

## SOLICITATION, OFFER AND AWARD

|                                          |                                           |                                                                                                                                                                           |                                        |
|------------------------------------------|-------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|
| 1. CONTRACT NO.<br><br>696-FD-17-19-C080 | 2. SOLICITATION NO.<br><br>696-FD-16-Q029 | 3. TYPE OF SOLICITATION<br><input type="checkbox"/> SEALED BID (IFB)<br><input type="checkbox"/> NEGOTIATED (RFO)<br><input checked="" type="checkbox"/> NEGOTIATED (RFQ) | 4. DATE ISSUED<br><br>November 9, 2016 |
|------------------------------------------|-------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|

### SOLICITATION

|                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                        |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>5. Sealed offers will be received by the Department until 3:00 p.m. local time on, December 28, 2016, and submitted to:</b><br><br>Texas Department of Criminal Justice<br>Contracts and Procurement Department<br>Client Services and Governmental Contracts Branch<br>Two Financial Plaza, Suite 525<br>Huntsville, Texas 77340<br><b>Attention: 696-FD-16-Q029</b> | <b>6. FOR INFORMATION CONTACT:</b><br><br>Reita Johnson, CTPM, CTCM<br>Contract Specialist<br><br>PHONE: (936) 437-7135<br>FAX: (325) 223-0310<br>E-MAIL: reita.johnson@tdcj.texas.gov |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

### OFFER (Must be fully completed by Offeror)

|                                                                                                                                                                              |                                                                                                             |                  |                                                                                                                  |                   |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|------------------|------------------------------------------------------------------------------------------------------------------|-------------------|
| <b>7. DISCOUNT FOR PROMPT PAYMENT:→</b>                                                                                                                                      | 10 CALENDAR DAYS                                                                                            | 20 CALENDAR DAYS | 30 CALENDAR DAYS                                                                                                 | ___ CALENDAR DAYS |
|                                                                                                                                                                              | %                                                                                                           | %                | %                                                                                                                | %                 |
| <b>8. ACKNOWLEDGMENT OF AMENDMENTS:</b><br><i>(The Offeror acknowledges receipt of amendments to the SOLICITATION for Offerors and related documents numbered and dated:</i> | AMENDMENT NO.                                                                                               | DATE             | AMENDMENT NO.                                                                                                    | DATE              |
|                                                                                                                                                                              |                                                                                                             |                  |                                                                                                                  |                   |
| <b>9. NAME AND ADDRESS OF OFFEROR:→</b>                                                                                                                                      | Charles Gojer & Associates, Inc.<br>11615 Forest Central Dr., Ste 303<br>Dallas, TX 75243                   |                  | <b>10. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or Print)</b><br>Charles Gojer, P.E.<br>President |                   |
| <b>11. TELEPHONE NO. (Include area code)</b><br>214-340-1199                                                                                                                 | <b>12. SIGNATURE</b><br> |                  | <b>13. OFFER DATE</b><br><br>12.27.16                                                                            |                   |

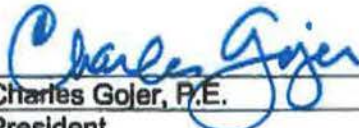
### TO BE COMPLETED AT TIME OF AWARD

**Document Type: 9****Statutory Cite: Texas Government Code, Section 2254.**

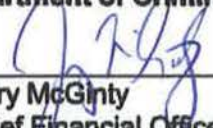
This award consummates the Contract which consists of the following documents: (a) the State's solicitation, and solicitation amendments, such provisions, representations, certifications, specifications, and negotiated changes as hereby incorporated and attached to this award (b) the Contractor's offer, points of clarification, responses to clarification request and/or best and final offer, and negotiated changes as hereby incorporated and attached to this award and (c) this award. In the event of a conflict between any terms and conditions of this Contract document with Contractor's offer, points of clarification and/or best and final offer, the terms which are more favorable to the Department shall prevail.

The maximum amount of the Contract not to exceed \$500,000.00 for the duration of the contract inclusive of extension periods, or as increased by Owner.

**Contractor**

By:   
Name: Charles Gojer, P.E.  
Title: President  
Date: March 8, 2017

**Texas Department of Criminal Justice**

By:   
Name: Jerry McGinty  
Title: Chief Financial Officer  
Date: 3/14/17

The following items are mutually agreed to by Charles Gojer & Associates, Inc. and the Department, and are hereby incorporated into this Contract, including revisions made by Amendment A-001:

1. The Solicitation, Offer and Award form has been revised to add the Contract number; the total funding for the duration of the Contract; and the Contractor's name and title in the Contractor Signature block.
2. Section B, Supplies or Services and Prices/Costs, Page 10, is inserted to reflect the Contractor's Billable Rates for the Base Period (March 15, 2017 through August 31, 2019), Option Period 1 (September 1, 2019 through August 31, 2020), Option Period 2 (September 1, 2020 through August 31, 2021) and Option Period 3 (September 1, 2021 through August 13, 2022).
3. Section C.7.G.1, Architectural Firms, has been revised to include updated language.
4. Section C.14.3.A.4, Required Project Conferences, Meetings and Other Services Included in Basic Services, Pre-Construction Conference, has been revised to change Days to working days per Contractor's request
5. Section G.3.1, Invoices and Payments, has been revised to include the Contractor's response.
6. Section E.4, Fraud, Waste or Abuse, the phone number for the Internal Audit Division has been revised.
7. Section H.2.2.A, the Texas Administrative Code number has been revised due to a revision in Statewide Procurement rules.
8. Section J, List of Exhibits, has been revised to correct the number of pages for each exhibit and by deleting Exhibit J.9.
9. Exhibit J.1, HUB Subcontracting Plan, has been revised to include the Contractor's completed forms.
10. Exhibit J.9, Professional Services Questionnaire, has been removed from this Contract to ensure that confidential information is safeguarded.
11. Section K, Representations, Certifications and other Statements of Offerors, has been revised to include the Contractor's responses to subsections K.1.2, K.2, K.4, K.5.2, K.6.14, K.8, K.9, K.10 and K.11.
12. Section K.5, the Texas Administrative Code number has been revised due to a revision in Statewide Procurement rules.
13. Sections L and M of this Contract are hereby deleted.

## TABLE OF CONTENTS

|                                                                                                   | Page |
|---------------------------------------------------------------------------------------------------|------|
| TABLE OF CONTENTS .....                                                                           | 3    |
| SECTION A - CONTRACT DEFINITIONS .....                                                            | 7    |
| SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS .....                                           | 10   |
| SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT .....                                       | 11   |
| C.1 BACKGROUND .....                                                                              | 11   |
| C.2 GENERAL DUTIES AND OBLIGATIONS .....                                                          | 11   |
| C.3 GENERAL SCOPE .....                                                                           | 12   |
| C.4 TYPE OF PROJECTS .....                                                                        | 12   |
| C.5 GENERAL DESIGN CRITERIA .....                                                                 | 12   |
| C.6 DEPARTMENT RESPONSIBILITIES FOR SERVICE AUTHORIZATIONS .....                                  | 13   |
| C.7 SCOPE OF WORK .....                                                                           | 13   |
| C.8 CONCEPT OPPORTUNITIES .....                                                                   | 20   |
| C.9 SERVICE AUTHORIZATIONS .....                                                                  | 20   |
| C.10 INVESTIGATORY SERVICES .....                                                                 | 21   |
| C.11 DESIGN SERVICES .....                                                                        | 21   |
| C.11.1 Architect/Engineer's Finished Product .....                                                | 21   |
| C.11.2 Aspects of Design Service .....                                                            | 22   |
| C.11.3 Design Analysis .....                                                                      | 22   |
| C.11.4 Drawings .....                                                                             | 23   |
| C.11.5 Technical Specifications .....                                                             | 24   |
| C.11.6 Estimated Construction Cost .....                                                          | 26   |
| C.11.7 Estimated Construction Duration .....                                                      | 26   |
| C.11.8 Contractor Quality Control (Statement of Review) .....                                     | 26   |
| C.12 DOCUMENT REVIEW PHASES .....                                                                 | 27   |
| C.12.1 Document Submittal Phase(s) .....                                                          | 27   |
| C.12.2 Pre-Final Technical Review Phase .....                                                     | 31   |
| C.12.3 Final Technical Review Phase .....                                                         | 31   |
| C.12.4 Contractual Review Phase (Contract Construction Only) .....                                | 31   |
| C.12.5 Construction Document Phase (Signed/Sealed Documents – Issued for Construction) .....      | 31   |
| C.13 BID SERVICES .....                                                                           | 32   |
| C.14 CONSTRUCTION ADMINISTRATION SERVICES .....                                                   | 33   |
| C.14.1 The Construction Administration Phase of the Contractor Contract will Commence: .....      | 33   |
| C.14.2 Professional Inspection .....                                                              | 34   |
| C.14.3 Required Project Conferences, Meetings and Other Services Included in Basic Services ..... | 35   |
| C.15 ADDITIONAL SERVICES .....                                                                    | 38   |
| C.16 WARRANTY OF FINAL DOCUMENTS .....                                                            | 39   |
| C.17 DISCREPANCIES .....                                                                          | 39   |
| SECTION D - REPORTS AND DATA .....                                                                | 40   |
| D.1 REPORTS REQUIRED FROM A/E .....                                                               | 40   |
| SECTION E - INSPECTION AND ACCEPTANCE .....                                                       | 41   |
| E.1 INSPECTION AND ACCEPTANCE OF SERVICES .....                                                   | 41   |
| E.2 AUTHORITY TO AUDIT .....                                                                      | 41   |
| E.3 AUDITS BY OTHER AGENCIES .....                                                                | 42   |
| E.4 FRAUD, WASTE OR ABUSE .....                                                                   | 42   |
| SECTION F - DELIVERIES OR PERFORMANCE .....                                                       | 43   |
| F.1 CONTRACT TERM .....                                                                           | 43   |
| F.2 DESIGN WITHIN FUNDING LIMITATIONS .....                                                       | 43   |
| F.3 RESPONSIBILITY OF THE ARCHITECT/ENGINEER .....                                                | 43   |
| F.4 DEFINITION OF A DESIGN DEFICIENCY .....                                                       | 43   |



|                                                        |                                                                                |           |
|--------------------------------------------------------|--------------------------------------------------------------------------------|-----------|
| F.5                                                    | EXTENT OF LIABILITY .....                                                      | 44        |
| F.6                                                    | DEPARTMENT RESPONSIBILITIES FOR CONTRACTOR LIABILITY .....                     | 44        |
| <b>SECTION G - CONTRACT ADMINISTRATION DATA .....</b>  |                                                                                | <b>46</b> |
| G.1                                                    | CLAUSES INCORPORATED BY REFERENCE .....                                        | 46        |
| G.2                                                    | AUTHORITY – AUTHORIZED REPRESENTATIVES AND CONTRACT SPECIALIST .....           | 46        |
| G.2.1                                                  | Authorized Representative .....                                                | 46        |
| G.2.2                                                  | Contract Specialist.....                                                       | 46        |
| G.2.3                                                  | Technical Coordinator .....                                                    | 47        |
| G.3                                                    | INVOICES AND PAYMENTS.....                                                     | 47        |
| G.3.1                                                  | Payment by Direct Deposit.....                                                 | 47        |
| G.3.2                                                  | Payments under Fixed Price Architect/Engineer Contracts .....                  | 48        |
| G.3.3                                                  | Compensation for Additional Services .....                                     | 48        |
| G.3.4                                                  | Late Payment.....                                                              | 49        |
| G.3.5                                                  | Payment of Debt Owed to the State of Texas.....                                | 49        |
| G.3.6                                                  | Right to Offset.....                                                           | 49        |
| G.3.7                                                  | Withholding of Payment.....                                                    | 49        |
| <b>SECTION H - SPECIAL CONTRACT REQUIREMENTS .....</b> |                                                                                | <b>50</b> |
| H.1                                                    | INSURANCE REQUIREMENTS .....                                                   | 50        |
| H.1.1                                                  | Required Provisions .....                                                      | 51        |
| H.2                                                    | SUBCONTRACTORS .....                                                           | 52        |
| H.2.1                                                  | Insurance .....                                                                | 52        |
| H.2.2                                                  | Historically Underutilized Business (HUB) .....                                | 52        |
| H.3                                                    | UTILIZATION OF PRODUCTS AND MATERIALS PRODUCED IN TEXAS .....                  | 53        |
| H.4                                                    | BOOKS AND RECORDS .....                                                        | 53        |
| H.5                                                    | ORGANIZATIONAL AND NAME CHANGE .....                                           | 53        |
| H.6                                                    | FREE EXERCISE OF RELIGION .....                                                | 53        |
| H.7                                                    | SECURITY.....                                                                  | 54        |
| <b>SECTION I - CONTRACT CLAUSES .....</b>              |                                                                                | <b>55</b> |
| I.1                                                    | AVAILABILITY OF FUNDS FOR NEXT FISCAL YEAR .....                               | 55        |
| I.2                                                    | ADVERTISING OF AWARD.....                                                      | 55        |
| I.3                                                    | DEFAULT AND TERMINATION.....                                                   | 55        |
| I.3.1                                                  | Default by the Contractor.....                                                 | 55        |
| I.3.2                                                  | Further Opportunity to Cure .....                                              | 56        |
| I.3.3                                                  | Remedy of the Department .....                                                 | 56        |
| I.3.4                                                  | Termination for Unavailability of Funds .....                                  | 57        |
| I.3.5                                                  | Non-Appropriation Effect and Remedy .....                                      | 58        |
| I.3.6                                                  | Termination for Convenience .....                                              | 58        |
| I.3.7                                                  | Termination by Mutual Agreement.....                                           | 58        |
| I.3.8                                                  | Termination Procedures .....                                                   | 58        |
| I.3.9                                                  | Default by the Department.....                                                 | 59        |
| I.3.10                                                 | Remedy of the Contractor .....                                                 | 59        |
| I.3.11                                                 | Dispute Resolution .....                                                       | 59        |
| I.4                                                    | NO WAIVER OF RIGHTS .....                                                      | 60        |
| I.5                                                    | INDEMNIFICATION OF THE DEPARTMENT .....                                        | 60        |
| I.5.1                                                  | Acts or Omissions.....                                                         | 60        |
| I.5.2                                                  | Infringement.....                                                              | 61        |
| I.5.3                                                  | Taxes/Workers' Compensation/Unemployment Insurance – Including Indemnity ..... | 61        |
| I.6                                                    | NO WAIVER OF DEFENSES .....                                                    | 62        |
| I.7                                                    | INDEPENDENT CONTRACTOR .....                                                   | 62        |
| I.8                                                    | LAWS OF TEXAS.....                                                             | 62        |
| I.9                                                    | ASSIGNMENT .....                                                               | 63        |
| I.10                                                   | MAINTENANCE OF CORPORATE EXISTENCE AND BUSINESS .....                          | 63        |
| I.11                                                   | APPROVAL OF CONTRACT .....                                                     | 63        |
| I.12                                                   | NON-DISCRIMINATION.....                                                        | 63        |



