide Sustainable Design Approach Narrative
 - e) Provide Basis of Design Summary
 - f) Provide Preliminary Cost Estimate
5. Submit report for Owners written approval.

B. Provide Schematic Design Documents

1. Standard TPWD cover sheet
 - a) Project information
 - b) SD phase clearly labeled
2. Site Plan(s)
 - a) Limits of work (including proposed phasing)
 - b) Facilities size and location
 - c) Preliminary circulation – walks, roads and parking
 - d) Preliminary landscape improvement plan
 - e) Drainage/grading
 - f) Utility plans
 - g) Demolition plan
3. Floor plans for each level (usually at 1/4" = 1' – 0")
 - a) Room names/numbers/schedules
 - b) Dimensions
4. Building Elevations
 - a) All primary elevations
 - b) Dimension heights
 - c) Note primary materials

5. Building Sections
 - a) Dimension heights
 - b) Note primary materials
6. Preliminary structural systems
 - a) Foundation plans
 - b) Framing plans
7. Preliminary MEP systems
 - a) Mechanical (HVAC, etc.)
 - b) Electrical
 - c) Plumbing
 - d) Sprinklers (fire suppression)
 - e) Security
 - f) Communications and data
 - g) Other systems
8. Other drawings as necessary to adequately present the concept plan and site analysis
9. Outline specification description of major materials and building systems
10. Code and regulatory analysis findings including occupancy classification, construction type, critical life safety and special issues
11. Construction Cost Estimate

C. Provide Design Development Documents

1. Standard TPWD cover sheet
 - a) Project information
 - b) DD phase clearly labeled
2. Architectural
 - a) Site Plan
 - i) Temporary facilities
 - (1) Limits of work
 - (2) Staging areas
 - (3) Spoils area
 - ii) Facilities
 - (1) Size
 - (2) Location
 - iii) Primary circulation
 - b) Floor plans for each level (usually at 1/4" = 1' – 0")
 - i) Room names/numbers/schedules
 - ii) Dimensions
 - c) Roof Plan
 - d) Ceiling Plans
 - e) Building elevations
 - i) All primary elevations
 - ii) Note materials
 - f) Building sections & wall sections
 - i) Dimension heights
 - ii) Note materials
 - g) Interior elevations

- h) Opening schedules
 - i) Doors
 - ii) Windows
 - iii) Hardware
- i) Architectural details
- j) Major materials and finishes
 - i) Finish Systems
 - ii) Finish Schedules
 - iii) Accessories
- 3. Landscape Plan
 - a) Landscape planting layout
 - b) Planting & tree protection details
 - c) Hardscape plan w/details
 - d) Irrigation system plan w/ details
 - e) Plan materials schedule(s)
- 4. Civil
 - a) Overall site plan showing total project
 - i) Existing conditions (as base)
 - ii) Construction limits, access and phasing
 - iii) Survey control information, monuments and benchmarks with coordinates and elevations
 - iv) Property lines with bearings, easements, utility corridors and setbacks
 - v) Proposed construction (i.e. outline of new structures, utilities, roadways, walks)
 - vi) Demolition / Recycling plan, as appropriate
 - vii) Geotechnical testing areas, boring locations, percolation test holes
 - b) Storm Water (Construction & Post Construction)
 - i) Erosion & sedimentation controls during construction (SWP3)
 - ii) Collection, treatment (i.e. settlement ponds), and layouts (plan and profile sheets, as appropriate)
 - iii) Structures plans, elevations and details
 - c) Utilities
 - i) Water systems and components: collection, treatment, and distribution layouts (plan and profile sheets, as appropriate)
 - ii) Wastewater disposal systems and components: location, size, and layouts (plan and profile sheets, as appropriate)
 - iii) System processes and flow diagrams
 - iv) Utilities (identified for removal or abandonment, as appropriate)
 - d) Details Sheets
 - i) Temporary
 - (1) silt fence
 - (2) storm water details
 - ii) Water
 - (1) trenching details
 - (2) thrust blocks
 - (3) water/sewer line crossings
 - (4) valves and boxes
 - (5) air release valves
 - (6) irrigation details

