

**PROFESSIONAL ARCHITECTURAL/ENGINEERING
SERVICES AGREEMENT
BETWEEN
THE TEXAS FACILITIES COMMISSION
AND
INTELLIGENT ENGINEERING SERVICES**

The Texas Facilities Commission (hereinafter referred to as "TFC"), a state agency located at 1711 San Jacinto Boulevard, Austin, Texas 78701, as Owner (as defined in *2015 Uniform General Conditions for Construction Contracts*, Section 1.28) and Intelligent Engineering (hereinafter referred to as "A/E"), located at Union Square II, 10001 Reunion Place, Suite 200, San Antonio, Texas 78216, enter into the following contract for professional architectural and engineering services (hereinafter referred to as the "Agreement") pursuant to the Professional Services Procurement Act, Tex. Gov't Code Ann. Ch. 2254, Subchapter. A, to be effective as of the Effective Date (as defined below). Nothing in this Agreement shall be interpreted or construed to make A/E [as defined as defined in the *Uniform General Conditions – 2015 Edition* ("UGC"), Section 1.16] a third-party beneficiary hereunder.

I. SCOPE OF SERVICES AND RESPONSIBILITIES FOR THE PROJECT

1.01. **PROJECT DESCRIPTION.** (a) The project for which A/E agrees to provide professional architectural and engineering services comprised of the structural observation on areas of the GJ Sutton Building located at 321 Center Street, San Antonio, Texas 78202, on a quarterly basis for a two year period (hereinafter referred to as the "Project"). The services shall include, but not be limited to, the following: (i) room by room observations for signs of structural distress; and (ii) preparation of reports documenting the observations, as further depicted in A/E proposal dated June 2, 2016, attached hereto and incorporated herein for all purposes as "Exhibit A." Changes to A/E's services for the Project set forth in this Agreement will not be allowed unless approved in writing by TFC. No compensation will be allowed for work by A/E performed without such prior approval.

1.02. **MOBILIZATION AND PREDESIGN.** A/E shall perform the following mobilization and pre-design services for the Project.

(a) Consult with TFC and the user agency to become thoroughly familiar with the "Program" which includes overall goals of the Project.

(b) Visit and become familiar with the site.

(c) Review existing site and facilities studies as may be available and applicable.

(d) Determine and advise TFC which additional, if any, subcontractors not employed by A/E under this Agreement will be necessary to complement the services of A/E in order to fulfill requirements of the Program.

(e) In collaboration with TFC, develop a schedule for the delivery of services under this Agreement. Such schedule shall be consistent with the deadlines and benchmarks of the overall Project goals.

(f) Confirm A/E ability to utilize the computer-aided design system and the project management control system utilized by TFC. Coordinate with TFC the manner of implementing these systems throughout the life of the Project.

(g) If necessary, assign appropriate staff to receive instruction from TFC in the use of the electronic project management control system utilized by TFC.

1.03. **STRUCTURAL INSPECTIONS.** A/E shall provide seven (7) structural visual observations of areas of the GJ Sutton building on a quarterly frequency for a two year period. The services shall include, but not be limited to the following:

- (a) room by room observations for signs of structural distress;
- (b) documentation of new distress, changes in conditions, advancement of existing distress and trends in changing conditions; and
- (c) preparation of reports documenting the observations;

1.04. **TFC'S RESPONSIBILITIES.** TFC shall perform the following services for the Project.

- (a) TFC shall provide A/E the following information for the Project:
 - (i.) full information as to the requirements for the Project and procedures to be followed;
 - (ii.) soil reports as required by the A/E; and
 - (iii.) a full description of procedures to be followed in the interaction between TFC, its contractors, and A/E; such description to include training in the use of any electronic project management control systems employed by TFC on the Project.
- (b) TFC shall provide A/E the following services for the Project:
 - (i.) assist A/E in gaining entry to property as necessary for performance of A/E's services under this Agreement.
 - (ii.) designate a Project Manager for the implementation of work under this Agreement who will serve as the point of contact between TFC, the user agency (if any), and A/E. TFC's Project Manager shall supervise TFC's review and approval of A/E's work product, deliverables, draft and final reports, payment requests, schedules, budget administration and similar matters. The Project Manager does not have any express or implied authority to vary the terms of the, amend the Agreement in any way, or waive strict performance of the terms of conditions or the Agreement;
 - (iii.) provide, or cause to be provided, such additional professional services as may be necessary to complete the Project that are not provided under this Agreement;

(iv.) provide intermediate reviews of the work product of the A/E as necessary to allow A/E to proceed with delivery of its services in a timely way; and

(v.) if deemed necessary by TFC and utilizing its inspection staff, TFC may conduct different levels of inspection during construction of the Project. However, this activity shall not relieve A/E from its obligations under this Agreement.

1.05. A/E PERSONNEL. (a) A/E's designated project manager, employees and associated subcontractors to be utilized in the performance of these services under this Agreement are identified in "Exhibit B – PSP's List of PSP Project Manager and Subcontractors", attached hereto and incorporated herein for all purposes. The persons identified in Exhibit B shall not be changed except with TFC's prior written acknowledgement and concurrence, which shall not be unreasonably withheld. TFC has the right to approve A/E's project manager and replace if necessary during the course of the Project if not performing adequately.

A/E will commit the assigned and approved project manager for the amount of time necessary to fully manage and oversee the responsibilities of A/E. TFC maintains the right to require the use of up to a full time status, if deemed necessary, for the proper execution of A/E's deliverables.

(b) All project design team members shall cooperate and assist all other contractors and design professionals retained by TFC during the Project. A/E's agreements with its contractors and subcontractors shall contain a provision to preclude any contractor, subcontractor and/or principals and families, from having any financial interest in a firm, which bids or performs any part of the construction work. These agreements must be made available to TFC upon request.

1.06. MEETING ATTENDANCE. Unless otherwise addressed in this Agreement, attendance at all meetings necessary to the delivery of all services to be provided by A/E is an integral part of such services and included in the fees as set forth in Article III of this Agreement.

II. TERM

2.01. DURATION. This Agreement shall be effective as of the date executed by the last party, and shall terminate on October 1, 2018 unless extended by the parties by amendment to this Agreement or terminated earlier, as provided below.

2.02. EARLY TERMINATION. This Agreement may be terminated by either party by giving written notice specifying a termination date at least ten (10) days subsequent to the date of the notice. Upon receipt of any such notice, A/E will cease work and undertake to terminate any relevant subcontracts and will incur no further expense related to this Agreement. Such early termination shall be subject to the equitable settlement of the respective interests of the parties accrued up to the date of termination.

III. CONSIDERATION

3.01. CONTRACT LIMIT AND FEES AND EXPENSES. (a) The total amount of this Agreement shall not exceed the sum of Twenty Three Thousand Eight Hundred and No/100 Dollars (\$23,800.00), inclusive of reimbursable expenses. A/E shall submit detailed invoices monthly to TFC for services performed and shall be based on hourly rates set forth in Exhibit A. TFC agrees to pay A/E in accordance with Chapter 2251 of the Texas Government Code, also known as the "Prompt Payment Act."

(b) Reasonable lodging and traveling expenses shall be considered a Reimbursable Expense under this Agreement when professional and technical personnel of A/E are away from the cities in which they are permanently assigned and are conducting authorized business directly connected with this Agreement. For the purposes of this Agreement, no travel reimbursement shall be made for travel within 100 miles of the location identified as the principal place of business or branch office of A/E, except for overnight stays, which require prior TFC project manager approval. The maximum amount for each Reimbursable Expense for travel and lodging shall be the rates established by the Texas Comptroller of Public Accounts, and outlined in Textravel, <https://fmx.cpa.state.tx.us/fmx/travel/texttravel/index.php>, formerly known as the State of Texas Travel Allowance Guide for state employees. No Reimbursable Expenses shall exceed actual cost. In addition to those items specifically identified above as a Reimbursable Expense, permit fees and associated costs, certain other incidental direct expenses including, but not limited to, copying, telephone, data, and express mail services, and rental of special equipment or tools required in connection with provision of the Professional Services for the Project, may constitute a Reimbursable Expense; provided however, A/E must obtain the written approval of TFC prior to incurring the expense. Approval may be granted only under those limited circumstances wherein such costs are not considered normal or customary basic services under this Agreement. All requests for reimbursement must be accompanied by such documentation which, in the judgment of the TFC, allows for complete substantiation of the costs incurred.

(c) Changes in the scope of services affecting the cost of services provided for in this Agreement shall be approved by TFC by amendment to this Agreement. No compensation will be allowed for work performed without such amendment.

(d) A/E shall closely monitor the amount of its work and notify TFC, in writing, within five (5) working days of when expenditures for such work reaches eighty (80) percent of approved maximum not-to-exceed contract amount(s). Nothing herein shall be construed to require the TFC to increase the approved maximum not-to-exceed contract amount(s) established under this Agreement.

3.02. ADDITIONAL SERVICES. "Additional Services" are those services not included in Article I of this Agreement which may be requested by TFC at any time for the duration of this Agreement. Upon request by TFC for Additional Services, A/E shall prepare and submit to TFC a proposal for such services requested. Additional Services shall be performed at a rate negotiated between TFC and A/E and shall be approved by the parties by amendment to this Agreement.

3.03. PAYMENTS TO A/E. Payments to A/E shall be made monthly in proportion to the services performed.

3.04. **PAYMENTS TO SUBCONTRACTORS.** For all services rendered, A/E's payment to subcontractors is due within ten (10) days after receipt of payment from the TFC and, when appropriate, TFC shall issue joint checks to the A/E and sub-contractors.

IV. A/E'S REPRESENTATIONS, RESPONSIBILITY AND LIABILITY

4.01. **PERFORMANCE REPRESENTATIONS.** A/E represents that all services provided by A/E under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. A/E represents that any plans, drawings, photos, designs, studies, specifications, computer programs, technical reports, and other work which is specified to be delivered under this Agreement and which are to be paid for by TFC (collectively, the "Deliverables") under this Agreement shall be: (i.) completed in a manner consistent with standards in the applicable trade, profession, or industry; (ii.) conform to or exceed the specifications set forth in this Agreement; and, (iii.) be fit for ordinary use, of good quality, and with no material defects. If A/E fails to provide or satisfactorily perform any of the conditions, work, or Deliverables called for by this Agreement within the time requirements specified, then TFC may require A/E to:

- (a) repair or replace, at A/E's expense, any or all defective or damaged Deliverables;
- (b) refund any payment received for any defective or damaged Deliverables and, in conjunction therewith, require A/E to accept the return of any defective or damaged Deliverables at A/E's sole expense; and/or
- (c) take necessary action to provide that future performance conforms to the Agreement requirements at A/E's sole expense.

4.02. **RESPONSIBILITY AND LIABILITY.** (a) Acceptance and approval of a final Project Report or other documents or computer programs by TFC shall not constitute nor be deemed a release of A/E's responsibilities and liability for the accuracy and competency of A/E's work products, computer programs, or other documents and services prepared or performed under this Agreement. No approvals or acceptances by or on behalf of TFC shall be deemed to be an assumption of such responsibility by TFC for any defect, error or omission in said work products, computer programs or other documents and services as prepared or performed by A/E.

(b) A/E does not guarantee the performance of a construction contractor. A/E shall timely inform TFC of any observation of a construction contractor's failure to perform their work in accordance with the construction contract and current approved schedule and shall recommend to TFC measures to correct such failures.

V. A/E GENERAL AFFIRMATIONS

5.01. **FINANCIAL INTERESTS/GIFTS.** (a) Pursuant to Texas Government Code Sections 572.051 and 2255.001 and Texas Penal Code Section 36.09, Contractor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract.

(b) Pursuant to Texas Government Code Chapter 573 and Section 2254.032, if applicable, Contractor certifies that Contractor knows of no officer or employee of TFC, nor any relative within the second degree of consanguinity or affinity of an officer or employee of TFC, that has a financial interest in Contractor's company or corporation. Contractor further certifies that no partner, corporation, or unincorporated association which employs, retains or contracts with, or which may employ, retain, or contract with any of the above, has a financial interest in any entity with which Contractor will be dealing on behalf of TFC.

5.02. **PRIOR EMPLOYMENT.** A/E knows of no officer or employee of TFC, nor any relative within the second degree of consanguinity or affinity of an officer or employee of TFC, that has a financial interest in A/E's firm or corporation. A/E further certifies that no partner, corporation, or unincorporated association that employs, retains or contracts with, or which may employ, retain, or contract with any of the above, has a financial interest in any entity with which A/E will be dealing on behalf of TFC pursuant to the Texas Government Code, Chapter 573 and Section 2254.032. Furthermore, A/E certifies and agrees that if it employs any former employee of TFC, such employee will perform no work in connection with this Contract during the twelve (12) month period immediately following the employee's last date of employment at TFC.

5.03. **ELIGIBILITY.** A/E certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified Agreement and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate pursuant to Texas Government Code, Section 2155.004(b).

5.04. **FAMILY CODE.** Pursuant to the requirements of Texas Family Code, Section 231.006, regarding delinquent child support, the undersigned signatory certifies that the individual or business entity named in this Agreement is not ineligible to receive payment under this Agreement and, if applicable, A/E has provided the name and Social Security number of each person (sole proprietors, firm owners, partners, or shareholders) with at least 25% ownership of the business entity entering into this Agreement prior to its execution. A/E acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

5.05. **DEBTS OR DELINQUENCIES TO STATE.** A/E understands and agrees that any payment due under this Agreement may be applied toward payment of any debt that is owed to the State of Texas including, but not limited to, delinquent taxes and child support pursuant to Texas Government Code, Section 403.055.

5.06. **A/E SAFETY.** All A/E's and subcontractors conducting work for TFC shall abide by all OSHA rules and regulations provided by the Department of Labor, OSHA, Code of Federal Regulations, Chapter 29. Employees of A/E and subcontractors shall be trained in accordance with Chapter 29, Occupational Safety and Health Regulations. A/E and subcontractors shall inform the Contract Administrator of their Hazardous Electrical Energy Control, Lockout/Tag-out Procedure. A/E's procedure must meet or exceed TFC's procedure as determined by the Contract Administrator. Work shall not be done on energized electrical circuits, components or equipment. When de-energizing is impractical due to possible harm to personnel, equipment or facility damage, negative onsite or offsite environmental impact, or business interruption Contractor must follow OSHA requirements as detailed in OSHA Regulations 1910.331 – 1910.399.

5.07. CONTRACTOR COOPERATION. (a) A/E agrees to conduct all of its services under this Agreement by and through appropriate communications with the Contract Administrator. No work, installation or other services shall be undertaken by A/E except with the prior written direction of the Contract Administrator. A/E understands and agrees that work, installation or any other service performed without the prior written direction of the Contract Administrator is work outside the scope of this Agreement and shall be performed exclusively at A/E's risk.

(b) A/E agrees to employ competent personnel meeting the requirements outlined in the specifications, who shall be satisfactory to TFC. Personnel assigned to perform services under this Agreement may not be reassigned without the prior written approval by the Contract Administrator. TFC may request that A/E replace unsatisfactory personnel, which request shall not be unreasonably denied. A/E agrees to cooperate and coordinate its work with that of other Contractors retained by owner. Upon discovery of an apparent conflict in the sequencing of work with another Contractor, A/E shall report the concern to the Contract Administrator who will resolve the conflict.

5.08. E-VERIFY. By entering into this Agreement, A/E certifies and ensures that it utilizes and will continue to utilize, for the term of this Agreement, the U.S. Department of Homeland Security's E-Verify system, in accordance with the U.S. Department of Homeland Security's rules, to determine the eligibility of: all persons employed to perform duties within the State of Texas, during the term of the Agreement; and all persons (including subcontractors) assigned by the A/E to perform work pursuant to the Agreement, within the United States of America. A/E shall provide, upon request of TFC and if available, 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 (3) most recent hires that match the criteria above, by the A/E, and A/E's subcontractors, as proof that this provision is being followed. If this certification is falsely made, the Agreement may be immediately terminated, at the discretion of TFC, and at no fault to TFC, with no prior notification. A/E shall also be responsible for the costs of any re-solicitation that TFC must undertake to replace the terminated Agreement. For persons not eligible for E-Verify screening, A/E (including sub-contractors) shall provide, upon request by TFC, another form of documentation of proof of eligibility to work in the United States of America.

5.09. IDENTIFICATION OF PROJECT MANAGER AND ALL SUBCONTRACTORS. The Project Manager identified in the initial List of A/E Project Manager and Subcontractors (hereinafter referred to as the "List"), will supervise the efforts of Contractor to timely provide TFC with the Construction Services.

(a) The Project Manager must be committed to the Project on a full- time basis. TFC reserves the right to approve the appointment of the Project Manager and to demand that the Project Manager, and any of Contractor's employees or Subcontractors, be removed and replaced if, in the sole opinion of TFC, their performance on this Project or any other Projects, is and/or was not adequate or their continued involvement with the Project will, is, or has become, detrimental to the timely and successful completion of the Project, including but not limited to, for such reasons as:

(i) any past or present violation of any statute, rule, regulation or ordinance of any city, county, the State of Texas, or the United States, or any other Laws and Regulations;

(ii.) TFC's reasonable belief that failure to obtain an acceptable criminal background check will occur;

(iii.) prior unsatisfactory performance on other TFC projects; and

(iv.) any other like reasons.

(b) The Project Manager and Subcontractors identified in the List shall not be removed or replaced by Contractor, nor shall any other Subcontractors be engaged by Contractor, unless prior written consent is obtained from TFC, which consent shall not be unreasonably withheld, conditioned, or delayed.

5.10. **BUY TEXAS.** If A/E is authorized to make purchases under this Agreement, A/E certifies that A/E will buy Texas products, services, and materials when available at a comparable price and in a comparable period of time pursuant to Texas Government Code, Chapter 2155.

5.11. **EQUAL OPPORTUNITY.** A/E shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin. A/E shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, sex, religion, age, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. A/E agrees to post in conspicuous places, available to employees or applicants for employment, notices to be provided setting forth the provisions of this non-discrimination article. A/E shall include the above provisions in all subcontracts pertaining to the work.

5.12. **DECEPTIVE TRADE PRACTICE ; UNFAIR BUSINESS PRACTICES.** A/E represents and warrants that it has not been found liable of Deceptive Trade Practices violations under Texas Business and Commerce Code, Chapter 17, or of any unfair business practice in any administrative hearing or court suit. A/E further certifies that it has no officers who have served as officers of other entities who have been found liable of Deceptive Trade Practices violations or of any unfair business practices in an administrative hearing or court suit. In the event that allegations of Deceptive Trade Practices violations under Texas Business and Commerce Code, Chapter 17, or of any unfair business practices against either A/E or any of A/E's officers are currently pending in an administrative proceeding or in a lawsuit filed with any court, then A/E shall disclose all such pending matters to TFC and provide a brief description of each allegation, information regarding the administrative body or court before which the matter is pending, and the current status of the matter.

5.13. **GENERAL AND CRIMINAL BACKGROUND CHECKS.** (a) A/E represents and warrants that A/E and A/E's employees have not been convicted of a felony criminal offense, or that, if such a conviction has occurred, A/E has fully advised TFC as to the facts and circumstances surrounding the conviction.

(b) A/E's employees and subcontractors that will complete any work on-site at a state-owned property may be subject to a criminal background check. Any expense associated with such criminal background check shall be borne by A/E. If requested by TFC, a complete criminal background check shall be completed before any employee performs services at the site, and may be requested at any time thereafter. Criminal background checks must be accomplished by the Texas Department of Public Safety ("DPS"), which includes fingerprint processing by an independent third-party company selected by DPS. Upon receipt of the fingerprints of A/E's employees and/or subcontractors, DPS, or TFC, will adjudicate the results of the criminal background searches in accordance with the criteria set forth in "Exhibit D – Texas Facilities Commission Criminal Background Checks and Application Guidelines" attached hereto and incorporated herein for all purposes.

5.14. **AGENCY EXECUTIVE HEAD.** Under Texas Government Code, Section 669.003 relating to contracting with an executive of a state agency, A/E represents that no person who, in the past four (4) years served as an executive of TFC or any other State agency, was involved with or has any interest in this Agreement or any contract resulting from this Agreement. If A/E employs or has used the services of a former executive head of TFC or any other State agency, then A/E shall provide the following information: the Name of the former executive, the name of the State agency, the date of separation from State agency, the position held with A/E, and the date of employment with A/E.

VI. STATE FUNDING

6.01. **STATE FUNDING.** (a) This Agreement shall not be construed as creating any debt on behalf of the State of Texas and/or TFC in violation of TEX. CONST. art. III, § 49. In compliance with TEX. CONST. art. VIII, § 6, it is understood that all obligations of TFC hereunder are subject to the availability of state funds. If such funds are not appropriated or become unavailable, this Agreement may be terminated. In that event, the parties shall be discharged from further obligations, subject to the equitable settlement of their respective interests accrued up to the date of termination.

(b) Furthermore, any damages due under this Agreement should not exceed the amount of funds appropriated for payment under this Agreement, but not yet paid to A/E, for the fiscal year budget in existence at the time of the breach; **provided, however, the foregoing shall not be construed as a waiver of sovereign immunity.**

VII. COPYRIGHTS AND RIGHTS IN DATA

7.01. **COPYRIGHTS AND RIGHTS IN DATA.** A/E agrees that all Deliverables, as previously defined in Section 4.01, provided under this Agreement are subject to the rights of TFC in effect on the date of execution of this Agreement. These rights include the right to use, duplicate and disclose such subject matter and data, in whole or in part, in any manner for alterations, additions, remodels or maintenance; and, to have others do so. If the Deliverables produced by A/E are copyrightable, A/E may copyright it, subject to the rights of TFC. TFC reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, and use such and to authorize others to do so. A/E shall include appropriate provisions to achieve the purpose of this condition in all subcontracts extended to produce copyrightable subject data.

All such Deliverables furnished by A/E pursuant to this Agreement shall be considered instruments of their services in respect to the Project. It is understood that A/E does not represent such Deliverables to be suitable for reuse on any other study or for any other purpose(s). If A/E (at TFC's request and authorization) verifies or adapts A/E's Deliverables for TFC's use on another study, A/E shall be compensated for redesign or new design, bidding and construction administration services.

A/E shall promptly provide copies of the Deliverables to TFC upon completion, termination, or cancellation of this Agreement for any reason, including all copies of the Deliverables in any form or medium specified by TFC in this Agreement, whether written, digital, or electronic.

VIII. RECORDS, AUDIT, PROPRIETARY INFORMATION, AND PUBLIC DISCLOSURE

8.01. **BOOKS AND RECORDS.** A/E shall keep and maintain under Generally Accepted Accounting Principles full, true and complete records, as are necessary to fully disclose to TFC or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with the terms and conditions of this Agreement and all state and federal regulations and statutes.

8.02. **INSPECTION & AUDIT.** A/E agrees that all relevant records related to this Agreement or any work product under this Agreement, including practices of its subcontractors, shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of A/E where such records may be found, with or without notice by the Texas State Auditor's Office, the contracting agency or its contracted examiners, or the Texas Attorney General's Office, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect the requirements of this section. In addition, pursuant to Texas Government Code, Section 2262.154, the SAO may conduct an audit or investigation of any entity receiving funds under this Contract, including direct payments to the A/E and indirect payments under a subcontract to this Contract; acceptance of such monies acts as acceptance of SAO authority, under legislative audit committee direction, to audit and investigate related to those funds and the entity subject to the audit or investigation must provide SAO with access to any information SAO considers relevant to the scope of the audit or investigation.