|                                                                                            |                                                                                                                                                         |           |
|--------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| I.13                                                                                       | CONFIDENTIALITY AND OPEN RECORDS .....                                                                                                                  | 64        |
| I.13.1                                                                                     | Confidentiality .....                                                                                                                                   | 64        |
| I.13.2                                                                                     | Open Records.....                                                                                                                                       | 64        |
| I.14                                                                                       | CONTRACT CHANGES.....                                                                                                                                   | 64        |
| I.15                                                                                       | OPTION TO EXTEND THE CONTRACT TERM .....                                                                                                                | 64        |
| I.16                                                                                       | OPTION TO EXTEND SERVICES.....                                                                                                                          | 65        |
| I.17                                                                                       | SEVERABILITY .....                                                                                                                                      | 65        |
| I.18                                                                                       | IMMIGRATION .....                                                                                                                                       | 65        |
| I.19                                                                                       | NO LIABILITY UPON TERMINATION .....                                                                                                                     | 65        |
| I.20                                                                                       | LIMITATION ON AUTHORITY .....                                                                                                                           | 65        |
| I.21                                                                                       | INTELLECTUAL PROPERTY INDEMNIFICATION.....                                                                                                              | 65        |
| I.22                                                                                       | ELECTRONIC AND INFORMATION RESOURCES ACCESSIBILITY STANDARDS, AS REQUIRED BY TEXAS ADMINISTRATIVE CODE, TITLE 1, PART 10, CHAPTER 213.....              | 66        |
| I.23                                                                                       | RIGHTS TO DATA, DOCUMENTS AND COMPUTER SOFTWARE (STATE OWNERSHIP).....                                                                                  | 66        |
| I.24                                                                                       | FORCE MAJEURE.....                                                                                                                                      | 66        |
| I.25                                                                                       | NOTICES.....                                                                                                                                            | 67        |
| I.26                                                                                       | SUBSTITUTIONS.....                                                                                                                                      | 67        |
| I.27                                                                                       | U.S. DEPARTMENT OF HOMELAND SECURITY'S E-VERIFY SYSTEM.....                                                                                             | 67        |
| <b>SECTION J - LIST OF EXHIBITS.....</b>                                                   |                                                                                                                                                         | <b>68</b> |
| <b>SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS .....</b> |                                                                                                                                                         | <b>69</b> |
| K.1                                                                                        | HISTORICALLY UNDERUTILIZED BUSINESS (HUB) REPRESENTATION .....                                                                                          | 69        |
| K.1.1                                                                                      | Definition .....                                                                                                                                        | 69        |
| K.1.2                                                                                      | Representation .....                                                                                                                                    | 69        |
| K.2                                                                                        | CHILD SUPPORT REPRESENTATION .....                                                                                                                      | 69        |
| K.3                                                                                        | FRANCHISE TAX REPRESENTATION .....                                                                                                                      | 70        |
| K.4                                                                                        | TYPE OF BUSINESS ORGANIZATION .....                                                                                                                     | 70        |
| K.5                                                                                        | PREFERENCE CLAIM.....                                                                                                                                   | 71        |
| K.5.1                                                                                      | Source and Specification Preferences .....                                                                                                              | 71        |
| K.5.2                                                                                      | Tie-Bid Preferences.....                                                                                                                                | 71        |
| K.5.3                                                                                      | Additional Preferences .....                                                                                                                            | 71        |
| K.6                                                                                        | REPRESENTATIONS OF OFFEROR .....                                                                                                                        | 71        |
| K.6.1                                                                                      | Organization and Qualification .....                                                                                                                    | 72        |
| K.6.2                                                                                      | Authorization.....                                                                                                                                      | 72        |
| K.6.3                                                                                      | No Violation of Agreements, Articles of Incorporation or Bylaws.....                                                                                    | 72        |
| K.6.4                                                                                      | No Defaults Under Agreements .....                                                                                                                      | 72        |
| K.6.5                                                                                      | Compliance With Laws .....                                                                                                                              | 72        |
| K.6.6                                                                                      | No Litigation.....                                                                                                                                      | 72        |
| K.6.7                                                                                      | Taxes .....                                                                                                                                             | 73        |
| K.6.8                                                                                      | Financial Statements .....                                                                                                                              | 73        |
| K.6.9                                                                                      | No Adverse Change .....                                                                                                                                 | 74        |
| K.6.10                                                                                     | Disclosure .....                                                                                                                                        | 74        |
| K.6.11                                                                                     | No Collusion .....                                                                                                                                      | 74        |
| K.6.12                                                                                     | Ethics .....                                                                                                                                            | 74        |
| K.6.13                                                                                     | No Compensation.....                                                                                                                                    | 75        |
| K.6.14                                                                                     | Contracting with Executive Head of State Agency.....                                                                                                    | 75        |
| K.6.15                                                                                     | Limitation on Employment of Former State Officers .....                                                                                                 | 75        |
| K.6.16                                                                                     | Notification.....                                                                                                                                       | 76        |
| K.6.17                                                                                     | Suspension, Debarment and Terrorism .....                                                                                                               | 76        |
| K.6.18                                                                                     | Violation of Federal Law Relating To Reconstruction Efforts As A Result Of Hurricanes Rita, Katrina or Any Other Disaster After September 24, 2005..... | 76        |
| K.6.19                                                                                     | Deceptive Trade Practices; Unfair Business Practices.....                                                                                               | 76        |
| K.7                                                                                        | REPRESENTATIONS OF THE DEPARTMENT .....                                                                                                                 | 76        |
| K.7.1                                                                                      | Authorization.....                                                                                                                                      | 77        |
| K.7.2                                                                                      | No Violation of Agreements.....                                                                                                                         | 77        |
| K.7.3                                                                                      | Disclosure .....                                                                                                                                        | 77        |

|      |                                  |    |
|------|----------------------------------|----|
| K.8  | AUTHORIZED NEGOTIATORS.....      | 77 |
| K.9  | PAYEE IDENTIFICATION NUMBER..... | 77 |
| K.10 | POINT OF CONTACT .....           | 78 |
| K.11 | CERTIFICATION.....               | 78 |

**SECTION A - CONTRACT DEFINITIONS**

The following terms used in this Contract, unless the context indicates otherwise, have the meanings set forth below:

**Architect/Engineer (A/E)** means the Registered Architect or Engineering firm or firm employee performing necessary Design Services on a project for the Department.

**Authorized Representative** means the person designated in writing to act for and on behalf of the party of this Contract, which designation has been furnished to the other party hereto as described in Section G.2.1.

**Certifying Authority** means the Design Professional who has, or will, provide professional seal and signature for required plans and/or specifications.

**Construction Contract** means the Contract for Construction resulting from the solicitation based on the A/E Firm's Construction Documents (Signed/Sealed Documents – Issued for Bid/Construction).

**Construction Contractor** means the entity awarded the Construction Contract.

**Contract** where this term appears alone means the resulting Contract between the A/E Firm and the Department.

**Contract Firm Principal In Charge** means direct supervisor, one (1) organizational level above the Contract Firm Project Manager.

**Contract Firm Project Manager** means the individual employed by A/E firm responsible for performance of requirements for applicable Service Authorization.

**Contract Specialist** means the Department employee responsible for administration of the Contract, as described in Section G.2.2.

**Contract Term** means the duration of this Contract as specified in Section F.1.

**Contractor** means the Registered Architect or Engineering firm or firm employee performing necessary Design Services on a project for the Department.

**Days** means calendar days unless otherwise specified.

**Department** means the Texas Department of Criminal Justice.

**Department Policy/Policies** means all written policies, procedures, standards, guidelines, directives, and manuals of the TBCJ and the Department applicable to providing the Services specified under this Contract, which the Department shall make available to the Contractor and with which the Contractor has an affirmative obligation to be and remain familiar.

**Design Professional** means a person registered as an architect under Occupations Code, Chapter 1051, a landscape architect under Occupations Code, Chapter 1052, an engineer under Occupations Code, Chapter 1001, or any person licensed or certified as acceptable to applicable Authority Having Jurisdiction such as a Fire Alarm Planning Superintendent, etc.



**Design Services Agreement (DSA)** means the executed Contract for Design Services resulting from subject solicitation.

**Detailed Inspection** means the close, technical, on-site examination of material, structure, equipment and surveillance of the quality and methods of Work, performed by one or more full-time personnel at the project site, to reasonably ensure that the project is accomplished in compliance with information in the Contract documents and with good construction practices.

**Event of Default** means any of the events or circumstances described in Section I.3.

**FD** means Facilities Division.

**FD Representative** means the designated employee of the Department to be the point of contact for the contracted A/E for the duration of the project and a point of reference to assist the A/E in design questions.

**Fiscal Year** means any of the one (1) year periods beginning September 1 and ending August 31, which periods are used for annual budgetary purposes by the State of Texas.

**Full-Time Project Construction Inspector** means an employee of the Contractor who has been assigned for eight (8) hour days during regular business hours for some part of the construction period.

**Incomplete/Unfinished Submittal** means submittal does not contain all elements required for the submittal per the DSA and/or the applicable Service Authorization.

**Owner** means the Texas Department of Criminal Justice.

**Project Administrator** means the Department Employee responsible for administration and direction of progress on a construction project.

**Project Lead** means the representative of the A/E firm assigned day-to-day responsibility for coordination and/or interface with the Department's FD Representative for individual Service Authorization; to include preparation, assembling and transmission of submittal(s). The Project Lead shall be responsible to report to the Project Manager, but shall have full authority to take action on behalf of the A/E in all decision activities.

**Project Manager** means the representative of the A/E firm assigned as one (1) organizational level above the Project Lead. Project Manager may be an individual who is not a direct employee of the A/E firm that holds this Contract, but who is a direct employee of a sub-provider to the A/E firm that holds this Contract.

**Record Documents** means drawings that have been revised to include modifications, revisions or changes to the project including dimensions, nomenclatures, equipment, model numbers and any other information that may be deemed important or necessary to show a full and correct set of drawings that accurately reflect the completed project.

**RFP** means Request for Fee Proposal.

**Service Authorization (SA)** means written authorization instructing the Contractor of Work to be performed at a "not-to-exceed" or "lump sum" amount. (See Exhibit J.6.).

**Standards of Conduct** means the rules and regulations by which Contractor employees adhere to while on TDCJ property. (See Exhibit J.7.)

**Successor** means those who assume the place of another and fulfill his or her role or continues in his or her position, one who has been duly chosen to accede to some office after its current occupant.

**Corporate Successor** means a corporation that takes on the burdens and arrogates the rights of a predecessor corporation by merger, acquisition, or other valid legal succession.

**TDCJ** means the Texas Department of Criminal Justice, an agency of the State of Texas.

**Technical Coordinator** means the Facilities Engineering A/E Contract Technical Coordinator.

**Unfinished Submittal** means the submittal is not complete based on requirements including, but not limited to, incorporation of information, integration of review comments, inclusion of design detail, etc., per the Design Services Agreement and the applicable Service Authorization.

**Work** means a task or job issued in accordance with the terms and conditions of the Contract.

## SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

Charles Gojer & Associates, Inc.  
 Fee Schedule  
 A/E Services

| Service Description             | Billable Rate<br>Base Period<br>Award - 08/31/19 | Billable Rate<br>Option Period 1<br>09/01/19 - 08/31/20 | Billable Rate<br>Option Period 2<br>09/01/20 - 08/31/21 | Billable Rate<br>Option Period 3<br>09/01/21 - 08/31/22 |
|---------------------------------|--------------------------------------------------|---------------------------------------------------------|---------------------------------------------------------|---------------------------------------------------------|
| Principal in Charge             | 150.00                                           | 159.00                                                  | 170.00                                                  | 180.20                                                  |
| Project Manager                 | 139.53                                           | 147.90                                                  | 156.77                                                  | 166.18                                                  |
| Senior Architect                |                                                  |                                                         |                                                         |                                                         |
| Mid Architect                   |                                                  |                                                         |                                                         |                                                         |
| Junior Architect                |                                                  |                                                         |                                                         |                                                         |
| Architect Designer              |                                                  |                                                         |                                                         |                                                         |
| Sr. Landscape Architect/Planner |                                                  |                                                         |                                                         |                                                         |
| Mid Landscape Architect/Planner |                                                  |                                                         |                                                         |                                                         |
| Jr. Landscape Architect/Planner |                                                  |                                                         |                                                         |                                                         |
| Landscape Architect Designer    |                                                  |                                                         |                                                         |                                                         |
| Senior MEP (PE)                 |                                                  |                                                         |                                                         |                                                         |
| Mid MEP (PE)                    |                                                  |                                                         |                                                         |                                                         |
| Junior MEP (EIT)                |                                                  |                                                         |                                                         |                                                         |
| MEP Designer                    |                                                  |                                                         |                                                         |                                                         |
| Senior Environmental            |                                                  |                                                         |                                                         |                                                         |
| Mid Environmental               |                                                  |                                                         |                                                         |                                                         |
| Junior Environmental            |                                                  |                                                         |                                                         |                                                         |
| Environmental Tech              |                                                  |                                                         |                                                         |                                                         |
| Senior Civil (PE)               | 135.30                                           | 143.42                                                  | 152.02                                                  | 161.14                                                  |
| Mid Civil (PE)                  | 105.32                                           | 111.62                                                  | 118.32                                                  | 125.41                                                  |
| Junior Civil (EIT)              |                                                  |                                                         |                                                         |                                                         |
| Civil Designer                  | 76.66                                            | 81.25                                                   | 86.14                                                   | 91.30                                                   |
| Senior Structural (PE)          | 139.53                                           | 147.90                                                  | 156.77                                                  | 166.18                                                  |
| Mid Structural (PE)             | 105.32                                           | 111.30                                                  | 117.98                                                  | 125.06                                                  |
| Junior Structural (EIT)         |                                                  |                                                         |                                                         |                                                         |
| Structural Design               | 108.10                                           | 114.58                                                  | 121.46                                                  | 128.74                                                  |
| Senior Roof                     |                                                  |                                                         |                                                         |                                                         |
| Mid Roof                        |                                                  |                                                         |                                                         |                                                         |
| Junior Roof                     |                                                  |                                                         |                                                         |                                                         |
| Roof Designer                   |                                                  |                                                         |                                                         |                                                         |
| Senior CADD                     | 81.26                                            | 86.14                                                   | 91.30                                                   | 96.78                                                   |
| Mid CADD                        | 71.39                                            | 75.67                                                   | 80.21                                                   | 85.03                                                   |
| Junior CADD                     |                                                  |                                                         |                                                         |                                                         |
| Inspector                       |                                                  |                                                         |                                                         |                                                         |
| Construction Administrator      | 105.32                                           | 111.31                                                  | 117.98                                                  | 125.07                                                  |
| Estimator                       | 105.32                                           | 111.31                                                  | 117.98                                                  | 125.07                                                  |
| Specification Writer            | 131.30                                           | 139.17                                                  | 147.52                                                  | 156.38                                                  |
| Clerical/Administration         | 58.58                                            | 62.09                                                   | 65.82                                                   | 69.76                                                   |

**SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT****C.1 BACKGROUND**

- A. Pursuant to Texas Government Code, Chapter 2254, Subchapter A, the Texas Department of Criminal Justice (TDCJ), hereafter referred to as the Department, is seeking Architect/Engineer (A/E) services to provide design and other services as outlined herein.
- B. The Department intends to Contract for the following disciplines:
1. Mechanical-Boilers/Chillers/HVAC
  2. Mechanical-Plumbing (kitchens, laundry, showers, toilets, etc.)
  3. Electrical-Distribution/Utilization Systems
  4. Electrical-Locking Systems/Controls (possibly interfaced with intercom, video, etc.)
  5. Electrical-Lighting/Controls (interior and exterior)
  6. Electrical-Fire Alarm Systems
  7. Civil-Roadways/Bridges
  8. Civil-Water/Wastewater
  9. Civil-Structural (single to four-story)
  10. Arch-Renovation interior space
  11. Arch-Roof repair/replace
  12. Arch-Building envelope repair/replace

**C.2 GENERAL DUTIES AND OBLIGATIONS**

- A. The A/E shall provide design and other services for the Department. Design Services in this Contract are defined as complete Architectural/Engineering Designs which may include any or all of the following disciplines: Architectural, Roofing Architects/Engineers, Mechanical, Electrical (power, high voltage, and electronic security), Plumbing, Civil, Structural and Fire Protection Engineering. The A/E shall provide necessary Design Services, Bid Services and Construction Administration Services to the TDCJ Facilities Division, Engineering Department, in supporting TDCJ Operations and Maintenance Departments on existing facilities throughout the State of Texas.
- B. The Contract between the A/E and the Department will be a firm-fixed price contract based on fixed hourly rates for a base period of two (2) years and six (6) months, with three (3) one (1) year option periods. Each A/E shall be paid only for the Work performed during the five (5) and one-half (1/2) year period, with the funded amount listed on the Solicitation, Offer and Award page for the duration of the Contract inclusive of extension periods, or as increased by the Department.



### C.3 GENERAL SCOPE

The A/E shall perform all Investigative and Design Services resulting in Construction Documents, Bid Services and Construction Administration Services including travel, and provide all labor and materials, except as hereinafter stated, using criteria provided. The A/E shall prepare studies and designs, and furnish the Department with completed project documents. These may include, but not be limited to, Preliminary Site Investigation Reports, Design Analyses, Equipment Layouts or Schedules, Project Drawings, Technical Provisions (Specifications) and Cost Estimates. These documents must meet the requirements of the Texas Commission on Environmental Quality (TCEQ), Texas Department of Transportation (TxDOT), Texas Department of Licensing and Regulation (TDLR), State Fire Marshall's Office, State Energy Conservation Office and other agencies as required for submittals, and other pertinent documents as required, to provide complete design for construction projects with the Department as stated in the Contract and subsequent Service Authorizations (SAs).

### C.4 TYPE OF PROJECTS

The A/E shall perform complete Design Services for minor construction, major renovation, repairs, maintenance, and study projects. Projects may involve but shall not be limited to: architectural, roofing design, mechanical, electrical, plumbing, water, waste water, electronic security, and fire protection. Projects shall generally involve the remodeling of existing facilities from minor repair and upgrading to major facility renovations.

### C.5 GENERAL DESIGN CRITERIA

Design and construction shall conform to the current issue of the following standards and publications (this is only a partial list and should not be construed as limiting the standards, which may apply to a specific project):

- All Policy Letters and Engineering Technical Letters (ETLs)
- American Architectural Manufacturers Association (AAMA)
- American Society of Heating, Refrigeration, and Air-Conditioning Engineers (ASHRAE)
- American Society of Mechanical Engineers (ASME)
- American Society for Testing and Materials (ASTM)
- American National Standards Institute (ANSI)
- Antiquities Code of Texas
- CSI Format
- Factory Mutual (FM)
- Illumination Engineers Society of North America (IESNA)
- International Code Council (ICC)
- National Fire Protection Codes (NFPA)
- National Roofing Contractors Association (NRCA)
- Occupational Safety and Health Act requirements
- State Energy Conservation Office (SECO) requirements (34 TAC 19.32 Energy and Water Conservation Design Standards)
- ANSI/ASHRAE/IESNA 90.1
- Water Efficiency Standards for State Buildings and Institutions of Higher Education Facilities
- Texas Department of Criminal Justice Safety and Health Requirements
- Texas Commission on Environmental Quality (TCEQ)
- Texas Department of Licensing and Regulation (TDLR)

- and any other federal, State and local regulations, codes and standards, as applicable.

## **C.6 DEPARTMENT RESPONSIBILITIES FOR SERVICE AUTHORIZATIONS**

- A. The Department shall furnish the A/E with the following:
1. Agency developed standard specifications, if available, as applicable for an individual Service Authorization.
  2. Department furnished equipment lists, if required.
  3. As-built drawings of facilities needed to perform designs, if available.
  4. All policy letters and engineering technical letters.
- B. Each Request for Fee Proposal (RFP) for an individual Service Authorization shall include a brief description of the Work to be accomplished and design considerations.
- C. The A/E shall, at all reasonable times, have access to the Work at all stages of preparation or progress.

## **C.7 SCOPE OF WORK**

The A/E shall provide one or more of the following services for each Service Authorization (C.9). The A/E's Design Services shall consist of the Work described in this Contract including, but not limited to:

- A. The A/E shall use existing plans, specifications, and submittal data, if available and allowable, site visits to the facility and written directions received from the FD Representative assigned to the project as the basis for their design to provide Construction Documents (C.12.5). All information gathered through available documents shall be field verified prior to being used in the design.

Requirements include development of electronic drawing file versions of existing conditions if such is not currently available from the Department's archives.

- B. The A/E shall include travel time, transportation expenses and per diem to Huntsville, Texas and the project sites as necessary, to provide the following if required in the Service Authorization:
1. Investigatory Services (C.10).
  2. Design Services (C.11) including Design Review Meetings as described in the Contract for each Document Review Phase (C.12.1.G).
  3. Bid Services (C.13) as described in the Contract.
  4. Construction Administration Services (C.14) including Monthly Project Meetings as described in the Contract.
  5. Additional Services (C.15) as described in the Contract.

## C. Trips – Service Authorization Related:

1. A maximum number of site visits (trips) shall be negotiated and agreed upon by the A/E and the Department for each project assigned. The maximum number of trips shall be a combination of site visits provided as Basic Services and Additional Services.
2. Each resource making a trip is considered by the Department as a trip for the purposes of determining the number of trips included in fees for a specific Service Authorization (e.g. if both the Project Lead and a separate individual identified as the Professional Engineer are identified and approved during fee negotiations to attend the Pre-Construction Meeting, this situation would constitute two (2) trips).
3. If a trip is planned/proposed during fee negotiations (other than those otherwise identified as required by this Contract), it shall be identified as a specific task under the appropriate applicable Phase and justified in the Proposal Letter. A trip undertaken by the A/E, not identified in this manner and not otherwise approved as a trip under Additional Services, cannot be compensated and /or reimbursed.
4. Only one resource is to be identified in the Proposal Letter to attend the Document Review, Pre-Bid and Monthly Progress Review Meetings.
  - a. This limitation is applicable to projects with sub-providers. Exceptions may be approved on a case-by-case basis, if justified to the satisfaction of the Department in the Proposal Letter.
  - b. Limitation does not extend to trips otherwise identified to accomplish specific tasks, such as activities identified to carry out Investigatory Services.
  - c. Specific needs that may arise during the course of the project shall be managed as Additional Services (AS-1).
  - d. Multiple resources identified in the Proposal Letter to attend Pre-Construction, Pre-Final and Final Inspection meetings are subject to require justification before the Proposal Letter is accepted, and the Department reserves the right to decline.
  - e. Time and travel expenses to/from outside the State of Texas shall be identified as such in the Proposal Letter and are negotiable.
  - f. Each voucher submitted for remission of fees shall identify the number of trips remaining for both Basic Services and Additional Services.
  - g. The A/E shall notify the FD Representative and the Technical Coordinator ninety (90) Days in advance of expected depletion of trips for either Basic Services or Additional Services, should it appear that additional trips will be required.
5. Travel expenses are reimbursable only if the purpose of the travel clearly involved official state business. Travel expenses may not exceed applicable state reimbursement rates, which are governed by Texas Government Code, Chapter 660; the General Appropriations Act; and the TDCJ Travel Guide.

- D. The Department and A/E shall adhere to the agreed Project Schedule (Exhibit J.13), subsequently referred to as "the J.13" or "J.13". The A/E shall include as a part of Basic Services the requirements for production of each submittal outlined in the agreed Project Schedule.

1. During the time frame identified on the J.13 for development of a submittal, the A/E may provide interim submittals to request approvals of the Work products prior to providing the complete submittal. This shall enable the A/E to simultaneously produce various phases of the programming and design scope of services in order to aid the achievement of the design schedule presented herein.

For provided interim submittals, the A/E shall identify the maximum allowable time frame for the Department response required to maintain the A/E's contracted submittal schedule as identified on the J.13. The Department shall not unduly withhold such approvals or authorizations.

2. If the duration for development of a submittal is greater than thirty (30) Days per the J.13, the A/E shall provide a bi-monthly (1<sup>st</sup> and 15<sup>th</sup>) status report to the Department's FD Representative and the Technical Coordinator identified in each Statement of Work, that at minimum addresses the following (a sample form will be provided upon request; use of this form is not required):

- a. Date;
- b. Major Work Request (MWR) number;
- c. Unit;
- d. Project title;
- e. Activities since previous report;
- f. Work items for coming week(s);
- g. Issues/items to be aware of;
- h. Information requested/required;
- i. Critical issues; and
- j. Next submittal due date.

3. At the conclusion of each Service Authorization, an evaluation of the A/E for subject Service Authorization shall specifically address the timeliness of design submittals.

- E. The A/E shall include the coordination of design effort(s) with the governmental authorities having jurisdiction (C.5) so that the applicable governmental requirements are met by the A/E's design. The A/E shall also coordinate design effort(s) with city (community), county and local utility service providers so that the applicable local requirements are met by the A/E's design and that the utility requirements of the project will be met.



- F. The A/E shall provide the required technical support to the construction personnel, including providing additional information and/or clarification of information provided, recommendations and/or review of proposed equipment, and installation questions. The A/E will represent the Department in technical decisions with the Construction Contractor and coordination with the Department.
- G. The following information is to serve only as a guide for the A/E in the development of the design, plans, and specifications:

1. Architectural Firms

The A/E shall provide professional architectural and engineering services and designs in accordance with the applicable industry standards and shall conform to the provisions of the latest issue of applicable codes and standards including but not limited to the following:

- a. International Building Code, published by the International Code Council, 2009 Edition (IBC) – Commercial Construction.
- b. NFPA 101 Life Safety Code, published by the National Fire Protection Association (NFPA), 2009 Edition.
- c. ADA Standards for Accessible Design, published by Department of Justice, 2010 Edition (ADA).
- d. Architectural Barriers Texas Accessibility Standards (TAS), 2012 Edition.

1.A. Interior Renovation Architectural Engineering Firms

- a. The A/E shall provide detailed on-site investigations, review of existing documents, verify and validate items in existing project scope of work regarding interior renovations, additions, and possible new building construction.
- b. The A/E shall be capable of providing designs for renovations of spaces typically required for detention facilities.
- c. The A/E shall provide a list of necessary testing and inspections to be provided to Owner including, but not limited to, ADA, Commissioning, Testing and Balancing, Environmental, and Construction Materials testing.
- d. The A/E shall provide the Owner with a list of items to be tested and/or inspected by Owner including, but not limited to, ADA, Commissioning, Testing and Balancing, Environmental, and Construction Materials testing.

1.B. Building Envelope Architectural Engineering Firms

- a. The A/E shall provide detailed on-site investigations, review of existing documents, verify and validate items in existing project scope of work regarding building envelopes including structural repair/replacement; fenestration repair and replacement including, but not limited to, windows, doors, louvers, vents, etc.; envelope material repair/replacement.

- b. The A/E shall provide services to ensure compliance with Texas Statutes regarding the Texas Historical Commission when applicable.
- c. The A/E shall be capable of providing designs for masonry, stone and concrete repair and replacement.
- d. The A/E shall be capable of providing building envelope analysis for weather tightness.
- e. The A/E shall provide a list of necessary testing and inspections to be provided to Owner including, but not limited to, ADA, Commissioning, Testing and Balancing, Environmental, and Construction Materials testing.
- f. The A/E shall be capable of researching, evaluating, and presenting to the Owner energy conservation strategies and alternatives for consideration, including the availability of rebates from the local utility. If rebates are available, coordinate with the local utility to complete all necessary documentation to accomplish rebates.
- g. The A/E shall provide the Owner with a list of items to be tested and/or inspected by Owner including, but not limited to, ADA, Commissioning, Testing and Balancing, Environmental, and Construction Materials testing.

