REQUEST FOR QUALIFICATIONS

BLANKET CONTRACTS - PROFESSIONAL ENGINEERING SERVICES

FOR

SURVEY AND MAPPING SERVICES

PRE-SUBMITTAL CONFERENCE: A Pre-submittal Conference will be held at 2:00 P.M. on Monday, March 25, 2019 at the Ed Werland Training Room located at TPWD Airport Commerce Park Location on 1340 Airport Commerce Drive (Building 6), Austin, Texas 78741. Although attendance at the Pre-submittal Conference is not mandatory, Respondents (including personnel responsible for preparing respondent’s response) are strongly encouraged to attend as important information regarding proposal qualifications, response requirements and details of the Program will be discussed.

RESPONSES DUE NO LATER THAN 2:00 P.M., April 18, 2019

TPWD POC: Will Andres, Contract Manager 512/389-4353
Or by email at: william.andres@tpwd.texas.gov

ISSUE DATE: March 14, 2019
TABLE OF CONTENTS

Section 1 - General Information & Requirements
1.1 General Information
1.2 Public Information
1.3 Type of Contract
1.4 Clarifications and Interpretations
1.5 Submission of Qualifications
1.6 Primary Point-Of-Contact
1.7 Prohibited Communications
1.8 Evaluation of Qualifications
1.9 Owner's Reservation of Rights
1.10 Acceptance of Evaluation Methodology
1.11 Pre-Submittal Conference
1.12 No Reimbursement for Costs
1.13 Eligible Respondents
1.14 Historically Underutilized Businesses’ Submittal Requirements
1.15 Certain Qualifications and Contracts Prohibited
1.16 State Registration of Design Professional Firms
1.18 HB 1295 – Certificate of Interested Parties
1.19 Debriefing Requests
1.20 Protest Procedures
1.21 Public Disclosure/News Releases
1.22 Note to Respondent
1.23 Non-appropriation of Funds

Section 2 - Executive Summary
2.1 Program Overview
2.2 Program Assumptions
2.3 Description of Services
2.4 Program Schedule

Section 3 - Requirements for Qualifications
3.1 Firm and Consultants Information
3.2 Criteria 1 – Statement of Qualifications
3.3 Criteria 2 - Ability to Provide Service from an Office within the Regions.
3.4 Criteria 3 – Performance on Past Projects.
3.5 Criteria 4 - Standard Form SF 330, Part I and Part II.
3.6 Criteria 5 - Quality Assurance / Quality Control
3.7 Execution of Response

Section 4 - Format for Response
4.1 General Instructions
4.2 Page Size, Binding, Dividers, and Tabs
4.3 Table of Contents
4.4 Pagination

Section 5 - Exhibits to the RFQ
5.1 Survey and Mapping – Draft Professional Services Agreement
5.2 Owner's Insurance Requirements
5.3 Standard Form SF330
5.4 Infrastructure Division - Geographic Regional Map
5.5 General Scope of Services
TEXAS PARKS AND WILDLIFE DEPARTMENT

REQUEST FOR QUALIFICATIONS
PROFESSIONAL SERVICES FOR
SURVEY AND MAPPING SERVICES

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 Survey and Mapping firm(s) ("Survey Professional") to provide Survey and Mapping Services for TPWD Facilities ("Facilities"), in accordance with the terms, conditions, and requirements set forth in this Request for Qualifications ("RFQ"). The Facilities are located in two (2) geographic Infrastructure Regions referred to herein as ("Regions"), reference Exhibit 5.4. The goal is to award indefinite quantity/indefinite delivery contracts referred to herein as “Blanket Contracts" to firms having offices within each Region. Blanket Contracts will be awarded for an initial two (2) year duration with one (1) - two (2) year extension option, for a maximum of four (4) years. Selection of the most highly qualified Professional will be based upon demonstrated competence and detailed credentials. Any contract entered into shall be based on fair and reasonable pricing to perform the Services as required by Title 10, Texas Government Code, §2254, et. seq. and under authority of Texas Parks and Wildlife Code, Title 2, Chapter 11.

1.1.1 This RFQ is the Owner’s process to select Professional Surveying and Mapping firms for the referenced Blanket Contract Program ("Program"). This RFQ will result in the selection of the most highly qualified respondents for each Region for further consideration based on the criteria listed herein.

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 may select a minimum of three (3) of the top-ranked respondents for each Infrastructure Region for further consideration.

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

1.2 TEXAS PUBLIC INFORMATION ACT: Information the Respondent provides to Texas Parks & Wildlife in response to this solicitation will be considered public and subject to disclosure under the Texas Public Information Act. However, certain information may be confidential and fall under an exception to disclosure under the Public Information Act such as proprietary information, trade secrets, and certain commercial and financial information where disclosure might cause "substantial competitive harm to your business". If the Respondent believes that his response to this solicitation contains confidential information in those categories, the Respondent must specifically document this at the top or bottom of each page that contains the information the
Respondent considers confidential. The Respondent’s documentation must include a statement that confidential information is contained on that page, refer to its exact location on the page, and describe the specific nature of the exception to the Texas Public Information Act that the Respondent believes applies to this information, i.e. copyrighted, trade secret, proprietary, financial etc. A general disclaimer that the Respondent’s response contains confidential information will not be sufficient to meet this requirement. If such documentation is not provided, Texas Parks and Wildlife Department will assume that all information provided in the response to this solicitation is releasable under the Act.

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

1.3 **TYPE OF CONTRACT:** Any contract resulting from this solicitation will be in the form of the Owner’s Standard Professional Service Agreement, reference Exhibit 5.1. The initial agreement will have no monetary value and because of the undetermined nature of the need for services, there is no guarantee of project assignments to the firms selected. The agreement is contingent upon the continued availability of funding. If funds become unavailable due to lack of appropriations, legislative budget cuts, amendment of the Appropriations act, state agency considerations, or any other disruption of current appropriations, provisions of Article 9 in the Professional Service Agreement shall apply.

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 check these websites for updates to the procurement and addenda prior to submitting a Response. All addenda 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 Addendum may be issued by the Point-Of-Contact (refer to 1.6) of for this RFQ, or via the TPWD Website at: [http://www.tpwd.state.tx.us/business/bidops/current_bid_opportunities](http://www.tpwd.state.tx.us/business/bidops/current_bid_opportunities), or via the Electronic State Business Daily (ESBD) web site of [http://esbd.cpa.state.tx.us/](http://esbd.cpa.state.tx.us/).

1.4.2 Failure to formalize the terms of the proposal by signing the Execution of Offer will result in disqualification of the proposal. Proposers must indicate in writing and offer alternative language to any terms that are not feasible with the submission of the proposal to this RFQ.

1.4.3 Respondents shall consider only those clarifications and interpretations that the Owner issues by addendum. 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 to this RFQ.

1.4.4 All discrepancies, omissions or questions shall be communicated in writing by 5:00 P.M., April 4, 2019 to the attention of Will Andres, Contract Manager at the address stated below or via e-mail at william.andres@tpwd.texas.gov or 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 P.M., April 18, 2019

Responses and Envelopes shall be clearly labeled and shall reference the following:

REQUEST FOR QUALIFICATIONS
BLANKET CONTRACTS - PROFESSIONAL SERVICES FOR SURVEY AND MAPPING SERVICES
INFRASTRUCTURE REGION(S) ______________________

Responses shall be addressed to: Will Andres, Contract Manager
Infrastructure Division
Texas Parks and Wildlife Department
4200 Smith School Road
Austin, Texas 78744

1.5.2 Respondents are advised that Texas Parks and Wildlife Department’s Headquarters Complex does not open until 8:00 A.M. Respondents should plan the delivery of their response accordingly. Responses shall be well organized to clearly demonstrate that they meet or exceed the minimum requirements contained in this RFQ and shall specifically address the evaluation criteria set forth herein. They shall be tabbed and ordered to address the matters set forth in the RFQ Response Requirements, Section 3, in the order appearing in that section.

1.5.3 Submit one (1) original and three (3) identical copies of Statement of Qualifications. An original signature must be included on the cover letter submitted with each copy. Respondent must indicate which response is the Original. Submit one digital copy on a CD/DVD or FLASH DRIVE in ADOBE® PDF format.

1.5.4 Responses received after the specified due date and time 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 unless they are clearly marked as a response to this RFQ.

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 responses 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. The exterior of the package must clearly identify the response deadline, the name and return address of the Respondent, and be identified as a Response to the RFQ for Blanket Contracts – Professional Services – Survey and Mapping Services.

1.5.8 Properly submitted Responses will be opened publicly and the names of the Respondents will be read aloud, recorded and confirmed by the Owner.
1.6 **POINT-OF-CONTACT:** The Owner designates the following person as its representative and 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 Point-of-Contact.

Will Andres, Contract Manager  
Infrastructure Division, Texas Parks and Wildlife Department  
4200 Smith School Road  
Austin, Texas  78744  
Phone: 512/389-4353  Fax: 512/389-4790  
e-mail: william.andres@tpwd.texas.gov

1.7 **PROHIBITED COMMUNICATIONS:** Upon issuance of this solicitation, TPWD, its representative(s), or partners will not answer questions or otherwise discuss the contents of this Solicitation with any potential Respondent or their representatives(s), except for the written inquiries described in Section 1.4.3. Attempts to ask questions by phone or in person will not be allowed or recognized as valid.

**Failure to observe this restriction may disqualify Respondent.** Respondent shall rely only on written statements issued through or by TPWD’s contracting staff. This restriction does not preclude discussions between affected parties for the purposes of conducting business unrelated to this solicitation.

1.8 **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 during the negotiation phase. All properly submitted Qualifications will be reviewed, evaluated, scored, and ranked by the Owner.

1.8.1 A Selection Committee chosen by Owner will evaluate and score each response based on the following criteria and point values (Reference Section 3, Requirements for Qualifications):

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Associated Points Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Criteria 1: Respondent’s statement of qualifications</td>
<td>40</td>
</tr>
<tr>
<td>Criteria 2: Respondent’s ability to provide service from an office within</td>
<td>20</td>
</tr>
<tr>
<td>the Region(s) and its availability to service the Region(s) for which</td>
<td></td>
</tr>
<tr>
<td>the Respondent is submitting a response.</td>
<td></td>
</tr>
<tr>
<td>Criteria 3: Respondent’s performance on past representative projects</td>
<td>25</td>
</tr>
<tr>
<td>Criteria 4: Standard Form SF 330, Part I and Part II</td>
<td>5</td>
</tr>
<tr>
<td>Criteria 5: Quality assurance / quality control</td>
<td>10</td>
</tr>
</tbody>
</table>

**SUBTOTAL** 100

Oral Presentation (if deemed necessary)  
25

**TOTAL** 125

1.8.2 Respondents with the highest scores may be notified and scheduled to participate in an oral presentation (if deemed necessary by the Owner) with the Selection Committee.
Additional information required to be provided during the presentation will be evaluated as part of the listed criteria.

1.8.3 **Respondents with the highest total score will be notified to submit their Schedule of Applicable Rates.** The Owner and the Successful Respondents shall enter into a Professional Services Agreement, reference Exhibit 5.1.

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

1.9 **OWNER’S RESERVATION OF RIGHTS:** The Owner may evaluate the Qualifications based on the anticipated completion of all or any portion of the Program. The Owner reserves the right to reject any and all Responses and re-solicit for new, or to reject any and all Responses and temporarily or permanently abandon the Program. Owner makes no representations, written or oral, that it will enter into any form of agreement with any respondent to this RFQ for any project and no such representation is intended or should be construed by the issuance of this RFQ.

1.10 **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.

1.11 **PRE-SUBMITTAL CONFERENCE:** A Pre-submittal Conference will be held at 2:00pm on March 25, 2019 at the Ed Werland Training Room located at TPWD Airport Commerce Park Location on 1340 Airport Commerce Drive (Building 6), Austin, Texas 78741. Although attendance at the Pre-submittal Conference is not mandatory, Respondents (including personnel responsible for preparing respondent’s response) are strongly encouraged to attend as important information regarding proposal qualifications, response requirements and details of the Program will be discussed.

