

Hidalgo County Emergency Services District No 6
REQUEST FOR QUALIFICATIONS
Architectural Services for Building A Fire Station Renovations
Construction Manager at Risk Delivery

Hidalgo County Emergency Services District No. 6 (the "District") requests Statements of Qualifications from qualified Texas-registered architectural firms or sole practitioners to provide architectural and coordinated engineering services for renovations and improvements to Building A, the County-owned Fire Station leased by the District at the Hidalgo County Precinct 3 LFRR Center, located at 8320 W. Mile 7 Road, Mission, Texas 78574. This project is limited to Building A and related site improvements serving Building A. The District has selected the construction manager-at-risk (CMAR) delivery method. The selected Architect will contract directly with the District and assist the District in procuring and selecting a CMAR, which will be retained under a separate contract.

All submissions must be enclosed in a sealed envelope or container labeled: STATEMENT OF QUALIFICATIONS - ARCHITECT - HIDALGO COUNTY ESD NO. 6 BUILDING A RENOVATIONS.

Submissions must be received no later than 1:00 p.m. Central Time on December 11, 2026. A District representative will publicly open submissions and read the respondents' names at 1:30 p.m. Central Time on that date at 509 S. Alton Blvd, Alton, TX 78573. Late submissions will not be considered.

Mail or deliver six (6) complete hard copies and one (1) searchable PDF copy on a USB flash drive to:

Hidalgo County Emergency Services District No. 6

Attn: Janie Flores

Mailing address: 509 S. Alton Blvd, Alton, TX 78573

Common carrier / hand-delivery address: 509 S. Alton Blvd, Alton, TX 78573

The RFQ will be available beginning October 29, 2026, at <https://www.hidalgocountyesd6.org/>. Questions and requests for inclusion on the email distribution list must be emailed to Krystine Ramon, District Legal Counsel, at ramon@coveler.com. Addenda will be distributed by email as provided in General Specifications Sections 5 and 9.

Do not submit professional fees, hourly rates, reimbursable markups or other proposed compensation. Selection is based on competence and qualifications under Texas Government Code § 2254.004; compensation will be negotiated afterward.

GENERAL SPECIFICATIONS

Read the complete RFQ. Identify requested exceptions specifically. The final scope, compensation and agreement will be negotiated with the most highly qualified Architect after ranking.

(1) INTRODUCTION AND BACKGROUND

The District is a political subdivision of the State of Texas organized under Chapter 775, Texas Health and Safety Code. The project concerns Building A, the County-owned Fire Station leased by the District. County permission has been obtained for improvements; the selected Architect must coordinate the specific scope and required approvals with the District and County.

The project site is 8320 W. Mile 7 Road, Mission, Texas 78574. The District is responsible for the Building A renovations addressed by this RFQ. Building B is occupied by Hidalgo County Emergency Services District No. 5, which is not participating in this renovation project. Buildings B and C are excluded from this RFQ and the Architect's project scope. The District will confirm the Building A program, authorized uses, occupants, lease boundaries and limits of related site work before design proceeds.

The anticipated repairs and improvements are described in the Scope of Work. The selected Architect will verify existing conditions, refine the project program, and assist the District in establishing the final scope, project budget and schedule before design proceeds.

(2) SUBMITTAL REQUIREMENTS

Submit the sealed hard copies and USB copy specified on Page 1. Email and facsimile submissions are not accepted. The narrative is limited to twenty-five (25) single-sided, letter-size pages in at least 11-point font. The cover, table of contents, dividers, one-page resumes, reference forms, certifications and insurance documentation do not count toward that limit. Submission materials will not be returned.

(3) RIGHT TO REJECT OR CANCEL

The District may reject any or all submissions, cancel or amend the RFQ, verify information, request clarifications, conduct interviews, and waive minor informalities that do not affect fairness or statutory compliance. Selection and any contract require Board approval. Issuance of this RFQ creates no obligation to award a contract or reimburse a respondent's costs.

(4) LIST OF EXCEPTIONS

Identify each requested exception to the scope, insurance requirements or anticipated agreement terms in a separate List of Exceptions. If none, state "None." Exceptions affecting lawful professional practice, CMAR independence or qualifications-based selection may make a submission nonresponsive. Final terms remain subject to negotiation.