8.03. **PERIOD OF RETENTION.** All records relevant to this Agreement shall be retained a minimum seven (7) years. The retention period runs from the date of payment for the relevant goods or services by TFC, or from the date of termination of the Agreement, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative proceeding or litigation which may ensue.

8.04. **CONFIDENTIALITY.** A/E shall keep confidential all information, in whatever form, produced, prepared, observed or received by A/E to the extent that such information is:

(i) confidential by law;

(ii) marked or designated "confidential" (or words to that effect) by TFC; or,

(iii) information that A/E is otherwise required to keep confidential by this Agreement.

Furthermore, A/E will not advertise that it is doing business with TFC or use this Agreement as a marketing or sales tool without the prior written consent of TFC.

8.05. PUBLIC RECORDS. Notwithstanding any provisions of this Agreement to the contrary, PSP understands that TFC will comply with the Texas Public Information Act, Texas Government Code, Chapter 552. If contacted by TFC, PSP will cooperate with TFC in the production of documents responsive to the request. PSP agrees to provide the documents responsive to the request in the format and within the time frame specified by TFC. PSP may request that TFC seek an opinion from the Office of the Texas Attorney General. However, the final decision whether to seek a ruling from the Office of the Texas Attorney General will be made by TFC in its sole discretion to comply with the legal requirements of the Texas Public Information Act. Additionally, PSP will notify TFC's General Counsel within twenty-four (24) hours of receipt of any third-party requests for information written, produced, collected, assembled, or maintained in connection with this Agreement and/or any Assignment. This Agreement and/or any Assignment and all data and other information generated or otherwise obtained in its performance is subject to the Texas Public Information Act. PSP agrees to maintain the confidentiality of information received from the State of Texas during the performance of this Agreement, including information which discloses confidential personal information particularly, but not limited to, social security numbers. Furthermore, PSP is required to make any information created or exchanged with the State pursuant to this Agreement, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public as specified by TFC at no additional charge to the State.

8.06. ELECTRONIC AND INFORMATION RESOURCES ACCESSIBILITY STANDARDS. (a) Effective September 1, 2006, all state agencies and institutions of higher education shall procure products which comply with the State of Texas accessibility requirements for electronic and information resources specified in Title 1 of the Texas Administrative Code, Chapter 213 when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation.

(a) (b) If applicable, PSP shall provide the Texas Department of Information Resources ("DIR") with the universal resource link, also known as URL, to its Voluntary Product Accessibility Template ("VPAT") for reviewing compliance with the State of Texas accessibility requirements (based on the Federal standards established under Section 508 of the Rehabilitation Act), or indicate that the product/service accessibility information is available from the General Services Administration "Buy Accessible Wizard" (<http://www.buyaccessible.gov>). PSPs not listed with the "Buy Accessible Wizard" or supplying a URL to their VPAT must provide DIR with a report that addresses the same accessibility criteria in substantively the same format. Additional information regarding the "Buy Accessible Wizard" or obtaining a copy of the VPAT is located at <http://www.section508.gov/>.

IX. INSURANCE AND LEGAL OBLIGATIONS

9.01. **INSURANCE.** Prior to the commencement of work under this Agreement, A/E agrees to carry and maintain insurance in the following types and amounts for the duration of this Agreement, and to furnish certificates of insurance and make available copies of policy declaration pages and policy endorsements as evidence thereof:

(b) Workers' compensation and employers' liability coverage with minimum policy limits for employers' liability of \$1,000,000.00 bodily injury per accident, \$1,000,000.00 bodily injury disease policy limit and \$1,000,000.00 per disease, per employee. Workers' compensation insurance coverage must meet the statutory requirements of Texas Labor Code, Section 401.011(44). Certification in writing from the contractor and subcontractors shall be provided to TFC in accordance with Texas Labor Code, Section 406.096. The policy shall be endorsed to include Waiver of Subrogation in favor of TFC.

(c) Commercial general liability with a combined single limit of \$1,000,000.00 per occurrence including products/completed operations, where appropriate, with a separate general aggregate of \$2,000,000.00. The policy shall contain the following provisions:

- (i.) the general aggregate limit shall apply on a per Project basis;
- (ii.) Independent Contractors coverage;
- (iii.) State of Texas, TFC, its officials, directors, employees, representatives, and volunteers must be listed as an additional insureds;
- (iv.) thirty (30) day Notice of Cancellation in favor of TFC; and,
- (v.) Waiver of Subrogation in favor of TFC.

(d) Business automobile liability insurance for all owned, non-owned and hired vehicles with a minimum combined single limit of \$1,000,000.00 per accident for bodily injury and property damage. Alternate acceptable limits are \$1,000,000.00 bodily injury per person, \$1,000,000.00 bodily injury per accident and at least \$1,000,000.00 property damage liability per accident. The policy shall contain the following endorsements in favor of TFC:

- (i.) Waiver of Subrogation endorsement;
- (ii.) thirty (30) day Notice of Cancellation endorsement; and,
- (iii.) Additional Insured endorsement.

(e) Architect/Engineers professional liability insurance with a minimum limit of \$1,000,000.00 per claim and in the aggregate to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission committed with respect to plans, maps, drawings, analysis, reports, surveys, change

orders, designs, or specifications prepared by the insured. A/E shall maintain coverage for the duration of this Agreement and for not less than twenty-four (24) months following completion of the Project, whichever is longer.

9.02. GENERAL REQUIREMENTS FOR INSURANCE. (a) A/E shall be responsible for deductibles and self-insured retention, if any, stated in policies. All deductibles or self-insured retention shall be disclosed on the certificate of insurance required above. If coverage is underwritten on a claims-made basis, the retroactive date shall be coincident with the date of this Agreement and the certificate of insurance shall state that the coverage is claims made and the retroactive date.

(b) A/E shall maintain coverage for the duration of this Agreement, and shall maintain coverage for the professional liability insurance for not less than twenty-four (24) months following completion of the Project. Coverage, including any renewals, shall have the same retroactive date as the original policy applicable to the Project. A/E shall, on at least an annual basis, provide TFC with an insurance certificate as evidence of such insurance. The premium for this extended reporting period shall be paid by A/E.

(c) A/E shall not commence work under this Agreement until they have obtained the required insurance and until such insurance has been reviewed by TFC. A/E shall not allow any sub-consultants to commence work until the required insurance has been obtained and approved. Approval of insurance by TFC shall not relieve or decrease the liability of A/E hereunder.

(d) Insurance shall be written by a company licensed to do business in the State of Texas at the time the policy is issued and shall be written by a company with an A.M. Best rating of A- or better.

(e) A/E shall produce endorsements upon TFC's request to each affected policy:

(i.) that obligates the insurance company to notify the Project Manager, at TFC, P.O. Box 13047, Austin, Texas 78711, of any non-renewal, cancellations or material changes at least thirty (30) days prior to change or cancellation; and

(ii.) that the "other" insurance clause shall not apply to the State where TFC is an additional insured shown on the policy. It is intended that policies required in this Agreement, covering both TFC and A/E, shall be considered primary coverage as applicable.

TFC shall be entitled, upon request and without expense, to receive copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies and if such request for deletions, revisions, or modifications are commercially available.

(g) A/E shall not cause any insurance required under this Agreement to cancel nor permit any insurance to lapse during the term of this Agreement.

(h) TFC reserves the right to review the insurance requirements of this section during the effective period of the Agreement and to make reasonable adjustments to insurance coverage and their limits when deemed necessary and prudent by TFC based upon changes in statutory law, court decisions or the claims history of the industry as well as A/E (such adjustments shall be commercially available to A/E).

(i) A/E shall provide TFC thirty (30) days written notice of erosion of the aggregate limit.

(j) Actual losses not covered by insurance as required by this Agreement shall be paid by A/E.

9.03. **LEGAL OBLIGATIONS.** A/E shall procure and maintain for the duration of this Agreement any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by A/E to provide the goods or services required by this Agreement. A/E will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. A/E agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Agreement.

X. MISCELLANEOUS PROVISIONS

10.01. INDEMNIFICATION.

(a) **ACTS OR OMISSIONS.** A/E SHALL INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND CUSTOMERS, 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 A/E OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE AGREEMENT AND ANY PURCHASE ORDERS ISSUED UNDER THE AGREEMENT. THE DEFENSE SHALL BE COORDINATED BY A/E WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND A/E MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. A/E AND TFC AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

(b) **INFRINGEMENTS.** A/E SHALL INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND TFC, 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 A/E PURSUANT TO THIS AGREEMENT. A/E AND

TFC AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. A/E SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY A/E WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND A/E MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. A/E SHALL HAVE NO LIABILITY UNDER THIS SECTION IF THE ALLEGED INFRINGEMENT IS CAUSED IN WHOLE OR IN PART BY: USE OF THE PRODUCT OR SERVICE FOR A PURPOSE OR IN A MANNER FOR WHICH THE PRODUCT OR SERVICE WAS NOT DESIGNED; ANY MODIFICATION MADE TO THE PRODUCT WITHOUT A/E'S WRITTEN APPROVAL; ANY MODIFICATIONS MADE TO THE PRODUCT BY THE A/E PURSUANT TO TFC'S SPECIFIC INSTRUCTIONS; ANY INTELLECTUAL PROPERTY RIGHT OWNED BY OR LICENSED TO TFC; OR ANY USE OF THE PRODUCT OR SERVICE BY TFC THAT IS NOT IN CONFORMITY WITH THE TERMS OF ANY APPLICABLE LICENSE AGREEMENT. IF A/E BECOMES AWARE OF AN ACTUAL OR POTENTIAL CLAIM, OR TFC PROVIDES A/E WITH NOTICE OF AN ACTUAL OR POTENTIAL CLAIM, A/E MAY (OR IN THE CASE OF AN INJUNCTION AGAINST TFC, SHALL), AT A/E'S SOLE OPTION AND EXPENSE: PROCURE FOR TFC THE RIGHT TO CONTINUE TO USE THE AFFECTED PORTION OF THE PRODUCT OR SERVICE; OR MODIFY OR REPLACE THE AFFECTED PORTION OF THE PRODUCT OR SERVICE WITH FUNCTIONALLY EQUIVALENT OR SUPERIOR PRODUCT OR SERVICE SO THAT TFC'S USE IS NON-INFRINGEMENT.

(c) TAXES/WORKERS' COMPENSATION/UNEMPLOYMENT INSURANCE - INCLUDING INDEMNITY. A/E AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS AGREEMENT, A/E SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF A/E'S AND A/E'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS AGREEMENT. A/E AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. TFC AND/OR THE STATE SHALL NOT BE LIABLE TO THE A/E, 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. A/E AGREES TO INDEMNIFY AND HOLD HARMLESS TFC, THE STATE OF TEXAS AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, 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 AGREEMENT. A/E SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY A/E WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND A/E MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE

OFFICE OF THE ATTORNEY GENERAL. A/E AND TFC AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

10.02. **ASSIGNMENT AND SUBCONTRACTS.** A/E shall neither assign, transfer, nor delegate any rights, obligations, or duties under this Agreement without the prior written consent of TFC. Notwithstanding this provision, it is mutually understood and agreed that A/E may subcontract with others for some or all of the services to be performed. In any approved subcontracts, A/E shall legally bind such subcontractor to perform and make such subcontractor subject to all the duties, requirements, and obligations of A/E specified herein. Nothing herein shall be construed to relieve A/E of the responsibility for ensuring that the goods delivered and/or the services rendered by A/E and/or any of its subcontractor comply with all the terms and provisions of this Agreement. A/E will provide written notification to TFC of any such subcontractor performing work under this Agreement, including the name and taxpayer identification number of subcontractor, the task(s) being performed, and the number of subcontractor employees expected to work on the task.

10.03. **HISTORICALLY UNDERUTILIZED BUSINESSES (HUBS).** In accordance with State law, it is TFC's policy to assist HUBs, whether minority or women-owned, whenever possible, to participate in providing goods and services to the agency. TFC encourages those parties with whom it contracts for the provision of goods and services to adhere to this same philosophy in selecting subcontractors to assist in fulfilling A/E's obligations with TFC. If A/E subcontracts with others for some or all of the services to be performed under this Agreement, A/E shall comply with all HUB requirements pursuant to Texas Government Code, Chapter 2161. A/E shall provide TFC with pertinent details of any participation by a HUB in fulfilling the duties and obligations arising hereunder on the HUB Subcontracting Plan Progress Assessment Report (PAR). PARs shall be submitted monthly with each invoice and are a condition of payment.

10.04. **IMMIGRATION REFORM.** (a) The Immigration Reform and Control Act of 1986 and 1990 requires that all employees hired since 1986 provide proof of identity and employment eligibility before they can work in the United States. TFC is committed to complying with all applicable immigration laws of the United States and requires compliance by all contractors and subcontractors who contract with the State. A/E shall not place any employee of A/E at a worksite, nor shall A/E permit any employee, nor any Subcontractor, to perform any Professional Services on behalf of or for the benefit of the State, without first confirming said employee's authorization to lawfully work in the United States.

(b) A/E warrants that A/E: (i) maintains and follows an established policy to verify the employment authorization of its employees and to ensure continued compliance for the duration of employment; (ii) has verified the identity and employment eligibility of all employees in compliance with applicable law; (iii) has established internal safeguards and reporting policies to encourage its employees to report any suspected violations of immigration policies or of immigration law promptly to A/E's senior management; and (iv) is without knowledge of any fact that would render any employee or Subcontractor ineligible to legally work in the United States.

(c) A/E further acknowledges, agrees, and warrants that A/E: (i) has complied, and shall at all times during the term of the Agreement comply, in all respects with the Immigration Reform and Control Act of 1986 and 1990, the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, as amended, and all of the laws, rules, and regulations relating thereto; (ii) has properly

maintained, and shall at all times during the term of the Agreement properly maintain, all records required by the Department of Homeland Security, Immigration and Customs Enforcement ("DHS-ICE"), including, without limitation, the completion and maintenance of the Form I-9 for each of A/E's employees; and (iii) has responded, and shall at all times during the term of the Agreement respond, in a timely fashion to any inspection requests related to such I-9 Forms. During the term of the Agreement, A/E shall, and shall cause its directors, officers, managers, agents and employees to, fully cooperate in all respects with any audit, inquiry, inspection or investigation that may be conducted by TFC or any state agency of A/E or any of its employees.

(d) A/E acknowledges, agrees, and warrants that all Subcontractors permitted by it to perform Professional Services will be required to agree to these same terms as a condition to being awarded any Subcontract for such work.

10.05. DRUG FREE WORK PLACE. A/E, A/E's employees and subcontractors shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 ET SEQ.) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (grants), issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 280, Subpart F) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and A/E, A/E's employees and subcontractors shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

10.06. NO SMOKING. All facilities where work is to be performed are nonsmoking buildings. PSP's employees and Subcontractors are prohibited from smoking in all areas except in areas designated for smoking.

10.07. RELATIONSHIP OF THE PARTIES. A/E is associated with TFC only for the purposes and to the extent specified in this Agreement, and with respect to performance of the contracted services pursuant to this Agreement, A/E is and shall be an independent contractor. Subject only to the terms of this Agreement, A/E shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for TFC whatsoever with respect to the indebtedness, liabilities, and obligations of A/E or any other party. A/E shall be solely responsible for, and TFC shall have no obligation with respect to:

- (i) withholding of income taxes, FICA or any other taxes or fees;
- (ii) industrial or workers compensation insurance coverage;
- (iii) participation in any group insurance plans available to employees of the State of Texas;
- (iv) participation or contributions by the State to the State Employees Retirement System;
- (v) accumulation of vacation leave or sick leave; or,

(vi) unemployment compensation coverage provided by the State.

10.08. COMPLIANCE WITH OTHER LAWS. In the execution of this Agreement, A/E shall comply with all applicable federal, state, and local laws, including laws governing labor, equal employment opportunity, safety, and environmental protection. A/E shall make itself familiar with and at all times shall observe and comply with all federal, state, and local laws, ordinances, and regulations which in any manner affect performance under this Agreement.

10.09. NOTICES. Any notice required or permitted to be delivered under this Agreement shall be deemed delivered when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the TFC or A/E, as the case may be, at the address set forth below:

For TFC: Texas Facilities Commission
 Attention: Legal Services Division
 1711 San Jacinto Blvd., Room 400
 Austin, Texas 78701

For A/E: Intelligent Engineering
 Attention: Justice Edge
 Union Square II
 10001 Reunion Place, Suite 200
 San Antonio, TX 78216
 Phone: (210) 349-9098
 E-Mail: judge@je-services.com

Notice given in any other manner shall be deemed effective only if and when received by the party to be notified. Either party may change its address for notice by written notice to the other party as herein provided.

10.10. NAME AND ORGANIZATIONAL CHANGES. A/E must provide TFC with written notification of all name changes and organizational changes relating to A/E including, but not limited to, merger, acquisition or sale no later than ten (10) business days of such change. A/E, in its notice, shall describe the circumstances of the name change or organizational change, state its new name, provide the new Tax Identification Number, and describe how the change will impact its ability to perform under the Agreement. If the change entails personnel changes for personnel performing the responsibilities of the Agreement for A/E, A/E shall identify the new personnel and provide resumes to TFC, if resumes were originally required by the solicitation. TFC may request other information about the change and its impact on the Agreement and A/E shall supply the requested information within five (5) working days of receipt of the request. All written notifications of organizational change must include a detailed statement specifying the change and supporting documentation evidencing continued right of A/E or successor entity, as applicable, to maintain its status as a party to this Agreement. TFC may terminate the Agreement due to any change to A/E that materially alters A/E's ability to perform under the Agreement.

10.11. GOVERNING LAW AND VENUE. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Agreement shall be

in a court of competent jurisdiction in Travis County, Texas. A/E irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of *forum non conveniens*, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Agreement or any document related hereto. **Nothing in this section shall be construed as a waiver of sovereign immunity by TFC.**

10.12. **SEVERABILITY.** If any provision contained in this Agreement is held to be unenforceable by a court of law or equity, this Agreement shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.

10.13. **PROPER AUTHORITY.** The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement. A/E acknowledges Agreement is effective for the period of time specified in the Agreement. Any services performed by A/E before this Agreement is effective or after it ceases to be effective are performed at the sole risk of A/E.

10.14. **FORCE MAJEURE.** (a) Any delays in or failure of performance by either party, except in respect of the obligation of payments under this Agreement, shall not constitute default hereunder if and to the extent such delays or failure of performance are caused by occurrence(s) beyond the reasonable control of the party affected, and which by the exercise of due diligence such party is unable to prevent, herein called "Force Majeure" including acts of God or the public enemy, sabotage, war, mobilization, revolution, civil unrest, riots, strikes, lockouts, fires, accidents breakdowns, or floods, earthquakes, hurricanes or any other natural disaster or governmental actions. In any such event, the party claiming Force Majeure shall promptly notify the other party of the Force Majeure event in writing and, if possible, such notice shall set forth the extent and duration thereof. The party claiming Force Majeure shall exercise due diligence to prevent, eliminate, or overcome such Force Majeure event where it is possible to do so and resume performance at the earliest possible date. However, if non-performance continues for more than thirty (30) days, TFC may terminate this Agreement immediately upon written notification to A/E.

(b) Changes in the schedule or in the design or scope of the Project as a result of any Force Majeure which affect the cost of the A/E's services under this Agreement shall be approved by TFC by amendment to this Agreement.

10.15. **DISPUTE RESOLUTION.** Subject to Texas Government Code, Section 2260.002, the dispute resolution process provided for in Chapter 2260 of the Texas Government Code shall be used by the parties to attempt to resolve all disputes arising under this Agreement. In accordance with the Texas Civil Practice and Remedies Code, Section 114.005, the parties agree claims encompassed by Texas Government Code, Section 2260.002(3) and Texas Civil Practice and Remedies Code, Section 114.002 shall be governed by the following dispute resolution process:

(a) Claims for Breach of Contract and Counterclaims.

(i) A/E may make a claim against TFC for breach of a contract between TFC and A/E. TFC may assert a counterclaim against A/E.

(ii.) A/E must provide written notice to TFC of a claim for breach of contract not later than one hundred eighty (180) days after the date of the event giving rise to the claim.

(iii.) The notice must state with particularity:

(A) the nature of the alleged breach;

(B) the amount A/E seeks as damages; and

(C) the legal theory of recovery.

(iv.) TFC must assert, in a writing delivered to A/E, any counterclaim not later than the sixtieth (60th) day after the date of notice of a claim under Paragraph (ii.) above.

(b) Damages.

(i.) The total amount of money recoverable on a claim for breach of contract under this Section 10.15 may not, after deducting the amount specified in Paragraph (b)(ii.) below, exceed an amount equal to the sum of:

(A) the balance due and owing on the contract price;

(B) the amount or fair market value of orders or requests for additional work made by a unit of state government to the extent that the orders or requests for additional work were actually performed; and

(C) any delay or labor-related expense incurred by the A/E as a result of an action of or a failure to act by the unit of state government or a party acting under the supervision or control of the unit of state government.

(ii.) Any amount owed the unit of state government for work not performed under a contract or in substantial compliance with its terms shall be deducted from the amount in Paragraph (b)(i.) (C) above.

(iii.) Any award of damages under this Agreement may not include:

(A) consequential or similar damages, except delays or labor-related expenses described by Paragraph (b)(i.) (C) above;

(B) exemplary damages;

(C) any damages based on an unjust enrichment theory;

(D) attorney's fees; or

(E) home office overhead.

(c) Negotiation.

(i.) TFC's general counsel shall examine the claim and any counterclaim and negotiate with A/E in an effort to resolve them. The negotiation must begin no later than one hundred twenty (120) days after the date the claim is received.

(ii.) TFC's administrative rules located at Title 1, Part 5, Section 111.31 of the Texas Administrative Code apply to this Agreement and govern the negotiation of any dispute arising from this Agreement.

(iii.) In the event negotiation results in the resolution of some disputed issues by agreement or in a settlement, the parties shall reduce the settlement to writing, and each party shall sign the settlement. A partial settlement or resolution of a claim does not waive a party's rights as to the parts of the claim that are not resolved.

10.16. MEDIATION. Before the one hundred twentieth (120th) day after the date the claim is filed with TFC and before the expiration of any extension of time mutually agreed upon, the parties may agree to mediate a claim made under this Agreement.

10.17. TIME IS OF THE ESSENCE. Time is of the essence with respect to this Agreement; provided however, in the event that any of the deadlines set forth herein end on a Saturday, Sunday, or federal legal holiday, such deadline shall automatically be extended to the next day which is not a Saturday, Sunday, or federal legal holiday.

10.18. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be an original, and each such counterpart shall together constitute but one and the same agreement.

10.19. SURVIVAL OF TERMS. Termination of the Agreement for any reason shall not release A/E from any liability of obligation set forth in the Agreement that is expressly stated to survive any such termination or by its nature would be intended to be applicable following any such termination, including the provisions regarding confidentiality, indemnification, transition, records, audit, property rights, dispute resolution and invoice and verification.

10.20. ENTIRE CONTRACT & MODIFICATION. This Agreement and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistently with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification, renewal, extension or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.

TEXAS FACILITIES COMMISSION

INTELLIGENT ENGINEERING SERVICES

By: 
Kay Molina
General Counsel
Date of execution: 9/27/16

By: 
Print Name: JUSTICE EDGE
Print Title: PARTNER
Date of execution: 9/25/16

Dir. 
D.E.D. 