1.12 **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.

1.13 **ELIGIBLE RESPONDENTS:** Only individual firms or lawfully formed business organizations may submit responses to this RFQ. (This does not preclude a Respondent from using consultants.) The Owner will contract only with the individual firm or formal organization that submitted the Statement of Qualifications.

1.14 **HISTORICALLY UNDERUTILIZED BUSINESSES’ REQUIREMENTS:** It is the policy of Texas Parks and Wildlife, to promote and encourage contracting and subcontracting opportunities for Historically Underutilized Businesses (HUB) in all contracts. In accordance with Chapter 2161 of the Texas Government Code and Title 34 of the Texas Administrative Code, state agencies must make good faith effort to utilize Historically Underutilized Businesses (HUBs) in contracts for professional services. **TPWD has determined subcontracting opportunities are NOT probable regarding this RFQ. Therefore, a HUB Subcontracting Plan (HSP) is NOT a required element of Qualifications.**

If it is anticipated that a single task order will exceed $100,000, then the Respondent shall be required to develop and submit a HUB Subcontracting Plan (HSP) with their fee proposal for that single task order and to comply with the HSP after it is accepted by the Owner and during the performance of the Task Order in accordance with TPWD policy.
1.15 **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.

1.16 **STATE REGISTRATION OF PROFESSIONAL FIRMS:** Respondents are advised that the Texas Board of Professional Land Surveying requires that any entity providing land surveying services to the public must register with the State Board. An entity is defined as a sole proprietorship, firm, partnership, corporation or joint stock association. All deliverable documents pertaining to this project shall be signed and sealed by a professional Land Surveyor registered in the state of Texas. Professional shall be licensed in their respective field in accordance with all State requirements.

1.17 **U.S. DEPARTMENT OF HOMELAND SECURITY’S E-VERIFY SYSTEM:** By entering into this contract, the Survey and Mapping firm certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security’s E-Verify system to determine the eligibility of:

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

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

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

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

1.18 **HB1295 CERTIFICATE OF INTERESTED PARTIES:** If a single task order is $1,000,000 or more, in accordance with 2252.908 of the Government Code, the awarded Survey and Mapping firm(s) must use the Texas Ethics Commissions Application to enter the required information on Form 1295. Awarded Design Professional(s) shall print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized.

The completed Form 1295 with the certification of filing must submitted with the task order proposal. Failure to timely meet this requirement may result in disqualification of the response. In such circumstances, TPWD shall be authorized to proceed with award to the next highest ranked respondent. Additional information can be found at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.
1.19 **DEBRIEFING REQUESTS:** A written request for a debriefing shall be directed to the Owner’s “Primary Point of Contact” identified in 1.6 of this RFQ; within thirty (30) calendar days following the date of award.

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

1.21 **PUBLIC DISCLOSURE/NEWS RELEASES:** No public disclosures or news releases pertaining to this solicitation shall be made without prior written approval of TPWD.

1.22 **NOTE TO RESPONDENT:** Any terms and conditions attached to a response will not be considered unless specifically referred to on this solicitation form and may result in disqualification of the response submission. If any respondent takes a ‘blanket exception’ to the entire solicitation or does not provide proposed alternative language, the Respondent’s response may be disqualified from further consideration.

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

**SECTION 2 – EXECUTIVE SUMMARY**

2.1 **PROGRAM OVERVIEW:** The Infrastructure Division of TPWD administers and manages the Department’s Capital Program for multiple facilities throughout the State, for repairs and development. The Surveying Section provides surveying services for Infrastructure Capital projects, and also provides boundary and mapping services across the agency as needed. TPWD is seeking to contract with qualified and experienced firms to provide survey and mapping services for its facilities. The Contracting Branch of Infrastructure has determined the best method of on-site services is to utilize designated “Infrastructure Regions” which organizes the State into two (2) geographic Regions. The two (2) geographic Regions are identified in Exhibit 5.4. It is the intent of the Owner to award a minimum of three (3) Blanket Contracts per Region for Survey and Mapping Services. The number of Blanket Contracts awarded remain solely in the Owner’s discretion. However, TPWD reserves the right to issue Task Order(s) to Survey Professional in any Region it deems necessary. Award of a Blanket Contract or subsequent task order assignment under a Blanket Contract will not disqualify a firm from responding to any future TPWD projects for which a project-specific RFQ may be issued.

2.2 **PROGRAM ASSUMPTIONS:** All work will comply with all applicable Federal, State and Agency standards.

2.3 **DESCRIPTION OF SERVICES:** The scope of services will vary from project to project. Upon identification of a need for services, Owner will request a proposal based on the negotiated schedule of applicable rates and upon acceptance of proposal, Owner will issue a Task Order. The size and quantity of Task Orders issued to a firm will vary depending on project need, schedule, the firm’s workload, and availability of funding. Owner will issue Task Orders to firms identified as most qualified based on the firm’s respective area of expertise, experience and ability to support the
project with proper staffing in the geographic area of the project. Each firm with a Blanket Contract may have a different volume or number of Task Orders since need and available funding may vary. Professional services for survey and mapping shall include all services and deliverables included in Exhibit 5.1 Draft Professional Services Agreement and Exhibit 5.5 Scope of Services.

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

- RFQ Issued: March 14, 2019
- Pre-submittal Conference: 2:00 P.M., March 25, 2019
- Deadline for Submission of Questions: 5:00 P.M., April 4, 2019
- Qualifications Due from Respondents: April 18, 2019

*Anticipated Contract Award and Notice to Proceed*: July 1, 2019

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

CONTINUED ON NEXT PAGE
SECTION 3 – REQUIREMENTS FOR QUALIFICATIONS

3.1 FIRM AND CONSULTANTS INFORMATION: 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. In addition to the information below, Standard Form 330 (Exhibit 5.3) and the Execution of Response shall be submitted with the Response. Incomplete Responses may be considered non-responsive and subject to rejection.

3.1.1 Provide the following information for the firm and proposed consultants
   3.1.1.1 Legal name of the company as registered with the Texas Secretary of State
   3.1.1.2 Company description
   3.1.1.3 Ownership, firm organization, key personnel and stability of firm
   3.1.1.4 Physical address of the office that will be providing services
   3.1.1.5 Mailing address
   3.1.1.6 Telephone and facsimile numbers
   3.1.1.7 E-mail address of company’s primary contact
   3.1.1.8 Names of top management and key employees and each person’s duties that will be assigned to this program. Include the background and experience of these employees.
   3.1.1.9 Staff size and availability
   3.1.1.10 Number of years in business
   3.1.1.11 Number of Employees by skill group

3.2 CRITERIA ONE: RESPONDENT’S STATEMENT OF 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). (FORTY (40) POINTS)

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 and technical qualifications and ability to undertake high quality work for TPWD. List various types of surveys the Firm can provide, and the resources available to provide such services.

3.2.3 Provide a graphic representation of the proposed team and their location, identifying key personnel of branch offices designated to service Region(s).

3.3 CRITERIA TWO: RESPONDENT’S ABILITY TO PROVIDE SERVICE FROM AN OFFICE WITHIN THE REGION(S) AND AVAILABILITY TO SERVICE THE REGION(S) FOR WHICH THE RESPONDENT IS SUBMITTING A RESPONSE. (TWENTY (20) POINTS)

3.3.1 Provide resumes indicating the experience, expertise, relevant certifications and licenses of the proposed members of the team, including their experience with similar programs within the last five (5) years and their number of years with the firm.

3.3.1 IS VALUED AT FIVE (5) OF THE POSSIBLE TWENTY (20) POINTS FOR 3.3 – CRITERIA TWO.

3.3.2 Clearly identify the members of the proposed team who worked on the listed projects in Criteria Four and describe their roles in those projects.

3.3.2 IS VALUED AT FIVE (5) OF THE POSSIBLE TWENTY (20) POINTS FOR 3.3 – CRITERIA TWO.
3.3.3 Notate the office location(s) within each Region(s) for which Respondent is submitting its response.

**3.3.3 IS VALUED AT TEN (10) OF THE POSSIBLE TWENTY (20) POINTS FOR 3.3 – CRITERIA TWO.**

3.4 **CRITERIA THREE: RESPONDENT’S PERFORMANCE ON PAST REPRESENTATIVE PROJECTS (TWENTY-FIVE (25) POINTS)**

3.4.1 List a maximum of seven (7) recently completed projects for which the firm has provided services that are most comparable to this program in scope and style. Include the various project types referenced in 3.2.2. 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 survey (Boundary, Topographic, Mapping)
3.4.1.4 Description of services that the Firm provided for the project
3.4.1.5 Name of Project Surveyor (individual responsible to the owner for the overall success of the project)

3.4.2 Submit a statement from the owner describing the firm’s performance on each of the projects identified in response to section 3.5.1 (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 consultant and consultant’s representative who served as the day-to-day liaison during the design 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 Provide a history of firm in complying with project programs, schedules, and budgets on previous TPWD or other governmental projects. Absence of prior TPWD or Government experience will not be considered detrimental to your Qualifications.

3.5 **CRITERIA FOUR: STANDARD FORM SF330 PART I AND PART II (FIVE (5) POINTS)**

3.5.1 Provide Standard Form 330 Part I and Part II: Texas Parks and Wildlife Department is interested in the prospective firm’s history and success with similar programs, budgets, and/or clients as the program described in this request and evidence of meeting preferred qualifications above. List no more than five (5) projects meeting these criteria, completed in the last five (5) years.
3.6 CRITERIA FIVE: QUALITY ASSURANCE/QUALITY CONTROL (TEN (10) POINTS):

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

3.6.2 Respondent shall provide details of its quality requirements and the procedures used to maintain quality assurance for all survey deliverables.

3.6.3 The respondent shall describe the firm’s policy regarding establishing quality control processes similar to ISO 9000 and other in-place controls for adherence to quality, safety, budget, and schedule.
3.7 EXECUTION OF RESPONSE (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 §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, Reference Exhibit 5.2, Owner’s Insurance Requirements.

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 material 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 111.2.

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

Name of former executive: __________________________
Name of State agency: __________________________
Date of separation from State agency: __________________________
Position with Respondent: __________________________
Date of employment with Respondent: __________________________

3.7.10.2 “Under §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.”

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

3.7.10.4 “Under §2155.006, Texas Government Code, the Respondent or applicant certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.”
3.7.10.5 “Under §2254.004, Texas Government Code, the Respondent or applicant certifies that each individual or business entity which is an engineer proposed by Respondent as a member of the team was selected based on competence and qualifications only.”

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 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.

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

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

3.7.17 Pursuant to Texas Government Code, Title 10, Subchapter F, §§ 2270.001-2270.002, TPWD may not enter into a contract with a company (as defined by Texas Government Code, Title 8, Subchapter A, § 808.001) that boycotts Israel. By signing this bid, Respondent verifies that in accordance with Texas Government Code, Title 10, Subchapter F, §§ 2270.001-2270.002, Respondent:
3.7.17.1 1. Does not boycott Israel; and
3.7.17.2 2. Will not boycott Israel during the term of the contract.

3.7.18 Pursuant to Texas Government Code, Title 10, Subchapter F, §§ 2252.151-2252.154, TPWD may not enter into a contract with a company (as defined by Texas Government Code, Title 8, Subchapter A, § 806.051) that is identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Texas Government Code, §§ 806.001, 807.051 or 2252.153. By signing this bid, Respondent certifies that it is not a company identified on a list as prepared and maintained by the Texas Comptroller of Public Accounts pursuant to Texas Government Code, §§ 806.001, 807.051 or 2252.153.
3.7.19 By signature hereon, Respondent acknowledges that Texas Government Code, Title 10, Subchapter F, §§ 2252.201-2252.205 requires that all iron or steel products produced through a manufacturing process used in this project must be produced in the United States.