### 3. Roofing Architectural Engineering Firms

- a. The A/E shall provide in the Design Analysis (C.11.3), either through invasive or non-invasive techniques, a determination of the presence and percentage of moisture under existing roofs.
- b. The A/E shall provide in the Design Analysis (C.11.3.) an evaluation of the proposed roofing system (metal roofing, built-up roofing, single ply roofing, thermoplastic olefin (TPO), ethylene propylene diene monomer (EPDM), modified bitumen, etc.) and make recommendations and justifications for the systems to be used.
- c. The A/E shall be capable of providing roofing designs for the project assigned, if applicable and mutually agreed upon, by the A/E and the Department.
- d. The A/E shall be familiar with ASTM, NRCA, ANSI/ASHRAE/IESNA, and other standards of roofing practice.

### 4. Mechanical Firms

- a. The A/E shall provide in the Design Analysis (C.11.3.) cooling and heating load calculations for the project assigned. The A/E shall use industry-recognized heating and cooling load analysis software programs (DOE2, Trace, Blast, E20, Elite, etc.) to perform the load analysis.
- b. The A/E shall utilize existing plans, specifications, submittal data (if available), site visits to the facility and field verification to determine full load calculations.
- c. The A/E shall analyze and recommend any necessary changes to the outside air quantities to comply with the TDCJ Facility Engineering requirements and best

energy engineering measures to reduce the required cooling and heating capacities.

- d. The A/E shall analyze and recommend any changes in air handling unit(s) (AHUs) capacities; coil sizes and configuration; supply, return, and outside air quantities; AHU blower horsepower requirements; and controls schemes.
- e. The A/E shall analyze the duct sizes and configuration and make recommendations for changes in duct sizes, if any, and configuration as required.
- f. The A/E shall analyze exhaust, smoke removal systems, and ventilation fan capacities. Based on energy considerations, facility requirements, and airflow requirements for each zone, the A/E shall recommend changes to meet the design intent of the facility as it is understood at the time of this analysis.
- g. The A/E shall ensure that existing devices requiring reprogramming are identified and reprogrammed as part of the Construction Documents. If existing devices are capable of receiving downloaded information, all software required to perform these downloads shall be identified and included as deliverables to the Department prior to completion of construction. The Construction Documents shall make provisions for written program documentation to be provided to the Department's site personnel, so that the Department's site personnel can understand the operations performed by the program. The A/E shall request, via Construction Documents, any mandatory training that is necessary for safe, efficient operation of equipment and will be provided as part of a closeout package delivered to the construction site by the Construction Contractor.
- h. The A/E shall be familiar with ANSI/ASHRAE/IESNA, and other standards of practice.

#### 4. Electrical Engineering Firms

- a. The A/E shall provide such documents as schematic wiring diagrams, interconnection wiring diagrams, physical equipment layout and connection drawings, and diagrammatic conduit routing drawings for all projects, unless otherwise directed by the FD Representative assigned to the project. All drawings and diagrams shall show appropriate grounding details.
- b. The A/E shall provide in the Design Analysis (C.11.3.) calculations and/or measurement data including, but not limited to, short circuit current, voltage drop, conduit fill and/or load analysis for all projects, unless otherwise directed by the FD Representative assigned to the project.
- c. The A/E shall ensure that existing devices requiring reprogramming are identified and reprogrammed as part of the Construction Documents. If existing devices are capable of receiving downloaded information, all software required to perform these downloads shall be identified and included as deliverables to Department prior to completion of construction. The Construction Documents shall make provisions for written program documentation to be provided to Department's site personnel, so that the Department's site personnel can understand the operations performed by the program. The A/E shall request, via Construction Documents, any mandatory training that is necessary for safe, efficient operation

of equipment and will be provided as part of a closeout package delivered to the construction site by the Construction Contractor.

- d. The A/E shall be familiar with ANSI/ASHRAE/IESNA and other standards of practice.

5. Plumbing Firms

- a. The A/E shall provide such documents as schematic plumbing diagrams and physical equipment layout drawings for all projects, unless otherwise directed by the FD Representative assigned to the project. All drawings and diagrams shall show appropriate plumbing details.
- b. The A/E shall provide in the Design Analysis (C.11.3.) calculations for the project assigned.
- c. The A/E shall provide plumbing designs for the project assigned.
- d. The A/E shall be familiar with ANSI/ASHRAE/IESNA and other standards of practice.

6. Civil and Structural Engineering Firms

- a. The A/E shall provide such documents as site plans, grading and drainage drawings, plan and profiles, physical equipment layout and connection details for all projects, unless otherwise directed by the FD Representative assigned to the project. All drawings and diagrams shall show appropriate details.
- b. The A/E shall provide in the Design Analysis (C.11.3.) civil, structural, and environmental calculations and/or measurement data including, but not limited to, load analysis for all projects, unless otherwise directed by the FD Representative assigned to the project. These calculations shall be used as the basis for associated material purchases and installation of any new structure or system at the Department's facility.
- c. The A/E shall ensure that existing devices requiring reprogramming are identified and reprogrammed as part of the Construction Documents. If existing devices are capable of receiving downloaded information, all software required to perform these downloads shall be identified and included as deliverables to Department prior to completion of construction. The Construction Documents shall make provisions for written program documentation to be provided to Department's site personnel, so that the Department's site personnel can understand the operations performed by the program. The A/E shall request, via Construction Documents, any mandatory training that is necessary for safe, efficient operation of equipment and will be provided as part of a closeout package delivered to the construction site by the Construction Contractor.
- d. The A/E shall be familiar with American Water Works Association, ANSI/ASHRAE/IESNA and other standards of practice.

## 7. Fire Protection Engineering Firms

The A/E shall provide programming and such documents as riser diagrams, detailed equipment tables, cause-and-effect diagrams (fire alarm matrix), detailed wiring diagrams for equipment interfaces (including but not limited to magnetically held doors to contain smoke, shut-down or re-route air handling systems, capture/recall elevators, activate a suppression system, start exhaust fans to remove smoke in case of smoke detection, close fire dampers, etc.) for fire alarms systems that perform monitoring and annunciation functions required for compliance with State and federal laws regarding fire safety.

### C.8 CONCEPT OPPORTUNITIES

The A/E shall be familiar with the most current technology available that may provide enhanced function and cost savings to the Department. However, the Department reserves the right to require less current technology based on operability and maintainability requirements as identified by the TDCJ Maintenance Headquarters.

### C.9 SERVICE AUTHORIZATIONS

- A. Any services to be furnished under this Contract shall be negotiated and authorized by execution of a Professional Service Authorization (Exhibit J.6). Negotiation shall include any or all of the items listed in the Scope of Work (C.7).
- B. All SAs are subject to the terms and conditions of this Contract. In the event of conflict between an SA and this Contract, the Contract shall prevail.
- C. There is no limit on the number of SAs that may be issued for this Contract, but shall not exceed the total contracted dollar limit of this Contract. The Department may issue SAs requiring services to multiple locations.
- D. The process preceding the issuance of a SA is as follows:
  1. The Department shall issue a RFP to the A/E including a Scope of Work of Design Services outlining required services.
  2. A Pre-Proposal Conference shall be held prior to the SA award. At the Department's discretion, video/teleconferencing may be utilized to facilitate the Pre-Proposal Conference. Generally, and at the request of the A/E, the Pre-Proposal Conference shall coincide with a site visit to the Facility to clarify project scope, requirements, and identify the general direction of design. A copy of as-built drawings shall be provided by the Department, if available. The A/E is responsible for field verification of all elements whether or not elements are indicated on as-built drawings when this information is utilized in, or is in conflict with, A/E design work. The participation in a Pre-Proposal Conference does not in any way constitute a guarantee of Work.
  3. Within the time frame defined in the RFP, the A/E shall submit a fee proposal for the Department's review and approval in the form of a Proposal Letter that identifies inclusion of all requirements identified in the "Scope of Work date of SOW from TDCJ" and requirements of the RFP. The fee proposal shall include all fees related to requirements identified in the RFP and Scope of Work. All fees shall be itemized and identified per the instructions and/or requirements of Exhibits J.3, J.4, J.12 and J.13.



4. Evaluation and negotiation shall be conducted.
  5. BAFO shall be requested and an agreement shall be mutually agreed upon.
  6. The Department develops a SA signed by the Department's Executive Director or his designee. The SA is sent to the A/E for signature. An executed SA constitutes a Notice to Proceed (NTP); therefore, the date the SA is signed by the A/E is the NTP date for the subject project.
  7. Within seven (7) Days of the NTP date, the A/E shall provide to the FD Representative a schedule for submission of anticipated interim submittals (C.7.D.1), Progress Reports (C.7.D.2) and submissions to Authorities Having Jurisdiction (AHJs) (C.7.E) correlated to the J.13.
- E. Unauthorized scope changes after the SA has been executed:
1. Any instruction from the FD Representative to add or delete a requirement of the SOW is not valid unless authorized by the Technical Coordinator.
  2. Any instruction from the FD Representative to add a requirement to the SOW for which the A/E intends to seek compensation is not valid unless a Service Authorization Modification has been executed per the terms of the Design Services Agreement (DSA).

## **C.10 INVESTIGATORY SERVICES**

Existing as-built drawings shall not be utilized as the sole information source for design foundation. Provision of as-built drawings by Department is a courtesy to assist the A/E in design approach. Each SA shall contain in the SOW an outline of activities required for field verification of existing elements. Results of field verification activities shall be included in the Design Analysis aspect of the Document Review submittal along with summary of anticipated/incorporated design features utilized to accommodate existing conditions. Failure of the A/E to perform required field verification activities constitutes assumption of liability for any damages to Department's property, utilities or delay to Project Schedule as a result of failure to identify and account for existing conditions.

## **C.11 DESIGN SERVICES**

### **C.11.1 Architect/Engineer's Finished Product**

- A. The A/E shall provide Design Services for the development of complete Construction Documents to the Department as specified elsewhere in the Contract. The A/E shall also provide any product literature and technical data required in support of the design. Designs shall be of the highest professional quality and shall be certified by a registered architect/engineer.
- B. The A/E is responsible for field verification of all elements whether or not elements are indicated on existing as-built drawings when this information is utilized in, or is in conflict with, A/E design work. The A/E assumes liability for any damage to the Department's property and utilities, and for any delay to the Project Schedule as a result of failure to identify and account for existing conditions.

### C.11.2 Aspects of Design Service

- A. Design Services shall include all aspects of design required to provide a complete set of Construction Documents to be used in obtaining contracted construction services, or for construction by the Department's maintenance personnel. Construction Documents shall include, but not be limited to: Design Analysis, Drawings, Technical Specifications, Estimated Construction Cost and Estimated Construction Duration.
- B. Requirements include visual inspections of the site of (or facility comprising) the proposed project for the A/E to collect data for load calculations and equipment information; familiarization with the scope, general conditions governing the performance of Work, the conditions under which the project will be constructed and coordination with the Department to develop functional relationships and special detailed requirements.
- C. Submission of submittals formally identified on the Project Schedule shall not be utilized for the purpose of obtaining feedback regarding equipment selection, placement, operability, maintainability, interface requirements, etc. Submittals formally identified on the Project Schedule shall represent the A/E's due diligence to have obtained/determined such information and provision of submittal is for demonstration of completeness and correctness of efforts to date.
- D. All design products developed by the A/E and paid for by the Department become the property of the Department to use as the Department may see fit.

### C.11.3 Design Analysis

- A. For each First Technical, Pre-Final Technical and Final Technical Review Document submittal(s) (do not include in submissions for Contractual Document Review or Construction Documents Submittal) the A/E shall prepare a complete and accurate Design Analysis to include assumptions and calculations to support the project design at the First Technical Document Review and as developed at each subsequent Technical Review. Each sheet of the Design Analysis shall be sequentially numbered and shall carry the title of the project, TDCJ's MWR number, the date of analysis and the individual designer's name.
- B. Analysis shall cite specific code references, calculation sources, data sources, assumptions, etc.
  - 1. Calculations and data shall be presented in a neat and logical progression in order to facilitate review.
  - 2. The analysis shall include where applicable, but not be limited to: a brief description of desired project outcome; description of existing conditions (site descriptions, existing facility features such as age, type of construction, facility condition, utilities location and access; include photos as required); electrical load calculations; lighting level calculations; structural computations; foundation determinations; plumbing calculations; HVAC calculations; life cycle cost analysis; facility energy analysis (computer modeling and hand calculations as applicable); water and waste water flow values and capacities, etc.; resulting sizing, material selection and type(s) of construction, etc.
  - 3. Each Design Analysis shall include a summary of changes and justifications for decisions made at that stage.

4. Each Design Analysis shall identify all additions and deletions to specification sections if additions/deletions are not responses to review comments.
5. Final Design Analysis provided with Final Technical Documents shall be edited to exclude all references to changes occurring during design and shall present a clear and logical picture of the design.

#### C.11.4 Drawings

For each Review Document submittal, the A/E shall prepare drawings (24" x 36") to scale to show the general layout of the facilities and shall clearly indicate the extent, type, and detailed requirements of Work to be done. Separate drawings shall be prepared to cover all needed phases of architectural, civil, structural, mechanical, etc., Work to be accomplished. Detailed drawings shall be made to show the type and extent of Work to be done.

- A. Utilize the Department's AutoCAD layer standard (provided by the Department).
- B. Title Sheet shall include:
  1. Project Name; and
  2. MWR Number.
- C. If not included on Title Sheet, a subsequent sheet shall include:
  1. Location Map; and
  2. Index.
- D. If not included on Location Map, a subsequent sheet shall include an indication of lay-down area. Attendees at Document Review Meeting(s) are not authorized to "approve" for there to not be a lay-down area identified. For there to be no identification of a lay-down area, A/E shall be in receipt of an e-mail from a member of TDCJ Facilities Division, Engineering Management stating such has been coordinated with the Contracts and Procurement Contract Specialist (CS level) and Correctional Institutions Division (Division level).
- E. Typical Work Sections and Details:
  1. Details shall be to scale.
  2. Associated details shall be grouped together. Where this is not possible a means to identify location of other associated details is required.
  3. Three-dimensional details are optional.
- F. Work requiring Special Requirement On-Site Inspections shall be identified on drawings (C.14.2.B).
- G. During the course of the anticipated performance period of this Contract, the Department anticipates development of standard detail drawings. Upon completion and acceptance of these detail drawings, the Department shall provide the detail drawings in AutoCAD.dwg file format to the A/E for incorporation into future applicable projects.