(5) COMMUNICATIONS AND SITE ACCESS

Direct all questions and requests for clarification in writing to Krystine Ramon, District Legal Counsel, at ramon@coveler.com, no later than 2:00 p.m. Central Time on November 13, 2026. Firms interested in responding to this RFQ must request inclusion on the email distribution list by emailing District Legal Counsel at the same address with the firm's name, contact person, email address, and telephone number. Responses to substantive questions and any clarifications or changes to this RFQ will be issued by written addendum emailed to all firms on the distribution list. Firms added later will receive all previously issued addenda. Respondents must acknowledge receipt of all addenda in their submissions. Oral explanations or instructions are not binding. Answers and substantive addenda are scheduled to be issued on November 20, 2026. See the Anticipated Procurement Schedule for the pre-submittal conference and other milestones.

Do not contact commissioners, County personnel, emergency services providers, consultants or evaluators about this selection except through counsel or an expressly authorized site visit. Unauthorized procurement contacts may result in disqualification. Request any site access through counsel. No unsupervised access, destructive investigation, sampling or interference with operations is permitted. A common site visit, if offered, will be announced to all respondents by addendum.

(6) PUBLIC AND CONFIDENTIAL INFORMATION

Submissions are subject to the Texas Public Information Act, Government Code Chapter 552. Identify the specific information claimed confidential and its legal basis. Blanket confidentiality labels do not bind the District, which cannot guarantee nondisclosure and will follow applicable procedures. Do not include unnecessary sensitive personal or security information.

(7) CONFLICTS OF INTEREST

Include Form CIQ when required by Local Government Code Chapter 176. Disclose prior project/site services and relationships with the District, County, commissioners, proposed CMARs, contractors and subconsultants that could affect independent judgment. Prior assessment work alone does not automatically disqualify a respondent; disclose it and any access to material information not available to all respondents. The District may address any unequal information by addendum.

(8) FORM 1295

The selected Architect must submit the Certificate of Interested Parties when required by Government Code § 2252.908 and Texas Ethics Commission rules before contract execution. Current forms and instructions are available at www.ethics.state.tx.us.

(9) ADDENDA

Any changes, additions, or substantive clarifications to this RFQ will be made only by written addendum issued by the District. Firms must request inclusion on the email distribution list by emailing Krystine Ramon, District Legal Counsel, at ramon@coveler.com, as provided in General Specifications Section 5. All addenda will be emailed to firms on the distribution list. Firms added later will receive all previously issued addenda. Respondents must acknowledge receipt of each addendum in their submissions. Oral explanations or instructions are not binding. The District may extend the submission deadline by written addendum to allow adequate time for respondents to address material changes. Any revised submission deadline or opening time or location stated in an addendum controls over the original schedule.

(10) QUALIFICATIONS BASED SELECTION

The District will evaluate and rank respondents under the published criteria. The Board will select the most highly qualified Architect for negotiations under Government Code § 2254.004. If a satisfactory agreement cannot be negotiated, the District will formally end negotiations and proceed to the next most highly qualified respondent. A selection authorizes negotiations only; services may begin only after an executed agreement and written authorization.

Under Government Code § 2269.252, the Architect will be selected on or before CMAR selection. The Architect and any related entity described by that statute may not serve as the CMAR. This RFQ does not solicit CMAR or construction services. No proposed professional compensation or construction bid is requested or permitted in the qualifications response.

(11) RFQ PREPARATION COSTS

Each respondent bears all costs of preparing, delivering, presenting, clarifying and negotiating its submission. No services are authorized merely by submitting qualifications or participating in an interview.

ANTICIPATED PROCUREMENT SCHEDULE

All times are Central Time. The anticipated schedule below is subject to written addenda issued in accordance with General Specifications Section 9.