EXHIBIT A

TFC CONTRACT NO. 17-006-000

A/E PROPOSAL DATED JUNE 2, 2016

June 2, 2016

Dorothy Spearman
Senior Project Manager
Facilities Design & Construction
Texas Facilities Commission
1711 San Jacinto Boulevard
Austin, TX 78701
Office: (512) 463-2946
Cell: (512) 786-0575
dorothy.spearman@tfc.state.tx.us

**Re: Proposal – Scope of Structural Engineering Services and Compensation
Quarterly Observations – Seven Observation Extension
GJ Sutton Complex
Proposal # 16-S1761R1**

Dear Ms. Spearman

We are pleased to express our interest in providing structural engineering services for the referenced project and offer the following proposal for your consideration. This proposal is based on the information provided in your email on 11/30/15.

Background:

The existing G.J. Sutton Building, located at 321 Center Street, was originally a foundry that was renovated into an office building when it was acquired by the state of Texas in 1983. Ford Powell and Carson was the architect of record for the renovation. Drawings for this renovation are not available. The building was serving as a multitenant government facility until it was vacated in 2014.

The GJ Sutton Building is a complex that contains two distinct building structures that flank a courtyard. The larger building on the east side of the courtyard is referred to, in this proposal, as the "main building". This building contains the original foundry which is a two story structure above a basement level. This structure has load bearing multi-wythe brick exterior walls and steel interior beams and columns that support wood floor framing. This building also contains a multilevel concrete framed tower at the north end. The building on the southwest corner of the courtyard is referred to, in this proposal, as the "west annex". This building is also a two story structure above a basement level that utilizes load bearing multi-wythe brick exterior walls to support wood floor framing.

Stanley Consultants issued a report in 2011 that included a draft evaluation and assessment report prepared by our office. This report was dated March 28, 2011. The report documents our observation of existing conditions, results of a relative floor elevation survey in select locations of the building, our assessment of structural distress, and a narrative of proposed repairs accompanied by an opinion of probable cost for the repairs.

At the main building, this report gave recommendations for remedial action to prevent further settlement of the footing below the load bearing brick walls that have significant settlement. It also gave recommendations to repair major cracks in the concrete foundation walls/ beams/ and columns in the basement area just north of the plaza at the main entrance, and to repair major cracks in the load-bearing

Professional Services Agreement
Quarterly Observations – Seven Observation Extension
GJ Sutton Complex
Proposal # 16-S1761R1
June 2, 2016

FEES

We propose to furnish seven quarterly observations for a fee of **\$3400.00 each (23,800.00 total)**.

Authorized additional services will be billed at the following hourly rates:

Principal/Managing Partner	\$210.00/hour
Project Manager	\$195.00/hour
Senior Project Engineer	\$180.00/hour
Project Engineer	\$165.00/hour
Technician/CAD Operator	\$95.00/hour
Administrative	\$75.00/hour
Survey Crew	\$135.00 / hour

PAYMENT SCHEDULE

Invoices for progress payments of the basic fee will be billed following delivery of each quarterly report.

If this proposal is acceptable, please utilize this proposal as an exhibit to a TFC standard form contract for services. We appreciate your consideration and look forward to working with you.

Sincerely,
INTELLIGENT ENGINEERING SERVICES, LLP


Justice Edge, PE
Partner

EXHIBIT B

TFC CONTRACT NO. 17-006-000

**PSP'S LIST OF PSP PROJECT MANAGER
AND
SUBCONTRACTORS**

**PSP'S LIST OF PSP PROJECT MANGER
AND
SUBCONTRACTORS**

A. Project Manager:	Justice Edge Intelligent Engineering Services Union Square II 10001 Reunion Place, Suite 200 San Antonio, TX 78216
B. Subconsultant:	N/A

EXHIBIT C

TFC CONTRACT NO. 17-006-000

**TFC ARCHITECTURAL/ENGINEERING
GUIDELINES**



This document replaces the previously published Architectural/Engineering Guidelines (Revised February, 2008).

Additional revisions to the Guidelines/Standards will be issued from time to time to reflect the latest TFC practices. The electronic version of this document is available on-line at <http://www.tfc.state.tx.us/divisions/facilities/program/construct/formsindex/> and contains hyperlinks to referenced documents and relevant internet web-sites as well as pertinent locations within the document itself.

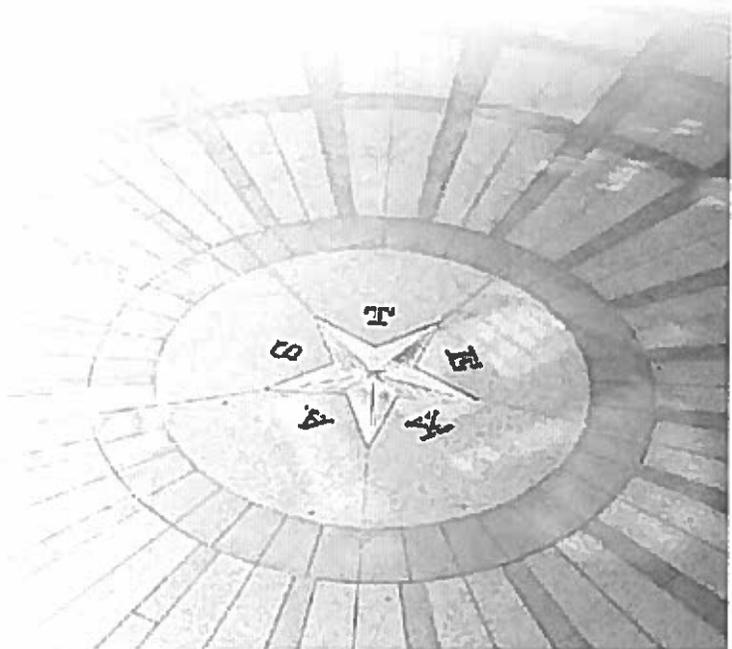




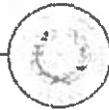
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ABBREVIATIONS - GENERAL			
ADA	Americans With Disabilities Act	IPD	Internal Procurement Division (TFC)
ADAS	ADA Standards	LDC	Land Development Code (City of Austin)
AHJ	Authority Having Jurisdiction	LJA	Local Jurisdictional Authority(ies) – Building Plan Review, Site Plan Review, Utility Providers, Fire Department...
ANSI	American National Standards Institute	NFPA	National Fire Protection Association
ASHRAE	The American Society of Heating, Refrigerating and Air-Conditioning Engineers	OAC	Owner / Architect / Contractor
BMS	Building Management System	OM	Operations and Maintenance (TFC)
BIM	Building Information Modeling	PAM	Property and Asset Management (TFC)
CADD	Computer Aided Design and Drafting	PDF	Adobe Acrobat file type
CHP	Combined Heating and Power System	PSP	Professional Service Provider
COA	City of Austin	RVT	Autodesk Revit file type
DIR	Department of Information Resources	SECO	State Energy Conservation Office
DPM	Director of Project Management (TFC)	SFMO	State Fire Marshal's Office
DPS	Department of Public Safety	SGC	Supplementary General Conditions
DWF	Autodesk Design Review file type	TAC	Texas Administrative Code
DWG	Autodesk Autocad file type	TAS	Texas Accessibility Standards
EAB	Elimination of Architectural Barriers	TCEQ	Texas Commission on Environmental Quality
EM	Energy Management (TFC)	TDLR	Texas Department of Licensing and Regulation
EPMCS	Electronic Project Management Control System (TFC)	TDI	Texas Department of Insurance
FDC	Facilities Design and Construction (TFC)	TFC	Texas Facilities Commission
HSC	Health & Safety Code (Texas)	TGC	Texas Statutes - Government Code
HUB	Historically Underutilized Business Program (TFC)	THC	Texas Historical Commission
ICC	International Code Council	PS	Project Support (TFC-FDC)
IMPACT	TFC's Internet-based "Project Management Control System"	UA	Using Agency(ies)
		UGC	Uniform General Conditions

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ABBREVIATIONS – DESIGN DISCIPLINES			
ACOU	Acoustical	INT	Interiors
ARCH	Architecture	KIT	Kitchen
CIV	Civil Engineering	LAR	Landscape Architecture
COMM	Data/Communications	MECH	Mechanical Engineering
ELEC	Electrical Engineering	PLUM	Plumbing Engineering
FA	Fire Alarm	SEC	Security/Access Control
FURN	Furniture	STRU	Structural Engineering
GEN	General (Cover / Index...)		

ABBREVIATIONS – PROJECT PHASES			
BA	Contract Bidding & Award	MP	Mobilization / Pre-Design
CA	Construction Contract Administration	PA	Project Analysis
CD	Contract Documents	RD	Record Documents
DD	Design Development	SD	Schematic Design

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GUIDELINES / STANDARDS - PURPOSE		
TOPIC	INFORMATION	LINKS
Applicability	A. This document applies to all TFC projects contracted on or after the Edit Date indicated in the header above.	
Intent	A. Identify TFC preferred procedures, systems, and materials; and B. Aid the PSPs in delivering professional services resulting in facilities that meet or exceed TFC project and performance goals. C. The Guidelines/Standards are not intended to replace or circumvent the informed professional judgment of planning, design, and construction Professional Service Providers (PSPs). D. Professional judgment leading to recommendations that differ from these Guidelines/Standards must be communicated in writing through TFC's Project Manager (PM) for consideration and determination by TFC.	
Periodic Revisions	A. Revisions to the Guidelines/Standards will be issued from time to time to reflect the latest TFC practices, but only currently issued versions will be posted on the FDC Forms Index page of TFC's website. B. A project commencing under a specific Guidelines/Standards issue date may continue on the basis of that issue; however, it is the PSP's responsibility to keep a copy of the relevant Guidelines/Standards.	<ul style="list-style-type: none"> • FDC Forms Index
TFC Statutory Charge	A. Determining, creating, and protecting long term value in the public's investment for housing state government programs and functions. B. Texas Government Code (TGC) Chapter 2165 states that TFC: 1. "...has charge and control of all public buildings, grounds, and property..."; and 2. "...is the custodian of all state personal property...". C. Exceptions exist for certain named agencies and Higher Education.	<ul style="list-style-type: none"> • TGC 2165
Software Requirements	A. TFC has established CADD software as a means for producing the design and documentation for all projects developed under TFC authority. B. Building Information Modeling (BIM) software may be used in lieu of CADD for any project developed under TFC authority. C. TFC-accepted CADD and BIM software versions are listed in the "CADD/BIM Standards - Overview" section of this document.	<ul style="list-style-type: none"> • CADD/BIM Standards • CADD Standards • BIM Standards

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STATE AGENCIES		
Entity	DESCRIPTION	LINKS
<p>Texas Facilities Commission (TFC)</p>	<p>A. Agent for the State of Texas; B. "Owner" and/or "Lessor" for capital construction and leasing projects. C. TFC Divisions: 1. Facilities Design and Construction (FDC): a. Represents TFC in its capital construction projects; b. Assigns a Project Manager (PM) to each project. 2. Property and Asset Management (PAM): a. Reviews and approves space allocations for Using Agencies; 3. Energy Management(EM): a. Monitors and evaluates energy consumption and provides recommendations for energy saving improvements. 4. Operations and Maintenance (OM): a. Operates and maintains building systems for properties included in the TFC inventory. 5. Internal Procurement Division (IPD): a. Procures goods and services for use by TFC including but not limited to: i. Construction Services; and ii. Professional services such as architectural and engineering services.</p>	<ul style="list-style-type: none"> • TFC • FDC • PAM • EM • OM • IPD
<p>Using Agency (UA)</p>	<p>A. The agency (or agencies) for which TFC manages the design and construction process of a project.</p>	
<p>Other Key Agencies</p>	<p>A. Department of Public Safety, Capitol District (DPS): 1. Administers the Austin area parking programs for TFC facilities; 2. Provides physical security for state personnel and property; and 3. Installs Capital area keyways and keys. B. Elimination of Architectural Barriers (EAB) - Texas Department of Licensing & Regulation's division responsible for certification of all plans and specifications for accessibility to persons with disabilities in accordance with the Texas Architectural Accessibility Standard C. State Energy Conservation Office (SECO) - responsible for developing and administering standards for energy efficient design for state buildings and facilities. D. Department of Information Resources Telecommunications (DIR) - operates the local Capitol Complex telephone systems, a statewide long distance network and consults on telecommunication aspects of projects throughout the state.</p>	<ul style="list-style-type: none"> • DPS • TDLR • EAB • SECO • DIR

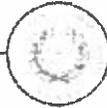


STATUTORY REQUIREMENTS		
REQUIREMENT	SUMMARY DESCRIPTION	LINKS
General	A. TFC statutory requirements of general interest to the PSP or that require PSP compliance include but are not limited to the following:	<ul style="list-style-type: none"> • TGC 2151 • TGC 2152 • TGC 2155 • TGC 2156 • TGC 2157 • TGC 2158 • TGC 2161 • TGC 2162 • TGC 2163 • TGC 2165 • TGC 2166 • TGC 2167
TFC Enabling Statute	A. The Texas Facilities Commission Act, Articles 2151 through 2167, Texas Government Code (TGC) establishes the authority of the Texas Facilities Commission.	
FDC Activities and Limits	A. TGC Chapter 2166 generally describes the activities and limits of the Facilities Design and Construction division of TFC.	
Project Funding	<p>A. TGC Chapter 2166.251(c) "The appropriation of funds by the legislature for the construction of a project shall be construed by TFC and the using agency as an expression of legislative intent that the project be completed within the limits of the funds actually appropriated ..."</p> <p>B. The State's goal is to include all project requirements in the bid documents to assure that all aspects of the project have been competitively bid thereby resulting in the best value for the State.</p>	
Change Orders	A. TGC Chapter 2166.257 - No additive change order may be authorized without approval by the PSP, the UA, and FDC's DED.	
Document Review	<p>A. TGC Chapter 2166.156(c) "...ensure that [preliminary and working] plans and specifications" for all facilities constructed for the purpose of housing a State of Texas agency (or agencies):</p> <ol style="list-style-type: none"> a. "Are clear and complete; b. Permit execution of the project with appropriate economy and efficiency; and c. Conform with the requirements described by the Project Analysis". <p>B. TGC Chapter 2166.156(d) "...approve plans and specifications before the Using Agency(ies) may accept or use them."</p>	

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* See next page for additional Statutory Requirements.

[Abbreviations](#)

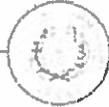


STATUTORY REQUIREMENTS		(CONTINUED)
REQUIREMENT	SUMMARY DESCRIPTION	LINKS
Storm Water Pollution Prevention Plan	A. As applicable, projects may require a Storm Water Pollution Prevention Plan (SWPPP) per TCEQ.	<ul style="list-style-type: none"> • TCEQ Construction Activities Regulations
Capitol Views	A. Compliance with the most restrictive of the following is required: B. TGC Chapter 3151; and C. COA Land Development Code, 25-2-161, 162, 641, 642 and Appendix A.	<ul style="list-style-type: none"> • TGC 3151 • COA - LDC
Energy / Water Conservation	A. For leased and state owned facilities, TAC Title 34, Chapter 19, Subchapter B requires state agencies to: <ol style="list-style-type: none"> 1. "...ensure preparation of a Resource Efficiency Plan..."; 2. Certify to [SECO] that the plan has been completed; and 3. "...implement the cost effective utility conservation measures in accordance with ... the agency's Resource Efficiency Plan ...". B. TGC Section 447.004 requires compliance with SECO's "The Energy Conservation Design Standard for New State Buildings". C. All design must comply with ASHRAE 90 1-(currently adopted edition) and furnish evidence of compliance with energy efficiency and water conservation standards published by SECO. D. TGC Sections 2166.404 and 2166.405 require all projects to be designed for water conservation including irrigation and xeriscape planting. E. HSC 372.002 - Water saving performance standards;	<ul style="list-style-type: none"> • TAC • SECO • SECO Suggested Water Efficiency Standards • TGC 447.004 • ASHRAE Standards / Guidelines • TGC 2166.404 and 2166.405 • HSC 37.002

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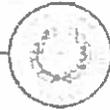


STATUTORY REQUIREMENTS		(CONTINUED)
REQUIREMENT	SUMMARY DESCRIPTION	LINKS
Energy Efficient Architectural and Engineering Design Alternatives Evaluation	<p>A. TGC 2166.403 - All new building construction projects require a written economic feasibility evaluation of incorporating energy alternatives and energy-efficient architectural and engineering design into the building's design and proposed energy system.</p> <ol style="list-style-type: none"> 1. Alternative Energy is defined as a renewable energy resource including solar energy, biomass energy, geothermal energy, and wind energy. 2. SECO must approve any methodology or electronic software used in the analysis. 3. The evaluation must identify the best energy alternative for each function of the project over the economic life of the building considering costs and benefits of implementing alternative design practices and energy systems for all or part of each function relative to the use of conventional design practices and energy systems. 4. The evaluation must be made available to the public and presented at an open meeting. 5. If alternative designs or energy systems are determined to be economically feasible, the alternative design or system must be incorporated into the project. 	<ul style="list-style-type: none"> • TGC 2166.403 • SB 982 - SECO Approved Methodologies

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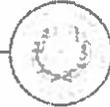
[Abbreviations](#)



STATUTORY REQUIREMENTS		(CONTINUED)
REQUIREMENT	SUMMARY DESCRIPTION	LINKS
<p>Combined Heating and Power (CHP) System</p>	<p>A. TGC 2311.002 – For economic development programs involving both state and local governments, new construction and extensive HVAC equipment renovations to critical governmental facilities require evaluation of the economic feasibility (over a 20 year period) of equipping the facility with a Combined Heating and Power (CHP) system.</p> <p>1. A critical government facility is defined as a building owned by the state or a political subdivision of the state that is expected to:</p> <ul style="list-style-type: none"> a. Be continuously occupied; b. Maintain operations for at least 6,000 hours each year; c. Have a peak electricity demand exceeding 500 kilowatts; and d. Serve a critical public health or public safety function during a natural disaster or other emergency situation that may result in a widespread power outage, including a: <ul style="list-style-type: none"> i. Command and control center; ii. Shelter; iii. Prison or jail; iv. Police or fire station; v. Communications or data center; vi. Water or wastewater facility; vii. Hazardous waste storage facility; viii. Biological research facility; ix. Hospital; or x. Food preparation or food storage facility. 	<ul style="list-style-type: none"> • TGC 2311.002

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[Abbreviations](#)



STATUTORY REQUIREMENTS		(CONTINUED)
REQUIREMENT	SUMMARY DESCRIPTION	LINKS
Exterior Lighting/Lighting Pollution	A. Health and Safety Code, Title 5, Subtitle F, Chapter 425 requires outdoor lighting fixtures to be cutoff type luminaires under specific circumstances.	<ul style="list-style-type: none"> • HSC 425
Codes and Standards	<p>A. The most restrictive requirements of the following codes and standards will govern:</p> <ol style="list-style-type: none"> 1. NFPA 101 Life Safety Code - Latest adopted edition per SFMO (TGC 417.008(e) establishes the SFMO as the AHJ for fire safety in all state owned buildings). 2. International Code Council (ICC) family of codes (latest published editions) 3. NFPA 70: National Electrical Code (latest published edition) 4. NFPA 70E: Standard for Electrical Safety in the Workplace; 5. ASHRAE 90.1: Energy Conservation Design Standard for State-Funded Buildings (latest adopted edition per SECO); 6. Americans With Disabilities Act of 1990 (as currently amended); <ol style="list-style-type: none"> a. 2010 ADA Standards for Accessible Design – 2010 Standards for State and Local Governments Title II; 7. TGC Chapter 469, Elimination of Architectural Barriers; <ol style="list-style-type: none"> a. 2012 Texas Accessibility Standards (and Technical Memoranda); <p>B. State of Texas properties are not subject to municipal or local codes, however TFC projects should be generally consistent with local land use practices. Cooperation with local services such as fire, watershed and utilities is advantageous to TFC projects.</p>	<ul style="list-style-type: none"> • TGC 417.008 • NFPA 101 • NFPA 101 - SFMO Adoption • ICC Store • ICC Free E-Codes • NFPA 70 (NEC) • NFPA 70E • ASHRAE Standards / Guidelines • ASHRAE 90.1 – SECO Adoption • ADA Standards • TGC 469 • TAS Standards • Architectural Barriers Technical Memoranda

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* See next page for additional Statutory Requirements.

[Abbreviations](#)



STATUTORY REQUIREMENTS		(CONTINUED)
REQUIREMENT	SUMMARY DESCRIPTION	LINKS
Hazardous Materials	<p>A. Prior to demolition or construction efforts on existing facilities;</p> <p>a. TAC, Title 25, Part 1, Chapter 295, Subchapter C, Rule 295.34 requires building owners to:</p> <p>i. Survey the facility for asbestos-containing material (ACM);</p> <p>ii. Abate all asbestos-containing building material (ACBM) that could foreseeably be disturbed in the area to be renovated; and</p> <p>iii. Perform abatement in accordance with the Federal National Emission Standard for Asbestos (40 CFR, Chapter 61, Subpart M)</p> <p>b. Obtain certification by a licensed engineer or architect that:</p> <p>i. In the engineer's or architect's professional opinion, all parts of the building affected by the planned renovation or demolition do not contain asbestos."</p> <p>ii. Certification may be based on:</p> <p>(a) Current or previous surveys and reports;</p> <p>(b) Material safety data sheets for the materials used in</p> <p>(i) The original construction; and</p> <p>(ii) The subsequent renovations or alterations of all parts of the building affected by the planned renovation or demolition.</p>	<ul style="list-style-type: none"> • TAC, 25.1.295.C, 295.34
Uniform and Supplementary General Conditions	<p>A. TGC Chapter 2166.302 requires TFC to adopt "...uniform general conditions to be incorporated into all building construction contracts made by the state".</p> <p>1. TFC's Supplementary General Conditions modify the UGC and are required by TFC to also be incorporated into all TFC construction contracts.</p> <p>2. TFC's currently adopted UGC and SGC are available on the TFC website.</p> <p>B. TFC has also developed Special Conditions that may be incorporated in construction contracts at the discretion of TFC.</p> <p>1. TFC Special Conditions, when required, may be obtained through TFC's PM.</p>	<ul style="list-style-type: none"> • TGC 2166.302 • UGC / SGC
Site Inspections	<p>A. TGC Chapter 2166.351 - TFC is responsible for protecting the interests of the state during construction through appropriate levels of inspections, including requirements upon the PSP.</p>	<ul style="list-style-type: none"> • TGC 2166.351

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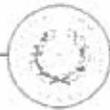


SUBMISSION PROCEDURES		
PROCEDURE	PSP ACTIONS REQUIRED	LINKS
General	<p>A. TFC has adopted an electronic "Round Trip" review process intended to:</p> <ol style="list-style-type: none"> 1. Maximize clarity of communications between TFC and PSPs; 2. Minimize document review turn-around time; and 3. Reduce the environmental impact created by the traditional method of printing and transporting hard-copy documents. <p>B. Submit all documentation required at each project milestone as required in this section and in the Submission Milestones and Submission Content sections below.</p> <p>C. Clearly indicate the appropriate Edit Date of the Guidelines / Standards applicable to the project being submitted for review.</p>	<ul style="list-style-type: none"> • Round Trip Review Process • Submission Milestones
Electronic Documents (Soft Copy)	<p>A. Drawings: At each submission milestone:</p> <ol style="list-style-type: none"> 1. Publish, or Export (do not scan) drawing sheet views to "DWF" format; 2. Group sheets into separate files by design discipline using the following file naming convention: <div style="text-align: center;"> <p style="text-align: center;">00-000-0000_???_???_???</p> <p style="text-align: center;">↑ Underscore</p> </div> <p>B. BIM Models (when provided): At each submission milestone:</p> <ol style="list-style-type: none"> 1. Civil3D Files: <ol style="list-style-type: none"> a. Update the ".adsk" file(s) exported from the Building Model(s); and b. W-Block out information in ".dwg" file format. 2. Revit Files: <ol style="list-style-type: none"> a. "Synchronize" all Revit "Local Files" with the "Central Model File"; and Export the "Central Model File" to ".adsk" (only for projects that require coordination with Civil3D files). 	<ul style="list-style-type: none"> • Autodesk "DWF Writer" • Drawing Standards – Document Organization • BIM Standards

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* See next page for additional Submission Procedure requirements.