**C.11.5 Technical Specifications**

- A. For each Review Document submittal the A/E shall prepare Technical Specifications for each category of Work and each building trade to meet State requirements for competitive bidding. All Technical Specifications shall be clear, concise, free of grammatical and spelling errors, etc
- B. Specifications shall be a collaborative effort coordinated with the Department's endeavor to develop standard specifications.
- C. The Department has developed the following standard Division 1 Specifications:
  - 01 00 00 Scope of Work
  - 01 25 00 Substitution Procedures
  - 01 33 00 Submittals
  - 01 35 00 TDCJ Furnished Products (If the TDCJ Texas Correctional Industries (TCI) is not participating in the project, list in the TOC as NOT USED and do not include section text in specification document)
  - 01 42 00 References
  - 01-45-16.13 Contractor Quality Control
  - 01 45 23 Testing and Inspection Services (If no testing as described in this section is required, list in TOC as NOT USED and do not include section test in specification document)
  - 01 50 00 Temporary Facilities and Controls
  - 01 57 23 Temporary Storm Water Pollution Control
  - 01 70 00 Execution Requirements
  - 01 73 29 Cutting and Patching
  - 01 77 00 Close-out Procedures
  - 01 78 23 Operation & Maintenance Data
  - 01 78 36 Warranties
  - 01 78 39 Project Record Documents
- D. Upon receipt of an executed SA, the Department shall provide electronic files (.docx) of the standard Division 1 Sections for project specific editing for inclusion in the specification document prepared by the A/E.
- E. Standard Division 1 Sections shall not have any edits other than those indicated by included instructions and/or as agreed/coordinated with the Technical Coordinator (an e-mail or such written documentation shall be provided to support communication with the Technical Coordinator).
- F. All provided Division 1 Sections shall be included in the specification document and no other Division 1 Specifications shall be added without specific coordination with the Technical Coordinator (e-mail documentation required).
- G. The following Specification Sections have been developed according to the Department's standard specification model:
  - Division 26
    - 26 00 00 Basic Electrical Methods
    - 26 05 19 Low Voltage Electrical Power Conductors and Cables
    - 26 05 26 Grounding and Bonding

- 26 05 29 Hangers and Supports for Electrical Systems
- 26 95 33 Raceway and Boxes for Electrical Systems
- 26 05 53 Electrical Identification
- 26 18 23 Low-voltage Surge Arresters
- 26 27 26 Wiring Devices

## Division 31

- 31 23 10 Trenching, Backfilling and Compacting
- 31 50 00 Excavation Support and Protection

## Division 33

- 33 05 10 Utility Demolition

H. Where compliance with a SA requires use of the above Division 26, Division 31 and Division 33 sections:

1. Follow the above instructions for Division 1 sections.
2. For initial submittal, identify recommended edits for items other than those identified per included instructions.
  - a. Recommended edits shall be limited to Technical Specifications the A/E finds unacceptable when assuming the responsibility associated with the professional seal to be provided by the A/E per the terms of the DSA
  - b. If the A/E does not recommend any edits, the Department shall interpret the lack of recommendation(s) as acceptance by the A/E of the technical requirements identified within the specifications.
  - c. TDCJ provided specifications not required for project scope shall not be included in the specification document for the project. (i.e. if no demolition is required, 33 05 10 shall not be included.)

I. Additional Technical Specifications required to support project scope shall be drafted by the A/E and:

1. Follow the Department's standard specification model for layout, section and paragraph naming and numbering, font, etc. (provided by the Department's execution of SA).
2. Contain elements and language consistent with sections provided by the Department.
3. Contain no language regarding Construction Contract administration, Contract payments, or other items covered by the Department's "Front End" documents to be added when documents are Issued For Bid.
4. Contain no language stating the Department will engage third party testing. Engaging third party testing shall be the responsibility of the Construction Contractor per the Department's specification 01 45 23.
5. Contain no language regarding items covered by Division 1 Specifications.



- J. Where TCI products will be utilized on the subject project, the Technical Specifications shall include a list of Owner Furnished Items (OFI) and Owner Furnished Contractor Installed (OFCI) items to be included in the specification document immediately following Section 01 35 00 --- Owner Furnished Products and in a chart in the drawings located near the front of the set of drawings.

#### **C.11.6 Estimated Construction Cost**

- A. For each of the First Technical, Pre-Final Technical and Final Technical Review Document submittal (do not submit with Contractual or Construction Document submittals), the A/E shall provide an Estimated Construction Cost prepared by an experienced professional estimator assuming a bid opening date of six (6) months after final design. The professional estimator may be a direct employee of the A/E.
- B. Credentials of the professional estimator shall be provided with the First Technical Review Submittal for the Department's review and approval. Credentials of the professional estimator are not required on subsequent submittals unless the professional estimator is different than for the previous submittal.
- C. Estimated Construction Cost shall be broken down into line items by construction categories (architectural, civil, mechanical, etc.) and be broken down into labor and material costs. Estimated Construction Cost shall be prepared using the best data available (local experience, means cost data, etc.). Estimates shall be signed and approved by the A/E.

#### **C.11.7 Estimated Construction Duration**

- A. For each Review Document submittal the A/E shall provide an estimate of Construction Duration in Days.
- B. If the estimate of Construction Duration changed from concept submittal, an explanation or justification for the change shall be provided as part of Design Analysis unless change was directed by Department.

#### **C.11.8 Contractor Quality Control (Statement of Review)**

- A. The A/E is responsible for ensuring that specifications and drawings are reviewed and edited for errors before submission for Document Review. The A/E shall task a Technical Reviewer/Editor with the responsibility for performance of a Document Review. The Technical Reviewer/Editor must not be the same person responsible for or involved in the creation of the documents. For each submittal, the Technical Reviewer/Editor shall be responsible for completion of the Statement of Review Checklist provided for each submittal in each SA.
- B. The Statement of Review shall be provided in the form of completion of a checklist provided in the Scope of Work as appendices, one (1) for each review phase identified on the J.13, itemizing specific review requirements and shall be completed and provided for each submittal.
- C. The Technical Reviewer/Editor may be a direct employee of the firm.
- D. When a submittal is provided more than fourteen (14) Days beyond the contracted submittal date per the J.13, the Statement of Review shall include a statement to be

signed by the Contract Firm Principal in Charge, advising of the conditions which precipitated the delay and actions taken to mitigate future occurrences.

- E. If any portion of the delay is attributable to a delay in response from the Department, the statement shall include reference(s) to documentation such as e-mails, etc., identifying specific actions taken by the A/E to address the condition, including such information as dates, times, name(s) of the Department representative(s) contacted and a demonstrated escalation to a member of the TDCJ Facilities Division, Engineering Management.

## **C.12 DOCUMENT REVIEW PHASES**

- A. Each project shall have multiple Document Reviews, including Review Meetings, as negotiated in each SA. The A/E shall submit documents to the Department for each review phase per requirements and schedule negotiated in the SA and the J.13. Exact review duration, requirements, and time between reviews shall be negotiated for each SA.
- B. Text appearing in brackets [ ] are intended to mean the text should be replaced with the applicable Design Phase title as the project progresses.
- C. Each project shall have multiple Document Reviews by the Department, including Review Meetings, as negotiated. Document Reviews by the Department consist of two (2) parts. First, a Preliminary Engineering Review (C.12.1.E) and second, a full review by other stake holders within the Department (C.12.1.F and C.12.1.G).
- D. The Preliminary Engineering Review is designed specifically to determine if the submittal meets expectations as identified in the DSA and in the individual Scope of Work. The documents will not be forwarded for the second part of the Document Review until these expectations are met.

### **C.12.1 Document Submittal Phase(s)**

- A. All submitted documents shall:
  - 1. Have the correct name of the project as stated on the SA or as may be identified per review comments.
  - 2. Have the TDCJ MWR number and no other reference numbers such as A/E's project and/or contract number, unless otherwise indicated by the SOW or Review Comments.
  - 3. Include the contact name, telephone number and e-mail address of the Project Manager.
  - 4. Be provided according to the schedule identified in the SA and the J.13. The submittal shall include elements as identified in this DSA and other elements as identified in individual SAs. The purpose for the submittal stated on all documents shall only be "For [First Technical] Review and Comment".
- B. Format of Submittals:
  - 1. For each Document Review Submittal:

- a. All documents other than drawings shall be electronic files prepared in Microsoft ".docs" or ".xml" format compiled into a single Adobe Acrobat ".pdf" format for the end production of reproducible copies in black ink on 8.5" x 11" white paper.
    - 1) Specifications shall also be submitted in native format.
    - 2) Photos are to be imbedded only for the purposes of overlaying specific drawing details and shall reproduce clearly in black and white.
  - b. Drawings shall be prepared and submitted in AutoCAD ".DWG" format with all reference files bound into the individual drawing files. These files shall NOT be signed and sealed and shall be editable. Drawings shall also be compiled into a single Adobe Acrobat ".pdf" format file for the end production of reproducible drawings in black ink on 24" x 36" white paper.
  - c. See above regarding imbedded photographs.
  - d. All electronic files (both native and .pdf formats for drawings and specifications) shall be provided for each submittal per the terms of each individual SA.
    - 1) At the A/E's discretion, files may be provided on a single High Quality CD-ROM or via a File Transfer Protocol (FTP) application.
    - 2) The CD-ROM shall be transmitted to the TDCJ Facilities Division, Print Room located at TDCJ's Facilities Division Headquarters located in Huntsville, Texas.
  - e. No hard copies.
2. For Construction Document Submittal (Signed/Sealed Documents – Issued For Bid/Construction):

In addition to the above, one (1) hard copy of all documents is required for submittal.

C. Content of each submittal shall demonstrate that:

1. The outcome of the final design will meet the project objective(s).

Utilize interim, informal submittals to obtain concurrences for Design Direction and Basis of Design decisions prior to compilation and submission of the formal First Technical Review.

- a. Where multiple professionally acceptable approaches are available, determination of Design Direction shall be part of negotiations regarding the A/E's SOW and informal submittals shall be utilized to determine Basis of Design prior to compilation and submission of the formal First Technical Review submittal.
- b. For each Document Review Phase, exchange of interim submittals shall be included during the portion of the Project Schedule identified as "Submit [First Technical] Review Documents", where each provision of an interim submittal identifies a time frame for a response such that would not impact delivery of [First Technical] Review Documents as scheduled per the J.13.

- c. Include in the RFP response, time for site visits, meetings, etc., necessary for information gathering needs as required.
2. Basic decisions that affect the largest sectors on construction costs have been finalized.
- D. Notify the FD Representative and the Technical Coordinator via e-mail of the transmission of the CD-ROM or the availability of submittal via File Transfer Protocol (FTP). Specific Department contact information shall be provided in each SA.
- E. Upon receipt of review submittal, during the time frame identified and scheduled as Owner Review on the J.13 for the applicable Review and Comment phase, the Department shall conduct a Preliminary Engineering Review for the following elements:
  1. Inclusion of all elements required for the submittal per the DSA.
  2. Inclusion of all elements required for the submittal per the SA.
  3. Incorporation of information provided to the A/E during submittal development (Review C.11.3 through C.11.7 and C.12.1.H).
  4. Incorporation of information previously provided to the A/E pertinent to the development of all TDCJ Construction Documents.
  5. If applicable, incorporation of the comments generated from the immediately previous review phase.

Provide a copy of the comments provided from the FD Representative at the conclusion of the immediately previous review phase (reference C.12.1.H). Provide an indication of the specific action taken to address each comment. (An indication of only "concur" or "done" is not acceptable.)

6. That enough information has been included in the drawings and specifications to demonstrate that:
  - a. The outcome of the final design will meet the project objective(s).
  - b. Basic decisions that affect the largest sectors of construction costs have been finalized.
  - c. Work requiring Special Requirement On-Site Inspections (C.14.2.B) is identified on drawings.
  - d. Correctness and completeness for elements related to equipment selection, placement, operability, maintainability, interface requirements, etc., based on Design Direction, Basis of Design, meetings, interim submittals, previous review comments, etc.
7. Failure to provide these elements is considered by the Department to be an Incomplete/Unfinished Submittal. The Department shall provide the A/E with Preliminary Engineering Review Comments to be corrected on the documents submitted and/or to identify remaining elements to be provided.

- a. At the Department's discretion, a submission in response to a returned Preliminary Engineering Review Comments may be required to include a statement signed by the A/E Project Manager detailing cause(s) for failure to comply with requirements for submittal and actions taken to mitigate future occurrences.
  - b. The time frame identified as Owner Review for applicable Review Phase on the J.13 shall begin again (Count 1) upon resolution of all items identified per the Preliminary Engineering Review Comments for the applicable Review Phase; however, the established date for completion of the overall design product shall remain unchanged. (i.e. the time lost shall be made up by the A/E during a phase of the schedule under the purview of the A/E.)
- F. Upon successful completion of the Preliminary Engineering Review, the documents shall be published for Review and Comment for other stake holders within the Department, during the time frame allotted for Owner Review for applicable review phase.
- G. As identified in the Scope of Work, Document Review Meetings shall be scheduled by the Department during time frame allotted for Owner Review for the applicable review phase. The purpose of Document Review Meetings is to review/approve documents prepared by the A/E during each phase.
1. The Project Lead is required to attend Document Review Meetings as identified in the SA; shall prepare minutes of the Document Review Meetings; and distribute the minutes of each Document Review Meeting to the Department within five (5) working days of each Document Review Meeting.
  2. The amount of time that the A/E has agreed to provide for Document Review Meetings shall be identified as part of Basic Services. The identified time shall be expressed as the number of hours to be devoted to Document Review Meetings; related travel to and from; time for preparation and post-meeting activities such as Minutes preparation and distribution. Project conferences and related travel in excess of this computed time shall be deemed as Additional Services/Reimbursable Expenses.
  3. If identified in the SA, a [First Technical' Review meeting shall be held during the time frame identified and scheduled as Owner Review on the J.13, at the location identified in the SA (Project Site, Facilities Headquarters in Huntsville or via Video/Teleconference.)
- H. At the conclusion of the time frame on the J.13 identified and scheduled as Owner Review, the Department shall provide review comments to the A/E with instructions to proceed to the immediately next review submittal. For each comment, the Department shall indicate a concurrence to address the comment relative to design objectives or specific direction such as, "leave as is", "no action required by A/E", "delete reference", or "change to read as....", or other direction depending on the nature and content of the individual comment.
1. If specific direction is not provided for each comment, contact the Technical Coordinator identified in the specific SA.
  2. Owner Review comments should be of a nature and intent as to confirm Design Direction, indicate the necessity of greater detail, identify deficiencies/errors in



design/calculations, request clarification, etc. If the Owner Review comments constitutes a change in Design Direction, contact the Technical Coordinator.

