



## ADDENDUM N. 1

### **“Architect/Engineer Professional Services for Campus Parking Lot Improvements”**

### **TSC RFQ 20-23**

The following changes are hereby incorporated into the Request for Qualifications (RFQ) “Architect/Engineer Professional Services for Campus Parking Lot Improvements.” All proposal’s statements submitted for consideration shall be bound by the information contained in this addendum.

#### **\*Item Section and Description**

**Item No. 1. Based on COVID-19 contingency, TSC presents the option for potential vendors to contract local companies in Brownsville to print and deliver proposals for them in case that doing it in person would represent a problem for anybody. Vendors need to make arrangements directly with these companies for logistics purposes.**

FedEx Print and Ship  
1100 N Expressway Suite A  
Brownsville, Texas 78521  
Contact: Cynthia or Richard, 956-504-6002

#### **Item No. 2. Question and Answer Session.**

Question 1. Will the funding for the project be through Texas Department of Transportation?

**Answer:** No.

Question 2. What parking lot do you refer to when you say Fort Brown?

**Answer:** The RFQ is for all parking areas in the TSC campus.

Question 3. Section 7 – Description of Services - includes an overview of services required and at the end of this Section there is a reference to an Exhibit I “... for detailed description of required services”. However, the included Exhibit I only includes a “Compensation for Basic Services” Schedule. Could you please let us know where to find this detailed description of basic services.

**Answer:** Please see attached Exhibit A for detailed description of basic services.

## Exhibit A

### BASIC SERVICES

3.1 Basic Services consist of the following five phases: 1) Schematic Design Phase; 2) Design Development Phase; 3) Construction Documents Phase; 4) Bidding or Negotiation Phase; and 5) Construction Phase-Administration of the Construction Contract. Basic Services shall include normal structural, mechanical, electrical, and civil Consulting Engineering services including the provision of copies of CADD record drawings, and basic interior design (finish color & selection) and any other services included in this Article as part of Basic Services.

3.2 Prior to proceeding with any of the phases of services set out in herein, the Firm must receive written authorization to proceed from the Owner and shall not proceed beyond the phase of design authorized by the Owner, except at the Firm's and Consultants own financial risk. The Owner may, at its sole discretion, choose not issue a Notice to Proceed for any particular phase, subject to Firm's right of termination for abandonment of the project.

3.3 Firm shall perform, without any additional cost or expense to Owner, any and all such services as are required to correct or remedy any error or omission directly attributable to the plans, drawings, and specifications and other materials of Firm, or in connection with Firm's Services, or other persons employed by the Firm in the performance of any of the provisions of this Agreement. Should the Firm refuse or neglect to correct or remedy such defects within a reasonable time after receiving notice requesting such correction or remedy, then Owner shall be entitled to effect such correction or remedy itself at the expense of Firm and Firm shall reimburse Owner upon demand for all expenses incurred by Owner to effect such correction or remedy. This obligation of the Firm is in addition to, and not in substitution for, any other remedy for defective services which Owner may have at law or in equity, or both.

#### 3.4 Schematic Design Phase

3.4.1 Based on Owner's Facilities Program, Construction Cost Limitation and Project Schedule, the Firm shall prepare sufficient alternative approaches to design and construction of the Project to satisfy Owner's requirements. The Firm shall review the understanding of such requirements with Owner and General Contractor, and shall, at completion of this phase, submit Schematic Design Documents in accordance with Owner's Design Guidelines and any additional requirements set forth in this Agreement. Upon submission of the Schematic Design documents, the Firm shall review design and construction alternatives with the Owner and the General Contractor at the Project site. The Firm shall incorporate the alternatives selected by the Owner, especially those regarding aesthetic design issues.

3.4.2 The Firm shall furnish and deliver to the Owner 2 complete printed sets of Schematic Design documents.

3.4.3 The Firm shall assist the Owner to prepare a detailed construction cost estimate as described in paragraph 2.1.12 to confirm adherence to the Construction Cost Limitation and present same with the completed Schematic Design Documents.

3.4.4 Before proceeding into the Design Development Phase, the Firm shall obtain Owner's written acceptance of the Schematic Design documents and approval of the Firm's preliminary construction cost estimate.

3.4.5 The Firm shall participate in a final review of the Schematic Design Documents with the Owner and General Contractor at the Project location or other location in the State of Texas specified by Owner. Prior to the Owner's approval of the Schematic Design Documents, the Firm shall incorporate such changes as are necessary to satisfy the Owner's review comments.