[Abbreviations](#)

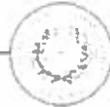


SUBMISSION PROCEDURES		(CONTINUED)
PROCEDURE	PSP ACTIONS REQUIRED	LINKS
Electronic Documents (Soft Copy) (Continued)	<p>C. Specifications: At each submission milestone:</p> <ol style="list-style-type: none"> 1. Print (do not scan) all specification sections to DWF format (use Autodesk's free "DWF Writer" program); 2. Group specifications into separate files by Division Number; 3. Name division files using the following file naming convention: <div style="text-align: center;"> <p>00-000-0000_??_??_SPEC_##</p> <p>Underscore</p> </div> <p>D. Transmit all electronic files to TFC.</p>	<ul style="list-style-type: none"> • Submission Milestones • Autodesk "DWF Writer"
Printed Documents (Hard Copy)	<p>A. At each submission milestone:</p> <ol style="list-style-type: none"> 1. Print complete set of Drawings and Specifications; 2. Deliver complete, bound document sets to TFC's PM; and 3. Notify TFC's PM that the printed documents have been sent. 	
Respond to Owner Comments	<p>A. Insert the DWF Mark-Up file into the appropriate CADD file or BIM Model as applicable;</p> <p>B. Modify the CADD file or BIM Model as appropriate to address Owner comments;</p> <p>C. While still in the CADD file or BIM Model:</p> <ol style="list-style-type: none"> 1. Select each mark-up as it is addressed and modify the "Status" and "Notes" properties to indicate that the comment was addressed and how it was addressed. 2. For CADD files, republish the DWF; 3. For BIM models, save the markup; <p>D. Transmit all electronic files to TFC.</p>	

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* See next page for additional Submission Procedure requirements.

[Abbreviations](#)



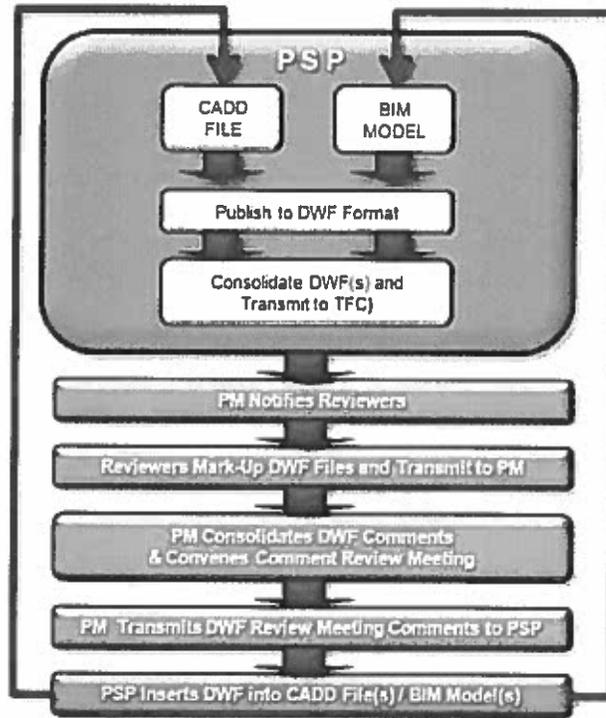
SUBMISSION PROCEDURES (CONTINUED)		
PROCEDURE	PSP ACTIONS REQUIRED	LINKS
SECO Compliance Form(s)	A. Submit the completed compliance certification form and supporting documentation to the PM: 1. For downloadable compliance forms, follow the link to the right (SECO's Building Codes and Standards web page).	<ul style="list-style-type: none"> • SECO – Texas Design Standard Compliance Forms
Accessibility Review and Inspection	A. Register project with TDLR and pay registration fee; B. Submit proof of registration and sealed Contract Documents to TDLR or an RAS within the allotted time; C. Pay the review fee; D. Respond in writing to TDLR or the RAS regarding measures to be taken to address any conditions found to be non-compliant and issue a formal Addendum correcting the deficiencies; E. Schedule the accessibility inspection on or after the date of substantial completion; F. Pay the inspection fee; G. Respond in writing to TDLR or the RAS regarding measures to be taken to address any conditions found to be non-compliant and issue a formal Change Proposal or directive. H. Provide TFC's PM with copies of all communications with TDLR and/or the RAS.	<ul style="list-style-type: none"> • TDLR Online Registration • TDLR Fee Schedule • TDLR Document Submission Requirements
Historical Status Determination and Compliance	A. If the Project Analysis indicates a requirement for THC review and approval, submit required documentation directly to THC in a timely manner.	<ul style="list-style-type: none"> • THC
TCEQ Documentation	A. For projects where a SWPPP is required, submit the necessary documentation to TCEQ and pay all application and review fees.	<ul style="list-style-type: none"> • TCEQ

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SUBMISSION PROCEDURES – ROUND TRIP REVIEW PROCESS DIAGRAM



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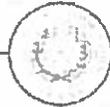
[Abbreviations](#)



SUBMISSION MILESTONES		
PHASE	MILESTONE DESCRIPTION	SUBMISSION FORMAT
General	<p>A. Submit documentation for Owner review at each submission milestone listed below.</p> <p>B. Individual project requirements (as determined by TFC) may dictate the need for fewer or additional submissions and submission format changes - confirm specific requirements with PM.</p> <p>C. Submission content requirements are provided in the "Submission Content" portion of this document.</p>	
Mobilization / Pre-design (MP)	<p>A. <u>MP1 - End of Phase -</u> :</p> <ol style="list-style-type: none"> Substantially complete documentation of the work required in this design phase. Final draft summarizing the decisions made to date. <p>B. <u>MP2 - Final Program:</u></p> <ol style="list-style-type: none"> Final programming documentation satisfactorily addressing <u>Owner</u> comments on previous submission. 	<ul style="list-style-type: none"> 3 printed and bound sets; and Transmit electronic files to TFC.
Schematic Design (SD)	<p>A. <u>SD1 - End of Phase:</u></p> <ol style="list-style-type: none"> Substantially complete documentation of the work required in this design phase; and Final draft summarizing the decisions made to date. <p>B. <u>SD2 - Final Presentation:</u></p> <ol style="list-style-type: none"> Final schematic documentation satisfactorily addressing Owner comments on previous submissions. Presentation materials for the purpose of obtaining approval by TFC's commissioning board. 	<ul style="list-style-type: none"> 3 printed and bound sets; Transmit electronic files to TFC; and 3 mounted copies of renderings: <ul style="list-style-type: none"> Image width 24" (min.) Board width 30" (min.)
Design Development (DD)	<p>A. <u>DD1 - End of Phase:</u></p> <ol style="list-style-type: none"> Complete, coordinated documentation of the work required in this design phase except MEP documentation. <p>B. <u>DD2 - MEP End of Phase:</u></p> <ol style="list-style-type: none"> Complete, coordinated documentation of the MEP work required in this design phase. 	<ul style="list-style-type: none"> 3 printed and bound sets; and Transmit electronic files to TFC.

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SUBMISSION MILESTONES		(CONTINUED)
Contract Documents (CD)	<p>A. <u>CD1 - Mid-Phase:</u></p> <ol style="list-style-type: none"> 1. In progress documentation of all work required in this design phase. 2. Submission occurs at approximately the mid-point of this design phase. 3. Satisfactorily address Owner comments on previous submissions. <p>B. <u>CD2 - End of Phase:</u></p> <ol style="list-style-type: none"> 1. Substantially complete, coordinated documentation of all work required in this design phase. 2. Satisfactorily address Owner comments on previous submissions. 	<ul style="list-style-type: none"> • 4 printed and bound sets; and • Transmit electronic files to TFC.
Contract Bidding and Award (BA)	<p>A. <u>BA - Bid Documents:</u></p> <ol style="list-style-type: none"> 1. Satisfactorily address Owner comments on previous submission materials. 2. Complete, fully coordinated Bid Documents with: <ol style="list-style-type: none"> a. Professional seals affixed; and b. Signatures of all responsible design professionals. 3. Submit all necessary documentation to authorities having jurisdiction. 	<ul style="list-style-type: none"> • Printed and bound sets (number defined in Contract); and • Transmit electronic files to TFC.
General Administration of Construction Contracts (CA)	<p>A. <u>CA - Construction Phase Documents:</u></p> <ol style="list-style-type: none"> 1. Consolidated set of sealed / signed documents incorporating all Addenda and Clarifications issued during the bidding phase. 	<ul style="list-style-type: none"> • 3 printed and bound sets; • Transmit electronic files to TFC.
Warranty (RD)	<p>A. <u>RD - Record Documents:</u></p> <ol style="list-style-type: none"> 1. Documentation of as-constructed conditions. 	<ul style="list-style-type: none"> • 3 printed and bound sets; and • Transmit electronic files to TFC.

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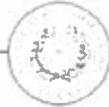


SUBMISSION CONTENT – MOBILIZATION / PRE-DESIGN (MP1 & MP2)		
DOCUMENT	PSP ACTIONS REQUIRED	ELECTRONIC SUBMISSION FILE FORMAT
General	A. Confirm or modify to reflect current project requirements and/or conditions: 1. Prior programming decisions provided by TFC; 2. Existing conditions documents and other information provided by TFC.	
Executive Summary Report	A. Document relevant data collected, analyses performed, and design concepts and criteria recommended. B. Include: 1. An illustration of key conceptual issues; 2. Stacking and Blocking diagrams showing efficient use of space; 3. Summary of site evaluation and regional data.	<ul style="list-style-type: none"> • Autodesk Design Review (.dwf or .dwfx) • TFC Accepted Software Versions
Project Objective Statement	A. State whether the project follows or deviates from the Project Analysis and why.	
Project Implementation Plan	A. Outline the method by which the project will be organized and delivered.	
Schedule for Delivery of Services	A. Identify all project milestones including: 1. Design Document Submission Dates and Review Periods for Owner and Jurisdictional Authorities: a. Submission; b. Review; c. Revision; and d. Authorization to Proceed. 2. Critical Meetings / Presentations; 3. Bid Package Issuance Date(s); 4. Bid Opening Date(s); 5. Construction start, punch inspection, and substantial completion; 6. Owner Move-in; and 7. Warranty Period.	

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SUBMISSION CONTENT – MOBILIZATION / PRE-DESIGN (MP1 & MP2)		(CONTINUED)
DOCUMENT	PSP ACTIONS REQUIRED	ELECTRONIC SUBMISSION FILE FORMAT
Preliminary Estimate of Probable Construction Cost	<p>A. Adjust the TFC provided project budget to reflect updated program requirements with the following basis for Unit Costs:</p> <ol style="list-style-type: none"> 1. Anticipated square footage (from Space Allocation Program below) 2. Recent comparable projects of similar function, size, construction type, level of finish, and type of mechanical and electrical system(s); 3. Adjust unit costs for local bidding climate at time of projected bid date. <p>B. Organize the estimate according to CSI Uniformat categories;</p> <ol style="list-style-type: none"> 1. Include all applicable assemblies and systems. <p>C. Include a list of items that are:</p> <ol style="list-style-type: none"> 1. Not in the contract; or 2. Supplied by others. <p>D. Include contingencies for the following:</p> <ol style="list-style-type: none"> 1. Scope escalation; 2. Development of unanticipated design elements; 3. Economic influences on cost escalation / fluctuation; and 4. Construction phase changes. <p>E. Identify cost variances between the Estimate and the established Construction Cost Limitation;</p> <p>F. Propose strategies for reconciling the variances.</p>	<ul style="list-style-type: none"> • Autodesk Design Review (dwf or .dwfx) • <u>TFC Accepted Software Versions</u>
Technical Requirements List	<p>A. Submit a list of all applicable:</p> <ol style="list-style-type: none"> 1. Codes and Standards; 2. Jurisdictional Authorities; 3. Utility Providers; 4. Environmental factors affecting the project design (including EPA and TCEQ fuel storage requirements); 5. Applicable TFC Technical and Design Standards (Reference the applicable Edit Date); 6. Applicable Using Agency(ies) Technical and Design Standards (Reference the applicable Edit Date); <p>B. Provide Plumbing Fixture Count Calculations (based on Space Allocation Program below).</p>	

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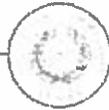


SUBMISSION CONTENT – MOBILIZATION / PRE-DESIGN (MP1 & MP2)		(CONTINUED)
DOCUMENT	PSP ACTIONS REQUIRED	ELECTRONIC SUBMISSION FILE FORMAT
Existing Facilities Condition Analysis	A. Describe the condition of the existing building and / or site features: <ol style="list-style-type: none"> 1. Provide a list of all items to be relocated or reused; 2. Indicate all features that do not meet Programmatic or Technical Requirements; 3. Describe specific deficiencies for each non-compliant feature; and 4. Propose strategies for reconciling the deficiencies. 	
Room Data Sheets	A. Provide the following information for each programmed space: <ol style="list-style-type: none"> 1. Structural / Physical Isolation; 2. Hazardous Materials List (Types & Quantities); 3. Fire Separation; 4. Acoustical Performance; 5. Access Control / Monitoring; 6. Door Information: <ol style="list-style-type: none"> a. Type(s); b. Size(s); c. Material(s); and d. Hardware Functions. 7. Finish Materials; 8. HVAC; <ol style="list-style-type: none"> a. Temperature Range(s); b. Humidity Control; c. Filtering; 9. HVAC and Lighting controls requirements; 10. Lighting Level (Foot Candles); 11. Electrical Power; 12. Data / Telecommunications; 13. Plumbing; 14. Re-used Items; and 15. Special Considerations. 	<ul style="list-style-type: none"> • Autodesk Design Review (.dwf or .dwfx) • TFC Accepted Software Versions

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SUBMISSION CONTENT – MOBILIZATION / PRE-DESIGN (MP1 & MP2)		(CONTINUED)
DOCUMENT	PSP ACTIONS REQUIRED	ELECTRONIC SUBMISSION FILE FORMAT
Layout Diagrams	<p>A. Provide the following graphic information for each programmed space:</p> <ol style="list-style-type: none"> 1. Diagrammatic configuration of individual and/or groups of spaces; 2. Dimensional Requirements (absolute, minimum, and/or maximum); 3. Partition Type(s): <ol style="list-style-type: none"> a. Height; b. Fire Rating; and c. Sound Rating. 4. Door Location(s); 5. Window Location(s); 6. Furniture / Casework / Equipment / Relocated Items: <ol style="list-style-type: none"> a. Type(s) / Size(s); b. Location(s); c. Mounting Heights; and d. Clearance Requirements. 7. Ceiling: <ol style="list-style-type: none"> a. Height(s); and b. Material(s). 8. Lighting: <ol style="list-style-type: none"> a. Fixture Type(s) / Location(s); and b. Switch / Controls Type(s) / Location(s). 9. Power / Data / Communications: <ol style="list-style-type: none"> a. Outlet Type(s) / Location(s); and b. Mounting Heights. 	<ul style="list-style-type: none"> • Autodesk Design Review (.dwf or .dwfx) <p style="text-align: center;">AND</p> <ul style="list-style-type: none"> • Autocad • <u>TFC Accepted Software Versions</u>
Adjacency & Stacking Diagrams	<p>A. Provide 2D and 3D diagrams illustrating horizontal and vertical relationships between spaces and between departments.</p>	<ul style="list-style-type: none"> • Autodesk Design Review (.dwf or .dwfx)

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SUBMISSION CONTENT – MOBILIZATION / PRE-DESIGN (MP1 & MP2)		(CONTINUED)
DOCUMENT	PSP ACTIONS REQUIRED	ELECTRONIC SUBMISSION FILE FORMAT
Space Allocation Program	<p>A. Use TFC standard "<u>Space Allocation Program</u>" to report the following for each programmed space:</p> <ol style="list-style-type: none"> 1. Building-wide information: <ol style="list-style-type: none"> a. Building Grossing Factor; b. Total Gross Building Area. 2. Departmental Information: <ol style="list-style-type: none"> a. Using Agency Department Name and ID Number; b. Common Areas: <ol style="list-style-type: none"> i. Circulation Spaces (vertical and Horizontal); ii. Maintenance and Support Spaces: <ol style="list-style-type: none"> (a) Restrooms and Showers; (b) Housekeeping; (c) Shipping and Receiving. iii. Building Service Spaces: <ol style="list-style-type: none"> (a) Mechanical; (b) Electrical; (c) Data / Communications; (d) Plumbing; 3. Space Information: <ol style="list-style-type: none"> a. Space Name and ID Number; b. Space Type; c. Number of occupants; d. Net area and dimensions (length, width, and ceiling height) e. Number Required. f. Total occupancy (number x occupants); g. Total Net Area (number x net area); h. Departmental Grossing Factor; i. Departmental Gross Area (factor x total net); and 	<ul style="list-style-type: none"> • Autodesk Design Review (.dwf or .dwfx) • <u>TFC Accepted Software Versions</u>

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SUBMISSION CONTENT – MOBILIZATION / PRE-DESIGN (MP1 & MP2)		(CONTINUED)
DOCUMENT	PSP ACTIONS REQUIRED	ELECTRONIC SUBMISSION FILE FORMAT
Narratives / Analyses / Evaluations	<p>A. Provide written analyses, assumptions, and recommendations to be included as the Basis of Design for materials, systems, equipment and energy sources for the following:</p> <ol style="list-style-type: none"> 1. HVAC Systems: <ol style="list-style-type: none"> a. Coordination events schedule; b. Load Estimates (order of magnitude); c. Strategy for resolving conflicts between: <ol style="list-style-type: none"> i. Project criteria; ii. Design / Technical Standards; and iii. Code Requirements. 2. Plumbing Systems <ol style="list-style-type: none"> a. Domestic and Fire water pressure and line size requirements; b. Wastewater: <ol style="list-style-type: none"> i. Discharge capacity; ii. Lift station requirements (if applicable). 3. Energy Sources: <ol style="list-style-type: none"> a. Primary Utility; b. Emergency / Standby Power; 4. Energy Conservation; <ol style="list-style-type: none"> a. Alternative Energy Sources b. Metering of: <ol style="list-style-type: none"> i. Electrical power and lighting; ii. Natural Gas; iii. Domestic, irrigation, and process water. c. Artificial lighting and daylighting systems and controls strategies; 5. Energy Consumption: <ol style="list-style-type: none"> a. Anticipated total monthly building energy usage 6. Smoke and emission control systems; 7. Fire and Life Safety systems; 8. Building Management System. <p>B. Estimate above ceiling space requirements for all systems. C. List all materials / systems yet to be determined.</p>	<ul style="list-style-type: none"> • Autodesk Design Review (.dwf or .dwfx) • <u>TFC Accepted Software Versions</u>

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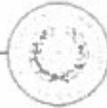


SUBMISSION CONTENT – SCHEMATIC DESIGN (SD1 & SD2)		
DOCUMENT	PSP ACTIONS REQUIRED	ELECTRONIC SUBMISSION FILE FORMAT
General	A. Describe the proposed conceptual design, scale, and relationships among the major components of the Project.	
Executive Summary Report	A. Revise the previous report to reflect current project conditions.	<ul style="list-style-type: none"> • Autodesk Design Review (.dwf or .dwfx) • <u>TFC Accepted Software Versions</u>
Schedule for Delivery of Services	A. Revise the previous Schedule to reflect any changes to anticipated task durations and milestone dates.	
Estimate of Probable Construction Cost	A. Revise the previous Estimate based on <ol style="list-style-type: none"> 1. New information regarding proposed building systems and materials; and 2. Square footage calculations as measured from the SD Drawings: <ol style="list-style-type: none"> a. Basis for Measurement: <u>AIA Document D101 - Methods of Calculating the Area and Volume of Buildings.</u> B. Retain the CSI Uniformat organization; C. Include the same types of contingencies as in the previous phase.	
Space Allocation Program	A. Revise the previous Space Allocation Program to reflect new or deleted spaces; and B. Provide square footages: <ol style="list-style-type: none"> 1. Measured from drawings below; 2. Use <u>AIA Document D101 - Methods of Calculating the Area and Volume of Buildings.</u> 	
BIM Model (When Provided)	A. Provide all BIM model and annotation files (and all linked files) containing all features of the project as indicated in the Drawing requirements below. B. See <u>BIM Standards</u> for more information.	
		<ul style="list-style-type: none"> • Autodesk Navisworks (.nwd and all linked .nwf files) • Autodesk Civil3D • Autodesk Revit

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SUBMISSION CONTENT – SCHEMATIC DESIGN (SD1 & SD2)		(CONTINUED)
DOCUMENT	PSP ACTIONS REQUIRED	ELECTRONIC SUBMISSION FILE FORMAT
Drawings – SD1	<p>A. Provide drawings describing the proposed design containing the following:</p> <ol style="list-style-type: none"> 1. Project information; <ol style="list-style-type: none"> a. TFC Project Name and TFC Project Number; b. Project address / Location map; c. Team members; d. Drawing index; e. Submission Milestone. 2. Site: <ol style="list-style-type: none"> a. Existing conditions site survey; b. Property lines, setbacks, easements, and view corridor restrictions (existing and proposed including metes and bounds); c. Building locations; d. Adjacent roadways; e. Site Demolition; f. Public transportation stops; g. Vehicular and pedestrian circulation paths and parking; h. Service vehicle access; i. Landscape planting strategies; j. Basic grading and soil retention strategies; k. Pools, ponds, and other water features; l. Storm water management strategies (as applicable) for: <ol style="list-style-type: none"> i. Rainwater collection; ii. Drainage, Filtration, and Detention. m. Utility service locations and routing (existing and proposed); n. Major exterior equipment locations and sizes such as: <ol style="list-style-type: none"> i. Diesel generators; ii. Electrical enclosures; iii. Communications towers; and iv. Fuel storage facilities. 	<ul style="list-style-type: none"> • Autodesk Design Review (.dwf or .dwfx) <p style="text-align: center;">AND</p> <ul style="list-style-type: none"> • Autocad • <u>TFC Accepted Software Versions</u>

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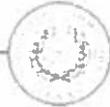