- I. Do not proceed to the next submittal until specific direction has been provided in writing.
- J. Upon receipt of Owner Review comments, the A/E may submit a payment voucher for fees for the subject review phase.

#### **C.12.2 Pre-Final Technical Review Phase**

Requirements for the Pre-Final Technical Review Submittal are as stated in C.12.1.

#### **C.12.3 Final Technical Review Phase**

- A. Requirements for the Final Technical Review Submittal are as stated in C.12.1 with the following exceptions:
  - 1. Drawings and specifications submitted for the Final Technical Document Review are required to be a set of documents the Certifying Authority is willing to Sign and Seal.
  - 2. There shall be no known technical items that require redress. The expectation for this submittal is to receive a "No Comment" from the Department's technical reviewers.
- B. If the project is identified as Construction by TDCJ Maintenance, the Department shall provide notification to proceed to the "Signed/Sealed – Issued-For-Bid/Issued-For-Construction" submittal.
- C. If the project is identified as Contract Construction:
  - 1. At the discretion of the Department, the Final Technical submittal may be forwarded for Contractual Review.
  - 2. If necessary due to the nature and extent of comments to be addressed, the Department shall provide Final Technical review comments to the A/E with instructions to proceed to the Contractual Review Submittal.

#### **C.12.4 Contractual Review Phase (Contract Construction Only)**

Requirements for Contractual Review Submittal are as stated in C.12.1 with the following exceptions:

Omit Design Analysis, Estimated Construction Cost and Estimated Construction Duration, unless Review Comments required for these items to be edited.

#### **C.12.5 Construction Document Phase (Signed/Sealed Documents – Issued for Construction)**

Requirements for Contractual Review Submittal are as stated in C.12.1 with the following exceptions:

- A. Omit Design Analysis, Estimated Construction Cost and Estimated Construction Duration, unless Review Comments required for these items to be edited.

- B. Drawings, specifications and other documents as required shall bear the signature and seal of the Certifying Authority.
- C. Submit hard copies of drawings, specifications and the immediately previous Review comments.
- D. The A/E shall file the required documents to secure approval of governmental authorities having jurisdiction over the design of the Project. The A/E shall submit the documentation required for filing with the governmental authority(s) having jurisdiction sufficiently in advance of the scheduled document release date (bid or construction) to receive approval from the required authority(s) and/or incorporate the necessary changes in the documents required for such approval, prior to the scheduled date specified for release of the documents.

### C.13 BID SERVICES

- A. Other than C.13.B and C.13.C, services provided per C.13 are not applicable to projects constructed by TDCJ Operations and Maintenance Departments.
- B. Upon the Department's approval for construction, if the previously provided Estimated Construction Cost is greater than one hundred eighty (180) Days old, at the request of the Department as part of Basic Services, the A/E shall provide an updated Estimated Construction Cost.
- C. If the A/E requires the Construction Contractor to provide a longer notice prior to receiving Special Requirement On-Site Inspections (C.14.2.B) than is identified in the General Conditions of the TDCJ Construction Contract, this must be agreed upon by the TDCJ Project Architect/Engineer for inclusion under "Special Conditions" of the resulting Construction Contract. Otherwise, the General Conditions of the TDCJ Construction Contract apply.
- D. Prior to issuing Bid Documents, the A/E shall assist the Department in establishing a price for which each set of Bid Documents shall be sold to prospective bidders. The A/E shall calculate the estimated cost for compiling approved Specifications, Drawings and the TDCJ Construction Contract Front End documents onto CD-ROM, including the A/E's labor costs to distribute and monitor the issuance of the documents. The A/E's labor costs shall be based on direct personnel expenses. Neither the Department nor the A/E shall make any profit from the sale of bidding documents. Justification of the A/E's price for each set of Bid Documents shall be provided to the Department upon request.
- E. The A/E shall assist the Department in obtaining bids from prospective bidders. The A/E shall distribute the CD-ROM containing Bid Documents to prospective bidders and to the Department approved plan rooms and shall receive payments and maintain a list of plan holders. A list of the plan holders shall be submitted by the A/E to the Department upon request. Payments for Bid Documents shall be made payable to the A/E, not to the Department. The cost of CD-ROMs containing Bid Documents that are issued to plan rooms shall be reimbursed by the Department to the A/E.
- F. Within thirty (30) Days after the bidding period the A/E shall provide an accounting of payments received. The accounting shall be a part of the invoice the A/E submits to the Department for Bid Documents provided to the perspective bidders, plan rooms and any other printing not covered under the SA.

- G. The A/E shall attend the Pre-Bid Conference and shall be responsible for preparation and distribution of the minutes of the Pre-Bid Conference. The Pre-Bid Conference shall be held at a date, time and place established by the Department.
- H. The Department shall submit questions from prospective bidders to the A/E in writing. The A/E shall respond in writing within three (3) Days. The A/E shall provide responses to questions, including changes to drawings and/or specifications, as addenda.
- I. At the conclusion of the Bid process, the A/E shall provide to the Department an "Issued For Construction" (IFC) set of drawings and specifications. The IFC set of drawings and specifications shall have information pertaining to the drawings and specifications affected by issued addenda incorporated into a clean set of drawings and specifications. The IFC set of documents shall be provided in both hard copy and electronic format per the requirements identified in C.12.1.B.
- J. If requested by the awarded Construction Contractor, upon notification of Contract award the A/E shall provide a CD-ROM containing specifications, drawings, TDCJ Construction Contract Front End documents, all addenda and an IFC set of drawings and specifications to the awarded Construction Contractor. The electronic .DWG files of drawings and .docx files of the specifications shall be provided with editing enabled for preparation of Record Electronic Drawings by the Construction Contractor.

#### **C.14 CONSTRUCTION ADMINISTRATION SERVICES**

##### **C.14.1 The Construction Administration Phase of the Contractor Contract will Commence:**

- A. With the award of the initial Contract for Construction by the Department's Contracts and Procurement Department and, together with the A/E's obligation to provide Basic Services under this Contract, will end when final payment to the Construction Contractor is due, or in the absence of a final Project Certificate for Payment or of such due date, on the scheduled date of construction completion as determined by adjusting the total duration for Construction Administration Phase established, whichever occurs first; or
- B. If the SA requires Construction Administration on a project to be constructed by the TDCJ Operations and Maintenance Department, the Department will be the Construction Contractor and the Construction Administration Phase of the Contractor Contract will commence upon the Department's approval of the project for construction and, together with the A/E's obligation to provide Design Services under this Contract, will end on the scheduled date of construction completion as determined by adjusting the total duration for the Construction Administration Phase established.
- C. Unless otherwise provided and incorporated into the DSA/SA, the A/E shall provide administration of the Contract for Construction between the Department and Construction Contractor.
- D. The A/E shall be a representative of and consult with the Department during the Construction Phase. The A/E shall have the authority to act on behalf of the Department only to the extent provided in the DSA/SA, unless otherwise modified by written instrument.

**C.14.2 Professional Inspection**

- A. For the purposes of this Contract, Professional Inspection means the periodic examination of all elements of the construction project to reasonably ensure that they meet the performance, design features, technical and functional requirements of the Construction Contract Documents.
1. The A/E or the A/E's designated representative shall perform the Professional Inspection and determine if the Work is proceeding in accordance with the Construction Contract Documents.
  2. At a minimum, the Professional Inspection will be conducted by the A/E at the Project Review Meetings (reference C.14.3.B) held during the course of the resulting Construction Contract.
  3. The amount of time that the A/E has agreed to provide as part of Basic Services for On-Site Inspections as described in this paragraph shall be identified as necessary in each SA. The identified time shall be expressed as the number of hours to be devoted to the On-Site Inspection and shall include related travel time.
- B. For the purposes of this Contract, Special Requirement On-Site Inspections means inspections required at a greater frequency than once monthly due to the specific nature of the construction involved and shall be limited to the duration of the applicable phase of construction.
1. If listed and identified in the SA and justified in narrative provided by the A/E in the Proposal Letter, Special Requirement On-Site Inspections shall be provided as part of Basic Services.
  2. Listing and identification of Special Requirement On-Site Inspections shall be specific as to frequency of inspections, nature of inspections and the resource assigned to conduct these inspections (i.e. Plumbing Engineer, Mechanical Engineer, Electrical Engineer, etc., for required inspections).
  3. Within the Design Documents, the A/E shall specifically identify any Work which will require inspection by the A/E (i.e. roofing, sewer lines, etc.).
  4. At a minimum, the A/E or A/E's representative shall perform Special Requirement On-Site Inspection of Project Construction while critical construction activity is being accomplished (concrete placement, pier drilling, etc.) and at completion of critical phases (earthwork, re-steel placement, steel erection, etc.) appropriate to the phase of the Work.
  5. The amount of time that the A/E has agreed to provide as part of Basic Services for Special Requirement On-Site Inspections shall include related travel time.
- C. On projects where the Department requires a Full-Time Project Construction Inspector to provide Detailed Inspection, or employs a General Inspector, the A/E shall coordinate their On-Site Inspections with the Department's representative(s). However, this shall not diminish the A/E's responsibilities to properly and periodically inspect the Work in progress, to follow established procedures in the handling of submittals, applications for payment, change orders, etc., or the Construction Contractor's requests for information, clarification or assistance.

- D. The A/E shall ensure that all Professional Inspection Services are performed by or under the direct supervision of the appropriate Certifying Authority in accordance with the requirements of the applicable AHJ.

#### **C.14.3 Required Project Conferences, Meetings and Other Services Included in Basic Services**

##### **A. Pre-Construction Conference**

1. The A/E shall attend the Pre-Construction Conference and the time required for this conference shall be provided as part of Basic Services and shall include related travel time.
2. The A/E shall render design interpretations necessary for the proper execution or progress of the Work, and shall render written interpretations on all claims, disputes and other matters in question relating to the design interpretation of the Construction Contract Documents.
3. Interpretations by the A/E shall be consistent with the intent of and reasonably inferable from the Construction Contract Documents and shall be in written or graphic form. The A/E's interpretations shall be final if consistent with the intent of the Construction Contract Documents.
4. For reasonable promptness the A/E shall be allowed the following duration, after receipt:
 

|                                                                            |   |                 |
|----------------------------------------------------------------------------|---|-----------------|
| a. Respond to Request For Information (RFI)                                | - | 3 working days  |
| b. Prepare Change Proposal Request (CPR) (A/E generated)                   |   | 5 working days  |
| c. Evaluate & respond to Proposed Change Request (PCR)-<br>(A/E generated) |   | 3 working days  |
| d. Review change orders and associated documents                           | - | 5 working days  |
| e. Claims, disputes, design interpretations                                |   | 21 working days |
5. The A/E shall check and approve samples, mock-ups, schedules, shop drawings, product data and other submissions only for conformance with the design concept of the project and for compliance with the information in the Construction Contract Documents.
6. The A/E shall assist the Department in preparing change orders involving design matters for the Department's approval and execution in accordance with the Construction Contract Documents. The A/E shall have the authority to order minor changes in the Work which do not involve an adjustment in the Construction Contract Sum or an extension of the Construction Contract Time, and which are not inconsistent with the intent of the Construction Contract Documents. The A/E shall also provide in writing the A/E's opinion as to the reason(s) the change order is necessary, an evaluation of the proposed cost, an evaluation of the Contract Time adjustment and notify the FD Representative.



7. The A/E will assist the Department in review and approval of the A/E prepared submittal schedule(s). The A/E will review Construction Contractor submittals against the current approved submittal schedule to verify that the submittal was submitted and received in a timely/orderly manner.
8. The A/E shall notify the Department and the Construction Contractor when submittals are delinquent and/or out of sequence according to the schedule. The A/E shall review and approve or take other appropriate action upon the Construction Contractor's submittals.
9. The A/E shall return original submittals to the Construction Contractor within seven (7) Days from the date of receipt. The A/E shall return re-submittals within five (5) Days from the date of receipt. If the Construction Contractor's submittal is not sufficiently complete for the A/E to review and take action, the A/E shall return the submittal as rejected.
10. The A/E shall review all submittals within five (5) Days of receipt of the submittal to determine the completeness of the submission. If the submittal is incomplete or otherwise lacking sufficient information to review, the A/E shall return the submittal to the Construction Contractor stating the reason for the return and requesting that the submittal be re-submitted.

**B. Progress Review Meetings**

1. The amount of time the A/E has agreed to provide, as part of Basic Services, shall include attendance and participation in Project Review Meetings which will be held on a regularly scheduled monthly basis throughout the construction phase for the purpose of monitoring construction progress and compliance with Construction Documents (unless more frequent meetings are necessitated under certain circumstances) at the time and place established by the Department. As a part of the Project Review Meetings the A/E shall review the Construction Contractor's Project Record Documents in conjunction with the review of the Construction Contractor's payment request. Additionally, the A/E shall document the status of the various required Construction Contractor submittals and verify that the submittals are being provided to the A/E per the requirements of the Construction Contract Documents and the Construction Contractor's Submittal Schedule. The A/E shall provide to the Department a copy of the A/E's submittal log and provide an explanation and anticipated A/E action for any submittal which has not been processed by the A/E within the required duration.
2. The A/E shall make a written inspection report after each visit to the project site and send a copy of the report to the Construction Contractor and the Project Administrator, with the exception of Monthly Progress Review Meetings.
3. The A/E shall keep the Department informed of the progress and quality of the Work and endeavor to guard against defects and deficiencies in the Construction Contractor's Work. The A/E shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the Work, for the acts or omissions of the Construction Contractor, Construction Subcontractors or any other persons performing any of the Work, or for the failure of any of them to carry out the Work in accordance with the Construction Contract Documents. The A/E shall note, to the best of the A/E's knowledge, information and belief, the Construction

Contractor's failure to carry out the Work in accordance with the Construction Contract Documents and shall immediately give written notice to the Department of any such failure. The A/E shall not be liable for defects in construction. The A/E shall make recommendations to the Department regarding rejection of Work which does not conform to the Construction Contract Documents. Whenever, in the A/E's reasonable opinion, it is necessary or advisable for the implementation of the intent of the Construction Contract Documents, the A/E shall make recommendations to the Department concerning special inspections and testing of the Work in accordance with the provision of the Construction Contract Documents, whether or not such Work be fabricated, installed or completed.