Action	Anticipated date
Board approval of RFQ, newspaper notice and evaluation committee	October 28, 2026
Issue RFQ and post online	October 29, 2026
First newspaper publication	October 30, 2026
Second newspaper publication	November 6, 2026
Questions due	November 13, 2026, at 2:00 p.m.
Issue answers and substantive addenda	November 20, 2026
Pre-submittal conference	December 3, 2026, at 9:00 a.m.
Qualifications due	December 11, 2026, at 1:00 p.m.
Public opening	December 11, 2026, at 1:30 p.m.
Committee evaluation	December 15, 2026
Optional interviews	After initial evaluation, if needed
Board considers ranking and selects Architect for negotiations	Next properly posted meeting after evaluation and interviews
Board considers negotiated agreement	Subsequent meeting, when ready

For the pre-submittal conference location and attendance information, contact District Legal Counsel at ramon@coveler.com. Substantive clarifications arising from the conference will be issued by written addendum; the District may extend the submission deadline if needed.

SCOPE OF WORK

The selected Architect will serve as the District's architect of record for renovations and improvements to the existing Building A Fire Station at 8320 W. Mile 7 Road, Mission, Texas 78574. The District has selected the construction manager-at-risk (CMAR) delivery method. The engagement includes initial project development, concept design, full architectural and coordinated engineering design, CMAR procurement assistance, construction administration and closeout. Services may be authorized in phases under the negotiated agreement.

The final scope will be negotiated after selection. Respondents should address each service category below and identify services to be performed by subconsultants, procured separately by the District, or treated as additional services. The project is limited to Building A and related site improvements serving Building A. Buildings B and C are excluded. No proposed professional fees or other compensation may be included in the qualifications submission.

(1) Initial Project Development

- a) Assess current fire-station operations, facility conditions and anticipated needs with the Board, designated commissioners or staff, fire department representatives, District counsel and other authorized participants. Review available drawings and records and verify observable conditions, field dimensions, utility capacity and applicable code requirements.
- b) Evaluate and develop the scope for the following repairs and improvements:
 - 1) Repair the roof and repair or replace deteriorated gutters and downspouts.
 - 2) Repair damaged exterior metal panels and corroded trim; seal pipe, conduit and other exterior penetrations; repair or replace damaged personnel-door hardware; and prepare and repaint deteriorated bollards.
 - 3) Repair or replace damaged overhead apparatus bay doors, with the preliminary program addressing eight doors, and provide motorized operation with related electrical connections and controls.
 - 4) Provide selective demolition and interior repairs needed for the renovations. Investigate water intrusion and water-stained breakroom ceilings and design repairs to the sources and affected finishes.
 - 5) Evaluate existing mechanical, electrical and plumbing systems and design upgrades needed for the approved renovations and continued fire-station operations.
 - 6) Evaluate and design an approximately 1,000-square-foot mezzanine with sleeping quarters and showers, subject to structural feasibility, available space, accessibility, egress and fire/life-safety requirements, District approval and County consent. Present alternatives if the proposed arrangement is not feasible.
 - 7) Evaluate and design asphalt paving and related access, drainage, utility and accessibility improvements serving Building A within the approved project limits.
- c) Verify preliminary quantities and identify additional investigations or specialized services needed for the Building A work, including structural, survey, geotechnical and hazardous-material services. Coordinate any needed mold or asbestos investigation by appropriately licensed specialists before affected demolition or renovation. Identify remediation needs and their scope, cost and schedule effects.
- d) Coordinate the work with the County as property owner, confirm lease boundaries and required approvals, and identify restrictions affecting the proposed improvements. Coordinate shared utilities and access without expanding the renovation scope to Buildings B or C.
- e) Develop the project program, priorities, proposed scope, project budget and milestone schedule for District review. Establish construction phasing to maintain emergency-service operations, apparatus and personnel access, and necessary utilities. Obtain District direction before advancing the design.

(2) Concept Design

- a) Develop conceptual design options for the Building A renovations with staff and commissioner involvement.
- b) Describe the strengths and weaknesses of the concepts, including function, structural feasibility, accessibility, maintainability, construction phasing, cost and schedule.
- c) Refine the preferred concept following District direction.
- d) Concept designs shall include the following, as applicable to the approved work:
 - 1) A renovation approach addressing the repairs and improvements identified above.
 - 2) A site plan showing Building A and the limits of related paving, utility and access work.
 - 3) Existing and proposed floor plans, including the mezzanine, sleeping quarters and showers.
 - 4) Exterior elevations or illustrations showing proposed changes to doors and exterior building components.
 - 5) A summary of existing conditions, recommended repairs, operational constraints and decisions requiring District approval.
- e) Prepare an updated opinion of probable construction cost, total-project-cost summary and milestone schedule for the preferred concept. Recommend priorities and alternatives to reconcile the program with the budget established by the District.