SUBMISSION CONTENT – SCHEMATIC DESIGN (SD1 & SD2)		(CONTINUED)
DOCUMENT	PSP ACTIONS REQUIRED	ELECTRONIC SUBMISSION FILE FORMAT
Drawings – SD1 (Continued)	<ol style="list-style-type: none"> 1. Floor Plan(s): <ol style="list-style-type: none"> a. Overall building configuration; b. Arrangement of programmed spaces; c. Space names and numbers coordinated with Space Allocation Program; d. Horizontal and vertical circulation elements; e. Furniture layouts; 2. Roof Plan: <ol style="list-style-type: none"> a. Basic configuration; b. Major slopes defined; 3. Major exterior Building Elevations: <ol style="list-style-type: none"> a. Design vocabulary; b. Basic materials; c. Door and window openings; d. Floor-to-floor heights; e. Line of finished grade. 4. Building Section(s) as needed to illustrate unique volumetric characteristics of the proposed design. 5. MEP: <ol style="list-style-type: none"> a. One Line diagrams; b. Major equipment locations and sizes identified such as: <ol style="list-style-type: none"> i. Chillers; ii. Fire Pump; iii. Emergency Generator; iv. Automatic Transfer Switch (ATS); v. Uninterruptable Power Supply (UPS); and vi. Switchboards and Panels vii. Building Management System (BMS). 6. Other drawings if needed to illustrate important design features. 7. Legends and symbols: All disciplines. 	<ul style="list-style-type: none"> • Autodesk Design Review (dwf or .dwfx) <p style="text-align: center;">AND</p> <ul style="list-style-type: none"> • Autocad • <u>TFC Accepted Software Versions</u>

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SUBMISSION CONTENT – SCHEMATIC DESIGN (SD1 & SD2)		(CONTINUED)
DOCUMENT	PSP ACTIONS REQUIRED	ELECTRONIC SUBMISSION FILE FORMAT
Drawings – SD2	A. Provide final presentation documents reflecting satisfactory responses to TFC comments regarding the SD1 documents, and B. Renderings: Photo-realistic color perspectives of the exterior of the proposed building(s) in context with their surroundings: <ol style="list-style-type: none"> a. One bird's-eye" view (or other view as determined by TFC); and b. One eye-level view that includes the main façade. 	<ul style="list-style-type: none"> • Renderings: 600 DPI (.png)
Specifications	A. List primary materials and building systems: <ol style="list-style-type: none"> 1. Format: Outline using TFC template. B. See appendices for technical standards	<ul style="list-style-type: none"> • Autodesk Design Review (.dwf or .dwx)
Energy Efficient Architectural and Engineering Design Alternatives Evaluation (HPB – Energy Efficiency – General)	A. Develop in greater detail and verify results of the Energy Efficient Architectural and Engineering Design Alternatives Evaluation provided by TFC at the beginning of the Mobilization and Pre-design Phase. <ol style="list-style-type: none"> 1. Address all requirements of TGC Sections <u>2166.153</u>, <u>2166.401</u>, <u>2166.403</u>, and <u>2166.408</u> such as: <ol style="list-style-type: none"> a. Identify and compare the benefits and disadvantages of potential alternatives including: <ol style="list-style-type: none"> i. Environmental impact (both initially and over the project's life cycle); ii. Economic Impact (both initially and over the project's life cycle). b. Recommend the best alternatives considering both economic and environmental life-cycle costs and benefits 2. Determine the viability of accommodating future alternative energy system installations by providing anticipated floor space and service pathways in the current design. B. When using BIM, utilize data embedded in the BIM model in conjunction with other appropriate energy modeling software and web-based weather/energy databases to perform this analysis. <ol style="list-style-type: none"> 1. Modeling shall comply with <u>ASHRAE 90.1</u> (currently adopted edition) <u>Appendix G Performance Rating Method</u>. 	<ul style="list-style-type: none"> • Autodesk Design Review (.dwf or .dwx) • <u>TFC Accepted Software Versions</u>

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SUBMISSION CONTENT – SCHEMATIC DESIGN (SD1 & SD2)		(CONTINUED)
DOCUMENT	PSP ACTIONS REQUIRED	ELECTRONIC SUBMISSION FILE FORMAT
<p>Narratives / Analyses</p> <p>(HPB – Water Use Efficiency)</p>	<p>A. Recommend the most appropriate assemblies/equipment/systems that address project specific needs including:</p> <ol style="list-style-type: none"> 1. Operating Concepts: Critical ideas behind the recommended design solution and the rationale which supports that solution: <ol style="list-style-type: none"> a. Statutory and regulatory requirements; b. Interrelationships between spaces (both interior and exterior); c. Life safety features; d. Material and building systems selections; e. Artificial Lighting and Daylighting strategies for each type of space; f. Environmental quality (both interior and exterior); g. Emergency operations 2. Water conservation/efficiency (<u>SECO Water Conservation Standard</u>); 3. Foundation and Structural Frame Systems: <ol style="list-style-type: none"> a. Brief analysis of soils report as related to system selection; b. Comparison of benefits and disadvantages of potential systems; 4. Building Envelope: <ol style="list-style-type: none"> a. Brief description of existing and new building envelope assemblies (as applicable); 5. Comparison of the proposed envelope assemblies to the <u>ASHRAE 90.1</u>- (currently adopted edition) Appendix G baseline. 	<ul style="list-style-type: none"> • Autodesk Design Review (.dwf or .dwfx) • <u>TFC Accepted Software Versions</u>

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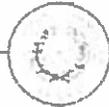
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SUBMISSION CONTENT – SCHEMATIC DESIGN (SD1 & SD2)		(CONTINUED)
DOCUMENT	PSP ACTIONS REQUIRED	ELECTRONIC SUBMISSION FILE FORMAT
Narratives / Analyses (Continued) (HPB – IEQ – IAQ)	6. Indoor Air Quality and Pollutant Source Control Plan: Include specific strategies for addressing the TFC: a. Design Standards – Indoor Air Quality sections; and b. Technical Standards – 01 81 19 - Indoor Air Quality Requirements. 7. MEP, Fire Alarm, Fire Protection, and Security Systems Narratives: a. Brief description of existing and new systems/conditions (as applicable); b. List of assumptions and unknowns; c. Design criteria; d. Benefits and disadvantages of potential equipment/systems; e. Comparison of the proposed systems to the <u>ASHRAE 90.1</u> (currently adopted edition) Appendix G baseline. i. Target Efficiency: 15% more efficient than baseline building. ii. Maximum Payback Period: 5 years. f. Address preparation of electrical breaker coordination study and NFPA 70E labeling requirements.	<ul style="list-style-type: none"> • Autodesk Design Review (.dwf or .dwfx) • <u>TFC Accepted Software Versions</u>

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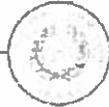


SUBMISSION CONTENT – DESIGN DEVELOPMENT (DD1 & DD2)		
DOCUMENT	PSP ACTIONS REQUIRED	ELECTRONIC SUBMISSION FILE FORMAT
General	A. Illustrate and coordinate all important aspects of the Project. B. Resolve all major issues that could cause significant restudy during the CD phase.	
Executive Summary Report	A. Revise the previous report to reflect current project conditions.	<ul style="list-style-type: none"> • Autodesk Design Review (.dwf or .dwfx) • <u>TFC Accepted Software Versions</u>
Schedule for Delivery of Services	A. Revise the previous Schedule to reflect any changes to anticipated task durations and milestone dates.	
Estimate of Probable Project Construction Cost	A. Revise the previous estimate based on: 1. New information regarding proposed building systems and materials; and a. Quantities take-off as measured from the DD Drawings. B. Retain the CSI Uniformat organization. C. Include the same types of contingencies as in the previous phase.	
Space Allocation Program	A. <u>Same as SD submission content above</u> plus the following: 1. Add room numbers (from drawings below).	
BIM Model (When Provided)	A. <u>Same as SD submission content above</u> plus the following: 1. All physical features of the project as indicated in the Drawing requirements below. 2. Prior to document submission, use conflict checking software to: a. Identify and resolve clashes between all disciplines and specialties included on the project: i. Hard clashes between the various elements; and ii. Soft clashes between any element(s) and required clearances. b. Submit the report generated by the checking software indicating that conflicts have been resolved. B. See <u>BIM Standards</u> for more information.	<ul style="list-style-type: none"> • Autodesk Navisworks (.nwd and all linked .nwf files) • Autodesk Civil3D • Autodesk Revit

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SUBMISSION CONTENT – DESIGN DEVELOPMENT (DD1 & DD2)		(CONTINUED)
DOCUMENT	PSP ACTIONS REQUIRED	ELECTRONIC SUBMISSION FILE FORMAT
Drawings - DD1	<p>A. Same as SD submission content above plus the following:</p> <ol style="list-style-type: none"> 1. Site: <ol style="list-style-type: none"> a. Accessible Route; b. Landscape planting and irrigation plans; c. Site furnishings and appurtenances; d. Planter, wall, and fence elevations; e. Grading Plan (with critical spot elevations); f. Utility Plan; g. Typical details; <ol style="list-style-type: none"> i. Planting; ii. Paving and hardscape; iii. Retaining walls and planters; iv. Bollards; v. Utilities. h. Parking counts; 2. Floor Plan(s): <ol style="list-style-type: none"> a. Room and door numbers; b. Reference keys: <ol style="list-style-type: none"> i. Enlarged plans; ii. Partition types; iii. Exterior and Interior elevations; iv. Building and Wall sections; and v. Plan details. c. Dimensions: <ol style="list-style-type: none"> i. Massing; ii. Structural Grid; and iii. Partitions. d. Furniture layouts. 	<ul style="list-style-type: none"> • Autodesk Design Review (.dwf or .dwfx) <p style="text-align: center;">AND</p> <ul style="list-style-type: none"> • Autocad • <u>TFC Accepted Software Versions</u>

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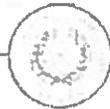


SUBMISSION CONTENT – DESIGN DEVELOPMENT (DD1 & DD2)		(CONTINUED)
DOCUMENT	PSP ACTIONS REQUIRED	ELECTRONIC SUBMISSION FILE FORMAT
Drawings - DD1 (Continued)	<ol style="list-style-type: none"> 1. Roof: <ol style="list-style-type: none"> a. All slopes indicated; b. Major equipment locations identified; c. Major MEP penetrations coordinated; d. Reference keys: <ol style="list-style-type: none"> i. Building and Wall sections. 2. Exterior Building Elevations: <ol style="list-style-type: none"> a. All building faces; b. Material patterns; c. Vertical dimensions; d. Structural grid; e. Building section and wall section keys; f. Major MEP penetrations coordinated. 3. Detailed code compliance information (all disciplines): <ol style="list-style-type: none"> a. Reference codes; b. Jurisdictional authorities; c. Building information: <ol style="list-style-type: none"> i. Construction type; ii. Occupancy(ies); iii. Fire suppression systems; d. Code compliance calculations indicating both allowable/required and proposed conditions: <ol style="list-style-type: none"> i. Height and area; ii. Exiting; iii. Plumbing fixture count; e. Life safety plans: <ol style="list-style-type: none"> i. Occupant loading; ii. Exiting; iii. Fire rated walls and partitions clearly identified. 	<ul style="list-style-type: none"> • Autodesk Design Review (.dwf or .dwfx) <p style="text-align: center;">AND</p> <ul style="list-style-type: none"> • Autocad • <u>TFC Accepted Software Versions</u>

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SUBMISSION CONTENT – DESIGN DEVELOPMENT (DD1 & DD2)		(CONTINUED)
DOCUMENT	PSP ACTIONS REQUIRED	ELECTRONIC SUBMISSION FILE FORMAT
Drawings - DD1 (Continued)	<ol style="list-style-type: none"> 1. Enlarged floor plans; <ol style="list-style-type: none"> a. Typical room layouts (as applicable to project type); b. Restrooms / Showers; c. Stairs, ramps, and elevators; and d. Other specialty spaces as appropriate to the proposed design. 2. Interior / Millwork Elevations; 3. Door and frame information: <ol style="list-style-type: none"> a. Schedule (including hardware set assignments); b. Types; and c. Typical head, jamb, and sill details. 4. Hardware Schedule: <ol style="list-style-type: none"> a. Generic functions only; b. Basis of Design: Include in specifications. 5. Room Finish Schedule (by individual space); 6. Reflected Ceiling Plans; 7. Architectural Details (typical); 8. Structural: <ol style="list-style-type: none"> a. Foundation and Framing Plans; b. Loading assumptions and member sizes; c. Important details. 	<ul style="list-style-type: none"> • Autodesk Design Review (.dwf or .dwfx) <p style="text-align: center;">AND</p> <ul style="list-style-type: none"> • Autocad • <u>TFC Accepted Software Versions</u>

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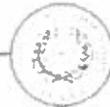


SUBMISSION CONTENT – DESIGN DEVELOPMENT (DD1 & DD2)		(CONTINUED)
DOCUMENT	PSP ACTIONS REQUIRED	ELECTRONIC SUBMISSION FILE FORMAT
Drawings – DD2	A. Provide drawings describing the proposed design containing the following: <ol style="list-style-type: none"> 1. Detailed code compliance information; 2. Metering: <ol style="list-style-type: none"> a. Meter locations; b. Types of data being metered. 3. Mechanical: <ol style="list-style-type: none"> a. Site information (if applicable); b. Equipment and thermostat locations; c. Primary distribution routing and sizes; d. Secondary distribution routing; e. Supply devices with CFM; f. Riser diagrams; g. Major duct penetrations (Locations and sizes); and h. Equipment selections / Schedules. 	<ul style="list-style-type: none"> • Autodesk Design Review (.dwf or .dwfx) <p style="text-align: center;">AND</p> <ul style="list-style-type: none"> • Autocad • <u>TFC Accepted Software Versions</u>

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* See next page for additional Design Development Submission Content.

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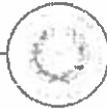


SUBMISSION CONTENT – DESIGN DEVELOPMENT (DD1 & DD2)		(CONTINUED)
DOCUMENT	PSP ACTIONS REQUIRED	ELECTRONIC SUBMISSION FILE FORMAT
Drawings – DD2 (Continued)	4. Electrical: <ul style="list-style-type: none"> a. Site information (if applicable); b. Equipment locations; c. Floor Plans: <ul style="list-style-type: none"> i. Lighting layout; ii. Lighting Footcandle Levels (interior and exterior) including tables showing: <ul style="list-style-type: none"> (a) Maximum, average, and minimum lighting levels; (b) Maximum-to-Average ratio; (c) Average-to-Minimum ratio. iii. Power (panel and receptacle locations); iv. Lightning Protection and Grounding; v. Data / Communications (indicating drop locations); vi. Fire Alarm (FACP and device locations); vii. Security Systems (access control, CCTV, equipment schedules). d. Riser diagrams: <ul style="list-style-type: none"> i. Expected panels and transformers; ii. Cable and conduit information. e. Equipment and Fixture Schedules; f. Lighting Density Schedule for main areas: Demonstrate compliance with ASHRAE 90.1-(Currently adopted edition). 5. Plumbing and Fire Protection: <ul style="list-style-type: none"> a. Site information (if applicable); b. Equipment and fixture locations; <ul style="list-style-type: none"> i. Supply, waste, vent, and storm routing with flow rate quantities. c. Riser diagrams; d. Major piping penetrations and risers (Locations and sizes); and B. Equipment and Fixture Schedules.	<ul style="list-style-type: none"> • Autodesk Design Review (.dwf or .dwfx) <p style="text-align: center;">AND</p> <ul style="list-style-type: none"> • Autocad • <u>TFC Accepted Software Versions</u>

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* See next page for additional Design Development Submission Content.

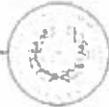
[Abbreviations](#)



SUBMISSION CONTENT – DESIGN DEVELOPMENT (DD1 & DD2)		(CONTINUED)
DOCUMENT	PSP ACTIONS REQUIRED	ELECTRONIC SUBMISSION FILE FORMAT
Specifications	A. Describe primary materials and building systems. <ol style="list-style-type: none"> 1. Format: Short form using TFC template. 2. Copies of manufacturers' data and/or illustrations of materials and equipment proposed to be specified for the Project. B. See appendices for technical standards. C. Manufacturers' Data Sheets: <ol style="list-style-type: none"> 1. Lighting Fixtures; 2. Lighting Controls; 3. Lamps (identify proposed lamp temperatures) 	<ul style="list-style-type: none"> • Autodesk Design Review (.dwf or .dxf) • <u>TFC Accepted Software Versions</u>
Narratives / Analyses / Evaluations	A. Revise narratives and analyses submitted in the previous phase: <ol style="list-style-type: none"> 1. Summarize decisions made (and supporting reasons) for each. B. Identify possible impacts of Construction phasing on Design strategies.	
Data / Calculations	A. Provide data and calculations for the following: <ol style="list-style-type: none"> 1. Building Envelope <u>Comcheck</u> confirming compliance with <u>ASHRAE 90.1</u> (currently adopted edition). 2. MEP Equipment List: <ol style="list-style-type: none"> a. Location(s), Size(s), and Weight(s); b. Clearance requirements. 3. Mechanical: <ol style="list-style-type: none"> a. Load analysis summary; b. Building pressure air quantity summary: <ol style="list-style-type: none"> i. Exhaust; ii. Outside Air; iii. Required occupant ventilation. c. Sequence of operations for major equipment and BMS criteria; d. Electrical Load analysis summary (include schedules documenting the sizing of the system / equipment). e. Lighting <u>Comcheck</u> confirming compliance with ASHRAE 90.1. 4. Plumbing and Fire Protection: Flow test (capacity and pressure). 	

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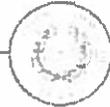


SUBMISSION CONTENT – CONTRACT DOCUMENTS (CD1 & CD2)		
DOCUMENT	PSP ACTIONS REQUIRED	ELECTRONIC SUBMISSION FILE FORMAT
General	A. Develop detailed and coordinated documents setting forth the requirements for the construction of the project.	
Executive Summary Report	A. Revise the previous report to reflect current project conditions.	<ul style="list-style-type: none"> • Autodesk Design Review (.dwf or .dwx) • TFC Accepted Software Versions
Schedule for Delivery of Services	A. Revise the previous Schedule to reflect any changes to anticipated task durations and milestone dates.	
Estimate of Probable Project Construction Cost	A. Revise the previous estimate based on: <ol style="list-style-type: none"> 1. New information regarding proposed building systems and materials; and 2. Detailed quantities take-off (measured from Drawings below). B. Change to the CSI MasterFormat 2004/2011 format; C. Include the same types of contingencies as in the previous phase.	
Space Allocation Program	A. Same as DD submission content above	
BIM Model (When Provided)	A. Same as DD submission content above ; and B. All physical features of the project as indicated in the Drawing requirements below. C. See BIM Standards for more information.	<ul style="list-style-type: none"> • Autodesk Navisworks (.nwd and all linked .nwf files) • Autodesk Civil3D • Autodesk Revit

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* See next page for additional Contract Document Submission Content.

[Abbreviations](#)

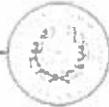


SUBMISSION CONTENT – CONTRACT DOCUMENTS		(CONTINUED)
DOCUMENT	PSP ACTIONS REQUIRED	ELECTRONIC SUBMISSION FILE FORMAT
Drawings	<p>A. Same as DD submission content above plus the following:</p> <ol style="list-style-type: none"> 1. Site: <ol style="list-style-type: none"> a. Erosion and Sedimentation Control (plan and details); b. Fire Protection Plan; c. Accessible Signage; d. Dimensions; e. Additional detailing as appropriate for the project needs; f. Grading Plan (with all spot elevations); g. Landscape planting and irrigation details; h. Impervious cover calculations; and i. Utility profiles. 2. Floor Plan(s): <ol style="list-style-type: none"> a. Dimensions (all); and b. Furniture layouts moved to Furniture Plans (for reference only). 3. Roof: <ol style="list-style-type: none"> a. All equipment and walk pad locations; b. Safety tie-backs (if applicable); and c. Detail reference keys. 4. Architectural Details (all); 5. Structural: All remaining notes, plans, schedules, and details; 6. Mechanical: <ol style="list-style-type: none"> a. Equipment and fan room layouts; b. All ductwork routing and sizes; c. Fire and smoke dampers; d. Equipment Schedules; e. Flow and control diagrams; f. All remaining drawings, notes, schedules, and details. 	<ul style="list-style-type: none"> • Autodesk Design Review (.dwf or .dwt) <p style="text-align: center;">AND</p> <ul style="list-style-type: none"> • Autocad 2010 • <u>TFC Accepted Software Versions</u>

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* See next page for additional Contract Document Submission Content.

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SUBMISSION CONTENT – CONTRACT DOCUMENTS (CONTINUED)		
DOCUMENT	PSP ACTIONS REQUIRED	ELECTRONIC SUBMISSION FILE FORMAT
Drawings (Continued)	<ol style="list-style-type: none"> 1. Electrical / Fire Alarm: <ol style="list-style-type: none"> a. Electrical details showing such things as: <ol style="list-style-type: none"> i. Grounding; ii. ATS; iii. Wiring; iv. Lightning protection; v. Fencing; and vi. Housekeeping pads. b. All remaining notes, plans, schedules, and details. 2. Plumbing / Fire Protection: <ol style="list-style-type: none"> a. Equipment and pump room layouts; b. All piping routing and sizes; c. Fixture and Equipment Schedules; d. Flow and riser diagrams; e. Fire sprinkler hazard zones; f. Fire hydrant static and residual pressures: <ol style="list-style-type: none"> i. Indicate fire and / or domestic water pump requirements. <p>B. All remaining notes, plans, schedules, and details.</p>	<ul style="list-style-type: none"> • Autodesk Design Review (.dwf or .dwt) <p style="text-align: center;">AND</p> <ul style="list-style-type: none"> • Autocad 2010 • TFC Accepted Software Versions
Specifications	<p>A. Provide complete Project Manual:</p> <ol style="list-style-type: none"> 1. Format: 3 part CSI MasterFormat 2004/2011. 2. Include all TFC Front-End documents as provided by TFC's PM. 3. Include the following TFC-provided matrices at the end of the Project Close Out section of the Project Manual and complete them to reflect project specific requirements: <ol style="list-style-type: none"> a. Submittals; b. Warranties; c. Testing; d. Training; and e. Manuals. <p>B. See the Appendices for relevant technical standards.</p>	<ul style="list-style-type: none"> • Autodesk Design Review (.dwf or .dwt)

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* See next page for additional Contract Document Submission Content.

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SUBMISSION CONTENT – CONTRACT DOCUMENTS		(CONTINUED)
DOCUMENT	PSP ACTIONS REQUIRED	ELECTRONIC SUBMISSION FILE FORMAT
Narratives / Analyses / Evaluations	<p>A. Revise narratives and analyses submitted in the previous phase:</p> <ol style="list-style-type: none"> 1. Summarize decisions made (and supporting reasons) for each. <p>B. Update the DD MEP systems narratives to indicate intended operational and maintenance procedures (for building occupants).</p> <ol style="list-style-type: none"> 1. Address requirements of <u>ASHRAE Standard 180 - Standard Practice for Inspection and Maintenance of Commercial Building HVAC Systems</u>. <p>C. Estimate to what extent structural, building envelope, & hardscape materials need to be replaced or repaired.</p>	<ul style="list-style-type: none"> • Autodesk Design Review (.dwf or .dwfx) • <u>TFC Accepted Software Versions</u>
Data / Calculations	<p>A. Same as DD submission content above indicate the following:</p> <ol style="list-style-type: none"> 1. Room by room electrical load analysis per ASHRAE 90.1 (currently adopted edition); 2. Changes from previous submission; 3. Duct and piping calculations; 4. Air balance calculations; 5. Energy and ventilation calculations. 	