3.4.6 The Firm shall prepare presentation materials as defined in Owner's Design Guidelines at completion of Schematic Design and if so requested shall present same to the Owner's Board of Trustees at a regular or special meeting.

#### 3.5 Design Development Phase

3.5.1 Based on the approved Schematic Design Documents and any adjustments to the scope of work or

Construction Cost Limitation authorized by the Owner, the Firm shall prepare, for approval by the Owner and review by the General Contractor, Design Development Documents in accordance with Owner's written requirements to further define and finalize the size and character of the Project and any additional requirements set forth in this Agreement. The Firm shall review the Design Development Documents with the Owner and General Contractor as they are being prepared at intervals appropriate to the progress of the Project and incorporate Owner's comments in the documents. Such reviews will take place at the Project location or other location in the State of Texas specified Owner.

3.5.2 The Firm shall furnish and deliver to the Owner 5 complete printed sets of Design Development documents.

3.5.3 The Firm shall assist the owner to prepare or update a detailed construction cost estimate described in paragraph 2.1.12 to confirm adherence to the Construction Cost Limitation and present same with the completed Design Development Documents.

3.5.4 Before proceeding into the Construction Document Phase, the Firm shall obtain Owner's written acceptance of the Design Development documents and approval of the mutually established Construction Cost Limitation.

3.5.5 The Firm shall participate in a final review of the Design Development Documents with the Owner and General Contractor at the Project location.

### 3.6 Construction Document Phase

3.6.1 Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the Project Construction Cost Limitation authorized by the Owner, the Firm shall prepare, for approval by the Owner and review by the General Contractor, Construction Documents consisting of Drawings and Specifications in accordance with Owner's written requirements setting forth in detail the requirements for construction of the Project, including, any additional requirements contained in Article 2 of this Agreement. The Firm will be responsible for managing the preparation of Construction Documents to stay within Construction Cost Limitation. The Firm shall review the Construction Documents as they are being prepared at intervals appropriate to the progress of the Project with the Owner and General Contractor at the Project location or other location specified by Owner in the State of Texas.

3.6.2 The Firm shall assist the Owner and General Contractor in the determination of construction phasing and scheduling, bid or proposal alternates, special cash allowances, liquidated damages, the construction contract time period, and such other construction conditions considered appropriate for the Project and advantageous to the Owner. The Firm shall assist the Owner and General Contractor in the preparation of the necessary bidding information, bidding forms, Competitive Sealed Proposals ("CSP") information, and CSP forms, and the Terms and Conditions of the Construction Contracts.

3.6.3 The Firm shall assist the Owner and General Contractor in connection with the Owner's responsibility and procedures for obtaining approval of all authorities having jurisdiction over the Project.

3.6.4 Provided the Firm has been fully compensated for services rendered hereunder, except of the payment of charges for which Owner has in good faith disputed, the Firm, at the Firm's expense, at each phase of submission of Construction Documents, shall furnish and deliver to the Owner 5 complete printed copies of all plans, drawings and specifications of every character made or furnished in connection with the Construction Work, which copies shall become the property of the Owner. The Firm shall incorporate into the plans, drawings and specifications such changes as are necessary to satisfy the Owner's review comments, any of which may be appealed in writing for good cause.

3.6.5 The Firm shall pay for the reproduction of all plans, specifications and other documents for use by the Firm and its Consultants and all documents reproduced for the various completion phase reviews by the Owner prior to the reproduction of bidding or proposal documents. All other reproduction costs shall be borne by the Owner, provided that all invoices for such reproduction work are billed directly to the Owner, free of state sales taxes, and identified by the Firm as to the project name, number and institution. However, addenda documents issued after the bid documents are reproduced, except for changes generated by Owner, shall be supplied at the Firm's expense.

3.6.6 The Firm shall prepare of a detailed construction cost estimate to confirm adherence to the Construction Cost Limitation and present same with each phased submission of the Construction Documents.

3.6.7 The Owner may require the Firm to perform Basic Services in a manner such that the project is constructed using multiple construction contracts.

3.6.8 The Owner will require Construction Document drawings to be produced on a CADD system as part of Basic Services. The Owner will define the CADD drawing requirements and the final media for the CADD data.

3.6.9 The Firm shall participate in a review of each phase of the submission of the Construction Documents with the Owner and General Contractor at the Project location. Prior to Owner's approval of a particular phase of the Construction Documents, the Firm shall incorporate such changes as are necessary to satisfy the Owner's review comments.