(3) Design Development and Construction Documents

- a) Provide architectural design and coordinate structural, civil/site and mechanical, electrical and plumbing engineering for the approved improvements. Identify any specialized discipline or separately procured service needed for the work.
- b) Prepare design development documents and complete, coordinated construction drawings and specifications, with required professional seals. Include site and paving plans, selective-demolition and floor plans, mezzanine and structural details, roof and exterior repair details, door and motorization requirements, building-system drawings, accessibility and life-safety information, approved alternates and technical specifications as applicable. Provide documents suitable for permitting, CMAR trade procurement and construction.
- c) Coordinate applicable permits, County approvals, utilities, fire/life-safety review and accessibility review. Address review comments and track required approvals.
- d) Update cost opinions, the total-project-cost summary and schedule at agreed design milestones, coordinated with the CMAR's estimates. Identify contingencies, allowances, testing, permits, furniture and equipment, and exclusions. Obtain District approval before material changes to the program or quality. Cost opinions do not guarantee market pricing.

(4) CMAR Procurement and Preconstruction

- a) Assist District staff and counsel with technical portions of the CMAR solicitation, including the project description, scope, qualifications, submission requirements, evaluation criteria, weighted values, scoring methodology, schedule and interview topics.
- b) Assist in technical evaluation of CMAR submissions and interviews and provide documented recommendations. The Board retains selection authority; District counsel remains responsible for legal procurement advice.
- c) Coordinate with the selected CMAR on constructability, sequencing, temporary facilities, occupied-site operations, schedule and estimates. Review the proposed guaranteed maximum price, allowances, contingencies, alternates, qualifications and exclusions and provide written recommendations concerning consistency with the approved scope, design and budget.
- d) Maintain a scope-compliance matrix or equivalent checklist connecting the approved improvements to the design documents, pricing and completion requirements. Assist with

technical trade-package scope and design clarifications; the CMAR retains responsibility for trade solicitation and contracting.

(5) Administration

The Architect will provide construction administration for the approved Building A project, including the following:

- a) Maintain organized project records in a District-approved electronic repository, including meeting records, reports, requests for information, submittals, changes and payment recommendations. Provide continuing District access and deliver searchable PDF and native files in the agreed formats.
- b) Coordinate with the Board, designated commissioners or staff, fire department representatives, District counsel, County representatives and other authorized consultants. Participate in project meetings and promptly identify matters requiring District direction.
- c) Perform periodic on-site observations at a frequency appropriate to the work and negotiated agreement. Provide written reports with photographs, observed progress, quality concerns, apparent deviations, pending decisions and recommended District action. Recommend correction or rejection of nonconforming work.
- d) Review submittals, respond to requests for information and provide supplemental design information within agreed review periods. Review CMAR pay applications, proposed changes, supporting scope and pricing, and schedule effects; provide written recommendations. Only the District or an expressly authorized representative may approve changes or payment.
- e) Review baseline and updated schedules, procurement lead times, permitting, utility coordination, owner decisions and recovery plans. Identify material variances and recommend corrective action.
- f) Coordinate responses to concealed conditions and field issues and track testing, special inspections, startup, balancing, commissioning and accessibility reviews. The District will provide or contract for acceptance testing and inspection independently of the CMAR as required by Government Code Section 2269.058.

(6) Completion and Closeout

- a) Inspect for substantial completion, prepare and verify punch lists, review required closeout materials and recommend appropriate completion documentation. Final acceptance and final payment remain District decisions.
- b) Collect and review warranties, operation and maintenance manuals, training documentation, contractor record information, testing and commissioning reports, permits and accessibility closeout. Prepare record documents reflecting available contractor-reported changes and coordinate turnover.
- c) Provide post-occupancy follow-up and conduct a warranty review before expiration of the initial one-year construction correction period. Identify outstanding deficiencies and assist the District in obtaining correction.