- (7) pressure relief valves
- (8) meters and boxes
- (9) pressure regulators
- (10) check valves and boxes
- (11) backflow preventers
- (12) piping connections
- (13) water well details
- (14) storage tank details
- (15) rain water collection system plans w/details
- iii) Wastewater
 - (1) trenching details
 - (2) thrust blocks
 - (3) water/sewer line crossings
 - (4) sewer cleanouts
 - (5) manholes
 - (6) valves and boxes
 - (7) sewage air release valves
 - (8) irrigation details
 - (9) pressure relief valves
 - (10) meters and boxes
 - (11) pressure regulators
 - (12) septic tanks
 - (13) absorption trenches
 - (14) distribution boxes
 - (15) piping connections
 - (16) lift station details
- 5. Structural
 - a) Foundation plans
 - b) Framing plans
 - c) Typical sections and details
 - d) Bracing system details
 - e) Structural calculations
 - f) Materials schedules (table)
 - g) General Notes
- 6. Mechanical
 - a) Floor plans (all levels) with zone layouts and one line diagrams of major duct runs
 - b) Enlarged plans of HVAC equipment rooms with equipment blocked out
 - c) Preliminary equipment criteria and schedules
- 7. Electrical
 - a) Power distribution site plans & floor plans
 - b) Lighting site plans & floor plans
 - c) Power one line/riser diagrams
 - d) Load calculations
 - e) Electrical Panels
 - f) Voice/video/data/security systems and/or empty raceway riser diagrams
 - g) Power fire alarms and voice/video/data/security layouts of typical areas
 - h) Lighting fixture schedules
 - i) Electrical and voice/vide/data/security rooms – typical layouts

- j) Electrical Details
- 8. Plumbing
 - a) Floor plans (all levels) one line diagrams of piping for various systems with preliminary pipe sizes
 - b) Schematic riser diagrams
 - c) Fixture schedules
- 9. Report/Design Manual
 - a) Basis of Design Narrative update
 - b) Updated Sustainable Design Approach Narrative
 - c) Code analysis update
 - d) Structural design criteria
 - e) Structural systems description
 - f) HVAC control philosophy and description
 - g) HVAC and electrical load calculation updates
 - h) Outline specifications
 - i) Update construction estimate
 - j) Estimate of Facility Operating Costs
- 10. Material Sample Boards
 - a) Major interior and exterior material selections

D. Provide Construction Documents

1. Based upon the approved design development phase drawings, submit for Owners approval plans, drawings, and specifications for the entire project to be used for construction. The Design Professional and Construction Manager shall not begin construction of the project until the Owners issues written approval and authorization to proceed.

EXHIBIT 5.7

Owner's Standard Building Codes Policy

Blanket Professional Services

Exhibit 5.7 will be incorporated the final Agreement.

TEXAS PARKS AND WILDLIFE DEPARTMENT STANDARD BUILDING CODES POLICY

Policy: Utilize standard building codes as a minimum requirement for all design and construction projects.

Purpose: The primary purpose of standardizing building codes is to protect the health, safety, and welfare of our external and internal customers.

Procedure:

1. All staff will utilize the following adopted Standard Building Codes in all design and construction work beginning on or after September 1, 2008.
 - A. INTERNATIONAL CODE COUNCIL ADOPTIONS
 - i. BUILDING CODE INTERNATIONAL BUILDING CODE **2006**
 - ii. STRUCTURAL CODE INTERNATIONAL BUILDING CODE **2006**
 - iii. PLUMBING CODE INTERNATIONAL PLUMBING CODE **2006**
 - iv. MECHANICAL CODE INTERNATIONAL MECHANICAL CODE **2006**
 - v. FIRE INTERNATIONAL FIRE CODE **2006**
 - vi. ENERGY CODE INTERNATIONAL ENERGY CODE **2006**
 - B. NATIONAL FIRE PROTECTION ASSOCIATION
 - i. ELECTRIC CODE NATIONAL ELECTRIC CODE **2008**
 - C. STATE ENERGY CONSERVATION OFFICE/TEXAS COMPTROLLERS OFFICE
 - i. ENERGY CODES FOR STATE BUILDINGS- Title 34, Part 1, Ch. 19, Subchapter C, Rule 19.31
 - D. ACCESSIBILITY CODES
 - i. AMERICANS WITH DISABILITIES ACT TITLE II
 - ii. TEXAS ACCESSIBILITY STANDARDS TDLR, ABA- Art. 9102
 - iii. PLAYGROUND GUIDELINES
 - a. ADAAG for Play Areas-Final Rule not yet adopted by the Department of Justice and TDLR Architectural Barriers. Variance required from TDLR at the time of this adoption.
 - iv. ADAAG for Recreational Facilities
 - a. Final Rule not yet adopted by the Department of Justice and TDLR Architectural Barriers. Variance required from TDLR at time of this adoption.
 - v. ADA Accessibility Guidelines for Outdoor Developed Areas
 - a. Proposed Rule, not yet adopted by the Department of Justice and TDLR Architectural Barriers. Variance required from TDLR at the time of this adoption.
 - E. PLAYGROUND SAFETY CODE
 - i. Public Playground Safety Handbook, U.S. Consumer Product Safety Commission.
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 specification for minimum compliance.