Before proceeding into the next scheduled phase of Construction Document development, the Firm shall obtain Owner's written acceptance of the prior phase and approval of the Construction Cost Limitation related thereto.

### 3.7 Bidding and Negotiation Phase

3.7.1 In conjunction with the implementation of the Guaranteed Maximum Price and at other times as appropriate to the Project, the Firm shall assist the Owner and General Contractor by receiving and recording requests for Bid and CSP Documents, issuing Bid and CSP Documents, and accounting for Bid and CSP Documents issued; receiving and resolving questions about Bid and CSP Documents; preparing addenda, issuing addenda, and accounting for addenda issued; attending pre-bid and pre-proposal conferences; obtaining and evaluating bids and proposals; and assisting in preparing and awarding multiple contracts for construction. Firm shall answer inquiries from bidders and proposers at Owner's request, and shall prepare and issue any necessary addenda to the bidding or proposal documents.

### 3.8 Construction Phase – Administration of the Construction Contract

3.8.1 The Construction Phase shall commence with the earlier of (1) Owner's acceptance of the General Contractor's Construction Cost Limitation ("CCL" for a stage or phase), (2) award of any subcontract or trade contract by General Contractor after authorization by Owner, or (3) the issuance of a purchase order by General Contractor for materials or equipment for the Project after prior written authorization by Owner and, together with the Firm's obligation to provide Basic Services under this Agreement, will terminate when final payment is made to the General Contractor for all Construction Work is made, or sixty days after the last Date of Substantial Completion, whichever occurs last.

3.8.2 Unless otherwise provided in this Agreement and incorporated in the Construction Documents, the Firm shall provide administration of the Contract for Construction as set forth below.

3.8.2.1 The Firm shall establish and maintain a numbering and tracking system for all project records, including changes, requests for information, submittals, and supplementary instructions and, for the purpose of monitoring and overseeing the Construction Work shall provide updated records to all attendees at each Owner's monthly meeting and at other times when requested.

3.8.2.2 The Firm shall prepare agendas in advance of and shall conduct all meetings scheduled by the Owner or Firm and shall promptly provide summary notes to all parties.

3.8.2.3 The Firm shall assist the Owner in making arrangements for a Pre-Construction Conference and shall assist in preparation of an administration booklet for the Pre-Construction Conference and shall distribute copies of the bound booklet to all parties.

3.8.3 The Firm shall review the General Contractor's initial administrative submittals for Project Schedule, Schedule of Values, Submittal Schedule, and Equipment Matrix to establish appropriate bases for construction monitoring, payment processing, and system commissioning. The Firm shall provide detailed written comments to the General Contractor for necessary revisions and recommend acceptance of these documents to the Owner when appropriate. The Firm shall review periodic updates of all schedules with Owner and General Contractor to evaluate appropriateness.

3.8.4 The Firm and its Consultants shall prepare appropriate materials for and conduct a Pre-Construction Conference at the Project site prior to commencement of construction by the General Contractor.

3.8.5 The Firm shall be a representative of the Owner during the Construction Phase, and shall advise and consult with the Owner. All formal instructions to the General Contractor shall be forwarded through the Firm and all communication by and with the Firm's Consultants shall be through the Firm, except that the Owner reserves the right to communicate directly with the General Contractor and Consultants as it deems necessary or appropriate at any time. The Firm shall have authority to act on behalf of the Owner to the extent provided in the Construction Documents unless otherwise modified by written instrument. Duties, responsibilities and limitations of authority of the Firm shall not be restricted, modified or extended without written acceptance of the Owner.

3.8.6 The Firm shall visit the site as reasonably necessary, but in no event less frequently than bi monthly to monitor appropriate activities construction period, and each Consultant shall visit the site as required during construction activities related to each Consultant's discipline, to observe the progress and quality of the Construction Work and to determine in general if the Construction Work is proceeding in accordance with the Construction Documents. Firm and each Consultant shall submit written reports for each of such visits and meetings. However, the Firm shall not be required to make exhaustive or continuous on site visits to inspect the quality or quantity of the Construction Work. On the basis of such onsite observations, the Firm shall keep the Owner informed of the progress and quality of the Construction Work, and shall endeavor to guard the Owner against defects and deficiencies in the Construction Work of the General Contractor. Firm shall notify Owner and the General Contractor in writing of any portions of the Construction Work which Firm has observed as not being in conformity with the Construction Documents and shall make recommendations as to correction of such deficiencies or defects. As part of such on-site observation, Firm shall make its site representative available and shall consult with Owner and the General Contractor on the occasion of all circumstances arising during the course of construction which would make such consultation in Owner's interests. In addition to site visits for general inspection and observation, the Firm and its Consultants shall visit the site for specific purposes related to certification of progress payments, start-up or mock-up reviews for significant work activities and for formal inspections of the Construction Work.