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SUBMISSION CONTENT – CONTRACT BIDDING AND AWARD (BA)		
DOCUMENT	PSP ACTIONS REQUIRED	ELECTRONIC SUBMISSION FILE FORMAT
General	A. Execute and issue bid documents that form the basis of competitive price proposals.	
Executive Summary Report	A. Revise the previous report to reflect current project conditions.	<ul style="list-style-type: none"> Autodesk Design Review (.dwf or .dwfx) TFC Accepted Software Versions
Schedule for Delivery of Services	A. Revise the previous Schedule to reflect any changes to anticipated task durations and milestone dates.	
Space Allocation Program	A. Same as DD submission content above.	<ul style="list-style-type: none"> Autodesk Design Review (.dwf or .dwfx)
Bid Documents	A. Provide final, executed (sealed and signed): <ol style="list-style-type: none"> 1. Drawings and Specifications reflecting satisfactory responses to TFC comments; and 2. Addenda and Clarifications as required to sufficiently respond to: <ol style="list-style-type: none"> a. Requirements of regulatory authorities; b. Bidder Requests for Information; and c. Requests for Substitution. 	<ul style="list-style-type: none"> Autodesk Design Review (.dwf or .dwfx) <p style="text-align: center;">AND</p> <ul style="list-style-type: none"> Autocad 2010
BIM Models (When Provided)	A. Provide all BIM model and annotation files (and all linked files) reflecting the information contained within the Bid Documents as described below. B. See <u>BIM Standards</u> for more information.	<ul style="list-style-type: none"> Autodesk Navisworks (.nwd and .nwf files) Autodesk Civil3D Autodesk Revit
Narratives / Analyses / Evaluations	A. Revise narratives and analyses submitted in the previous phase: <ol style="list-style-type: none"> 1. Summarize decisions made (and supporting reasons) for each. 	

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* See next page for additional Contract Bidding and Award Submission Content.

[Abbreviations](#)



SUBMISSION CONTENT – CONTRACT BIDDING AND AWARD (BA)		(CONTINUED)
DOCUMENT	PSP ACTIONS REQUIRED	ELECTRONIC SUBMISSION FILE FORMAT
Data / Calculations	A. <u>Same as CD submission content above.</u>	
SECO Documentation	A. Submit sealed and executed SECO compliance forms and supporting documentation in accordance with SECO requirements and the <u>Submission Procedures</u> section of this document.	
Accessibility Review	A. Register project and submit documentation to TDLR or a RAS in accordance with the TDLR requirements and the <u>Submission Procedures</u> section of this document.	
Hazardous Materials Certification	A. Submit letter (complying with the <u>hazardous materials statutory requirements</u> listed above) certifying that the project and all parts of any building(s) affected by the project do not contain asbestos.	<ul style="list-style-type: none"> • Adobe PDF
TCEQ / EPA Documentation	A. Submit: <ol style="list-style-type: none"> 1. SWPPP complying with <u>TAC Title 30, Part 1, Chapter 213, Subchapter B, RULE §213.24.</u> 2. SPCC Plan (EPA) for fuel storage tanks; 3. Fuel storage tank registration (TCEQ). 	<ul style="list-style-type: none"> • <u>As required by TCEQ and/or EPA</u>

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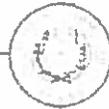
[Abbreviations](#)



SUBMISSION CONTENT – CONSTRUCTION (CA)		
DOCUMENT	PSP ACTIONS REQUIRED	ELECTRONIC SUBMISSION FILE FORMAT
Schedule for Delivery of Services	A. Revise the previous Schedule to reflect any changes to anticipated task durations and milestone dates.	<ul style="list-style-type: none"> Autodesk Design Review (.dwf or .dwfx)
Consolidated Contract Documents	A. Provide final, executed (sealed and signed) Drawings and Specifications updated to reflect all revisions including Addenda and Clarifications issued during the Contract Bidding and Award phase.	<ul style="list-style-type: none"> Autodesk Design Review (.dwf or .dwfx) <p style="text-align: center;">AND</p> <ul style="list-style-type: none"> Autocad 2010
BIM Model and Annotation Files (When Provided)	A. Provide all BIM model and annotation files (and all linked files) reflecting the information contained within the Consolidated Contract Documents as described above; B. See <u>BIM Standards</u> for more information.	<ul style="list-style-type: none"> Autodesk Navisworks (.nwd and .nwf files) Autodesk Civil3D Autodesk Revit
Change Documentation	A. Provide final, executed (sealed and signed) Change Documentation including Drawings and Specifications reflecting agreed upon changes to the Contract for Construction such as: <ol style="list-style-type: none"> Minor Changes / Supplemental Instructions (UGC 11.4) such as those resulting from: <ol style="list-style-type: none"> Modifications to shop drawings and other submittals; RFI responses. Changes resulting from unforeseen concealed conditions (UGC 11.5); and Change Orders. 	<ul style="list-style-type: none"> Autodesk Design Review (.dwf or .dwfx) <u>TFC Accepted Software Versions</u>

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SUBMISSION CONTENT – WARRANTY		
DOCUMENT	PSP ACTIONS REQUIRED	ELECTRONIC SUBMISSION FILE FORMAT
Record Documents	<p>A. Update Drawings and specifications to reflect the “as-constructed” condition of the complete scope of the project as recorded in Contractor’s as-constructed field marked Record Documents and all:</p> <ol style="list-style-type: none"> 1. Addenda; 2. Clarifications; 3. Minor Changes / Supplemental Instructions (UGC 11.4) such as those resulting from: <ol style="list-style-type: none"> a. Modifications to shop drawings and other submittals; b. RFI responses. 4. Changes resulting from unforeseen concealed conditions (UGC 11.5); 5. Change Orders; and 6. Product, material, and equipment substitutions. <p>B. Finalize the MEP Systems Operations Manual.</p> <ol style="list-style-type: none"> 1. Comply with ASHRAE Guideline 0, Informative Annex O. 	<ul style="list-style-type: none"> • Autodesk Design Review (.dwf or .dwfx) <p style="text-align: center;">AND</p> <ul style="list-style-type: none"> • Autocad 2010 <p style="text-align: center;">AND</p> <ul style="list-style-type: none"> • Microsoft Word 2007 • <u>TFC Accepted Software Versions</u>
Record BIM Models (When Provided)	<p>A. Update all BIM model and annotation files (and all linked files) to reflect the information contained within the Record Documents as described above.</p> <p>B. Tag all components in the BIM models with embedded hyperlinks to the relevant:</p> <ol style="list-style-type: none"> 1. Specification section in the Project Manual; 2. Product / Equipment Information in the O&M Manual; 3. Final, accepted Submittal Data; 4. Training Materials; 5. Commissioning Documentation; 6. Systems Manuals; and 7. Warranty Documents. <p>C. See BIM Standards for more information.</p>	<ul style="list-style-type: none"> • Autodesk Navisworks (.nwd and .nwf files) • Autodesk Civil3D • Autodesk Revit

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[Abbreviations](#)

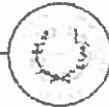


DRAWING STANDARDS – RECOMMENDED DOCUMENT ORGANIZATION																									
Purpose	A. Facilitate familiarity of the document structure and contents by all parties. B. Deviations from the recommended document organization standards (when appropriate) must receive prior written approval from TFC's PM.				Drawing Numbering A. Begin numbering in the bottom right corner. B. Continue numbering upward and then to the left.				<table border="1" style="width: 100%; text-align: center;"> <tr> <td style="width: 25%;">9</td> <td style="width: 25%;">6</td> <td style="width: 25%;">3</td> <td style="width: 25%;"></td> </tr> <tr> <td>8</td> <td>5</td> <td>2</td> <td></td> </tr> <tr> <td>7</td> <td>4</td> <td>1</td> <td></td> </tr> </table>					9	6	3		8	5	2		7	4	1	
	9	6	3																						
8	5	2																							
7	4	1																							
DESIGN DISCIPLINE	General (Notes, Abbreviations, and Symbols)	Existing / Demolition	PLANS			ELEVATIONS			SECTIONS			SCHEDULES	DIAGRAMS												
	0	1	Plan	Enlarged Plan	Plan Detail	Elevation	Enlarged Elevation	Elevation Detail	Section	Enlarged Section	Section Detail	Enlarged Section Detail	12	13											
Cover	GO-00																								
Project Information	GO-01																								
Accessibility	AR-01...																								
Code Review	CR-01...																								
General Notes																									
Civil	C0-00	C1-100	C2-100	C3-100	C4-100				C8-100				C12-100	C13-100											
Dimension Control		C1-200	C2-200	C3-200	C4-200				C8-200				C12-200	C13-200											
Erosion / Sedimentation		C1-300	C2-300	C3-300	C4-300				C8-300				C12-300	C13-300											
Grading		C1-400	C2-400	C3-400	C4-400				C8-400				C12-400	C13-400											
Storm Water		C1-500	C2-500	C3-500	C4-500				C8-500				C12-500	C13-500											
Utilities		C1-600	C2-600	C3-600	C4-600				C8-600				C12-600	C13-600											
Landscape	L0-000	L1-100	L2-100	L3-100	L4-100	L5-100	L6-100	L7-100	L8-100	L9-100	L10-100	L11-100	L12-100												
Hardscape		L1-200	L2-200	L3-200	L4-200	L5-200	L6-200	L7-200	L8-200	L9-200	L10-200	L11-200	L12-200	L13-200											
Planting		L1-300	L2-300	L3-300	L4-300				L8-300	L9-300	L10-300	L11-300	L12-300	L13-300											
Irrigation		L1-400	L2-400	L3-400	L4-400				L8-400	L9-400	L10-400	L11-400	L12-400	L13-400											
Structural	S0-000	S1-100	S2-100	S3-100	S4-100	S5-100	S6-100	S7-100	S8-100	S9-100	S10-100	S11-100	S12-100	S13-100											
Architecture	A0-000	A1-100	A2-100	A3-100	A4-100	A5-100	A6-100	A7-100	A8-100	A9-100	A10-100	A11-100	A12-100												
Site		A1-200	A2-200	A3-200	A4-200	A5-200	A6-200	A7-200	A8-200	A9-200	A10-200	A11-200	A12-200												
Floor / Roof		A1-300	A2-300	A3-300	A4-300	A5-300	A6-300	A7-300	A8-300	A9-300	A10-300	A11-300	A12-300												
Openings													A12-400												
Ceiling		A1-500	A2-500	A3-500	A4-500	A5-500	A6-500	A7-500	A8-500	A9-500	A10-500	A11-500	A12-500												
Wall		A1-600	A2-600	A3-600	A4-600	A5-600	A6-600	A7-600	A8-600	A9-600	A10-600	A11-600	A12-600												

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* See next page for additional Recommended Document Organization Standards.

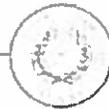
[Abbreviations](#)



RECOMMENDED DRAWING STANDARDS – DOCUMENT ORGANIZATION (CONTINUED)															
DESIGN DISCIPLINE	General (Notes, Abbreviations, and Symbols)	Existing / Demolition	PLANS				ELEVATIONS			SECTIONS				SCHEDULES	DIAGRAMS
			Plan	Enlarged Plan	Plan Detail	Elevation	Enlarged Elevation	Elevation Detail	Section	Enlarged Section	Section Detail	Enlarged Section Detail			
			0	1	2	3	4	5	6	7	8	9	10		
Interior	I0-000	I1-100	I2-100	I3-100	I4-100	I5-100	I6-100	I7-100	I8-100	I9-100	I10-100	I11-100	I12-100		
Floor		I1-200	I2-200	I3-200	I4-200	I5-200	I6-200	I7-200	I8-200	I9-200	I10-200	I11-200	I12-200		
Ceiling		I1-300	I2-300	I3-300	I4-300	I5-300	I6-300	I7-300	I8-300	I9-300	I10-300	I11-300	I12-300		
Wall		I1-400	I2-400	I3-400	I4-400	I5-400	I6-400	I7-400	I8-400	I9-400	I10-400	I11-400	I12-400		
Casework		I1-500	I2-500	I3-500	I4-500	I5-500	I6-500	I7-500	I8-500	I9-500	I10-500	I11-500	I12-500		
Finishes		I1-600	I2-600	I3-600									I12-600		
Furniture		I1-700	I2-700	I3-700	I4-700	I5-700	I6-700	I7-700	I8-700	I9-700	I10-700	I11-700	I12-700		
Signage		I1-800	I2-800	I3-800	I4-800	I5-800	I6-800	I7-800	I8-800	I9-800	I10-800	I11-800	I12-800		
Mechanical	M0-000	M1-100	M2-100	M3-100	M4-100				M8-100				M12-100	M13-100	
Piping		M1-200	M2-200	M3-200	M4-200				M8-200				M12-200	M13-200	
Building Automation & Control	BA-000	BA1-100	BA2-100	BA3-100	BA4-100				BA8-100				BA12-100	BA13-100	
Electrical	E0-000	E1-100	E2-100	E3-100	E4-100				E8-100				E12-100	E13-100	
Power		E1-200	E2-200	E3-200	E4-200				E8-200				E12-200	E13-200	
Lighting		E1-300	E2-300	E3-300	E4-300				E8-300				E12-300	E13-300	
Fire Alarm		E1-400	E2-400	E3-400	E4-400				E8-400				E12-400	E13-400	
Mechanical		E1-500	E2-500	E3-500	E4-500				E8-500				E12-500	E13-500	
Tele/Data	TD0-000	TD1-100	TD2-100	TD3-100	TD4-100				TD8-100	TD9-100	TD10-100	TD11-100	TD12-100	TD13-100	
Security	SC-000	SC1-100	SC2-100	SC3-100	SC4-100	SC5-100			SC8-100				SC12-100	SC13-100	
Plumbing	PD-000	P1-100	P2-100	P3-100	P4-100				P8-100				P12-100	P13-100	
Fire Protection	FP0-000	FP1-100	FP2-100	FP3-100	FP4-100				FP8-100				FP12-100	FP13-100	
Food Service	FS0-000	FS1-100	FS2-100	FS3-100	FS4-100	FS5-100	FS6-100	FS7-100	FS8-100	FS9-100	FS10-100	FS11-100	FS12-100	FS13-100	
Other	??0-000	??1-100	??2-100	??3-100	??4-100	??5-100	??6-100	??7-100	??8-100	??9-100	??10-100	??11-100	??12-100	??13-100	

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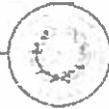
[Abbreviations](#)



CADD / BIM STANDARDS – OVERVIEW		
		LINKS
General	<p>A. TFC has established CADD software as a means for producing the design and documentation for all projects developed under TFC authority.</p> <p>B. Building Information Modeling (BIM) software may be used in lieu of CADD for any project developed under TFC authority.</p>	<ul style="list-style-type: none"> • CADD Standards • BIM Standards
Purpose	<p>A. Facilitate implementation of TFC standards;</p> <p>B. Minimize document review turn-around time through standardization of:</p> <ol style="list-style-type: none"> 1. Elements common to all TFC projects; 2. Format and organization of documents. <p>C. Streamline TFC facilities management and maintenance processes from the date of occupancy through the life of the property.</p>	
Software Requirements	<p>A. All CADD files (and BIM Model files when provided) are required to be created using CADD or BIM authoring software in native file formats readable by the current software versions in use by TFC as indicated below:</p> <ol style="list-style-type: none"> 1. Autodesk Autocad 2013 2. Autodesk Civil 3D 2013 3. Autodesk Navisworks 2013 4. Autodesk Revit Architecture 2013 5. Autodesk Revit MEP 2013 6. Autodesk Revit Structure 2013 <p>B. PSPs are responsible for providing proper software training for their staff members assigned to TFC projects.</p>	<ul style="list-style-type: none"> • Autocad • Civil 3D • Navisworks • Revit Architecture • Revit MEP • Revit Structure

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[Abbreviations](#)



CADD STANDARDS		
STANDARD	DESCRIPTION	LINKS
Purpose	A. Provide a uniform format for CADD based projects developed under TFC authority.	
Template Files	A. The following standard files will be provided by TFC: 1. Cover Sheet; 2. Project Information Sheet; 3. Partition Types and Details; and 4. Blank titleblock.	
Existing Conditions Files	A. In cases of facility renovation projects, a copy of the existing CADD drawing files and associated Record Documentation will be made available for download through the project's IMPACT folder structure B. These files and documents shall be utilized in the preparation of all related design and contract documents.	
Accuracy	A. All CAD drawings shall be drafted using precision input employing the most accurate source material available. B. For all drawing entities, zero tolerance is required: 1. All lines meet at intersections; 2. Straight lines are straight; 3. Blocks are inserted properly without overlap; 4. Closure of all polygons, etc.	

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* See next page for additional CADD Standards

[Abbreviations](#)

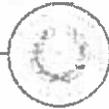


CADD STANDARDS		(CONTINUED)
STANDARD	DESCRIPTION	LINKS
Color	A. Color will be used to control pen assignments and line weights. B. Select layer colors in accordance with the "Pen / Color Values Table". C. Create all objects with color bylayer.	
Linetypes	A. Use only standard linetypes. B. Contour lines, dashed lines and other fonted lines shall be made of one continuous line segment, not a series of separate line segments. C. A sample drawing must be submitted and approved by the CAD Manager if multilines are used.	
Units	A. Set DDUNITS to architectural and angles to deg/min/sec with the precision set at 1/16"	
Blocks	A. Any graphic entity that occurs repeatedly in drawings should be made into a block. B. Insertion points for blocks shall be consistent with its placement in the drawing <ol style="list-style-type: none"> 1. Keep names simple and descriptive. 2. Use a logical insertion point (center of circle, bottom left corner of object). 3. Blocks must be drawn on layer 0 and inserted on the proper layer; or drawn on the proper layer/ layers and inserted on layer 0. C. Nested blocks are permitted but should be avoided whenever possible. D. If custom nested blocks are used, TFC's CADD Manager must approve them.	
External Reference Files (XRefs)	A. Bind (do not insert) all reference files into the active file.	
Scale	A. All model space files must be drawn at real size (1-to-1). B. Objects must be created at full size: <ol style="list-style-type: none"> 1. A 50-foot wall must be drawn to 50 feet 0"; and 2. A 48-inch column must be drawn to 48 inches. C. CAD files will be drawn in 2D only (not 3D).	

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* See next page for additional CADD Standards.

[Abbreviations](#)



CADD STANDARDS		(CONTINUED)
STANDARD	DESCRIPTION	LINKS
Text and Fonts	<ul style="list-style-type: none"> A. Use only standard text fonts supplied with AutoCAD's font library. B. Fonts for lettering shall be readable and plottable by AutoCAD with no additional software required. C. Text size must be legible and appropriate to the graphic information presented and the intended plotted scale of the drawing. 	
Drawing Origin	<ul style="list-style-type: none"> A. The lower left corner of the building shall be placed at 0,0,0. B. For non-rectilinear buildings a logical origin point shall be established. C. The origin point must remain consistent between all model files for the purpose of xref coordination. D. Once the origin is established, it may not be changed. 	
Dimensions	<ul style="list-style-type: none"> A. All dimensioning shall be associative. <ul style="list-style-type: none"> 1. Break lines and parts of cut-through views are an exception. B. Preferred dimension styles are provided in the template file. 	
Hatching	<ul style="list-style-type: none"> A. Use pattern hatching sparingly since the practice significantly increases the AutoCAD entity count of a drawing. B. Associative hatching may be used only with the approval of TFC's CAD Manager. C. Use the solid command or polyline command to represent solid-filled regions when possible. 	
Layers	<ul style="list-style-type: none"> A. CADD drawings shall be organized in accordance with the TFC Layering Guidelines. <ul style="list-style-type: none"> 1. If the TFC format does not include an appropriate layer name, layer names shall be in accordance with CAD Layer Guidelines as published by the American Institute of Architects (A.I.A.). B. The layer names shall be the long format and shall include the modifier. C. As these layer guidelines allow flexibility in the assignment of layers, a Layer Matrix shall be provided to TFC with the Record Documents. D. All third party add on application packages which modify or create CAD layers or other entities must comply with the AIA CAD Layer Guidelines. 	

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* See next page for additional CADD Standards.

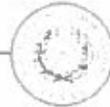
[Abbreviations](#)



CADD STANDARDS		(CONTINUED)
STANDARD	DESCRIPTION	LINKS
Area Calculations	<p>A. Include the following area calculations using area polylines included in the "as-built" submittal.</p> <ol style="list-style-type: none"> 1. Construction Area - Area calculation boundary line will be drawn around the exterior Floor Plan for each level of building on layer a-area-cons 2. Gross Area - Area calculation boundary line will be drawn around interior Floor Plan for each level of building on layer a-area-gros 3. Room Area - Area calculation boundary line will be drawn around each room from the centerline of the wall on layer a-area-room <p>B. Wall edges, partition centerlines and structural centerlines used for area polygons, should be saved in the layers listed above, as appropriate.</p>	
Quality Check	<p>A. Check the CADD files to verify the following:</p> <ol style="list-style-type: none"> 1. All entities are: <ol style="list-style-type: none"> a. Dimensionally accurate; b. Inserted on the proper layer; 2. Column and grid line dimensions are correct; 3. Entity intersections meet each other properly; 4. Entities outside the drawing limits are deleted. 5. Colors and linetypes are assigned BYLAYER. 6. Layering system conforms to TFC and AIA CAD Layer Standard. <p>B. Correct any non-compliant conditions.</p> <p>C. Confirm that all files are free of viruses.</p>	
Purge / Audit	<p>A. If the drawing file becomes too large, response to commands will be slow and regeneration times will be longer.</p> <p>B. Prior to submitting files:</p> <ol style="list-style-type: none"> 1. Purge all unused blocks, linetypes and layers. 2. Audit all files and "Fix All Errors". 	

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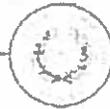


BIM STANDARDS – FILE TYPES		
FILE TYPE	DEFINITION	LINKS
General	<p>A. There are two types of files for a TFC project</p> <ol style="list-style-type: none"> 1. Model Files contain all physical features of the project; <ol style="list-style-type: none"> a. Site Models; and b. Building Models; c. All model files shall include: <ol style="list-style-type: none"> i. Existing conditions to remain; ii. Existing conditions to be removed; iii. Proposed new construction; and iv. All elements tagged with CSI Unifomat Level 4 categories; d. The extent of existing conditions modeling required beyond the affected areas and the level of information to be included will be determined based on project-specific needs. 2. Annotation Files: Contain all non-physical information (such as notes, dimensions, details, etc) describing the physical features contained in the model files. 3. All drawings and schedules required for assessment, review, bidding and construction shall be extractions from the model file(s) <p>B. Separating the project into model and annotation files is intended to:</p> <ol style="list-style-type: none"> 1. Limit the size of the "Central File"; 2. Maximize workflow efficiency; and 3. Limit documentation access to only those responsible for any given scope of work. 	
Geo-Referencing	<p>A. All BIM Models shall be geo-referenced to the Texas NAD-83 State Plane Zone appropriate to the individual project location</p>	•
Existing Conditions Model(s)	<p>A. In cases of facility renovation projects, a copy of any existing BIM file(s) and associated Record Documentation will be made available to PSP.</p> <p>B. The model file(s) and documentation shall be utilized in the preparation of all related design and contract documents.</p>	

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* See next page for additional BIM File Types.