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

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

3.7.22 Prior to awarding state funds for goods and/or services rendered, the State of Texas will conduct a required search of your firm using the Federal System for Award Management (SAM). This is a Federal government maintained database that records and tracks organizations, either known to or suspected of contributing to terrorist organizations. No state funds may be paid to an individual or firm whose name appears on this list. TPWD reserves the right, in its sole discretion, to deny and/or exclude any individual or firm from an award whose name appears on this list.

Respondent shall indicate, by checking the table below, each Region(s) to which they are responding. Respondent may elect to submit its qualifications for multiple Regions. Owner reserves the right to award a contract for any or all Region(s) to which a response is provided. Owner reserves the right to issue Task Order(s) to Survey Professional in any Region it deems necessary.

**QUALIFICATIONS TO BE CONSIDERED FOR SURVEY AND MAPPING SERVICES IN THE FOLLOWING REGIONS:**

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<thead>
<tr>
<th>REGION I</th>
<th>REGION II</th>
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**RECEIPT IS HEREBY ACKNOWLEDGED OF THE FOLLOWING ADDENDA TO THIS RFQ (INITIAL IF APPLICABLE)**

No. 01  No. 02  No. 03  No. 04  No. 05  No. 06
The Respondent must complete, sign and return this Execution of Response as part of their response. The Respondent's company official(s) who are authorized to commit to such a response must sign response. Failure to sign and return this form will subject the response 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 in accordance with 3.8.10.2:

<table>
<thead>
<tr>
<th>Name</th>
<th>Social Security Number</th>
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Submitted and Certified By:

<table>
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<th>Respondent's Name</th>
<th>Title</th>
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<th>City, State, Zip Code</th>
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<th>Authorized Signature</th>
<th>Date</th>
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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 assembled in a simple, economical and environmentally friendly manner with no metal spiral bindings.

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 Responses shall include an organized, paginated “Table of Contents” corresponding to each section of the Response.

4.4 PAGINATION:
4.4.1 Number all pages of the response sequentially using Arabic numerals (1, 2, 3, etc.); the Respondent is not required to any other attachments provide as part of this RFQ.

SECTION 5 - EXHIBITS TO THE RFQ

5.1 Survey and Mapping Services – Draft Professional Services Agreement
5.2 Owner’s Insurance Requirements
5.3 Standard Form 330 (SF330)
5.4 Infrastructure Division - Geographic Map
5.5 General Scope of Services

— END —
Exhibit 5.1

Survey and Mapping Services – Draft Professional Services Agreement
TEXAS PARKS AND WILDLIFE DEPARTMENT

STATEWIDE BLANKET – SURVEY AND MAPPING SERVICES

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS

§

COUNTY OF TRAVIS

§

THIS AGREEMENT made, and entered into the____ day of______ 2019, by and between the TEXAS PARKS AND WILDLIFE DEPARTMENT, 4200 Smith School Road, Austin, Texas 78744, hereinafter "Owner", and, __________________________, hereinafter "Surveyor",

WITNESSETH

WHEREAS, under Government Code, Chapter 2254, Subchapter A, “Professional Services Procurement Act,” provides for the procurement of Engineering services. Owner intends to obtain certain professional services in connection with certain Public Works Projects at various Texas Parks and Wildlife locations throughout the State of Texas, as evidenced in writing by "Task Orders"; and

WHEREAS, it is mutually agreed that Surveyor shall provide professional survey and mapping services as herein described for the Projects in State Park Region(s) __________ as required by each Task Order; and the Surveyor has agreed to provide the professional services subject to the terms and conditions hereinafter set forth. Surveyor acknowledges and agrees that nothing in this Agreement confers any right to, expectation or, or guarantee of, a minimum number of Task Orders or amount of Work.

WHEREAS, all terms and conditions of the Request for Qualifications documents, including, but not limited to insurance requirements and Scope of Work are hereby incorporated by reference into this Contract Number________. In the event that there is a conflict between the contract documents, this Contract and its attachments take priority over all other documents. Following the Contract in order of priority is: Request for Qualifications and Contract Documents, Task Orders, Task Order proposals, Surveyor’s Response to the Request for Qualifications.

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

ARTICLE 1 EMPLOYMENT OF SURVEYOR

All engineering services shall be performed by a professional engineer registered in the State of Texas. Owner and Surveyor agree Surveyor is an independent Surveyor and not an agent of Owner and Surveyor agrees to perform professional survey and mapping services in connection with any Task Order as described below, and for having rendered such services, Owner agrees to pay to Surveyor compensation as stated herein, subject to the terms and conditions hereof.
1.1 Scope of Services

The scope of professional services of the Surveyor will include those services set forth in future individual Task Orders, which will reference this Agreement for all purposes. A list of services that maybe required are included in Scope of Work.

1.2 Surveyor’s Responsibilities

1.2.1 The specific scope of professional services for each project to be performed by the Surveyor shall be determined in advance and in writing between the Owner and the Surveyor. These services shall be set forth in individual Task Orders, which are to be attached and incorporated in this Agreement for all purposes.

a. TPWD may, at its sole discretion, require an initial pre-proposal site meeting with the Surveyor to confirm and revise the scope of work for the project(s) and the preliminary estimate of cost for project construction. Surveyor cannot be compensated for the site meetings if required. Participation in a pre-proposal site meeting is not a guarantee or promise of a task order award.

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.

In response to the RTOP, the Surveyor shall provide Owner with a written project proposal. The project proposal shall include:

a. A brief narrative that reflects its understanding of the project scope of work.

b. A detailed scope of all services anticipated including, but not limited to, an estimated number of site visits.

c. A preliminary schedule detailing the duration of activities necessary for accomplishing the services to be provided.

d. A fee proposal of the total fee that includes a breakdown of the number of hours (by pre-priced specialty) required to complete this project including schedule of services and fees.

e. A description of the total amount of reimbursable expenses anticipated including a "Not to Exceed" estimate.

1.2.2 The Owner shall review Surveyor’s Project Proposal and negotiate any changes, clarifications, or modifications thereto. The Surveyor 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.

1.2.3 Upon approval of the Project Proposal by the Owner, the Owner shall issue an Authorization to Proceed. The Authorization to Proceed authorizes the Surveyor to begin the work identified in the Project Proposal and shall include a Purchase Order number for the Task Order specific to the project.

1.2.4 It is the policy of Owner to promote and encourage contracting and subcontracting opportunities for Historically Underutilized Businesses (HUB) in all contracts. If a single Task Order is anticipated to exceed $100,000 and the Owner determines that subcontracting opportunities are probable, Surveyor agrees to allocate work to consultants that are Historically Underutilized Businesses in accordance with Owner’s policy and the HUB Subcontracting Plan (HSP) submitted and approved.
prior to award of the Task Order. The Surveyor shall administer this approved HSP throughout the Project and no changes shall be made to the HSP without written approval by Owner. While this Agreement is in effect and until the expiration of one year after final completion of the final Task Order issued pursuant to this Contract, Owner may require information from Surveyor, and may conduct audits, to assure that the HSP is followed.

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

1.2.5 Surveyor shall allocate adequate time, personnel and resources as necessary to perform its services. Changes of Surveyor's key personnel identified in Surveyor's response to the Request for Qualification shall not be made without prior written approval of the Owner. Owner may request that Surveyor replace unsatisfactory personnel, which request shall not be unreasonably denied.

1.3 Survey and Mapping Services - Boundary Survey Specifications

1.3.1 When requested by the Owner, the Surveyor shall perform Survey and Mapping Services as hereinafter stated and as provided in individual Task Orders. Surveyor 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 the customarily accepted good State of Texas professional practices as exhibited by other professionals engaged in similar work in similar locales. If the Surveyor fails to meet the foregoing standard, Surveyor will 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 Surveyor's failure to comply with the above standard, and any and all costs and/or losses incurred by Owner as a result of such errors, omissions or deficiencies may be deducted from Surveyor's compensation due under this Agreement and Surveyor shall reimburse Owner for any and all such costs and/or losses in excess of Surveyor's compensation due under this Agreement.

1.3.2 Requests for particular surveying and mapping services will come from the following: Primary Point of Contact shall be Owner's Project Manager.

Boundary surveys will comply with, but may not be limited to the following specifications:

1.3.3 Survey horizontal control will be based on NAD83 (2011) Epoch:2010 State Plane Coordinates derived from static GPS control sessions, unless other suitable horizontal datum is requested. Any required elevations will be based on NAVD88 datum, using Geoid 12A, unless other suitable vertical datum is requested. Verify required control criteria with the TPWD Survey Section Head prior to commencement of survey.

1.3.4 Survey procedures and prepared plats will be in compliance with the rules of the Texas Board of Professional Land Surveyors. The survey plat, map or report shall bear the name of the TPWD facility, the name, address, telephone number, and signature of the professional land surveyor who performed the survey, his or her official seal and registration number, the date the survey was completed, and the dates of all of the surveyor's revisions. The boundary survey plat shall be drawn to a convenient scale, with that scale clearly indicated, along with a graphic scale shown in feet. Symbols or abbreviations used shall be identified on the face of the plat or map by use of a legend or other means. If necessary for clarity, supplementary or exaggerated diagrams shall be presented accurately on the plat or map. The standard survey plat size will be ANSI D, but may vary when necessary or practical.
1.3.5 The scope and content of the survey plat shall be in substantial compliance with the 2011 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Survey, Sections 3-6. Survey plats will also include Texas State Plane grid coordinates provided on at least two adjoining boundary corners. Verify the specific project survey scope and content with the TPWD Survey Section Head prior to commencement of survey.

1.3.6 If necessary, TPWD will provide official bronze caps and/or TPWD aluminum caps for corner monumentation - verify project specific monumentation requirements with the TPWD Survey Section Head prior to commencement of survey. TPWD will provide any available record boundary information, but Surveyor will be responsible for record research of project site and adjoining properties, sufficient to determine boundary locations.

1.3.7 Surveyor will submit the following to the TPWD Survey Section Head upon completion of survey:

a. Final survey plat in AutoCAD 2010 format, along with an ascii point file and any associated or relevant referenced files.

b. Three originally signed and sealed sets of the survey plat and field note description.

c. A software generated GPS processing report which will verify the precision of control data used.

d. Copies of NGS control data sheets or other source information for control data used.

e. Copies of survey field book data.

f. A signed and sealed written Surveyor's Report describing the analysis and construction of the survey, its findings, and any problems or discrepancies encountered during the survey.

Additional particular specifications may be required as necessary. Verify the specific project survey scope and content with the TPWD Survey Section Head prior to commencement of survey.

1.4 Survey and Mapping Services - Topographic Survey Specifications

Topographic Surveys will comply with, but may not be limited to the following specifications:

1.4.1 Survey horizontal control will be based on NAD83(2011) Epoch:2010 State Plane Coordinates derived from static GPS control sessions, unless other suitable horizontal datum is requested. Elevations will be based on NAVD88 datum, using Geoid 12A, unless other suitable vertical datum is requested. Verify required control criteria with the TPWD Survey Section Head prior to commencement of survey.

1.4.2 Horizontal and vertical location of all man made improvements, including building structures, roads, paving, parking, ditches, culverts, fences, walkways, etc.

1.4.3 Horizontal and vertical location of all visible utilities, including water, sewer, storm sewer, gas, electric, etc. Provide pipe material, sizes, and elevations, including manhole rims and pipe invert, cleanouts, water valve nuts, inlets, culverts, etc. where possible, and height of overhead power when requested. Horizontal and vertical location of utility markings provided by underground utility locaters may also be required.

1.4.4 Location of trees 6 inches in diameter or greater, noting species and trunk diameter. In some instances, tree canopy diameters may be required, or in densely wooded areas tree envelopes may be substituted for individual trees.
1.4.5 Provide topographic/breakline information with sufficient detail to accurately generate 1 foot contours throughout survey scope area.