3.8.7 The Firm shall assist in the preparation of an agenda for, and attend monthly job conferences for attendance by representatives of the General Contractor, major Trade Contractors and Subcontractors, the Firm and the Owner's Representative, and prepare and distribute minutes of the meetings.

3.8.8 The Firm shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Construction Work, for the acts or omissions of the General Contractor, Trade Contractors, Subcontractors, or any other persons performing any of the Construction Work, or for the failure of any of them to carry out the Construction Work in accordance with the Construction Documents.

3.8.9 The Firm shall at all times have access to the Construction Work wherever it is in preparation or progress.

3.8.10 The Firm shall determine the amounts owing to the General Contractor based on observations of Construction Work placed at the site and on evaluations of the General Contractor's Estimate for Partial Payment, shall coordinate such review and evaluation with the Owner's representatives, and shall certify General Contractor's Estimates for Partial Payment in such amounts as Firm deems to be due and payable.

3.8.11 The certification of a General Contractor's Estimate for Partial Payment shall constitute a representation by the Firm to the Owner, based on the Firm's observations at the site as provided in this Agreement and on the data comprising the General Contractor's Estimate for Partial Payment, that the Construction Work has progressed to the point indicated; that, to the best of the Firm's knowledge, information and belief, the quality of the work is in accordance with the Construction Documents (subject to an evaluation of the Construction Work for conformance with the Construction Documents upon Substantial Completion, to the results of any subsequent tests required by or performed under the Construction Documents, to minor deviations from the Construction Documents correctable prior to completion, and to any specific qualifications stated in the General Contractor's Estimate for Partial Payment); and that the General Contractor is entitled to payment in the amount certified. However, the approval of a General Contractor's Estimate for Partial Payment shall not be a representation that the Firm has made any examination to ascertain how and for what

purpose the General Contractor has used the moneys paid on account of the Contract Amount.

3.8.12 The Firm shall be the interpreter of the technical requirements of the Construction Documents and the judge of the performance there under by the General Contractor. The Firm shall render interpretations necessary for the proper execution or progress of the Construction Work with reasonable promptness on written requests of either the Owner or the General Contractor, and shall render written recommendations within a reasonable time, on all claims, disputes and other matters in question between the Owner and the General Contractor relating to the execution or progress of the Construction Work or the interpretation of the Construction Documents.

3.8.13 Interpretations and recommendations of the Firm shall be consistent with the intent of and reasonably inferable from the Construction Documents and shall be in written or graphic form.

3.8.14 Subject to approval of the Owner, the Firm's decisions in matters relating to artistic effect shall be final if consistent with the reasonably inferable intent of the Construction Documents. The Firm shall review interior designs and/or furniture selections proposed by the Owner to ensure aesthetic compatibility with the Firm's design.

3.8.15 The Firm shall have the responsibility and the authority, with appropriate notification to the parties, to reject Construction Work which does not conform to the Construction Documents. Whenever, in the Firm's reasonable opinion, it is necessary or advisable for the implementation of the intent of the Construction Documents, the Firm will have authority to require special inspection or testing of the Construction Work in accordance with the provisions of the Construction Documents, whether or not such Construction Work is then fabricated, installed or completed. The Firm shall review construction materials testing and any special testing required and shall provide recommendations for retesting, actions or any appropriate corrective measures as may be necessary or appropriate based on the results of such tests.

3.8.16 The Firm and its Consultants shall review and approve or take other appropriate action upon the General Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for conformance with the design concept of the Construction Work set forth in the Construction Documents, and shall respond to General Contractor's inquiries and questions and provide such supplemental information as appropriate. Such action shall be taken with reasonable promptness so as to cause no delay to the General Contractor's scheduled progress, but in any event within fourteen (14) business days. The Firm's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

3.8.17 Firm shall provide consultation for the purpose of clarification and interpretation of the intent and scope of the Construction Documents and, if necessary or appropriate, issue supplemental documents to amplify or clarify portions of the Construction Documents.

3.8.18 Firm shall provide assistance in the review of the General Contractor's requests for change orders or claims for additional costs or time, and make recommendations to Owner as to such requests or claims.