The Architect is responsible for professional design and coordinated subconsultant services under the applicable standard of care. Periodic observation is not continuous inspection; the CMAR remains responsible for construction means, methods, sequences, procedures and jobsite safety. Promptly report material problems observed or brought to the Architect's attention. Identify separately procured services during negotiations. Services outside the approved scope require prior written District authorization.

QUALIFICATIONS

Organize the Statement of Qualifications to address the following. Identify the firm and proposed personnel who will actually perform this project. Do not substitute general marketing material for the requested project-specific information.

(1) Professional status. Identify the legal contracting entity, business form and office location; Texas architect registrations and responsible architect; current TBAE business registration or a lawful exemption; and required engineering firm/personnel registrations. A business offering regulated services must have the authority required at the time of its offer. Identify subconsultants and their disciplines. Provide registration numbers and disclose restrictions or disciplinary actions.

(2) Similar projects and references. Provide three to five comparable public facility or emergency-services projects, emphasizing occupied renovations, metal buildings, mezzanines/sleeping areas, building-envelope repairs and CMAR delivery. State scope, owner, completion date, team role, delivery method, schedule results, cost-control experience and any material performance issue. Identify personnel proposed here who worked on each example. Complete the three reference forms.

(3) Personnel and management. Provide an organization chart, one-page resumes, professional roles, decision authority, quality-control procedures and the availability of the principal, project architect, construction administrator and structural/MEP/civil consultants. Identify who will make site visits and attend meetings. Explain continuity and succession arrangements.

(4) Technical approach. Explain the approach to assessing existing Building A conditions and developing the repairs and improvements listed in the Scope of Work, structural and mezzanine feasibility, potential environmental hazards affecting Building A, County/lease coordination, code and accessibility review, scope and budget development, CMAR coordination, occupied-site phasing, construction administration and closeout. No speculative design drawings, renderings or professional design work are requested for selection.

(5) Schedule and capacity. Provide a proposed milestone schedule from notice to proceed through design, permitting, CMAR coordination, construction and closeout, identifying assumptions and decision dependencies. Describe staffing capacity and list current major projects less than seventy-five percent complete, their stages and expected staffing demands. Do not include proposed fees or hourly rates.

(6) Claims and performance history. Summarize material professional claims, lawsuits, arbitrations, disciplinary proceedings, terminations for cause or defaults within the past five years. Describe allegations, status/outcome and corrective measures without disclosing privileged material. If none, state "None." A claim's existence alone will not establish poor performance; relevance, resolution and demonstrated corrective action will be considered.

STATEMENT ADMINISTRATIVE REQUIREMENTS

Submit in this order: (a) cover letter and primary contact information; (b) qualifications in the order above; (c) reference forms; (d) signed addendum acknowledgement and certifications; (e) conflicts disclosure and Form CIQ when required; (f) insurance evidence or a statement of ability to obtain the specified coverage; and (g) List of Exceptions, or "None." Sign through an authorized representative. Required information must be in the submission; external website links are not a substitute.

EVALUATION PROCESS AND SCORING

Responsive submissions will be evaluated on demonstrated competence and qualifications, using the following criteria totaling 100 points. Professional fees and other proposed compensation will not be considered in scoring, shortlisting or interviews.

Criterion	Evidence to be evaluated	Points
1. Similar project experience and past performance	Relevant completed public/emergency-services renovations; CMAR experience; performance of the proposed team; reference feedback on quality, communication, scope and cost control.	30
2. Schedule and deadlines	Credible milestones, permitting/owner dependencies, phased operations, response times, timely performance on comparable work and a practical plan to meet this project's needs.	15
3. Management and personnel	Qualifications and relevant experience of the actual project team; structural/MEP/civil coverage; quality control; continuity and responsibility for construction administration.	20
4. Technical approach	Project-specific understanding of Building A and related site improvements; investigation and hazard coordination; code/accessibility review; design coordination, CMAR/GMP review and closeout.	20
5. Workload and capacity	Demonstrated staff availability, current project commitments, realistic allocation of resources and ability to provide timely site and construction-phase services.	10
6. Claims and corrective measures	Relevance and substantiation of material claims or professional discipline; outcomes, responsiveness and effective corrective measures. Unresolved allegations alone are not treated as findings.	5
TOTAL		100