1.4.6 Any required survey plat, map or report shall bear the name of the TPWD facility, the name, address, telephone number, and signature of the professional land surveyor who performed the survey, his or her official seal and registration number, the date the survey was completed, the dates of all of the surveyor’s revisions. The topographic survey shall be drawn to a convenient scale, with that scale clearly indicated, along with a graphic scale shown in feet. Symbols or abbreviations used shall be identified on the face of the plat or map by use of a legend or other means. If necessary for clarity, supplementary or exaggerated diagrams shall be presented accurately on the plat or map. The standard survey plat size will be ANSI D, but may vary when necessary or practical.

1.4.7 Topographic surveys may require ties to TPWD facility boundary corners when corners are reasonably accessible.

1.4.8 Surveyor will submit the following to the TPWD Survey Section Head upon completion of survey:

a. Final survey plat in AutoCAD 2010 format, along with an ascii point file and any associated or relevant referenced files.

b. Three originally signed and sealed sets of the topographic survey map.

c. A software generated GPS processing report which will verify the precision of control data used.

d. Copies of NGS control data sheets or other source information for control data used.

e. Copies of survey field book data.

Additional particular specifications may be required as necessary. Verify the specific project survey scope and content with the TPWD Survey Section Head prior to commencement of survey.

ARTICLE 2 INSURANCE REQUIREMENTS

Insurance - See 5.2 of Request for Proposal, “Owner’s Insurance Requirements.”

ARTICLE 3 OWNER’S RESPONSIBILITY

The Owner’s Designated Representative will notify the Surveyor of services with as much advance notice as possible.

ARTICLE 4 CONTRACT TERM

The term of this Agreement shall begin on the date first written above and continue for a period of two (2) calendar years. This Agreement is subject to renewal at the option of the Owner for one (1) additional two (2) year extension.

This Agreement shall remain in full force and effect for the period required for the completion of any and all Task Order(s), including required extensions thereto, unless terminated pursuant to the provisions of this Agreement. At renewal, Surveyor may submit an updated Schedule of Applicable Rates to be incorporated into this Agreement.
ARTICLE 5  PRODUCTION SCHEDULE

The term of each individual Task Order shall begin upon issuance of a Notice of Award/Authorization to Proceed and continue until the project has been completed and accepted by Owner. Surveyor shall complete surveying and mapping services as set forth in individual Task Orders and shall prepare and submit to Owner written recommendations and reports as set forth in such Task Orders.

ARTICLE 6  PAYMENTS

6.1 Rates for Task Orders

6.1.1 Prior to entering into any agreement between Surveyor and Owner, and Surveyor and its consultants, Surveyor shall submit a full list of all personnel titles and the hourly billing rate for each which shall be attached hereto as an ATTACHMENT A - SCHEDULE OF APPLICABLE RATES.

The Surveyor shall be paid based on rates expended pursuant to this Agreement. Rates and fees are set forth in ATTACHMENT A and shall remain firm throughout the term of this Agreement.

Surveyor shall submit invoices directly to the Project Accountant using the Invoice Template and Travel Voucher (with receipts for reimbursables) attached hereto as ATTACHMENT C.

6.1.2 Payments under this Agreement will not exceed amount specified in each individual Task Order.

6.1.3 Payment shall be made monthly upon receipt and approval of properly executed invoices from the Surveyor. Invoices shall identify all tests as to type and quantity performed during the previous month and shall specify contract number billed and shall reference the Project Number. Owner’s representative will maintain on-going review and status of Surveyor’s progress toward completion of services and will certify whether Surveyor’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.

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

6.1.5 If an approved HSP is a requirement of a Task Order, Surveyor shall submit a copy of the current month’s Progress Assessment Report (PAR) with the invoice to document compliance with the HUB Subcontracting Plan.

6.2 Reimbursable Expenses:

6.2.1 Reimbursable expenses shall be calculated as an amount not to exceed 1.00 times the amounts actually expended by Surveyor, Surveyor’s employees and consultants in the interest of the Project.

6.2.2 Owner shall reimburse Surveyor for the services provided in accordance with this agreement. Payments to Surveyor, and other terms and conditions of this Agreement, as follows:

6.2.3 Owner shall reimburse Surveyor for direct non-labor subcontract expense at documented invoice cost, subject to Owner’s prior approval. Direct non-labor expense shall not include office supplies and general operating expenses. Invoices for reimbursable expenses shall include back up documentation to substantiate the costs for the expenses to be reimbursed.
6.2.4 Owner shall reimburse Surveyor the following expenses for Owner Authorized travel directly associated with surveying and mapping services and/or additional services as set out in the Task Order upon receipt of Surveyor’s documented invoice.

6.2.5 Travel Costs: Owner shall reimburse Surveyor the following expenses for Owner Authorized travel upon receipt of Surveyor’s documented invoice. Actual lodging, food, and mileage rates shall be the U.S General Services Administration (GSA) federal rate in effect at the time the Task Order is executed and the rates shall remain the same until the Task Order is complete. Lodging and food costs shall be reimbursed for **overnight travel only** (applicable when outside of Design Professional’s office for at least six consecutive hours). Transportation costs shall be reimbursed for travel only in excess of fifty (50) miles, one-way, from Surveyor’s office. State of Texas Transportation Rules: https://fmx.cpa.texas.gov/fmx/travel/textravel/trans/index.php.

a. Lodging: Surveyor shall be reimbursed up to the maximum U.S. General Services Administration (GSA) federal lodging rate for the city or county of the primary destination plus the applicable tax. The federal GSA standard rate shall apply if the city or county of the primary destination is not listed. Lodging expenses shall be documented by submittal of receipts with Surveyor’s invoice.

b. Food/Meals: Surveyor shall be reimbursed up to the maximum U.S. General Services Administration (GSA) federal rate for meals. Meal expenses shall be documented by submittal of receipts with Surveyor’s invoice. State travel expense reimbursement is not a per diem. The maximum should not be claimed unless the actual expenditures equal or exceed the maximum allowable rate.

c. Transportation: Surveyor shall be reimbursed mileage expenses not to exceed the maximum GSA federal rates which can be found at: https://fmx.cpa.state.tx.us/fm/travel/milerate/index.php.

d. Air Fare (Coach Class): Requires prior Owner approval. Surveyor shall be reimbursed for actual cost of coach class air fare documented by submittal of receipts with Surveyor’s invoice. The reimbursement may not exceed the cost of the lowest available airfare.

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

f. Reimbursable expenses do not include a meal, lodging or transportation expense, a personal expense, an expense that an individual would incur regardless of whether the individual were traveling on official state business, a tip or a gratuity. Texas Government Code Section 660.002(10).

**TOTAL REIMBURSABLE EXPENSES SHALL NOT EXCEED: Amount Specified in each Task Order.**

6.3 Payments Withheld

6.3.1 Under no circumstances shall Owner be obligated to make any payment (whether a progress payment or final payment) to Surveyor, if any one or more of the following conditions exist:
a. Surveyor is in breach or default under this Agreement;

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

c. Surveyor has failed to make payments promptly to consultants or other third parties used in connection with services for which Owner has made payment to Surveyor;

6.3.2 If Owner, in good faith, determines that the balance of the unpaid fees are not sufficient to complete the services in accordance with this Agreement; or if Surveyor has failed to achieve a level of performance necessary to maintain the project schedule.

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

ARTICLE 7 SURVEYOR ACCOUNTING RECORDS

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

7.2 Records of Surveyor’s costs, reimbursable expenses pertaining to the Project and payments shall be available to Owner or its authorized representative during business hours and shall be retained for seven (7) years after final Payment or abandonment of the Project, unless Owner otherwise instructs Surveyor in writing.

ARTICLE 8 OWNERSHIP AND USE OF DOCUMENTS

Reports and recommendations as instruments of service are and shall remain property of Surveyor whether the Project for which they are made is executed or not. Owner shall be permitted to retain copies, including reproducible copies, of reports and recommendations for information and reference in connection with Owner’s use and occupancy of the Project. Owner shall have an irrevocable, paid-up, and perpetual non-exclusive license and right, which shall survive the termination of this agreement, to use the reports and recommendations, including the originals thereof, and the information contained therein, for any purpose, regardless of whether Surveyor’s Agreement has been terminated. Surveyor shall not be liable for any changes made by Owner to the recommendations or for claims or actions arising from any such changes on projects in which Surveyor is not involved.

ARTICLE 9 TERMINATION OF AGREEMENT

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

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

9.3 A termination under this Article shall not relieve Surveyor or any of its employees of liability for violations of this Agreement, or any willful, negligent, or accidental act or omission of Surveyor. The provisions of this Article hereof shall survive the termination of this Agreement.

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

9.5 Upon receipt of termination notice, Surveyor shall: (1) immediately discontinue all services affected and undertake to terminate (unless the notice directs otherwise) and undertake to terminate any relevant Subcontracts and will incur no further expense related to this Agreement, and (2) deliver to Owner all data reports, and such other information and materials as may have been accumulated by Surveyor in performing this Agreement, whether completed or in progress. Upon such delivery to Owner, Surveyor shall be paid for the value of services rendered by Surveyor if the same are accepted and approved by Owner. All work produced shall be the sole property of Owner.

ARTICLE 10 SUCCESSORS AND ASSIGNS

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

ARTICLE 11 EXTENT OF AGREEMENT

This Agreement supersedes all prior agreements, written or oral, between Surveyor and Owner and shall constitute the entire Agreement and understanding between the parties with respect to the subject matter hereof. This Agreement and each of its provisions shall be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by Owner and Surveyor.

ARTICLE 12 MISCELLANEOUS PROVISIONS

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

12.2 Governing Law. This Agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas, without giving effect to principles of conflicts of laws.
12.3 Waivers. Nothing in this Agreement shall be construed as a waiver of the state's sovereign immunity. This Agreement shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies or immunities available to the State of Texas. The failure to enforce or any delay in the enforcement of any privileges, rights, defenses, remedies or immunities available to the State of Texas, Owner, or Surveyor under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies or immunities or be considered as a basis for estoppel. Neither Owner nor Surveyor waives any privileges, rights, defenses or immunities available to the Owner by entering into this Agreement or by its conduct prior to or subsequent to entering into this Agreement.

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

12.5 Independent Contractor. This agreement shall not render the Surveyor an employee, officer, or agent of the TPWD for any purpose. The Surveyor is and shall remain an independent contractor in relationship to the TPWD. The TPWD shall not be responsible for withholding taxes from payments made under the agreement. The Surveyor shall have no claim against the TPWD for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

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

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

12.8 Franchise Tax Certification. A corporate or limited liability company certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171 of the Texas Tax Code, or that the corporation or limited liability company is exempt from the payment of such taxes, or that the corporation or limited liability company is an out-of-state corporation or limited liability company that is not subject to the Texas Franchise Tax, whichever is applicable. Making a false statement as to corporate tax status is a material breach of Agreement.

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

12.10 Loss of Funding. Performance by Owner under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature") and/or allocation of funds by the Texas Parks and Wildlife Department (the "Department"). If the Legislature or Department fails to appropriate or allot the necessary funds, or fails to allocate the necessary funds, then Owner shall issue written notice to Surveyor and Owner may terminate this Agreement in accordance with Article 10. Surveyor acknowledges that appropriation, allotment, and allocation of funds are beyond the control of Owner.

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

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

12.13 Dispute Resolution. The dispute resolution process provided for in Chapter 2260 of Texas Gov’t Code and TPWD regulations shall be used by TPWD and the Respondent to resolve all disputes arising under this contract. Surveyor shall comply with such rules, as revised from time to time.

The dispute resolution process provided for in Chapter 2260 and TPWD regulations shall be used, as further described herein, to attempt to resolve any claim for breach of contract asserted by the Surveyor under the Contract. If the Surveyor's claim for breach of Contract cannot be resolved by the Parties in the ordinary course of business, it shall be submitted to the negotiation process provided in Chapter 2260. To initiate the process, the Surveyor shall submit written notice, as required by Chapter 2260. The notice shall also be given to the individual identified in the Contract for receipt of notices. Compliance by the Surveyor with Chapter 2260 is a condition precedent to the filing of a contested case proceeding under Chapter 2260.