3.8.19 The Firm shall prepare Change Orders for the Owner's approval and execution in accordance with the Construction Documents, and shall have authority to order minor changes in the Construction Work which are not inconsistent with the intent of the Construction Documents and do not involve an adjustment in the CCL or an extension of the Contract Time. In conjunction with each Change issued by the Firm, the Firm shall recommend to the Owner whether the General Contractor's proposal is reasonable. The Firm shall prepare revised Contract Drawings, where appropriate, to illustrate and document the work required by the Change. All proposed changes to drawings, plans and specifications, regardless of how initiated, shall be totally defined in the document depicting them as to scope of work added, removed, or changed. The original copies of the Construction Documents may be revised to show such changes, provided that all such revisions shall be separately recorded on media acceptable to Owner, including, without limitation, CADD. Such revisions shall be clearly indicated and a current revision date shall be included on the reproducible copy. Changes to the specifications shall be made by consecutively numbered and dated addenda. All changes to design documents or specifications will be identified with date of change, revision number and other customary identification references. Areas changed on drawings will be "clouded" to show each change. Clouds designating previous changes will be removed so that only the most recent changes will be clouded. If the revised drawings are due to Changes ordered by the Owner and not due to errors and omissions on the part of the Firm, Firm's reasonable extra expenses to produce them will be treated as Additional Services.

3.8.20 Firm shall conduct and its Consultants shall participate in concealed space inspections, systems start-up inspections, Substantial Completion or pre-Final inspections to determine the Dates of Substantial Completion, and Final Inspection. In association with each inspection, Firm and its Consultants shall prepare a list of items which have observed as deficiencies in the Construction Work requiring remedial work or replacement, assemble and distribute the official punch list(s) to all affected parties, and thereafter review the corrected and/or replaced work and assist in verification of correction of all items.

3.8.21 Firm shall review, for conformance with the Construction Documents, General Contractor's submission of guarantees and warranties.

3.8.22 The Firm and its Consultants shall assist the Owner in checking as-built drawings during the course of the Construction Work in association with certifying progress payments and shall review final as-built documents for completeness and compliance with Construction Documents.

3.8.23 Firm shall receive and review General Contractor's submission of operating and maintenance instructions, manuals, brochures, drawings, and other close-out documentation furnished by the General Contractor; shall require necessary revisions to same; and, when acceptable under the terms of the Contract between Owner and General Contractor, shall forward them to the Owner. The Firm shall certify final payment to the General Contractor when the requirements of the Contract between Owner and General Contractor have been met.

3.8.24 Firm shall provide assistance to Owner for the purpose of advising and counseling Owner's personnel in the usage, operation and maintenance of the building mechanical, electrical, and plumbing systems.

3.8.25 The Firm shall be available after final payment to advise the Owner regarding Warranty items and to inspect Warranty work during the Warranty period. Firm shall participate in the Project's one-year warranty review.

### 3.9 Additional Services

3.9.1 Additional Services shall be provided only if authorized or confirmed in writing by the Owner. Prior to commencing any Additional Service, the Firm shall prepare for acceptance by the Owner an Additional Services Proposal detailing the scope of the Additional Services and the proposed fee for those services. The Firm shall proceed to perform Additional Services only after written acceptance of the Additional Services Proposal by Owner.

### 4. Compensation

4.1 The Firm shall present monthly Applications for Payment to the Owner and approved Additional Services performed and the approved Reimbursable Expenses incurred for the Project in the previous month. With each application for payment, the Firm shall submit payroll information, receipts, invoices and any other evidence of payment which Owner or its designated representatives shall deem necessary to support the amount requested.

4.2 Owner shall promptly review the Application for Payment and notify the Firm whether the Application is approved or disapproved, in whole or in part. Owner shall promptly pay the Firm for all approved services and expenses. For purposes of Texas Government Code § 2251.021(a)(2), the date performance of services is completed is the date when the Owner's representative approves the Application for Payment.

**4.3 The firm will be required to provide separate lump sums for Base Bid and Alternates at a fair and reasonable negotiated rate as per the TSC approved fee schedule for A/E Services.** Progress Payments will be made after completion of each of the following phases according to the schedule below.

#### **Progress payment schedule**

**Preliminary Design Phase 15%**

**Procurement Documents Phase 20%**



**Construction Documents Phase 40%**  
**Bidding or Negotiation Phase 5%**  
**Construction Administration Phase 20%**