4. The A/E shall assist the Department in determining the amounts owing to the Construction Contractor based on observations at the site and on evaluations of the Construction Contractor's Application for Payment and shall assist the Department in issuing Certificates of Payment. The A/E shall not be responsible for preparing any documents in the payment process. Assistance of the A/E to the Department in the issuance of a Certificate of Payment shall constitute a representation by the A/E to the Department based on the A/E's observations at the site and on the data comprising the Construction Contractor's Application for Payment that the Work has progressed to the point indicated. The A/E also has ascertained to the best of the A/E's knowledge, information and belief that the quality of the Work is in accordance with the Construction Contract Documents (subject to the results of any subsequent tests or evaluations required by or performed under the Construction Contract Documents to minor deviations from the Construction Contract Documents correctable prior to completion and to any specific qualifications stated in the Certificate of Payment); and that the Construction Contractor is entitled to payment in the amount certified by the A/E. However, the issuance of a Certificate for Payment shall not be a representation that the A/E has made any examination to ascertain how and for what purpose the Construction Contractor has used the moneys paid on account of the Construction Contract Sum.
5. The A/E shall assemble all warranties and related documents required by the Construction Contract Documents. The A/E shall review the warranties and related documents for compliance with the Construction Contract Documents and forward to the Department with the A/E's written review.

C. Beneficial Occupancy, Pre-Final and Final Inspections

1. The A/E shall assist the Department in performing inspections to determine the Date(s) of Beneficial Occupancy (should the Department wish to use or occupy the Work or portion thereof prior to final completion), the Pre-Final Inspection, the Final Inspection and Acceptance of the Work. Inspection required for Beneficial Occupancy, Pre-Final and Final Inspections are considered Basic Services, are defined as Professional Inspections and shall include related travel time.
2. The Department shall schedule the Pre-Final Inspection no later than the tenth (10<sup>th</sup>) Day after the date the A/E notifies the Department that the Construction Contract has been performed according to the plans and specifications.
3. The product of the Pre-Final Inspection shall be a list of deficiencies, as defined in TDCJ's Construction Contract, to be corrected by Construction Contractor for Final-Inspection, or

4. The Department may deem the Pre-Final Inspection to be accepted as Final Inspection.
  5. The Department shall schedule the Final Inspection no later than the tenth (10th) Day after the date the A/E notifies the Department items identified in Pre-Final Inspection have been resolved and that the Construction Contract has been performed according to the plans and specifications.
- D. Include as part of Basic Services identified time for identified resources to review submittals, review and answer RFIs, prepare A/E Site Inspections and other activities per C.14, C.15 and C.17.

Additional design work required to accomplish tasks as part of C.14, C.15 and C.17 is considered by the Department as Basic Services. (An unforeseen condition is not automatically an increase in Scope, just as it is not automatically an A/E Error and Omission.)

- E. The Department is responsible for directing final payment for Work done on each project. If upon Final Inspection of a project the Department determines that the plans, specifications, Construction Contract, or change orders for the project have not been fully complied with, the Department shall, until compliance has occurred or adjustments satisfactory to the Department have been made, refuse to direct final payment.
- F. The A/E shall provide certification of as-built and/or Record Documents as part of Basic Services.

#### **C.15 ADDITIONAL SERVICES**

- A. Each SA shall have, as part of Additional Services and Reimbursable Expenses, hours for additional On-Site Inspections and Special Requirement On-Site Inspections identified on Authorization and Compensation for Additional Service(s) and Reimbursable Expense(s), AS-1 (Exhibit J.4). At minimum, twenty-five percent (25%) of the hours the A/E agrees to provide as part of Basic Services for On-Site Inspections and Special Requirement On-Site Inspections shall be identified on Exhibit J.4, AS-1. Hours identified as part of Additional Service(s) and Reimbursable Expenses(s) shall include related travel time. Use of these hours must be approved by the TDCJ Project Architect/Engineer and are to be used for activities that include, but are not limited to:
1. Additional site visits for gathering design information.
  2. Additional Bid Conference, if required.
  3. Additional Monthly Project Review meetings, if required.
  4. Additional On-Site Inspections, if required.
- B. If a Surveyor and/or Geotechnical Engineer is required and identified on Exhibit J.4., justification shall be provided in a narrative as part of the fee Proposal Letter.
- C. Each SA shall have fees for Miscellaneous requirements identified on Exhibit J.4, AS-5. At a minimum, five percent (5%) of the total Basic Services shall be identified for AS-5.

- D. Any required services either requested by the Department or proposed by the A/E that is not identified in Basic Services (such as geotech studies, etc.) and intended to be provided as Additional Services must be justified in the Proposal Letter in response to the Request for Fee Proposal. Service(s) provided under Exhibit J.4, AS-1, AS-7 and AS-8 are exempt from justification in the Proposal Letter in response to the Request for Fee Proposal. Subsequent SA Modifications that may require increases in these items will require this justification.
- E. If a subcontractor is included as part of Additional Services and has a total proposed participation greater than \$25,000.00, that reimbursement will be requested in multiple payments, not as a single one-time invoice. Exhibits J.3, J.4 and J.12 must be provided for the subcontractor. This requirement does not alter requirements related to the HUB Subcontracting Plan.

#### **C.16 WARRANTY OF FINAL DOCUMENTS**

The A/E shall bring any questions concerning the design to the attention of the Department during the construction phase. The A/E shall verify that final documents have been field checked to eliminate conflicts and interference, and shall provide interpretation of Construction Documents to clarify any omissions and/or errors.

#### **C.17 DISCREPANCIES**

In the event that design discrepancies or deficiencies become apparent during the construction phase, the A/E shall be responsible for correction of the design and shall furnish the Department with all required documents to enable the Department to award a change order to correct the error.

## SECTION D - REPORTS AND DATA

## D.1 REPORTS REQUIRED FROM A/E

The reports in this Section shall be provided by the A/E during the Contract Term. This list may be revised to delete, modify or add reports at the Department's sole discretion.

| REPORTS AND DATA                                                   |                                                                  |                                           |
|--------------------------------------------------------------------|------------------------------------------------------------------|-------------------------------------------|
| DUE DATE                                                           | REPORT ITEM                                                      | AUTHORITY                                 |
| <i>MONTHLY</i>                                                     |                                                                  |                                           |
| Fifth (5 <sup>th</sup> ) Day of each Month to Contract Specialist  | HUB Subcontracting Plan (HSP) Prime Contractor Assessment Report | Contract, Section H.2.2.D and Exhibit J.1 |
| <i>OTHER</i>                                                       |                                                                  |                                           |
| Upon Contract award, renewal or replacement to Contract Specialist | Insurance Certificates                                           | Contract, Section H.1                     |



## SECTION E - INSPECTION AND ACCEPTANCE

### E.1 INSPECTION AND ACCEPTANCE OF SERVICES

- A. The Department and other government regulatory agencies have the right to inspect and test all services called for by this Contract, to the extent practicable at all times and places during the Contract Term. The Department shall perform inspections in a manner that will not unduly interfere with the Contractor's performance. The Contractor shall furnish and shall require subcontractors to furnish, at no increase in the Contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.
- B. From time to time the Department shall, subject to limitations provided by law with respect to rights of privacy, have the right to reasonably prompt access and to examine all records of the Contractor related specifically to the services being provided, including all financial books and records, employee records including time and attendance and payroll records and any and all records generated by the Contractor and its subcontractors in connection with performance of this Contract.
- C. If subject to the outcome of an audit or inspection, it is determined that the Contractor is in non-compliance with any provisions of this Contract and/or that money is owed to the Department by the Contractor, then the Department may exercise its rights of recovery of money owed as authorized in Section G.3.7 of this Contract.
  - 1. If any of the services are non-compliant with the Contract requirements as identified by the Department, the Contractor shall be notified describing specific areas of non-compliance. The Contractor shall have a twenty (20) Day period to file a written response detailing corrective action(s) taken to address all items of non-compliance. The response must include supporting documentation which verifies execution of corrective action(s) taken. Unless otherwise specified or previously agreed to by the Department, the submission of a corrective action plan shall not be accepted as corrective action. For all items of non-compliance satisfactorily resolved by agreement between the Contractor and the Department, no further action regarding such items shall be taken.
  - 2. If any of the services are non-compliant with the Contract requirements, as identified by a Government agency, the Contractor must resolve all items identified as a non-compliant by the deadline established by the agency.

### E.2 AUTHORITY TO AUDIT

- A. The Contractor understands that acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. The Contractor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested.
- B. The Contractor shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the Contractor and the requirement to cooperate is included in any subcontract it awards.

- C. The Contractor shall reimburse the State of Texas for all costs associated with enforcing this provision.
- D. See Section H.4, Books and Records, concerning record retention.

### **E.3 AUDITS BY OTHER AGENCIES**

- A. The Contractor shall provide entry at all times by the Texas Board of Criminal Justice (TBCJ) and the Department's authorized employees/agents for inspections and other official purposes. The Governor, members of the Legislature and all other members of the Executive and Judicial Departments of the State, as well as any other persons designated by the Department including Office of the Inspector General, shall be allowed to monitor the delivery of all services called for by this Contract.
- B. Upon receipt of audit or inspections pertaining to services under this Contract that are conducted by agencies or entities other than the Department, the Contractor shall provide copies thereof to the Department within thirty (30) Days. The Contractor shall provide to the Department copies of responses to audit or inspections within seven (7) Days of issuance. Audit or inspections shall include allegations or complaints involving the performance of the Contractor and its employees (including consultants, independent contractors and their employees, agents and volunteer workers).

### **E.4 FRAUD, WASTE OR ABUSE**

- A. In accordance with Texas Government Code, Chapter 321, the State Auditor's Office (SAO) is authorized to investigate specific acts or allegations of impropriety, malfeasance, or nonfeasance in the obligation, expenditure, receipt or use of State funds.
- B. If there is a reasonable cause to believe that fraud, waste or abuse has occurred at this agency, it can be reported to the SAO by calling 1-800-892-8348 or at the SAO's website at [www.sao.texas.gov](http://www.sao.texas.gov). It can also be reported to the TDCJ Office of the Inspector General at 1-866-372-8329, the TDCJ Internal Audit Division at 936-437-7100, or Crime Stoppers at 1-800-832-8477.

**SECTION F - DELIVERIES OR PERFORMANCE****F.1 CONTRACT TERM**

The Contract will consist of a two (2) year six (6) month Base Period (March 15, 2017 through August 31, 2019) and three (3) one-year Option Periods (September 1, 2019 through August 31, 2020, September 1, 2020 through August 31, 2021 and September 1, 2021 through August 31, 2022). The Contract may be extended for an additional six-month period per Section I.16, Option to Extend Services. The terms, conditions and rates for all extensions shall remain as stated in the Contract.

**F.2 DESIGN WITHIN FUNDING LIMITATIONS**

- A. The Contractor shall accomplish the Design Services required under this Contract so as to permit the award of a Construction Contract, using standard procedures for the construction of the project designed at a price that does not exceed the estimated Construction Contract price. When bids or proposals for the Construction Contract are received that exceed the Estimated Construction Cost, at the Department's request, the Contractor shall provide analysis and justification for the disparity between the Estimated Construction Cost and the bids or proposals received. These additional services shall be performed at no increase in the price of the Service Authorization or Letter of Engagement.
- B. The Contractor will promptly advise the FD Representative if it finds that the project being designed will exceed or is likely to exceed the funding limitations and it is unable to design a usable project within these limitations. Upon receipt of such information, the FD Representative will review the Contractor's revised Estimated Construction Cost. The Department may adjust such estimated Construction Contract price.

**F.3 RESPONSIBILITY OF THE ARCHITECT/ENGINEER**

The Contractor shall be responsible for the professional quality, technical accuracy and the coordination of all designs, drawings, specifications and other services furnished by the Contractor under this Contract. The Contractor shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications and other services. Neither the Department's review, approval or acceptance of, nor payment for, the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Contractor shall be and remain liable to the Department in accordance with applicable law for all damages to the Department caused by the Contractor's negligent performance of any of the services furnished under this Contract. The rights and remedies of the Department provided for under this Contract are in addition to any other rights and remedies provided by law. If the Contractor is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

**F.4 DEFINITION OF A DESIGN DEFICIENCY**

- A. A design deficiency consists of either design errors or omissions. Examples of design deficiencies for which a Contractor has potential liability are identified below:
  - 1. Conflicts between plans and specifications.
  - 2. Conflicts within either the plans or specifications.

3. Designs which result in inadequate structures or systems to support necessary loads, carry necessary fluids or power, or provide sufficient heating or cooling.
  4. Designs which do not perform intended functions.
  5. Omissions of architectural, structural, mechanical, electrical, or other components necessary for the safe, efficient, and proper functioning of the design item.
  6. Omission of specifications or plans necessary to properly instruct Construction Contractors during Contract performance.
- B. While this list is not all-inclusive, it generally identifies those situations where the issue of Contractor liability should be evaluated.

#### **F.5 EXTENT OF LIABILITY**

The extent of Contractor liability can be evaluated as either:

- A. Liability for Document Errors or Omissions: The Contractor is liable for correcting any error or omission in design, drawings, specifications, or other services furnished by the firm. Corrections are at no cost to the Department. This liability is not absolved by Department reviews, approvals, acceptance of Work, or payments for Work, provided that the private Contractor be notified at the time a problem with project plans or specifications is identified by the Department.
- B. Liability for Damages: When the Department incurs additional costs that result from design deficiencies (errors or omissions), such as a change order, the extent of Contractor liability is determined by the professional judgment of the FD Representative with the advice of technical personnel and legal counsel. The extent of liability is evaluated against four conditions, which must be met:
1. The change order must be attributable to the design error or omission;
  2. The design error or omission must stem from an act or omission by the Contractor;
  3. The act or omission on the Contractor's behalf must result from his/her failure to meet reasonable professional standards; and
  4. The Department must have been damaged either financially, physically, or both.