The contested case process provided in Chapter 2260 is the Surveyor's sole and exclusive process for seeking a remedy for an alleged breach of Contract by TPWD if the Parties are unable to resolve their disputes as described above.

Compliance with the contested case process provided in Chapter 2260 is a condition precedent to seeking consent to sue from the Legislature under Chapter 107, Civil Practices and Remedies Code. Neither the execution of the Contract by TPWD nor any other conduct of any representative of TPWD relating to the Contract shall be considered a waiver of sovereign immunity to suit.

Notwithstanding any other provision of the Contract to the contrary, unless otherwise requested or approved in writing by TPWD, the Surveyor shall continue performance and shall not be excused from performance during the period any breach of contract claim or dispute is pending under either of the above processes; however, the Surveyor may suspend performance during the pendency of such claim or dispute if the Surveyor has complied with all provisions of Gov’t Code §2251.051, and such suspension of performance is expressly applicable and authorized under that law.

12.14 Notices. All notices, consents, approvals, demands, requests or other communications provided for or permitted to be given under any of the provisions of this Agreement shall be in writing and shall be deemed to have been duly given or served when delivered by hand delivery or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid, or to such person or address as may be given in writing by either party to the other in accordance with the aforesaid. Any written notices required under this Agreement will be by hand delivery to Survey Firm’s office address specified on page of this Agreement or by U.S. Mail, certified, return receipt requested, to TPWD, Attention: Infrastructure Division, 4200 Smith School Road, Austin, TX 78744. Notice will be effective on receipt by the affected party. Either party may change the designated notice address in this Section by written notification to the other party.

12.15 Authority to Act. Surveyor warrants, represents, and agrees that (1) it is a duly organized and validly existing legal entity in good standing under the laws of the state of its incorporation or organization;
(2) it is duly authorized and in good standing to conduct business in the State of Texas; (3) it has all necessary power and has received all necessary approvals to execute and deliver this Agreement; and (4) the individual executing this Agreement on behalf of Surveyor has been duly authorized to act for and bind Surveyor.

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

12.17 Noncollusion. The Surveyors warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Surveyor, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or Surveyor any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this agreement.

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

12.18 Gratuities. Texas Parks and Wildlife Department policy mandates that employees of TPWD shall not accept any benefit, gift or favor from any person doing business with or who reasonably speaking may do business with the State under this contract. The only exceptions allowed are items that have received the advance written approval of the Executive Director of Texas Parks and Wildlife Department.

Any person doing business with or who reasonably speaking may do business with the State under this agreement may not make any offer of benefits, gifts or favors to department employees, except as mentioned above. Failure on the part of Surveyor to adhere to this policy may result in the termination of this agreement.

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

12.20 Buy Texas. In accordance with §2155.441, Gov’t Code, the Surveyor shall, in performing any services under the Agreement, purchase products and materials produced in Texas when they are available at a comparable price and in a comparable period of time to products and materials produced outside of Texas.

12.21 Former Agency Employees: In accordance with Section 2252.901 of the Texas Government Code, Respondent represents and warrants that for professional services contracts as described by Chapter 2254 of the Texas Government Code, if a former employee of the Agency was employed by Respondent within one year of the employee’s leaving the Agency, then such employee will not perform services on projects with Respondent that the employed by the Agency.

12.22 Standard of Care for Architectural and Engineering Contractors: Pursuant to Section 2254.031 of the Texas Government Code, which incorporates by reference Section 271.904(d) of the Texas Local Government Code, Respondent shall perform services (1) with professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license, and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect:

ARTICLE 13  OTHER CONDITIONS OR SERVICES

Owner and Surveyor hereby agree to the full performance of the covenants contained herein.

13.1  Surveyor’s Services are those services described in Article I, for which compensation is provided in this Agreement.

13.3  Cooperation. All project managers, employees, and associated subcontractors shall cooperate with and assist each other and all other Contractors and design professionals retained by Owner. Surveyor agrees to conduct all of its services under this Agreement by and through appropriate communications with the ODR. No work, installation or other services shall be undertaken by Surveyor except with the prior written authorization of the Owner. Surveyor understands and agrees that work, installation or other service performed without the prior written authorization of the Owner is work outside the scope of this Agreement and shall be performed exclusively at Surveyor’s risk.

ARTICLE 14  INDEMNIFICATION AND LIABILITY:

14.1  Acts or Omissions: SURVEYOR SHALL INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS, TPWD, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF THE SURVEYOR OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY THE SURVEYOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SURVEYOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. SURVEYOR AND TPWD AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

14.2  Infringements:

14.2.1.  SURVEYOR SHALL INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS, TPWD, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL THIRD PARTY CLAIMS INVOLVING INFRINGEMENT OF UNITED STATES PATENTS, COPYRIGHTS, TRADE AND SERVICE MARKS, AND ANY OTHER INTELLECTUAL OR INTANGIBLE PROPERTY RIGHTS IN CONNECTION WITH THE PERFORMANCES OR ACTIONS OF THE SURVEYOR PURSUANT TO THIS CONTRACT. SURVEYOR AND TPWD AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. SURVEYOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY SURVEYOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SURVEYOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL.

14.2.2.  Surveyor shall have no liability under this Section if the alleged infringement is caused in whole or in part by: (i) use of the product or service for a purpose or in a manner for which the product or service was not designed, (ii) any modification made to the product without Surveyor’s written approval, (iii) any modifications made to the product by the Surveyor
pursuant to Customer's specific instructions, (iv) any intellectual property right owned by
or licensed to Customer, or (v) any use of the product or service by Customer that is not in
conformity with the terms of any applicable license agreement.

14.2.3. If Surveyor becomes aware of an actual or potential claim, or Customer provides Surveyor
with notice of an actual or potential claim, Surveyor may (or in the case of an injunction
against Customer, shall), at Surveyor's sole option and expense; (i) procure for the
Customer the right to continue to use the affected portion of the product or service, or (ii)
modify or replace the affected portion of the product or service with functionally equivalent
or superior product or service so that Customer's use is non-infringing.

14.3 Compensation/Unemployment Insurance – Including Indemnity:

14.3.1. SURVEYOR AGREES AND ACKNOWLEDGES THAT DURING THE
EXISTENCE OF THIS CONTRACT, SURVEYOR SHALL BE ENTIRELY
RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF SURVEYOR'S AND
SURVEYOR'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF
THE PERFORMANCES IN THIS CONTRACT. SURVEYOR AGREES TO
COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY
SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES,
INSURANCE, AND WORKERS' COMPENSATION. TPWD AND/OR THE
STATE SHALL NOT BE LIABLE TO THE SURVEYOR, ITS EMPLOYEES,
AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION
OF UNEMPLOYMENT INSURANCE AND/ OR WORKERS' COMPENSATION
OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF
ANOTHER GOVERNMENTAL ENTITY CUSTOMER.

14.3.2. SURVEYOR AGREES TO INDEMNIFY AND HOLD HARMLESS TPWD, THE
STATE OF TEXAS AND/OR THEIR EMPLOYEES, AGENTS,
REPRESENTATIVES, SURVEYOR, AND/OR ASSIGNEES FROM ANY AND
ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL
RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES, RELATING TO TAX
LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION IN ITS PERFORMANCE UNDER THIS CONTRACT.
SURVEYOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED
BY VENDOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN
TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT
AND SURVEYOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT
FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE
ATTORNEY GENERAL. SURVEYOR AND TPWD AGREE TO FURNISH
TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

ARTICLE 15 CONTRACT AMENDMENT

Any amendment to this Agreement shall be in written notice signed by both parties.

ARTICLE 16 APPLICABLE LAWS AND VENUE

Surveyor agrees that the Agreement in all respects shall be governed by and construed in accordance with
the laws of the State of Texas, except for its provisions regarding conflicts of laws. The Surveyor also
agrees that the exclusive venue and jurisdiction of any legal action or suit concerning TPWD under this
Agreement is, and that any such legal action or suit shall be brought, in a court of competent jurisdiction in
Travis County, Texas.
ARTICLE 17  RIGHT TO AUDIT/RECORDS RETENTION

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

ARTICLE 18  FEDERALLY FUNDED PROJECTS

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

ARTICLE 19   FEDERAL, STATE AND LOCAL REQUIREMENTS

Surveyor shall demonstrate on-site compliance with the Federal Tax Reform Act of 1986, Section 530 of the Revenue Act of 1978, dealing with issuance of Form W-2’s to common law employees. Surveyor is responsible for both federal and State unemployment insurance coverage and standard Worker’s Compensation insurance coverage. Surveyor shall comply with all federal and State tax laws and withholding requirements. The State of Texas shall not be liable to Surveyor or its employees for any Unemployment or Worker’s Compensation coverage or federal or State withholding requirements. Surveyor shall indemnify the State of Texas and shall pay all costs, penalties or losses resulting from Surveyor’s omission or breach of this Section.

ARTICLE 20  CIVIL RIGHTS

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

ARTICLE 21 DECEPTIVE TRADE PRACTICES; UNFAIR BUSINESS PRACTICES

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

ARTICLE 22 EQUAL OPPORTUNITY

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

ARTICLE 23 FORCE MAJEURE

The Owner may grant relief from performance of contract if the Surveyor is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of Surveyor. The burden of proof for the need of such relief shall rest upon the Surveyor. To obtain release based on force majeure, the Surveyor shall file a written request with the Owner.

ARTICLE 24 FELONY CRIMINAL CONVICTIONS

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

ARTICLE 25 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 26 EXTENT OF AGREEMENT

This Agreement supersedes all prior agreements, written or oral, between Surveyor and Owner and shall constitute the entire Agreement and understanding between the parties with respect to the subject matter hereof. This Agreement and each of its provisions shall be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by Owner and Surveyor.

ARTICLE 27 REMEDIES

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

ARTICLE 28  U.S. DEPARTMENT OF HOMELAND SECURITY’S E-VERIFY SYSTEM

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

(a) All persons employed to perform duties within Texas, during the term of the Contract; and
(b) All persons (including subcontractors) assigned by the Respondent to perform work pursuant to the Contract, within the United States of America.

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

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

ARTICLE 28  INTERNET-BASED PROJECT MANAGEMENT SYSTEMS

At its option, Owner may administer its design and construction management through an Internet-based management system. In such cases, Design Professional shall conduct communication through this media and perform all Project related functions utilizing this database system. This includes correspondence, submittals, Request for Information, vouchers or payment request and processing, amendments, Change Orders and other administrative activities.

ARTICLE 29  LIST OF EXHIBITS

The following exhibits are fully incorporated into the Agreement by reference:

Attachment A – Fee Proposal and Schedule of Applicable Rates

Attachment B – Owner’s Insurance Requirements

Attachment C – Invoice Template and Travel Voucher

[SIGNATURES PROVIDED ON FOLLOWING PAGE]
IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the day and year first written above.

Attest:
(Corporate Seal)

Name
Address
City, State, Zip

By: ____________________________
Name: __________________________
Title: ___________________________
Date: ___________________________

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

By: ____________________________
Name: __________________________
Title: ___________________________
Date: ___________________________
Attachment A

Schedule of Applicable Rates
Attachment B

Owner’s Insurance Requirements of Surveyor
Attachment C

Invoice Template and Travel Voucher
**Company Name**
Second Vendor Name, if needed

**Company Address**
City, State, Zip code
Tel: 123.456.7890 Fax: 123.456.7890
www.companywebsite.com

Invoice

Invoice #:  
Invoice Date:  
Invoice Service Dates:  
TPWD Project #:  
Project Location:  
Contract/PO#:  
Description of Task:  

*ALL FIELDS ABOVE MUST BE COMPLETE*

<table>
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<th>Item</th>
<th>Contract Limit*</th>
<th>Previously Drawn**</th>
<th>Amount This Draw**</th>
<th>Drawn to Date</th>
<th>% Drawn to Date</th>
<th>Contract Amount Remaining</th>
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Please attach TPWD Travel Vouchers with receipts for reimbursables, in accordance with your agreement.