Scoring method. Each evaluator assigns a rating from 0 to 5 for each criterion: 0 = no responsive evidence; 1 = substantially deficient; 2 = limited evidence or material concerns; 3 = adequate evidence of capability; 4 = strong relevant evidence; 5 = exceptional relevant evidence. Fractional ratings are allowed. Criterion points equal the rating divided by 5, multiplied by the maximum points. Each evaluator totals the points; the arithmetic mean of evaluator totals is the respondent's score. Evaluators will record the basis for scores. Clarifications and references may be used consistently within the published criteria.

Interviews and final ranking. The District may select up to three highest-scoring firms for interviews, or rank all firms without interviews. Finalists will be rescored using the same criteria, weights and method, considering both written qualifications and interview information; these scores replace the preliminary scores. Nonfinalists remain ranked below finalists in their preliminary order. A tie is resolved by the higher score on Criterion 1, then Criterion 4, then Criterion 3; a remaining tie requires documented, uniformly requested qualifications clarification before final ranking. The committee will recommend a documented final ranking for Board consideration. No fee information may be requested before qualifications selection.

A late or unsealed response, material misrepresentation, lack of lawful professional authority, prohibited compensation information, disqualifying conflict or prohibited procurement contact may make a submission nonresponsive. The Board may reject all submissions; any final ranking must follow the published criteria and qualifications-based selection requirements.

REFERENCE FORMS

Provide three owner references familiar with comparable services performed by the proposed team. Complete each form; attach a continuation sheet if needed. The District may contact the listed owners and other sources to verify performance.

REFERENCE ONE

Owner information	Response
Entity and project name	
Contact name and title	
Telephone and email	
Dates of services and delivery method	
Scope and services performed by proposed personnel	

REFERENCE TWO

Owner information	Response
Entity and project name	
Contact name and title	
Telephone and email	
Dates of services and delivery method	
Scope and services performed by proposed personnel	

REFERENCE THREE

Owner information	Response
Entity and project name	
Contact name and title	
Telephone and email	
Dates of services and delivery method	
Scope and services performed by proposed personnel	

ARCHITECT ADDENDUM ACKNOWLEDGEMENT AND CERTIFICATIONS

The undersigned acknowledges receipt and review of this RFQ and the following addenda. List every addendum received; if none, enter "None."

Addendum number	Date	Initials

By signing, the respondent certifies that:

- The Statement of Qualifications is true, correct and complete to the best of the signer's knowledge after reasonable inquiry.
- The submission contains no proposed professional fees, hourly rates, multipliers, reimbursable markups or other proposed compensation, and no construction bid.
- The respondent has the Texas professional authority required to offer the proposed services and will maintain all required individual and business registrations during performance, subject only to an identified lawful exemption.
- All known actual or potential conflicts, prior project/site services and relevant contractor relationships have been disclosed.
- The Architect and any related entity prohibited by Government Code § 2269.252 will not serve as this project's CMAR; the Architect will promptly disclose any relationship that could impair that statutory separation or independent professional judgment.
- The respondent has not engaged in prohibited procurement contacts and will comply with the RFQ's communications requirements.
- The signer is authorized to submit these qualifications and negotiate a professional services agreement if the respondent is selected.

Legal firm / sole practitioner name	
Authorized representative and title	
TBAE business registration or exemption	
Responsible architect and Texas registration	
Mailing address	
Telephone and email	
Authorized signature and date	

INSURANCE REQUIREMENTS

The selected Architect must maintain insurance from insurers authorized to issue the applicable coverage in Texas and reasonably acceptable to the District. Provide current evidence of coverage or identify the ability to obtain it and any exception. Certificates and required endorsements must be furnished before services begin. Final requirements will be established in the negotiated agreement.