[Abbreviations](#)



BIM STANDARDS – FILE TYPES		(CONTINUED)
FILE TYPE	DEFINITION	LINKS
Templates	<p>A. The following standard files will be provided to PSP by TFC:</p> <ol style="list-style-type: none"> 1. Revit Model File with standardized information such as: <ol style="list-style-type: none"> a. Project Phasing (and associated graphic overrides); b. Graphic conventions; c. Wall (Partition) types; d. Door types; e. Door hardware functions; f. Room finish types. 2. Revit Annotation File with standardized information such as: <ol style="list-style-type: none"> a. Drawing sheet organization; b. Graphic conventions; c. Partition keys and details; d. Legends; e. Schedules. 3. Revit Titleblocks: 30x42 (Arch E1): <ol style="list-style-type: none"> a. Cover Sheet; b. Information Sheet; and c. All other sheets. <p>B. These template files are provided for the convenience of design professionals providing services to TFC for projects developed under TFC authority.</p> <p>C. The template files are intended to facilitate compliance with TFC design standards and must not replace the informed professional judgment of the PSP.</p> <p>D. It is solely the PSP's responsibility to determine the proper application of the standardized information contained within these files.</p>	•

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* See next page for additional BIM File Types.

[Abbreviations](#)

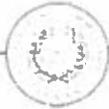


BIM STANDARDS – FILE TYPES		(CONTINUED)
FILE TYPE	DEFINITION	LINKS
Site Model	<p>A. Site Models are Autodesk "Civil3D" Project Drawings (or central data files)</p> <p>B. They contain all site related physical features of the project that are not integral with the building envelope:</p> <ol style="list-style-type: none"> 1. Utilities; 2. Topography; 3. Water Quality Ponds; 4. Stormwater Detention and Filtration Structures; 5. Planting Materials 6. Paving (Streets, parking, curb and gutter, driveways, walks, etc.); 7. Site stairs, ramps, and railings; 8. Retaining Walls; 9. Site furnishings. <p>C. Coordination with other disciplines</p> <ol style="list-style-type: none"> 1. Periodically W-Block out information in ".dwg" format and make the file(s) available to the other project team members. 	

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* See next page for additional BIM File Types.

[Abbreviations](#)



BIM STANDARDS – FILE TYPES		(CONTINUED)
FILE TYPE	DEFINITION	LINKS
Building Model	<p>A. TFC does not currently utilize Worksets.</p> <ol style="list-style-type: none"> 1. Before transmitting a "Central Model File" to TFC, "Detach from Central" and "Detach and Discard Worksets". <p>B. Each Building Model File contains all physical features for a single building.</p> <ol style="list-style-type: none"> 1. Architectural; 2. Structural; 3. Mechanical; 4. Electrical; 5. Plumbing; and 6. Special Systems. <p>C. Shade Structures and pavilions are to be treated as independent buildings.</p> <p>D. Coordination with Civil3D:</p> <ol style="list-style-type: none"> 1. Periodically export to ADSK file format and make the file(s) available to the other project team members. 	
Annotation	<p>A. Each design discipline will have a dedicated annotation file that references the appropriate Model File(s):</p> <ol style="list-style-type: none"> 1. Civil3D Files: 2. Revit Files: <ol style="list-style-type: none"> a. Insert the "Central Model File" as a link into the "Central Annotation File" using the following setting: <ol style="list-style-type: none"> i. Positioning: Auto - Origin to Origin. 	<ul style="list-style-type: none"> • Drawing Sheet Organization

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BIM STANDARDS – REVIT VIEW SETTINGS

VIEW	SCALE	DETAIL LEVEL	MODEL GRAPHICS STYLE	SHADOWS	CROP REGION	PHASE	PHASE FILTER
------	-------	--------------	----------------------	---------	-------------	-------	--------------

EXISTING

Site Plans	1" = 20'-0"	Coarse	Hidden Line	Off	Off	Existing	Show All
Floor Plans	1/8" = 1'-0"	Medium	Hidden Line	Off	Off	Existing	Show All
Reflected Ceilings	1/8" = 1'-0"	Medium	Hidden Line	Off	Off	Existing	Show All
Exterior Elevations	1/8" = 1'-0"	Coarse	Hidden Line	Off	Off	Existing	Show All
Interior Elevations	3/8" = 1'-0"	Medium	Hidden Line	Off	Off	Existing	Show All
Building Sections	1/8" = 1'-0"	Medium	Hidden Line	Off	Off	Existing	Show All
Wall Sections	3/4" = 1'-0"	Fine	Hidden Line	Off	Off	Existing	Show All

DEMOLITION

Site Plans	1" = 20'-0"	Coarse	Hidden Line	Off	Off	Demolition	Show Previous + Demo
Floor Plans	1/8" = 1'-0"	Medium	Hidden Line	Off	Off	Demolition	Show Previous + Demo
Reflected Ceilings	1/8" = 1'-0"	Medium	Hidden Line	Off	Off	Demolition	Show Previous + Demo
Exterior Elevations	1/8" = 1'-0"	Coarse	Hidden Line	Off	Off	Demolition	Show Previous + Demo
Interior Elevations	3/8" = 1'-0"	Medium	Hidden Line	Off	Off	Demolition	Show Previous + Demo
Building Sections	1/8" = 1'-0"	Medium	Hidden Line	Off	Off	Demolition	Show Previous + Demo
Wall Sections	3/4" = 1'-0"	Fine	Hidden Line	Off	Off	Demolition	Show Previous + Demo

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* See next page for additional Revit Architecture View Settings Standards.

[Abbreviations](#)



BIM STANDARDS – REVIT VIEW SETTINGS							(CONTINUED)
VIEW	SCALE	DETAIL LEVEL	MODEL GRAPHICS STYLE	SHADOWS	CROP REGION	PHASE	PHASE FILTER
NEW CONSTRUCTION							
Site Plans	1" = 20'-0"	Coarse	Hidden Line	Off	Off	New Construction	Show Previous + New
Floor Plans	1/8" = 1'-0"	Medium	Hidden Line	Off	Off	New Construction	Show Previous + New
Reflected Ceilings	1/8" = 1'-0"	Medium	Hidden Line	Off	Off	New Construction	Show Previous + New
Exterior Elevations	1/8" = 1'-0"	Coarse	Hidden Line	Off	Off	New Construction	Show Previous + New
Interior Elevations	3/8" = 1'-0"	Medium	Hidden Line	Off	Off	New Construction	Show Previous + New
Building Sections	1/8" = 1'-0"	Medium	Hidden Line	Off	Off	New Construction	Show Previous + New
Wall Sections	3/4" = 1'-0"	Fine	Hidden Line	Off	Off	New Construction	Show Previous + New

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[Abbreviations](#)

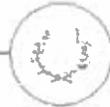


BIM STANDARDS – REVIT PARTITIONS		
ELEMENT	DEFINITION	LINKS
Wall (Partition) Type Tags	<p>A. When a "Wall Type" tag is placed, the correct partition type information is automatically populated.</p> <p>B. Partition Assembly Type Codes:</p> <ul style="list-style-type: none"> A = Metal stud framing with one layer of gypsum board on each side B = Metal stud framing with two layers of gypsum board on each side. C = Metal stud furring partition with one layer of gypsum board on the finished side. D = Metal stud Shaftwall with one inch shaft-liner and varying layers of gypsum board on the finished face. E = Metal stud framing with resilient furring channels on one side and one layer of gypsum board on each finished face. F = Metal stud framing with resilient furring channels on one side and two layers of gypsum board on each finished face. G = Metal stud framed plumbing chase with 1 layer of gypsum board on each finished face. H = Partial height metal stud framing with one layer of gypsum board on each side. J = Fire rated metal stud partition with window(s) and deluge sprinklers. K = Concrete masonry units of varying widths. 	

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* See next page for additional Revit Architecture Partition Standards.

[Abbreviations](#)

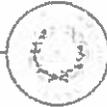


BIM STANDARDS – REVIT PARTITIONS		(CONTINUED)
ELEMENT	DEFINITION	LINKS
Wall (Partition) Type Tags (Continued)	<p>A. Core Width Codes:</p> <ul style="list-style-type: none"> 1 = 1 5/8" Metal Studs 3 = 3 5/8" Metal Studs 4 = 4" Metal Studs – or - 4" Nominal Masonry 6 = 6" Metal Studs – or - 6" Nominal Masonry 7 = 7" Clear inside width at metal stud framed plumbing chase 8 = 8" Metal Studs – or - 8" Nominal Masonry 9 = 9" Clear inside width at metal stud framed plumbing chase 12 = 12" Nominal Masonry <p>B. Partition Height Codes:</p> <ul style="list-style-type: none"> A = Above Ceiling (to 6" above ceiling) (Set the "Top Offset" constraint of the "Wall" to six inches more than the height of the ceiling in question) C = Ceiling (to bottom of ceiling) (Attach the "Wall" to the "Ceiling") D = Deck High (to bottom of structural deck above) (Attach the "Wall" to the "Structural Floor or Roof" above) ## = Fixed Height (in inches to top of finish) (Set the "Unconnected Height" constraint of the "Wall" to the desired height of the partition at the top of the finished wall cap) <p>C. Sound Rating Codes:</p> <ul style="list-style-type: none"> S## (## = 2 digit STC rating number) <p>D. Fire Rating Codes:</p> <ul style="list-style-type: none"> F01 = 1 hour F02 = 2 hour F03 = 3 hour F04 = 4 hour F20 = 20 minutes F30 = 30 minutes F45 = 45 minutes F90 = 90 minutes 	

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* See next page for additional Revit Architecture Partition Standards.

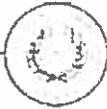
[Abbreviations](#)



BIM STANDARDS – REVIT PARTITIONS		(CONTINUED)
ELEMENT	DEFINITION	LINKS
Wall (Partition) Type Tags (Continued)	A. When the "Wall Type" is changed, the tag automatically updates with the appropriate information for the new partition type. B. Custom "Wall Types" can be generated if necessary, but must include the following parametric "Identity Data" information: <ol style="list-style-type: none"> 1. <i>Assembly Code</i> - Edit Unifomat selection to match the wall construction ; 2. <i>Type Mark</i> - Assign a new partition type (use TFC naming conventions); 3. <i>Fire Rating</i> - Indicate if applicable. 4. <i>Fire Test #</i> - Provide UL assembly number if partition is fire rated; 5. <i>Sound Test #</i> - Provide STC rating if applicable; and 6. <i>UL URL</i> - Provide web address for specific UL assembly. 	
Wall (Partition) Types	A. The Project Template file has a large library of TFC standard "Wall Types" (interior partitions) pre-loaded. B. All TFC standard "Wall Types" contain parameter text that matches the appropriate TFC standard partition type. C. "Wall Type" names are based on the Type Tag conventions above: <ol style="list-style-type: none"> 1. Example: "A3DS-51" <ol style="list-style-type: none"> a. Partition Type: A b. Core Width: 3 5/8" metal stud framing c. Partition Height: Deck high d. Sound Rating: STC 51 e. Fire Rating: None 	

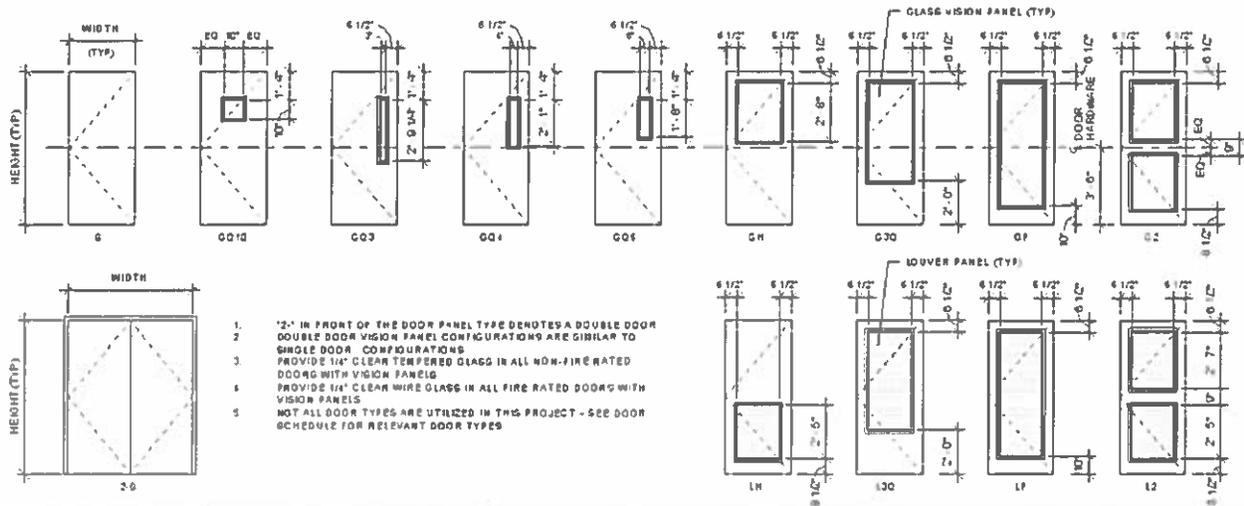
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BIM STANDARDS – REVIT DOOR TYPES (KEY SCHEDULE)

The Project Template file has a library of TFC standard "Door Types" based on the function of the space the door is serving. Schedule information parameters are pre-defined as follows:

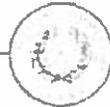


Hardware Abbreviations	CL – Closer	LA – Latchset	RH – Robe Hook
	EA – Electronic Access	LO – Lockset (Office)	RM – Removable Mullion
	ED – Exit Device	LP – Lockset (Privacy)	STW – Stop (Wall)
	FBA – Flush Bolt (Automatic)	LS – Lockset (Storage)	SS – Smoke Seal
	PA – Power Assist	PP – Push Plate	TH – Threshold
	KP – Kick Plate	PU – Pull	WS – Weatherstripping

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* See next page for additional Revit Architecture Door Types.

[Abbreviations](#)



BIM STANDARDS – REVIT DOOR TYPES (KEY SCHEDULE)										(CONTINUED)
DOOR TYPE	WIDTH (inches)	HEIGHT (inches)	DOOR TYPE	DOOR MATERIAL	DOOR FINISH	FRAME TYPE	FRAME MATERIAL	FRAME FINISH	HARDWARE FUNCTIONS	
Conference	36	84	GQ3	Solid Core Wood	Trans-parent	Single	Aluminum	Anodized	LO, CL, STW	
Conference (Enhanced)	36	84	GQ3	Solid Core Wood	Trans-parent	Single Sidelite	Aluminum	Anodized	LO, CL, STW	
Copy/Print	36	84	GQ5	Solid Core Wood	Trans-parent	Single	Aluminum	Anodized	LA, STW	
Corridor (Exit)	36	84	S	Solid Core Wood	Trans-parent	Single	Aluminum	Anodized	LO, CL, STW	
Restroom (Single)	36	84	S	Solid Core Wood	Trans-parent	Single	Aluminum	Anodized	LP, CL, STW	
Restroom (Common)	36	84	S	Solid Core Wood	Trans-parent	Single	Aluminum	Anodized	PU, PP, KP, CL, STW	
Server	36	84	S	Solid Core Wood	Trans-parent	Single	Aluminum	Anodized	EA, LS, STW	
Stair	36	84	S	Hollow Metal	Paint	Single	Hollow Metal	Paint	ED, CL, SS	
Storage (Single)	36	84	S	Solid Core Wood	Trans-parent	Single	Aluminum	Anodized	LS, STW	
Storage (Double)	72	84	2-S	Solid Core Wood	Trans-parent	Single	Aluminum	Anodized	LS, RM	
Entrance (Primary, Exterior)	72	84	2GF	Aluminum / Glass	Anodized	Double	Aluminum	Anodized	EA, ED, FBA, CL, PA, TH, WS	
Entrance (Secondary, Exterior)	36	84	S	Hollow Metal	Paint	Single	Hollow Metal	Paint	EA, ED, CL, PA, TH, WS	
File	36	84	GQ5	Solid Core Wood	Trans-parent	Single	Aluminum	Anodized	LS, CL, STW	
Maintenance	36	84	S	Solid Core Wood	Trans-parent	Single	Hollow Metal	Paint	LS, CL, STW	
MEP (Single)	36	84	S	Solid Core Wood	Trans-parent	Single	Hollow Metal	Paint	LS, CL, STW	
MEP (Double)	72	84	2-S	Solid Core Wood	Trans-parent	Single	Hollow Metal	Paint	LS, CL	

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* See next page for additional Revit Architecture Door Types.

[Abbreviations](#)



BIM STANDARDS – REVIT DOOR TYPES (KEY SCHEDULE)									
									(CONTINUED)
DOOR TYPE	WIDTH (inches)	HEIGHT (inches)	DOOR TYPE	DOOR MATERIAL	DOOR FINISH	FRAME TYPE	FRAME MATERIAL	FRAME FINISH	HARDWARE FUNCTIONS
Office	36	84	S	Solid Core Wood	Trans-parent	Single	Aluminum	Anodized	LO, RH, STW
Office Suite	36	84	S	Solid Core Wood	Trans-parent	Single Sidelite	Aluminum	Anodized	LO, STW
Restroom (Single)	36	84	S	Solid Core Wood	Trans-parent	Single	Aluminum	Anodized	LP, CL, STW
Restroom (Common)	36	84	S	Solid Core Wood	Trans-parent	Single	Aluminum	Anodized	PP, PU, KP, CL, STW
Server	36	84	S	Solid Core Wood	Trans-parent	Single	Aluminum	Anodized	EA, LS, STW
Stair	36	84	S	Hollow Metal	Paint	Single	Hollow Metal	Paint	ED, CL, SS
Storage (Single)	36	84	S	Solid Core Wood	Trans-parent	Single	Aluminum	Anodized	LS, STW
Storage (Double)	72	84	2-S	Solid Core Wood	Trans-parent	Single	Aluminum	Anodized	LS, RM

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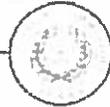
[Abbreviations](#)



BIM STANDARDS – REVIT ROOM STYLES (KEY SCHEDULE)			
The Project Template file has a library of TFC standard "Room Styles" with Finish Schedule information parameters pre-defined.			
ROOM TYPE	FLOOR	BASE	CEILING
Break	VCT	4" Rubber Cove	2'x2' ACT
Conference	Carpet Tile	4" Rubber Cove	2'x2' ACT
Conference (Enhanced)	Carpet Tile	Wood (Stained)	2'x2' ACT, Painted Gypsum Board
Copy / Print	VCT	4" Rubber Cove	2'x2' ACT
Corridor	Carpet Tile	4" Rubber Cove	2'x2' ACT
File	Carpet Tile	4" Rubber Cove	2'x2' ACT
Maintenance	Sealed Concrete	4" Rubber Cove	2'x2' ACT
MEP	Sealed Concrete	None	2'x2' ACT
Office	Carpet Tile	4" Rubber Cove	2'x2' ACT
Restroom	Tile	Tile	Painted Gypsum Board
Server	Static Dissipative Tile	4" Rubber Cove	2'x2' ACT
Shower	Tile	Tile	Water Resistant Gypsum Board (Epoxy Paint)
Stair	Sealed Concrete	None	2'x2' ACT, Painted Structure
Storage (General)	Sealed Concrete	None	Painted Structure
Storage (Office)	Carpet Tile	4" Rubber Cove	2'x2' ACT

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[Abbreviations](#)

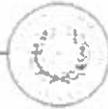


BIM STANDARDS – REVIT MATERIALS		
The Project Template file has a library of TFC standard "Materials" with Design Selections Schedule information parameters pre-defined.		
MARK	MATERIAL CLASS	DESCRIPTION
AT-AC01	Acoustical Treatment (AT)	Acoustical Coating (AC)
AT-SAP01	Acoustical Treatment (AT)	Sound Absorptive Panel (SAP)
AT-SRP01	Acoustical Treatment (AT)	Sound Reflective Panel (SRP)
AW-WD01	Architectural Woodwork (AW)	Wood Trim (WD)
AW-WP01	Architectural Woodwork (AW)	Wood Panel (WP)
AW-WV01	Architectural Woodwork (AW)	Wood Veneer (WV)
CF-BR01	Concrete Finish (CF)	Broom Finished Concrete (BR)
CF-CS01	Concrete Finish (CF)	Clear Sealer (CS)
CF-EA01	Concrete Finish (CF)	Exposed Aggregate (EA)
CF-IC01	Concrete Finish (CF)	Integral Color (IC)
CF-POL01	Concrete Finish (CF)	Polished (POL)
CF-RF01	Concrete Finish (CF)	Rough Formwork (RF)
CF-SB01	Concrete Finish (CF)	Sandblasted (SB)
CF-ST01	Concrete Finish (CF)	Stained (ST)
CF-TRW01	Concrete Finish (CF)	Trowel Finished (TR)

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* See next page for additional Revit Materials.

[Abbreviations](#)



BIM STANDARDS – REVIT MATERIALS (CONTINUED)		
MARK	MATERIAL CLASS	DESCRIPTION
CL-AT01	Ceilings (CL)	Acoustical Ceiling Tile (AT)
CL-GD01	Ceilings (CL)	Acoustical Ceiling Grid (GD)
CL-LS01	Ceilings (CL)	Linear Ceiling System (LS) - Wood or Metal
CW-HG01	Casework (CW)	Hardware Grommet (HG)
CW-HP01	Casework (CW)	Hardware Pull (HP)
DS-CB01	Visual Display Surfaces (DS)	Chalk Board (CB)
DS-MB01	Visual Display Surfaces (DS)	Marker Board (MB)
DS-TB01	Visual Display Surfaces (DS)	Tack Board (TB)
FL-AF01	Flooring (FL)	Access Flooring (AF)
FL-CK01	Flooring (FL)	Cork (CK)
FL-CP01	Flooring (FL)	Carpet (CP) - Broadloom or Tile
FL-FA01	Flooring (FL)	Fluid Applied (FA)
FL-LS01	Flooring (FL)	Linoleum Sheet (LS)
FL-LT01	Flooring (FL)	Linoleum Tile (LT)
FL-SDT01	Flooring (FL)	Static Dissipative Tile (SDT)
FL-TZ01	Flooring (FL)	Terrazzo (TZ)
FL-VS01	Flooring (FL)	Vinyl Sheet (VS)

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* See next page for additional Revit Materials.

[Abbreviations](#)



BIM STANDARDS – REVIT MATERIALS (CONTINUED)		
MARK	MATERIAL CLASS	DESCRIPTION
FL-VT01	Flooring (FL)	Vinyl Tile (VT) - VCT, Solid Vinyl..
FL-WD01	Flooring (FL)	Wood (WD)
GF-CK01	General Finishes (GF)	Cork (CK)
GF-CT01	General Finishes (GF)	Ceramic Tile (CT)
GF-CTG01	General Finishes (GF)	Ceramic Tile Grout (CTG)
GF-FB01	General Finishes (GF)	Fabric (FB)
GF-M01	General Finishes (GF)	Metal (M)
GF-PL01	General Finishes (GF)	Plastic Laminate (PL)
GF-QS01	General Finishes (GF)	Quartz Surface (QS)
GF-SS01	General Finishes (GF)	Solid Surface (SS)
GF-ST01	General Finishes (GF)	Stone Tile (ST)
GL-G01	Glazing (GL)	Glass (G) - Tempered, Decorative, Mirrored, LCD..
GL-PG01	Glazing (GL)	Plastic Glazing (PG)
GL-SF01	Glazing (GL)	Surface Applied Film (SF)

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* See next page for additional Revit Materials.