**Filled out by TPWD**

**Filled out by Vendor**
<table>
<thead>
<tr>
<th>DATE</th>
<th>DESCRIPTION (Meals/Lodging/Transportation)</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>TOTAL</th>
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</tbody>
</table>

ATTACH ALL ITEMIZED, ZERO BALANCE RECEIPTS FOR THIS TRIP TO THE TRAVEL VOUCHER

I certify the above expenses were incurred by me or a representative of my company in fulfillment of my duties to Texas Parks and Wildlife, and the amounts shown conform to reimbursable regulations set forth by contract.

Authorized By:

(20181127)
Exhibit 5.2

Owner’s Insurance Requirements
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 in which the work is to be performed and rated no less than A-: VII in the most current edition of A. M. Best's Key Rating Guide.

3.3 **Restrictive, Limiting, or Exclusionary Endorsements.** All insurance coverage shall be provided to the Owner Parties in compliance with the requirements herein and shall contain no endorsements that restrict, limit, or exclude coverage required herein in any manner without the prior express written approval of the Owner.

3.4 **Limits of Liability.** The limits of liability may be provided by a single policy of insurance but in no event shall the total limits of liability available for any one occurrence or accident be less than the amount required herein.

3.5 **Notice of Cancellation or Material Reduction in Coverage.** All insurance coverage shall contain the following express provision:

   In the event of cancellation, material change in coverage, or a non-renewal affecting the Owner as certificate holder, thirty (30) days prior written notice shall be given to the certificate holder.

3.6 **Waiver of Subrogation.** The Design Professional hereby agrees to waive its rights of recovery from the Owner Parties with regard to all causes of property and/or liability loss and shall cause a waiver of subrogation endorsement to be provided in favor of the Owner Parties on all insurance coverage carried by the Design Professional, whether required herein or not (except Design Professional's Professional Liability Insurance).

3.7 **Deductible/Retention.** Except as otherwise specified herein, no insurance required herein shall contain a deductible or self-insured retention in excess of $25,000 without prior written approval of the Owner. All deductibles and/or retentions shall be paid by, assumed by, for the account of, and at the Design Professional's sole risk. The Design Professional shall not be reimbursed for same.

4.0 **Maintenance of Insurance.** The following insurance shall be maintained in effect with limits not less than those set forth below at all times during the term of this Contract and thereafter as required:

4.1 **Commercial General Liability Insurance**

   4.1.1 **Coverage.** Such insurance shall cover liability arising out of all locations and operations of the Design Professional, including but not limited to liability assumed under this contract (including the tort liability of another assumed in a business contract). Defense shall be provided as an additional benefit and not included within the limit of liability.
4.1.2 **Form.** Commercial General Liability Occurrence form (at least as broad as an unmodified ISO CG 0001 0798 or its equivalent).

4.1.3 **Amount of Insurance.** Coverage shall be provided with limits of not less than:

<table>
<thead>
<tr>
<th>Limit</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Each Occurrence Limit</td>
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<tr>
<td>General Aggregate Limit</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Personal and Advertising Liability</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

4.1.4 **Required Endorsements**

a. **Additional Insured.** Additional insured status shall be provided in favor of the Owner Parties on ISO forms CG 20 10 or its equivalent.

b. **Notice of Cancellation or Material Reduction in Coverage,** as required in 3.5, above.

c. **Primary and Non-Contributing Liability.** It is the intent of the parties to this Contract that all insurance coverage required herein shall be primary to and shall seek no contribution from all insurance available to Owner Parties, with Owner Parties' insurance being excess, secondary and non-contributing. This CGL coverage shall be endorsed to provide such primary and non-contributing liability coverage.

d. **Waiver of Subrogation,** as required in 3.6, above.

4.1.5 **Continuing Commercial General Liability Insurance.** The Contractor shall maintain such insurance in identical coverage, form and amount, including required endorsements, for the duration of the contract and the warranty period.

4.2 **Business Auto Liability Insurance**

4.2.1 **Coverage.** Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned).

4.2.2 **Form.** Business Auto form (at least as broad as an unmodified ISO CA 0001 or its equivalent).

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

4.2.4 **Required Endorsements**

a. **Notice of Cancellation or Material Reduction in Coverage,** as required in 3.5, above.

b. **Waiver of Subrogation,** as required in 3.6, above.

4.3 **Workers' Compensation/Employer's Liability Insurance**

4.3.1 **Coverage.** Such insurance shall cover liability arising out of the Design Professional's employment of workers and anyone for whom the Design
Professional may be liable for workers’ compensation claims. Workers’ compensation insurance is required, and no “alternative” forms of insurance shall be permitted. USL&H must be provided where such exposure exists.

By signing the Contract or providing or causing to be provided a certificate of coverage, Design Professional is representing to Owner that all employees of the Design Professional who will provide services on the Project will be covered by worker’s compensation coverage for the duration of the Project, that the coverage will be based on proper reporting classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier, or in the case of self-insured, with the Texas Department of Worker’s Compensation. Providing false or misleading information may subject Design Professional to administrative penalties, criminal penalties, civil penalties or other civil actions.

4.3.2 **Amount of Insurance.** Coverage shall be provided with a limit of not less than:

- **Workers’ Compensation:** Statutory limits.
- **Employer’s Liability:**
  - Bodily Injury by Accident: $1,000,000 Ea. Accident
  - Bodily Injury by Disease: $1,000,000 Ea. Employee
  - Bodily Injury by Disease: $1,000,000 Policy Limit

4.3.3 **Required Endorsements**

a. Notice of Cancellation or Material Reduction in Coverage, as required in 3.5, above.

b. Waiver of Subrogation, as required in 3.6, above.

4.4 **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 ten (10) days after receipt of the Notice of Intent to Award. New certificates of insurance, evidence of insurance, and endorsements shall be provided to the Owner prior to the expiration date of the current certificates of insurance, evidence of insurance, and endorsements.

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 5.3

Standard Form 330 (SF330)
ARCHITECT-ENGINEER QUALIFICATIONS

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 USC § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0157. We estimate that it will take 26 hours (25 hours for part I and 4 hours for Part II) to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: General Services Administration, Regulatory Secretariat Division (M11V1CB), 1800 F Street, NW, 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 40 U.S.C. chapter 11, Selection of Architects Engineers, and Part 36 of the Federal Acquisition Regulation (FAR).

The Selection of Architects and Engineers statute 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.

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.

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.
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:


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)**

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

29. EXAMPLE PROJECTS KEY

<table>
<thead>
<tr>
<th>NUMBER</th>
<th>TITLE OF EXAMPLE PROJECT (From Section F)</th>
<th>NUMBER</th>
<th>TITLE OF EXAMPLE PROJECT (From Section F)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Federal Courthouse, Denver, CO</td>
<td>6</td>
<td>XYZ Corporation Headquarters, Boston, MA</td>
</tr>
<tr>
<td>2</td>
<td>Justin J. Wilson Federal Building, Baton Rouge, LA</td>
<td>7</td>
<td>Founder's Museum, Newport, RI</td>
</tr>
</tbody>
</table>