Coverage	Anticipated minimum limit
Workers' compensation	Statutory coverage for employees as required by law; disclose any claimed exemption.
Employer's liability	\$1,000,000 each accident; \$1,000,000 each employee for disease; \$1,000,000 policy aggregate.
Commercial general liability	\$1,000,000 each occurrence; \$2,000,000 general aggregate; \$2,000,000 products/completed operations aggregate.
Commercial automobile liability	\$1,000,000 combined single limit for owned, hired and non-owned vehicles used in performing services.
Umbrella or excess liability	\$2,000,000 each occurrence and aggregate over CGL, automobile and employer's liability as applicable.
Professional liability / errors and omissions	\$2,000,000 each claim and annual aggregate for architectural and engineering professional services.
Cyber / privacy liability	\$1,000,000 each claim and aggregate if the Architect hosts, administers or controls a project information system containing District data.

Professional liability may be claims-made if the retroactive date precedes the start of services. Maintain continuous coverage or an extended reporting period for at least five years after final completion. Professional subconsultants must maintain coverage appropriate to their discipline; identify proposed limits and arrangements during negotiations.

The District and its commissioners, officers, employees and authorized representatives must be additional insureds under the Architect's CGL policy for liability arising from the Architect's covered operations, as permitted by Local Government Code § 271.904(c). CGL coverage must be primary and noncontributory. Require waivers of subrogation in favor of the District on workers' compensation, CGL, automobile and umbrella coverage to the extent lawful and commercially available. Professional liability is not subject to an additional-insured requirement.

Insurance requirements do not expand the applicable professional standard of care or impose a defense or indemnification obligation prohibited by Texas law. Limits do not cap the Architect's liability. Any indemnity, defense, limitation-of-liability or waiver provision will be negotiated in compliance with Local Government Code § 271.904 and other applicable law.

ANTICIPATED PROFESSIONAL SERVICES AGREEMENT TERMS

After qualifications ranking, the District will negotiate a project-specific agreement with the most highly qualified Architect. Identify material exceptions to the following in the List of Exceptions, without submitting compensation information:

Scope and authorization. A defined scope and responsibility matrix, professional team, phased written authorizations, deliverables, schedule, site-observation plan, compensation and invoicing terms. Additional services require prior written District authorization. The negotiated agreement will specify anticipated site-visit frequency, meeting attendance, submittal and request-for-information review periods, and responsibility for surveys, geotechnical services, hazardous-material investigations, testing and inspections. It will identify services included in the negotiated compensation, separately procured services, and additional services requiring prior written District authorization.

Standard of care. Performance with the professional skill and care ordinarily provided by competent professionals practicing under the same or similar circumstances and professional license, and as expeditiously as is prudent considering that ordinary skill and care, consistent with Local Government Code § 271.904(d)–(e).

Design responsibility. Architect-of-record responsibility and coordination of professional subconsultants. The CMAR remains responsible for construction and its means, methods and safety. The agreement will define the separate responsibilities of the design team and CMAR.

Independence and personnel. Compliance with Government Code § 2269.252; continuing disclosure of conflicts; no substitution of key personnel without prior District approval; direct reporting to the District on material design, budget, quality or schedule issues.

Project records and use. District access to project records, audit rights, retention and lawful disclosure, delivery of native and searchable files, and a perpetual project-use license to professional deliverables, including maintenance, repair and completion, subject to negotiated professional-responsibility provisions.

District authority. Board-reserved authority over agreements, amendments, material scope changes, payment approvals, claims, substantial completion, final acceptance and final payment unless expressly delegated. The Architect may recommend action but may not bind the District without written authority.

Legal compliance. Applicable Texas contract certifications, Form 1295 when required, conflict disclosures, licensing, accessibility, records requirements and cooperation with County/lease approvals. Obligations must remain within the District's lawful authority and authorized project scope.

Governing law and disputes. Texas law and venue in Hidalgo County; no waiver of governmental immunity or statutory limitations; no binding arbitration unless expressly approved by the Board.

Termination and transition. Termination for convenience and cause, payment for authorized services properly performed under the agreement, orderly transfer of records and project responsibilities, and continued obligations concerning records, insurance and professional responsibility.

Contract approval. No contract exists until the Board approves and the parties execute a written agreement. The District may authorize preliminary validation first and later design/construction-phase services by written notice. No particular phase, final project scope or amount of work is guaranteed.

END OF REQUEST FOR QUALIFICATIONS