[Abbreviations](#)



BIM STANDARDS – REVIT MATERIALS (CONTINUED)		
MARK	MATERIAL CLASS	DESCRIPTION
PC-CS01	Paints and Coatings (PC)	Clear Sealer (CS)
PC-HP01	Paints and Coatings (PC)	High Performance / Special Coatings (HP) - Fire Resistive, Galvanizing...
PC-IP01	Paints and Coatings (PC)	Interior Paint (IP)
PC-IS01	Paints and Coatings (PC)	Interior Stain (IS)
PC-IT01	Paints and Coatings (PC)	Interior Textured Coating (IT)
PC-WR01	Paints and Coatings (PC)	Water Repellant Coating (WR)
PC-XP01	Paints and Coatings (PC)	Exterior Paint (XP)
PC-XS01	Paints and Coatings (PC)	Exterior Stain (XS)
PC-XT01	Paints and Coatings (PC)	Exterior Textured Coating (XT)
WB-R401	Wall Base (WB)	Rubber 4" (R4)
WB-R601	Wall Base (WB)	Rubber 6" (R6)
WB-V401	Wall Base (WB)	Vinyl 4" (V4)
WB-V601	Wall Base (WB)	Vinyl 6" (V6)
WB-WD401	Wall Base (WB)	Wood 4" (WD4)
WB-WD601	Wall Base (WB)	Wood 6" (WD6)
WF-FP01	Interior Wall Finishes (WF)	Fabric Panel (FP)
WF-WC01	Interior Wall Finishes (WF)	Wall Covering (WC) – Fabric, Vinyl...

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* See next page for additional Revit Materials.

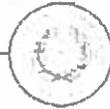
[Abbreviations](#)



BIM STANDARDS – REVIT MATERIALS (CONTINUED)		
MARK	MATERIAL CLASS	DESCRIPTION
WP-CG01	Wall Protection (WP)	Corner Guard (CG)
WP-WG01	Wall Protection (WP)	Wall Guard (WG)
WT-BL01	Window Treatments (WT)	Blinds (BL)
WT-DR01	Window Treatments (WT)	Drapery / Curtain (DR)
WT-SH01	Window Treatments (WT)	Window Shades (SH)
XF-BK01	Exterior Finishes (XF)	Brick (BK)
XF-CFS01	Exterior Finishes (XF)	Cement Fiberboard Siding (CFS)
XF-CM01	Exterior Finishes (XF)	Concrete Masonry Unit (CM)
XF-CP01	Exterior Finishes (XF)	Cement Plaster (CP)
XF-GU01	Exterior Finishes (XF)	Glass Unit Masonry (GU)
XF-LS01	Exterior Finishes (XF)	Linear Soffit System (LS) - Wood or Metal
XF-MP01	Exterior Finishes (XF)	Metal Panel (MP)
XF-PC01	Exterior Finishes (XF)	Precast Concrete (PC)
XF-SP01	Exterior Finishes (XF)	Simulated Plaster (SP) – EIFS...
XF-SS01	Exterior Finishes (XF)	Simulated Stone (SS)
XF-ST01	Exterior Finishes (XF)	Stone (ST)
XF-WS01	Exterior Finishes (XF)	Wood Siding (WS)

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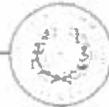


BIM STANDARDS –RECOMMENDED PRACTICES		
TOPIC	RECOMMENDATION	LINKS
Model Planning & Coordination	A. Utilize a BIM Planning and Coordination Document such as in Appendix M (or a similar document) to identify authorship responsibility for each portion of the Building Model Central File. B. Do not modify or manipulate elements that other PSPs are responsible for.	<ul style="list-style-type: none"> • Appendix M - BIM Planning Document
Revit File Maintenance	A. Audit the Central Files periodically to identify and correct file irregularities. B. Compact the Central files at the end of each work day to reduce file size.	
Digital Data Agreement	A. It is TFC's intent to share the Project BIM Model with the Contractor for their use in project scheduling and coordination. B. TFC recommends that the PSP include a Division 1 Specification requirement for the Contractor, Subcontractors, and Suppliers to enter into a Digital Data Licensing Agreement such as AIA Document C106-2007.	<ul style="list-style-type: none"> • AIA Documents
Digital Coordination & Review	A. TFC utilizes Autodesk's free "Design Review" software to review all documentation submitted by PSPs. We encourage all PSPs to coordinate with each other using the same process.	<ul style="list-style-type: none"> • Autodesk Design Review Software
Revit Productivity	A. Download and utilize software extensions and bonus tools available from the Autodesk Subscription Center	

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* See next page for additional Recommended Practices.

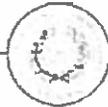
[Abbreviations](#)



APPENDICES		
NUMBER	TITLE	DESCRIPTION
A	Reserved for Future Use	A. (Previously "Standard Procedure for Measurement")
B	Reserved for Future Use	A. (Previously "Sustainable Building Practices")
C	<u>Indoor Air Quality Guidelines</u>	A. Design and construction requirements for meeting indoor air quality criteria.
D	Reserved for Future Use	A. (Previously "Energy Simulation Software")
E	Reserved for Future Use	A. (Previously "Resources")
F	<u>Landscaping Design Standards</u>	A. Standards for the selection and specification of water conserving landscape materials.
G	<u>Facilities Programming Guidelines</u>	A. Recommended practices for the programming of facilities to be developed under the authority of TFC.
H	<u>DPS Standards (08/08/2006)</u>	A. Design standards for DPS projects.
I	Reserved for Future Use	A. (Previously "Common TAS Errors")
J	<u>DPS Design Issues</u>	A. A sampling of common design issues and preferred solutions on DPS projects
K	<u>Project Manual and Specification Section Formats</u>	A. Standard formatting for: 1. <u>Project Manual Cover and signature pages</u> ; and 2. <u>Specification sections</u> . B. Standards for the content of select specification sections.
L	<u>Space Allocation Program</u>	A. Standard spreadsheet for recording square footages for proposed buildings, departments, and individual spaces.
M	<u>BIM Planning and Coordination Document</u>	A. Matrix for assigning BIM scopes of work by discipline.

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[Abbreviations](#)



WEB LINKS INCLUDED IN THIS DOCUMENT

STATE OF TEXAS

DIR	Department of Information Resources	http://www.dir.state.tx.us/
DPS	Department of Public Safety	http://www.txdps.state.tx.us/index.htm
HSC	Health & Safety Code (Texas)	http://www.statutes.legis.state.tx.us/?link=GV
SECO	State Energy Conservation Office	http://www.seco.cpa.state.tx.us/index.php
	Texas Design Standard Compliance Forms	http://www.seco.cpa.state.tx.us/sa_codes.html#anchor01
	AHRAE 90.1 and RETScreen Software Adoption	http://www.seco.cpa.state.tx.us/sa_codes.html#sb982
	SECO Suggested Water Efficiency Standards	http://www.seco.cpa.state.tx.us/tbec/waterconservation.php
	SECO Approved Methodologies	http://www.seco.cpa.state.tx.us/sa_codes.html
SFMO	State Fire Marshal's Office	http://www.idi.state.tx.us/fire/index.html
TCEQ	Texas Commission on Environmental Quality	http://www.tceq.state.tx.us/
	TCEQ Construction Activities Regulations	http://www.tceq.state.tx.us/permitting/water_quality/stormwater/TXR15_AIR.html
TDI	Texas Department of Insurance	http://www.tdi.state.tx.us/
TDLR	Texas Department of Licensing and Regulation – Home Page	http://www.license.state.tx.us/index.htm
	Document Submission Requirements	http://www.license.state.tx.us/ab/abrules.htm#6850
	EAB (Elimination of Architectural Barriers)	http://www.license.state.tx.us/ab/ab.htm
	Fee Schedule	http://www.license.state.tx.us/ab/abfees.htm
	Online Registration	https://www.license.state.tx.us/ABProjectRegistrationOnline/
	TAS (Texas Accessibility Standards)	http://www.license.state.tx.us/ab/abtas.htm#toc
TAC	Architectural Barriers Technical Memoranda	http://www.license.state.tx.us/ab/techmemos.htm
	Texas Administrative Code	http://info.sos.state.tx.us/pls/pub/tacctx\$.startup

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* See next page for additional Web Links.

[Abbreviations](#)

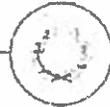


WEB LINKS INCLUDED IN THIS DOCUMENT		(CONTINUED)
TFC	Texas Facilities Commission – Home Page	http://www.tfc.state.tx.us/
	FDC (Facilities Design and Construction)	http://www.tfc.state.tx.us/divisions/facilities/prog/construct/
	EM (Energy Management)	http://www.tfc.state.tx.us/divisions/facilities/prog/division-of-energy-management-and-plant-operations/office-of-energy-management/
	Guidelines / Standards	http://www.tfc.state.tx.us/divisions/facilities/prog/construct/formsindex
	Electronic Project Management Control System	http://www.3di.com/impact/tfc/
	OM (Operations and Maintenance)	http://www.tfc.state.tx.us/divisions/facilities/prog/division-of-energy-management-and-plant-operations/plant-operations/
	HUB (Historically Underutilized Business Program)	
	IPD (Internal Procurement Division)	http://www.tfc.state.tx.us/divisions/commissionadmin/prog/HUB/
	PAM (Planning and Asset Management)	http://www.tfc.state.tx.us/divisions/facilities/prog/planning
	UGC / SGC (Uniform and Supplementary General Conditions)	http://www.tfc.state.tx.us/divisions/facilities/prog/construct/formsindex
	2012 A-E Guidelines	http://www.tfc.state.tx.us/divisions/facilities/prog/construct/formsindex/01 - 2012 A-E GUIDELINES.pdf
	2012 A-E Guidelines Appendix C (Indoor Air Quality Guidelines)	http://www.tfc.state.tx.us/divisions/facilities/prog/construct/formsindex/02 2012 A-E Guidelines Appendix C indoor air.pdf
	2012 A-E Guidelines Appendix F (Landscaping Design Standards)	http://www.tfc.state.tx.us/divisions/facilities/prog/construct/formsindex/03 - 2012 A-E Guidelines Appendix F landscp.pdf
	2012 A-E Guidelines Appendix G (Facilities Programming Guidelines)	http://www.tfc.state.tx.us/divisions/facilities/prog/construct/formsindex/04 - 2012 A-E Guidelines Appendix G fac prog guide.pdf
	2012 A-E Guidelines Appendix H (DPS Standards (08/08/2006))	http://www.tfc.state.tx.us/divisions/facilities/prog/construct/formsindex/05 - 2012 A-E Guidelines Appendix H -dps stds 8.8.06.pdf
	2012 A-E Guidelines Appendix J (DPS Design Issues)	http://www.tfc.state.tx.us/divisions/facilities/prog/construct/formsindex/06 - 2012 A-E Guidelines Appendix J DPS Design Issues.pdf
	2012 A-E Guidelines Appendix K (Project Manual Cover and Signature Pages)	http://www.tfc.state.tx.us/divisions/facilities/prog/construct/formsindex/07 - 2012 A-E Guidelines (Appendix K) Proj Manual Cvr.doc
2012 A-E Guidelines Appendix K (Specification Sections Format)	http://www.tfc.state.tx.us/divisions/facilities/prog/construct/formsindex/08 - 2012 A-E Guidelines (Appendix K) Spec Format.doc	
2012 A-E Guidelines Appendix L (Space Allocation Program)	http://www.tfc.state.tx.us/divisions/facilities/prog/construct/formsindex/09 - 2012 A-E Guidelines (Appendix L) Space Alloc Program.xls	
2012 A-E Guidelines Appendix M (BIM Planning and Coordination Document)	http://www.tfc.state.tx.us/divisions/facilities/prog/construct/formsindex/10 - 2012 A-E Guidelines (Appendix M) BIM Planning Doc.xls	

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* See next page for additional Web Links.

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WEB LINKS INCLUDED IN THIS DOCUMENT (CONTINUED)

TGC	Texas Statutes - Government Code	http://www.statutes.legis.state.tx.us/?link=GV
THC	Texas Historical Commission	http://www.thc.state.tx.us/index.shtml

FEDERAL and LOCAL

ADA	Americans With Disabilities Act	http://www.ada.gov/
ADAS	ADA Standards	http://www.ada.gov/sldspdf.htm
COA	City of Austin	http://www.austintexas.gov/

CAPITOL VIEW CORRIDOR

TGC 3151	Preservation of View of State Capitol	http://www.statutes.legis.state.tx.us/?link=GV
LDC	Land Development Code (City of Austin)	http://www.amlegal.com/nxt/gateway.dll/Texas/austin/title25landdevelopment?f=templates\$fn=default.htm\$3.0\$vid=amlegal.austin.tx

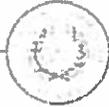
CODES AND REFERENCE STANDARDS

AIA D101-1995	Methods of Calculating the Area and Volume of Buildings;	https://www.aiabookstore.com/aia-documents/aia-documents-d-series.html
ANSI	American National Standards Institute	http://www.ansi.org/
ASHRAE	The American Society of Heating, Refrigerating and Air-Conditioning Engineers	http://www.ashrae.org/
ASHRAE 90.1	Energy Conservation Design Standard for State-Funded Buildings	http://www.techstreet.com/lists/ashrae_standards.tmpl
Comcheck	Energy Code Compliance Checking Software	http://energycode.pnl.gov/COMcheckWeb/
CSI MasterFormat	2004/2011 Edition Numbers and Titles	http://www.csinet.org/Main-Menu-Category-CSI-Store-6
ICC	International Code Council ICC Store	http://www.iccsafe.org/Store/Pages/default.aspx
	Free E-Codes (2009)	http://publicecodes.citation.com/icod/IC-P-2009-000019.htm
	Free E-Codes (2012)	http://publicecodes.citation.com/icod/IC-P-2012-000019.htm
NFPA	National Fire Protection Association – Home Page	http://www.nfpa.org/
	NFPA 101 - Life Safety Code	http://www.nfpa.org/aboutthecodes/AboutTheCodes.asp?DocNum=101
	NFPA 70 - National Electrical Code	http://www.nfpa.org/aboutthecodes/AboutTheCodes.asp?DocNum=70
	NFPA 70E - Standard for Electrical Safety in the Workplace	http://www.nfpa.org/aboutthecodes/AboutTheCodes.asp?DocNum=70E

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* See next page for additional Web Links.

[Abbreviations](#)



WEB LINKS INCLUDED IN THIS DOCUMENT (CONTINUED)

SOFTWARE

Autodesk "Autocad"	http://usa.autodesk.com/adsk/servlet/pc/index?id=13779270&siteID=123112
Autodesk "Autocad Civil 3D"	http://usa.autodesk.com/civil-3d/
Autodesk "DWF Writer"	Autodesk - Autodesk DWF Writer
Autodesk "Navisworks"	http://usa.autodesk.com/adsk/servlet/index?id=10571060&siteID=123112
Autodesk "Revit Architecture"	http://usa.autodesk.com/revit/
Autodesk "Revit MEP"	http://usa.autodesk.com/revit/
Autodesk "Revit Structure"	http://usa.autodesk.com/revit/

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EXHIBIT D

TFC CONTRACT NO. 17-006-000

**TEXAS FACILITIES COMMISSION
CRIMINAL BACKGROUND CHECKS AND APPLICATION
GUIDELINES**

TEXAS FACILITIES COMMISSION

CRIMINAL BACKGROUND CHECKS AND APPLICATION GUIDELINES

It is the policy of the Texas Facilities Commission ("TFC") that all contractor employees and subcontractors that will complete any work on-site at a state-owned property may be subject to a criminal background check. Any expense associated with such criminal background check shall be borne by the contractor. Contractor employees and subcontracts who work in case-sensitive areas shall be required to submit to a criminal history background check. If requested by TFC, a complete criminal background check shall be completed before any employee performs services at the site. Criminal background checks must be performed by the Texas Department of Public Safety ("DPS") and must be on the form provide by TFC.

I. CRIMINAL HISTORY CRITERIA

Employers should use the following criminal history criteria when hiring employees to perform work for TFC. Any employee failing to meet the minimum standard will be denied. If special circumstances exist, please contact the TFC representative for clarification or further consideration.

A conviction or deferred adjudication for one of the following offenses will result in the **permanent disqualification** of a person from eligibility to provide contractual services with Texas Facilities Commission:

- (i) any act causing death as defined in Texas Penal Code; and
- (ii) any felony or misdemeanor involving arson, burglary, breach of computer security, credit card abuse, counterfeiting, forgery, kidnapping, robbery, stalking, terroristic threat, theft, and any sexual offense designated as a felony in Texas Penal Code.

Additionally, anyone who has a current duty to register as a sex offender, is under indictment or is a fugitive from justice is disqualified.

Texas Facilities Commission---Criminal Background Checks and Application Guidelines

For individuals who have a conviction or deferred adjudication for felonies not enumerated above, 10 years must have passed from the time of disposition or discharge of probation in order for that person to be eligible to provide contractual services with the TFC.

For individuals who have a misdemeanor conviction or deferred adjudication for misdemeanors not enumerated above, 5 years must have passed from the time of disposition or discharge of probation in order for that person to be eligible to provide contractual services with the TFC.

II. CRIMINAL BACKGROUND PROCESS

DPS has entered into an exclusive contract with Identogo Centers, formerly L-1 Enrollment Services, operated by MorphoTrust USA. Identogo by MorphoTrust is the exclusive live scan fingerprinting provider for DPS. All TFC contractors that are subject to TFC criminal background check requirements must create an account with Identogo in accordance with the Identogo Account Application and requirements attached hereto as "Attachment A". Thereafter, all contractor employees and subcontractors must follow the registration procedures attached hereto as "Attachment A" including using the *Texas Facilities Commission Service Code 11G6ZN*. All necessary instructions and information to schedule a fingerprint appointment is included in Attachment A. In addition, the only service code accepted by DPS for a TFC criminal background check is the service code provided in Attachment A, hereto, therefore, if an individual does not use the service code in Attachment A, he or she may be required to repeat the process at the expense of contractor. Contractors can begin the process by simply clicking on this link: <https://uenroll.identogo.com/servicecode/11G6ZN>

Additionally, forms and instructions can be found on the Identogo website at <http://www.identogo.com> by clicking on the State of Texas. Links on that page include one for online scheduling and a list for the state-wide fingerprinting locations. The waiver form for the criminal background check is attached hereto as "Attachment B". In the event Contractor needs to set up a new account, please refer to the attached link for instructions: <http://www.l1enrollment.com/state/forms/tx/566718664f05a.pdf>.

III. CRIMINAL HISTORY ERROR RESOLUTION

The Error Resolution Unit ("ER") is responsible for updating and evaluating possible errors in criminal history records. Potential errors are reported to ER by law enforcement, judicial agencies, as well as private citizens.

If an applicant would like to make a request that a criminal history record be updated or corrected, the applicant will need to supply certified documents to the ER. Required forms and additional information submit a correction request to the ER can be found at:

http://txdps.state.tx.us/administration/crime_records/pages/errorresolution.htm.

IV. TFC CONTACTS

For any questions involving the TFC criminal background check process, please contact the following:

Texas Facilities Commission---Criminal Background Checks and Application Guidelines

Tommy Oates, Deputy Executive Director
Office: 512-463-3057
Cell: 512-463-3376
Email: tommy.oates@tfc.state.tx.us

Shawn Finley, Manager
Office: 512-463-1668
Cell: 512-848-3111
Email: shawn.finley@tfc.state.tx.us

Sharee Johns, Team Lead
Office: 512-463-6157
Cell: 512-961-2928
Email: sharee.john@tfc.state.tx.us

ATTACHMENT A

Facilities Commission (ORI Facilities Commission/Service Code 11G6ZN)

The general process for electronic fingerprinting is:

1. Schedule an appointment to be electronically fingerprinted by MorphoTrust USA at one of their IdentoGo enrollment centers.
 - Internet based scheduling is the quickest and most convenient way to obtain a fingerprint appointment.
 - a. You may begin the process now by simply clicking on this link:
<https://uenroll.identogo.com/servicecode/11G6ZN>
 - b. Provide all required pre-enrollment data and select a convenient date and time for your appointment
 - If you prefer to schedule over the telephone, you must:
 - a. Have your Service Code ready (11G6ZN), then call 888.467.2080;
 - b. MorphoTrust will prompt you for the Service Code (11G6ZN);
 - c. Provide all required pre-enrollment data and select a convenient date and time for your appointment
2. Arrive at your scheduled appointment with your photo identification and fee
 - If you plan on bringing a form of identification other than a valid (unexpired) TX Driver License, please refer to the Department of Public Safety's acceptable document types here: <http://www.t1enrollment.com/state/forms/tx/55fc619a7f7aa.doc>
 - MorphoTrust accepts Visa/MasterCard/Discover/American Express, business checks, money orders and coupon codes (employer accounts) at the time of service.
 - Please note that personal checks and cash are **not accepted**.
3. Your fingerprints will be submitted electronically to DPS and the FBI. You will not receive a printed fingerprint card.
4. At the conclusion of your appointment, the MorphoTrust enrollment agent will provide you with an IdentoGo receipt stating that you were fingerprinted.
 - Do not throw away the receipt;
 - You may check status on your submission by clicking on this link:
<https://uenroll.identogo.com/servicecode/11G6ZN> and then;
 - Click "Check Status"

Fingerprints provided for this application shall be used to check criminal history records of the Texas Department of Public Safety and the Federal Bureau of Investigation, in accordance with applicable statutes.

Texas Facilities Commission---Criminal Background Checks and Application Guidelines

ATTACHMENT B



IdentoGO

By MorphoTrust USA

Texas Fingerprint Service Code Form

Facilities Commission

Service Name: Facilities Commission

To schedule your ten-minute fingerprint appointment, simply visit <https://uenroll.identogo.com> and enter the following Service Code

11G6ZN

Service Code is unique to your hiring/licensing agency. Do not use this code for another purpose.

Background Check Waiver

I certify that all information I provided in relation to this criminal history record check is true and accurate. I authorize the Texas Department of Public Safety (DPS) to access Texas and Federal criminal history record information that pertains to me and disseminate that information to the designated Authorized Agency or Qualified Entity with which I am or am seeking to be employed or to serve as a volunteer, through the DPS Fingerprint-based Applicant Clearinghouse of Texas and as authorized by Texas Government Code Chapter 411 and any other applicable state or federal statute or policy.

I authorize the Texas Department of Public Safety to submit my fingerprints and other application information to the FBI for the purpose of comparing the submitted information to available records in order to identify other information that may be pertinent to the application. I authorize the FBI to disclose potentially pertinent information to the DPS during the processing of this application and for as long hereafter as may be relevant to the activity for which this application is being submitted. I understand that the FBI may also retain my fingerprints and other applicant information in the FBI's permanent collection of fingerprints and related information, where all such data will be subject to comparisons against other submissions received by the FBI and to further disseminations by the FBI as may be authorized under the Privacy Act of 1974 (5 USC 552a). I understand my fingerprints will be searched by and against civil, criminal and latent fingerprints in the Next Generation Identification (NGI) system. I understand I am entitled to obtain a copy of any criminal history record check and challenge the accuracy and completeness of the information before a final determination is made by the Qualified Entity. I also understand the Qualified Entity may deny me access to children, the elderly, or individuals with disabilities until the criminal history record check is completed. If a need arises to challenge the FBI record response, you may contact the agency that submitted the information to the FBI, or you may send a written challenge request to the FBI's Criminal Justice Information Services (CJIS) Division at FBI CJIS Division, Attention: Correspondence Group, 1000 Custer Hollow Road, Clarksburg, WV 26306.



Don't have access to the Internet? You can still schedule an appointment by calling 888.467.2080