STANDARD FORM 330 (REV. 8/2016) PAGE 3 OF INSTRUCTIONS
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. Unique Entity Identifier. Insert the unique entity identifier issued by the entity designated at SAM. 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 unique entity identifier. 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.
<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Code</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>01</td>
<td>Acoustical Engineer</td>
<td>32</td>
<td>Hydraulic Engineer</td>
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<tr>
<td>02</td>
<td>Administrative</td>
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<td>Hydrographic Surveyor</td>
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<tr>
<td>03</td>
<td>Aerial Photographer</td>
<td>34</td>
<td>Hydrologist</td>
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<td>04</td>
<td>Aeronautical Engineer</td>
<td>35</td>
<td>Industrial Engineer</td>
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<td>05</td>
<td>Archeologist</td>
<td>36</td>
<td>Industrial Hygienist</td>
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<td>06</td>
<td>Architect</td>
<td>37</td>
<td>Interior Designer</td>
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<td>07</td>
<td>Biologist</td>
<td>38</td>
<td>Land Surveyor</td>
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<td>08</td>
<td>CADD Technician</td>
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<td>Landscape Architect</td>
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<td>09</td>
<td>Cartographer</td>
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<td>Materials Handling Engineer</td>
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<td>Mechanical Engineer</td>
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<td>12</td>
<td>Civil Engineer</td>
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<td>Mining Engineer</td>
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<td>Communications Engineer</td>
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<td>Oceanographer</td>
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<td>Computer Programmer</td>
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<td>Photo Interpreter</td>
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<td>15</td>
<td>Construction Inspector</td>
<td>46</td>
<td>Photogrammetrist</td>
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<td>16</td>
<td>Construction Manager</td>
<td>47</td>
<td>Planner: Urban/Regional</td>
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<td>17</td>
<td>Corrosion Engineer</td>
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<td>Project Manager</td>
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<tr>
<td>18</td>
<td>Cost Engineer/Estimator</td>
<td>49</td>
<td>Remote Sensing Specialist</td>
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<td>19</td>
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<td>Risk Assessor</td>
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<td>Economist</td>
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<td>Safety/Occupational Health Engineer</td>
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<td>22</td>
<td>Electronics Engineer</td>
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<td>Soils Engineer</td>
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<td>25</td>
<td>Fire Protection Engineer</td>
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<td>26</td>
<td>Forensic Engineer</td>
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<td>Structural Engineer</td>
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<td>Technician/Analyst</td>
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<td>Toxicologist</td>
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<td>A01</td>
<td>Acoustics, Noise Abatement</td>
<td>E01</td>
<td>Ecological &amp; Archeological Investigations</td>
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<td>Aerial Photography; Airborne Data and Imagery Collection and Analysis</td>
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<td>Educational Facilities, Classrooms</td>
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<td>A03</td>
<td>Agricultural Development; Grain Storage; Farm Mechanization</td>
<td>E03</td>
<td>Electrical Studies and Design</td>
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<td>A04</td>
<td>Air Pollution Control</td>
<td>E04</td>
<td>Electronics</td>
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<tr>
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<td>Elevators; Escalators; People-Movers</td>
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<td>Airways; Terminals and Hangars; Freight Handling</td>
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<td>Embassies and Chanceries</td>
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<td>Energy Conservation; New Energy Sources</td>
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<td>Engineering Economics</td>
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<td>Environmental Impact Studies, Assessments or Statements</td>
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<td>Environmental and Natural Resource Mapping</td>
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<td>Auditoriums &amp; Theaters</td>
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<td>Environmental Planning</td>
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<td>A12</td>
<td>Automation; Controls; Instrumentation</td>
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<td>Environmental Remediation</td>
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<td>B01</td>
<td>Barracks; Dormitories</td>
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<td>Environmental Testing and Analysis</td>
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<td>B02</td>
<td>Bridges</td>
<td>F01</td>
<td>Fallout Shelters; Blast-Resistant Design</td>
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<td>C01</td>
<td>Cartography</td>
<td>F02</td>
<td>Field Houses; Gyms; Stadiums</td>
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<td>C02</td>
<td>Cemeteries (Planning &amp; Relocation)</td>
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<td>Fire Protection</td>
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<td>Charting: Nautical and Aeronautical</td>
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<td>Fisheries; Fish ladders</td>
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<td>Forensic Engineering</td>
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<td>Churches; Chapels</td>
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<td>Garages; Vehicle Maintenance Facilities; Parking Decks</td>
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<td>C07</td>
<td>Coastal Engineering</td>
<td>G02</td>
<td>Gas Systems (Propane; Natural, Etc.)</td>
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<td>C08</td>
<td>Codes, Standards, Ordinances</td>
<td>G03</td>
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<td>C09</td>
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<td>Geographic information System Services: Development, Analysis, and Data Collection</td>
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<td>Commercial Building (low rise) ; Shopping Centers</td>
<td>G05</td>
<td>Geospatial Data Conversion: Scanning, Digitizing, Compilation, Attributing, Scribing, Drafting</td>
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<td>Community Facilities</td>
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<td>Graphic Design</td>
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<td>Hazardous Materials Handling and Storage</td>
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<td>Construction Management</td>
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<td>C16</td>
<td>Construction Surveying</td>
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<td>Harbors; Jetties; Piers, Ship Terminal Facilities</td>
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<td>C17</td>
<td>Corrosion Control, Cathodic Protection; Electrolysis</td>
<td>H02</td>
<td>Hazardous Materials Handling and Storage</td>
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<td>C18</td>
<td>Cost Estimating, Cost Engineering and Analysis; Parametric Costing; Forecasting</td>
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<td>Hazardous, Toxic, Radioactive Waste Remedation</td>
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<td>C19</td>
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<td>Heating; Ventilating; Air Conditioning</td>
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<td>D01</td>
<td>Dams (Concrete; Arch)</td>
<td>H05</td>
<td>Health Systems Planning</td>
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<tr>
<td>D02</td>
<td>Dams (Earth; Rock); Dikes; Levees</td>
<td>H06</td>
<td>Highrise, Air-Right-type Buildings</td>
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<td>Desalinization (Process &amp; Facilities)</td>
<td>H07</td>
<td>Highways; Streets; Airfield Paving; Parking Lots</td>
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<td>D04</td>
<td>Design-Build \ Preparations for Proposals</td>
<td>H08</td>
<td>Historical Preservation</td>
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<td>D05</td>
<td>Digital Elevation and Terrain Model Development</td>
<td>H09</td>
<td>Hospital &amp; Medical Facilities</td>
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<td>D06</td>
<td>Digital Orthophotography</td>
<td>H10</td>
<td>Hotels, Motels</td>
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<td>D07</td>
<td>Dining Halls, Clubs, Restaurants</td>
<td>H11</td>
<td>Housing (Residential, Multi-Family; Apartments; Condominiums)</td>
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<td>D08</td>
<td>Dredging Studies and Design</td>
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<td>Hydraulics &amp; Pneumatics</td>
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<td>H13</td>
<td>Hydrographic Surveying</td>
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STANDARD FORM 330 (REV. 8/2016)
PAGE 6 OF INSTRUCTIONS
<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
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</thead>
<tbody>
<tr>
<td>L01</td>
<td>Laboratories; Medical Research Facilities</td>
</tr>
<tr>
<td>L02</td>
<td>Land Surveying</td>
</tr>
<tr>
<td>L03</td>
<td>Landscape Architecture</td>
</tr>
<tr>
<td>L04</td>
<td>Libraries; Museums; Galleries</td>
</tr>
<tr>
<td>L05</td>
<td>Lighting (Interior, Display, Theater, Etc.)</td>
</tr>
<tr>
<td>L06</td>
<td>Lighting (Exteriors, Streets, Memorials; Athletic Fields, Etc.)</td>
</tr>
<tr>
<td>M01</td>
<td>Mapping Location/Addressing Systems</td>
</tr>
<tr>
<td>M02</td>
<td>Materials Handling Systems; Conveyors; Sorters</td>
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<tr>
<td>M03</td>
<td>Metallurgy</td>
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<tr>
<td>M04</td>
<td>Microclimatology; Tropical Engineering</td>
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<td>M05</td>
<td>Military Design Standards</td>
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<td>M06</td>
<td>Mining &amp; Mineralogy</td>
</tr>
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<td>M07</td>
<td>Missile Facilities (Sibs; Fuels; Transport)</td>
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<td>M08</td>
<td>Modular Systems Design; Pre-Fabricated Structures or Components</td>
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<td>Naval Architecture; Off-Shore Platforms</td>
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<td>N02</td>
<td>Navigation Structures; Locks</td>
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<td>N03</td>
<td>Nuclear Facilities; Nuclear Shielding</td>
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<td>O01</td>
<td>Office Buildings; Industrial Parks</td>
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<td>O02</td>
<td>Oceanographic Engineering</td>
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<td>O03</td>
<td>Ordnance: Munitions; Special Weapons</td>
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<td>Petroleum Exploration; Refining</td>
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<td>Petroleum and Fuel (Storage and Distribution)</td>
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<tr>
<td>P03</td>
<td>Photogrammetry</td>
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<td>Pipelines (Cross-Country - Liquid &amp; Gas)</td>
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<td>Planning (Community, Regional, Areawide and State)</td>
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<tr>
<td>P06</td>
<td>Planning (Site, Installation, and Project)</td>
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<td>Plumbing &amp; Piping Design</td>
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<td>P08</td>
<td>Prisons &amp; Correctional Facilities</td>
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<tr>
<td>P09</td>
<td>Product, Machine Equipment Design</td>
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<td>P10</td>
<td>Pneumatic Structures, Air-Support Buildings</td>
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<td>Postal Facilities</td>
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<td>Radar; Sonar; Radio &amp; Radar Telescopes</td>
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<td>Radio Frequency Systems &amp; Shieldings</td>
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<td>R03</td>
<td>Railroad; Rapid Transit</td>
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<td>R04</td>
<td>Recreation Facilities (Parks, Marinas, Etc.)</td>
</tr>
<tr>
<td>R05</td>
<td>Refrigeration Plants/Systems</td>
</tr>
<tr>
<td>R06</td>
<td>Rehabilitation (Buildings; Structures; Facilities)</td>
</tr>
<tr>
<td>R07</td>
<td>Remote Sensing</td>
</tr>
<tr>
<td>R08</td>
<td>Research Facilities</td>
</tr>
<tr>
<td>R09</td>
<td>Resources Recovery, Recycling</td>
</tr>
<tr>
<td>R10</td>
<td>Risk Analysis</td>
</tr>
<tr>
<td>R11</td>
<td>Rivers; Canals; Waterways; Flood Control</td>
</tr>
<tr>
<td>R12</td>
<td>Roofing</td>
</tr>
<tr>
<td>S01</td>
<td>Safety Engineering; Accident Studies; OSHA Studies</td>
</tr>
<tr>
<td>S02</td>
<td>Security Systems; Intruder &amp; Smoke Detection</td>
</tr>
<tr>
<td>S03</td>
<td>Seismic Designs &amp; Studies</td>
</tr>
<tr>
<td>S04</td>
<td>Sewage Collection, Treatment and Disposal</td>
</tr>
<tr>
<td>S05</td>
<td>Soils &amp; Geologic Studies; Foundations</td>
</tr>
<tr>
<td>S06</td>
<td>Solar Energy Utilization</td>
</tr>
<tr>
<td>S07</td>
<td>Solid Wastes; Incineration, Landfill</td>
</tr>
<tr>
<td>S08</td>
<td>Special Environments; Clean Rooms, Etc.</td>
</tr>
<tr>
<td>S09</td>
<td>Structural Design; Special Structures</td>
</tr>
<tr>
<td>S10</td>
<td>Surveying; Plating; Mapping; Flood Plain Studies</td>
</tr>
<tr>
<td>S11</td>
<td>Sustainable Design</td>
</tr>
<tr>
<td>S12</td>
<td>Swimming Pools</td>
</tr>
<tr>
<td>S13</td>
<td>Storm Water Handling &amp; Facilities</td>
</tr>
<tr>
<td>T01</td>
<td>Telephone Systems (Rural; Mobile; Intercom, Etc.)</td>
</tr>
<tr>
<td>T02</td>
<td>Testing &amp; Inspection Services</td>
</tr>
<tr>
<td>T03</td>
<td>Traffic &amp; Transportation Engineering</td>
</tr>
<tr>
<td>T04</td>
<td>Topographic Surveying and Mapping</td>
</tr>
<tr>
<td>T05</td>
<td>Towers (Self-Supporting &amp; Guyed Systems)</td>
</tr>
<tr>
<td>T06</td>
<td>Tunnels &amp; Subways</td>
</tr>
</tbody>
</table>

STANDARD FORM 330 (REV. 8/2016)
PAGE 7 OF INSTRUCTIONS
<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
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<tbody>
<tr>
<td>U01</td>
<td>Unexploded Ordnance Remediation</td>
</tr>
<tr>
<td>U02</td>
<td>Urban Renewals; Community Development</td>
</tr>
<tr>
<td>U03</td>
<td>Utilities (Gas and Steam)</td>
</tr>
<tr>
<td>V01</td>
<td>Value Analysis; Life-Cycle Costing</td>
</tr>
<tr>
<td>W01</td>
<td>Warehouses &amp; Depots</td>
</tr>
<tr>
<td>W02</td>
<td>Water Resources; Hydrology; Ground Water</td>
</tr>
<tr>
<td>W03</td>
<td>Water Supply; Treatment and Distribution</td>
</tr>
<tr>
<td>W04</td>
<td>Wind Tunnels; Research/Testing Facilities Design</td>
</tr>
<tr>
<td>Z01</td>
<td>Zoning; Land Use Studies</td>
</tr>
</tbody>
</table>
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.)

<table>
<thead>
<tr>
<th>(Check)</th>
<th>9. FIRM NAME</th>
<th>10. ADDRESS</th>
<th>11. ROLE IN THIS CONTRACT</th>
</tr>
</thead>
<tbody>
<tr>
<td>a.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>b.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>c.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>d.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>e.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>f.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

D. ORGANIZATIONAL CHART OF PROPOSED TEAM  

(Attached)
## E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

<table>
<thead>
<tr>
<th>12. NAME</th>
<th>13. ROLE IN THIS CONTRACT</th>
<th>14. YEARS EXPERIENCE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>a. TOTAL b. WITH CURRENT FIRM</td>
</tr>
</tbody>
</table>

| 15. FIRM NAME AND LOCATION (City and State) |

| 18. EDUCATION (Degree and Specialization) | 17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline) |

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

### 19. RELEVANT PROJECTS

<table>
<thead>
<tr>
<th>(1) TITLE AND LOCATION (City and State)</th>
<th>(2) YEAR COMPLETED</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>PROFESSIONAL SERVICES CONSTRUCTION (If applicable)</td>
</tr>
<tr>
<td>(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE</td>
<td>Check if project performed with current firm</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>(1) TITLE AND LOCATION (City and State)</th>
<th>(2) YEAR COMPLETED</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>PROFESSIONAL SERVICES CONSTRUCTION (If applicable)</td>
</tr>
<tr>
<td>(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE</td>
<td>Check if project performed with current firm</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>(1) TITLE AND LOCATION (City and State)</th>
<th>(2) YEAR COMPLETED</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>PROFESSIONAL SERVICES CONSTRUCTION (If applicable)</td>
</tr>
<tr>
<td>(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE</td>
<td>Check if project performed with current firm</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>(1) TITLE AND LOCATION (City and State)</th>
<th>(2) YEAR COMPLETED</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>PROFESSIONAL SERVICES CONSTRUCTION (If applicable)</td>
</tr>
<tr>
<td>(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE</td>
<td>Check if project performed with current firm</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>(1) TITLE AND LOCATION (City and State)</th>
<th>(2) YEAR COMPLETED</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>PROFESSIONAL SERVICES CONSTRUCTION (If applicable)</td>
</tr>
<tr>
<td>(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE</td>
<td>Check if project performed with current firm</td>
</tr>
</tbody>
</table>
### F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

<table>
<thead>
<tr>
<th>21. TITLE AND LOCATION (City and State)</th>
<th>22. YEAR COMPLETED</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>PROFESSIONAL SERVICES CONSTRUCTION (if applicable)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>23. PROJECT OWNER'S INFORMATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. PROJECT OWNER</td>
</tr>
</tbody>
</table>

| 24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost) |

### 25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

<table>
<thead>
<tr>
<th>(1) FIRM NAME</th>
<th>(2) FIRM LOCATION (City and State)</th>
<th>(3) ROLE</th>
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</thead>
<tbody>
<tr>
<td>a.</td>
<td></td>
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<tr>
<td>(1) FIRM NAME</td>
<td>(2) FIRM LOCATION (City and State)</td>
<td>(3) ROLE</td>
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<tr>
<td>b.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(1) FIRM NAME</td>
<td>(2) FIRM LOCATION (City and State)</td>
<td>(3) ROLE</td>
</tr>
<tr>
<td>c.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(1) FIRM NAME</td>
<td>(2) FIRM LOCATION (City and State)</td>
<td>(3) ROLE</td>
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<tr>
<td>d.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(1) FIRM NAME</td>
<td>(2) FIRM LOCATION (City and State)</td>
<td>(3) ROLE</td>
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<tr>
<td>e.</td>
<td></td>
<td></td>
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<tr>
<td>(1) FIRM NAME</td>
<td>(2) FIRM LOCATION (City and State)</td>
<td>(3) ROLE</td>
</tr>
<tr>
<td>f.</td>
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</table>
### G. KEY PERSONNEL PARTICIPATION IN EXAMPLE PROJECTS

<table>
<thead>
<tr>
<th>26. NAMES OF KEY PERSONNEL (From Section E, Block 12)</th>
<th>27. ROLE IN THIS CONTRACT (From Section E, Block 13)</th>
<th>28. EXAMPLE PROJECTS LISTED IN SECTION F (Fill in &quot;Example Projects Key&quot; section below before completing table. Place &quot;X&quot; under project key number for participation in same or similar role.)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td>1 2 3 4 5 6 7 8 9 10</td>
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</table>

### 29. EXAMPLE PROJECTS KEY

<table>
<thead>
<tr>
<th>NUMBER</th>
<th>TITLE OF EXAMPLE PROJECT (From Section F)</th>
</tr>
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<tbody>
<tr>
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<td>9</td>
<td></td>
</tr>
<tr>
<td>10</td>
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</tr>
</tbody>
</table>
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

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

<table>
<thead>
<tr>
<th>2a. FIRM (or Branch Office) NAME</th>
<th>3. YEAR ESTABLISHED</th>
<th>4. UNIQUE ENTITY IDENTIFIER</th>
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<tbody>
<tr>
<td></td>
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<table>
<thead>
<tr>
<th>2b. STREET</th>
<th>5. OWNERSHIP</th>
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<tbody>
<tr>
<td></td>
<td>a. TYPE</td>
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<tr>
<td></td>
<td>b. SMALL BUSINESS STATUS</td>
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<table>
<thead>
<tr>
<th>2c. CITY</th>
<th>2d. STATE</th>
<th>2e. ZIP CODE</th>
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<tbody>
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</table>

<table>
<thead>
<tr>
<th>6a. POINT OF CONTACT NAME AND TITLE</th>
<th>7. NAME OF FIRM (If Block 2a is a Branch Office)</th>
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<tbody>
<tr>
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</table>

<table>
<thead>
<tr>
<th>6b. TELEPHONE NUMBER</th>
<th>6c. E-MAIL ADDRESS</th>
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</table>

<table>
<thead>
<tr>
<th>8a. FORMER FIRM NAME(S) (if any)</th>
<th>8b. YEAR ESTABLISHED</th>
<th>8c. UNIQUE ENTITY IDENTIFIER</th>
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</thead>
<tbody>
<tr>
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</table>

9. EMPLOYEES BY DISCIPLINE

<table>
<thead>
<tr>
<th>a. Function Code</th>
<th>b. Discipline</th>
<th>c. Number of Employees</th>
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</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>(1) FIRM (2) BRANCH</td>
</tr>
<tr>
<td></td>
<td></td>
<td>a. Profile Code</td>
</tr>
<tr>
<td></td>
<td></td>
<td>b. Experience</td>
</tr>
<tr>
<td></td>
<td></td>
<td>c. Revenue Index Number (see below)</td>
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<tr>
<td>Other Employees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td></td>
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</table>

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

<table>
<thead>
<tr>
<th>a. Function Code</th>
<th>b. Discipline</th>
<th>c. Revenue Index Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>(see below)</td>
</tr>
</tbody>
</table>

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS
(Inset revenue index number shown at right)

|-----------------|---------------------|---------------|

<table>
<thead>
<tr>
<th>PROFESSIONAL SERVICES REVENUE INDEX NUMBER</th>
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</thead>
<tbody>
<tr>
<td>1. Less than $100,000</td>
</tr>
<tr>
<td>2. $100,000 to less than $250,000</td>
</tr>
<tr>
<td>3. $250,000 to less than $500,000</td>
</tr>
<tr>
<td>4. $500,000 to less than $1 million</td>
</tr>
<tr>
<td>5. $1 million to less than $2 million</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>a. SIGNATURE</th>
<th>b. DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>c. NAME AND TITLE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>
Exhibit 5.4

Infrastructure Division – Geographic Map
Exhibit 5.5

General Scope of Services
SCOPE OF WORK
Texas Parks and Wildlife Department
Boundary Survey Standards

Boundary surveys will comply with, but may not be limited to the following standards:

Survey horizontal control will be based on NAD83(2011) Epoch:2010 State Plane Coordinates derived from static GPS control sessions, unless other suitable horizontal datum is requested. Any required elevations will be based on NAVD88 datum, using Geoid 12B, unless other suitable vertical datum is requested. Verify required control criteria with the TPWD Survey Section Head prior to commencement of survey.

Survey procedures and prepared plats will be in compliance with the rules of the Texas Board of Professional Land Surveyors. The survey plat, map or report shall bear the name of the TPWD facility, the name, address, telephone number, and signature of the professional land surveyor who performed the survey, his or her official seal and registration number, the date the survey was completed, and the dates of all of the surveyor’s revisions. The boundary survey plat shall be drawn to a convenient scale, with that scale clearly indicated, along with a graphic scale shown in feet. Symbols or abbreviations used shall be identified on the face of the plat or map by use of a legend or other means. If necessary for clarity, supplementary or exaggerated diagrams shall be presented accurately on the plat or map. The standard survey plat size will be 24"x36", but may vary when necessary or practical.

The scope and content of the survey and survey plat shall be in substantial compliance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Survey, Sections 5A, 5B ii, iii, iv, v, 5C, i, ii, iii, 5D (if requested), 5E i, ii, iii, iv, 5F, and 5G (if requested). Survey plats will also include Texas State Plane grid coordinates provided on at least two adjoining boundary corners. Verify the specific project survey scope and content with the TPWD Survey Section Head prior to commencement of survey.

If necessary, TPWD will provide official bronze caps and/or TPWD aluminum caps for corner monumentation - verify project specific monumentation requirements with the TPWD Survey Section Head prior to commencement of survey. TPWD will provide any available record boundary information, but surveyor will be responsible for record research of project site and adjoining properties, sufficient to properly determine boundary locations.

Surveyor will submit the following to the TPWD Survey Section Head upon completion of survey:

1. Final survey plat in AutoCAD 2015 or newer format, with all entities drawn 1:1 in model space, and all externally referenced drawings and graphics bound. Cad files may be requested in both grid and surface coordinate values.
2. An ascii or text file of all points surveyed.
3. A pdf version of the originally signed and sealed survey plat.
4. A software generated GPS processing report which will verify the quality of control data used.
5. Copies of NGS control data sheets or other source information for control data used.
7. A signed and sealed written Surveyor’s Report describing the analysis and construction of the survey, its findings, and any problems or discrepancies encountered during the survey.

Additional particular specifications may be required as necessary. Verify the specific project survey scope and content with the TPWD Survey Section Head prior to commencement of survey.

Rev. Jan. 2019
Texas Parks and Wildlife Department
Topographic Survey Standards

Topographic Surveys will comply with, but may not be limited to the following standards:

Survey horizontal control will be based on NAD83(2011) Epoch:2010 State Plane Coordinates derived from static GPS control sessions, unless other suitable horizontal datum is requested. Elevations will be based on NAVD88 datum, using Geoid 12B, unless other suitable vertical datum is requested. Verify required control criteria with the TPWD Survey Section Head prior to commencement of survey.

Topographic surveys will include:

Horizontal and vertical location of all man made improvements, including building structures, roads, paving, parking, ditches, culverts, fences, walkways, etc.

Horizontal and vertical location of all visible utilities, including water, sewer, storm sewer, gas, electric, etc. Provide pipe material, sizes, and elevations, including manhole rims and pipe inverts, cleanouts, lift stations, water valve nuts, inlets, culverts, etc. where possible, and height of overhead power when requested. Horizontal and vertical location of utility markings provided by underground utility locaters may also be required.

Location of trees 6 inches in diameter or greater, noting species and trunk diameter. In some instances, tree canopy diameters and tree tagging will be required. In densely wooded areas, tree envelopes may sometimes be substituted for individual trees. Verify the specific project survey scope and content with the TPWD Survey Section Head prior to commencement of survey.

Topographic/breakline information acquired with sufficient detail to accurately generate 1 foot contours throughout the survey scope area.

Any required survey plat, map or report shall bear the name of the TPWD facility, the name, address, telephone number, and signature of the professional land surveyor who performed the survey, his or her official seal and registration number, the date the survey was completed, the dates of all of the surveyor’s revisions. The topographic survey shall be drawn to a convenient scale, with that scale clearly indicated, along with a graphic scale shown in feet. Symbols or abbreviations used shall be identified on the face of the plat or map by use of a legend or other means. If necessary for clarity, supplementary or exaggerated diagrams shall be presented accurately on the plat or map. The standard topographic survey plat size will be 24”x36”, but may vary when necessary or practical.

Topographic surveys may require ties to TPWD facility boundary corners when corners are reasonably accessible.

Surveyor will submit the following to the TPWD Survey Section Head upon completion of survey:

1. Final survey plat in AutoCAD 2015 or newer format, with all entities drawn 1:1 in model space, and all externally referenced drawings and graphics bound. Cad files may be requested in both grid and surface coordinate values.

2. An ascii or text file of all points surveyed.

3. A pdf version of the originally signed and sealed survey plat.

4. A software generated GPS processing report which will verify the quality of control data used.

5. Copies of NGS control data sheets or other source information for control data used.


Additional particular specifications may be required as necessary. Verify the specific project survey scope and content with the TPWD Survey Section Head prior to commencement of survey.

Rev. Jan. 2019
Texas Parks and Wildlife Department

Easement Survey Standards

Easement surveys will comply with, but may not be limited to the following standards:

Surveys for easements will typically be the same as those for other boundary surveys, with these exceptions:

- A perimeter metes and bounds description is required, unless the easement qualifies as an exception as defined in Texas Board of Professional Land Surveying Rule 661.33.

- The survey plat should be of a size and scale suitable for recording with the local County Public Records Authority.

- The scope and content of the easement survey plat is not required to meet ALTA/NSPS Land Title Survey requirements.

- The easement survey must include ties to corner monuments of the parent tract from which the easement is acquired. The setting of corner monuments will typically not be required for easements, although it may be required in certain instances. Verify the specific project survey scope and content with the TPWD Survey Section Head prior to commencement of survey.

Surveyor will submit the following to the TPWD Survey Section Head upon completion of survey:

1. Final survey plat in AutoCAD 2015 or newer format, with all entities drawn 1:1 in model space, and all externally referenced drawings and graphics bound. Cad files may be requested in both grid and surface coordinate values.

2. An ascii or text file of all points surveyed.

3. A pdf version of the originally signed and sealed survey plat and field note description.

4. A software generated GPS processing report which will verify the quality of control data used.

5. Copies of NGS control data sheets or other source information for control data used.


Additional particular specifications may be required as necessary. Verify the specific project survey scope and content with the TPWD Survey Section Head prior to commencement of survey.