**All four conditions must be met to assess damages.**

#### **F.6 DEPARTMENT RESPONSIBILITIES FOR CONTRACTOR LIABILITY**

- A. The Department's Design Coordinators and Construction Project Administrator, during Design and Construction, must be sensitive to change orders that may be the result of Contractor design deficiencies (errors and omissions) and/or performance failures. When a change order appears to be the result of a design deficiency or performance failure on the Contractor's behalf, the change order should be evaluated against the four conditions listed in F.5.B.
- B. When the results of this change order evaluation support a conclusion that Contractor liability may be involved, the FD Representative will prepare applicable documentation,

including a written report outlining their conclusions and recommending pursuit of Contractor liability. This documentation, including the report, is to be submitted to the Contract Specialist to process for further action. If the Department's evaluation also results in a determination of Contractor design deficiency and/or performance failure, Contractor liability will be pursued.



**SECTION G - CONTRACT ADMINISTRATION DATA****G.1 CLAUSES INCORPORATED BY REFERENCE**

This Contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contract Specialist will make their full text available.

Texas Government Code, Chapter 2251, Payment For Goods and Services

**G.2 AUTHORITY – AUTHORIZED REPRESENTATIVES AND CONTRACT SPECIALIST****G.2.1 Authorized Representative**

- A. In the case of the Contractor, its President or any Vice President shall designate the Authorized Representative in writing. The designation of the Contractor's initial Authorized Representative shall be delivered to the Department no later than the effective date of this Contract. The Contractor's Authorized Representative may designate other persons to assist such Authorized Representative in the performance of certain obligations required by this Contract.
- B. In the case of the Department, the Executive Director is hereby designated as its Authorized Representative. The Executive Director has designated the Chief Financial Officer to act in his/her behalf on matters requiring signature approval of the Authorized Representative. The Facilities Division Director has been designated to act on behalf of the Executive Director on all matters pertaining to the daily operations and compliance with this Contract. The Department's Authorized Representatives may designate other persons to assist such Authorized Representatives in the performance of certain obligations of this Contract.
- C. At any time, any party may designate any person as its Authorized Representative by delivering to the other party a written designation signed, if on behalf of the Contractor by its President or any Vice President, or if on behalf of the Department by the Executive Director. Such designations shall remain effective until new written instruments are filed with or such notice is given to the other party that such designations have been revoked.
- D. The Department's Authorized Representative (the Executive Director) or his/her designated representative (Chief Financial Officer) is the only person authorized to make or approve changes in any of the requirements of this Contract, and notwithstanding any clauses contained elsewhere in this Contract, the said authority remains solely with the Executive Director or his/her designated representative. In the event the Contractor makes any change at the direction of any person other than the Executive Director or his/her designated representative, the change will be considered to have been made without authority and no adjustment will be made in the Contract price to cover any increase in cost incurred as a result thereof.

**G.2.2 Contract Specialist**

- A. The Contract Specialist for administration of this Contract is Reita Johnson.
- B. The telephone number for the Contract Specialist is (936) 437-7135.
- C. The facsimile number of the Contract Specialist is (325) 223-0310.

- D. The e-mail address of the Contract Specialist is reita.johnson@tdcj.texas.gov.
- E. The Contract Specialist is responsible for general administration of this Contract, negotiation of any changes and final issuance of written changes/modifications to this Contract.

### **G.2.3 Technical Coordinator**

- A. The Technical Coordinator is Debra Durda.
- B. The telephone number for the Technical Coordinator is (936) 437-7390.
- C. The facsimile number of the Technical Coordinator is (936) 437-7379.
- D. The e-mail address of the Technical Coordinator is debra.durda@tdcj.texas.gov.
- E. The Technical Coordinator is not authorized to make any representations or commitments of any kind on behalf of the Executive Director of the Department or his/her designated representative (Chief Financial Officer), or the State of Texas.
- F. The Technical Coordinator does not have the authority to alter the Contractor's obligations or to change the Contract specifications, price, terms or conditions.
- G. If, as a result of technical discussions, it is desirable to modify Contract obligations or the statement of work, changes will be issued in writing and signed by the Executive Director of the Department or his/her designated representative (Chief Financial Officer).

## **G.3 INVOICES AND PAYMENTS**

### **G.3.1 Payment by Direct Deposit**

- A. It is recommended that the Contractor receive payments via electronic funds transfer (EFT), also known as Direct Deposit.
- B. Regardless as to whether Direct Deposit is chosen, upon Contract award the Contractor shall submit a completed Vendor Maintenance Direct Deposit and Substitute W-9 Form to the following address:

Texas Department of Criminal Justice  
Accounts Payable  
P.O. Box 4018  
Huntsville, Texas 77342-4018

If the Contractor has previously submitted a completed Vendor Maintenance Direct Deposit and Substitute W-9 Form to the Department for another separate contract, another form is not required to be submitted.

The form and instructions can be found at the following link on the TDCJ website: [www.tdcj.texas.gov/divisions/finance/finance\\_acct\\_accts\\_pay.html](http://www.tdcj.texas.gov/divisions/finance/finance_acct_accts_pay.html).

In the event the Contractor elects to decline Direct Deposit on the Vendor Maintenance Direct Deposit and Substitute W-9 Form, the Payment will be mailed to the following remittance address:

Charles Gojer & Associates, Inc.  
11615 Forest Central Dr., Ste. 303  
Dallas, TX 75243

### **G.3.2 Payments under Fixed Price Architect/Engineer Contracts**

Payments shall be made based on the approved Compensation for Basic Services (Exhibit J.3) and the Cost Estimate Form (Exhibit J.12) as described in Format For Reporting Fees For Basic Services, Additional Services And Reimbursable Expenses (Exhibit J.2), according to the following schedule:

- A. Technical Document Review, Contractual Document Review and Construction Documents Phases:
  - 1. Payments during these phases are directly related to the Document Review submittal schedule.
  - 2. An amount not to exceed 50% of payments for these phases may be approved upon successful conclusion of the Preliminary Engineering Review for the applicable phase. (Reference C.12.1.F and C.12.1.G).
  - 3. The remaining amount for the applicable phase may be approved upon return of Review Comments by the Department for the applicable phase.
- B. Bid Services: Upon award of a Contract for construction, 100% of the Bid Services fee will be approved. If a contract is not awarded, 50% of the Bid Services will be approved and the remaining 50% will be approved upon successful award of the Construction Contract.
- C. Construction Administration: Payments will be approved up to the level of completed in place construction as determined by the Department.

### **G.3.3 Compensation for Additional Services**

- A. The Department recognizes that the Contractor has entered into this Contract and has offered to furnish the services hereunder based upon the Department Policies in effect as of the date of this Contract.
- B. If there are changes in such Department Policies which changes are not as a result of changes in laws, government regulations or court orders generally applicable to the Department and which necessitate a change in the Scope of Services furnished by the Contractor so as to increase the cost of performing other services contemplated in this Contract, then the Contractor may be provided extra compensation for the additional services required.
- C. The Contractor shall request in writing, together with such supporting documentation or information as the Department may reasonably request, the additional compensation the Contractor desires to offset the Contractor's increase in costs for furnishing the additional services because of such change in the Department Policies.
- D. In the event that such changes in the Department Policy are the result of changes in laws or government regulations, the Contractor shall be financially responsible for incurring any additional cost to comply with the terms of such policies and this Contract.

**G.3.4 Late Payment**

Any amount owed to the Contractor more than one (1) day beyond the date such amount is due as described in Section G.3.2 hereof shall accrue interest each day that such amount is not paid at the rate specified by Texas Government Code, Section 2251.025, provided, however, that this provision shall not excuse failure by the Department to make payment in strict accordance with this Contract.

**G.3.5 Payment of Debt Owed to the State of Texas**

As required by Texas Government Code, Section 2252.903, the Contractor agrees that any payments due under this Contract shall be directly applied towards eliminating any debt or delinquency including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support, until the debt is paid in full. The Contractor shall comply with rules adopted by the Department under Texas Government Code Sections 403.055, 403.0551, 2252.903, and other applicable laws and regulations regarding satisfaction of debts or delinquencies to the State of Texas.

**G.3.6 Right to Offset**

In the event the Department determines that the Contractor owes money to the Department under any Contract or purchase order, the Department, upon providing the Contractor with written notice of its intent to offset, shall have the right to withhold monies due to the Contractor with respect to this Contract or purchase order or with respect to any contract or purchase order with the Department and apply such monies to the money due the Department.

**G.3.7 Withholding of Payment**

- A. The Department shall have the right to withhold payment or require the return of funds in the case of non-compliance with the Department's regulations, standards and policies.
- B. The Contractor agrees that the Department shall not pay interest to the Contractor for monies so withheld.
- C. The payment withheld shall be released upon the Department's satisfaction that compliance has been achieved for thirty (30) consecutive Days.
- D. The Department shall withhold the final payment to the Contractor pending the Department's acceptance.
- E. In the event that money is due to the Department for the Contractor's failure to provide adequate maintenance or replacement of the property as required in this Contract, the amount required for the Department to correct deficiencies and replace property will be withheld from the final payment.
- F. With the exception of disputed issues, such withholding of final payment by the Department shall not exceed one hundred twenty (120) Days from date of Contract termination.

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

### H.1 INSURANCE REQUIREMENTS

- A. The Contractor shall not commence Work under this Contract until it has obtained all the following insurance written by companies approved by the State of Texas and acceptable to the Department. It is recommended that coverage be with a company or companies having both a Financial Strength Rating of "A" or better and Financial Size Category Class of "VI" or better from A.M. Best Company, Inc.
- B. The insurance shall be evidenced by delivery to the Department of certificates of insurance executed by the insurer or its authorized agent stating coverage, limits, expiration dates and compliance with all applicable required provisions.
- C. Upon request, the Department shall be entitled to receive without expense, copies of the policies and all endorsements. Copies and changes to the initial insurance policies, including extensions, renewals, cancellations and revisions shall be submitted to the Contract Specialist within thirty (30) Days of the effective date.
- D. Subject to the Contractor's right to maintain reasonable deductibles, the Contractor shall obtain and maintain in full force and effect for the duration of this Contract and any extension hereof, at the Contractor's sole expense, insurance coverage in the following type(s) and amounts:
  - 1. **Workers' Compensation** with statutory limits; **Employers Liability** with minimum limits for bodily injury: a) by accident, \$100,000 per each accident b) by disease, \$100,000 per employee with a per policy aggregate of \$1,000,000.
  - 2. **Commercial Automobile Liability Insurance** covering owned, hired, and non-owned vehicles, with a minimum combined bodily injury (including death) and property damage limit of \$1,000,000 per occurrence.
  - 3. **Commercial General Liability Insurance** including, but not limited to, Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, independent contractors and Contractual Liability with minimum combined bodily injury (including death) and property damage limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate.
    - a. If this insurance is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than sixty (60) months following completion of the Contract and acceptance by the Department.
    - b. Coverage, including any renewals, shall contain the same retroactive date as the original policy applicable to this Contract. Civil Rights Liability must be provided with the same liability limits. It may be included within the General Liability policy or written on a separate policy.
  - 4. The Department shall be named as an additional insured by using endorsement CG2026 or broader.
  - 5. If the Contractor is a licensed or certified person who renders professional services, then **Professional Liability** (including Errors and Omissions) including coverage for the



rendering of, or failure to render, professional services with minimum limits of \$1,000,000 per occurrence, \$1,000,000 annual aggregate.

- a. If the insurance described above is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than twenty-four (24) months following completion of the Contract and acceptance by the Department.
- b. Coverage, including any renewals, shall have the same retroactive date as the original policy applicable to this Contract.

#### **H.1.1 Required Provisions**

The Contractor agrees that with respect to the above required insurance, all insurance contracts and certificate(s) of insurance will contain and state, in writing, the following required provisions:

- A. Name the Department and its officers, employees and elected representatives as additional insured to all applicable coverages.
- B. Waive subrogation against the Department, its officers and employees, for bodily injury (including death), property damage or any other loss, to all applicable coverages.
- C. Provide that the Contractor's insurance is the primary insurance in regards to the Department, its officers, employees and elected representatives.
- D. Provide that all provisions of this Contract concerning liability, duty and standard of care, together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.
- E. Ensure that all certificates of insurance identify the Service or product being provided and the name of responsible party.
- F. The Contractor, through an insurance agent licensed by the State of Texas, shall obtain all insurance coverage and an insurance company licensed to issue such coverage in this state shall provide such coverage. No "self-insurance" coverage shall be acceptable. All policies shall include a provision requiring at least thirty (30) Days prior written notice of cancellation to the Department.
- G. All insurance coverage obtained by the Contractor shall continue in full force and effect during the Contract Term. No contract shall be entered into between the Contractor and the Department unless insurance coverage binders are received by the date scheduled for the execution of the Contract. Proof of insurance policies must be delivered prior to the date on which the services of the Contractor shall commence.
- H. The Contractor may choose the amount of deductible for any other insurance coverage required (above) to be obtained by the Contractor, but in no event shall such deductible for each occurrence exceed five (5) percent of the required yearly aggregate limit of coverage.
- I. The Contractor is responsible for the first (1<sup>st</sup>) dollar defense coverage. All general liability and professional liability policies shall provide defense in addition to the policy limits.

- J. The limits required herein are minimum acceptable. However, these limits are not to be construed as being the maximum any prospective contractor may wish to purchase for their own benefit.
- K. As with respect to the total limits of liability required, any combination of primary and/or umbrella coverage may satisfy those totals. However, if an umbrella is used, coverage must be at least as broad as the primary coverage.

## **H.2 SUBCONTRACTORS**

- A. The Contractor may subcontract for the performance of any of its responsibilities to provide services pursuant to this Contract.
- B. No contractual relationship shall exist between the Department and any subcontractor and the Department shall accept no responsibility whatsoever for the conduct, actions, or omissions of any subcontractor selected by the Contractor.
- C. The Contractor shall be responsible for the management of the subcontractors in the performance of their Work.
- D. A subcontractor may not work directly with the Department in any manner and shall not be included in Contract negotiations, renewals, audits or any other discussions except at the request of the Department.
- E. Unless waived in writing by the Department, the subcontract shall contain the following:
  - 1. An acknowledgement that the subcontract is subject to the Contract between the Department and the Contractor (the "Master Contract").
  - 2. The subcontractor shall agree to comply with the terms of the Master Contract to the extent applicable with respect to goods and services being provided under the subcontract. It is the intention of the parties of the subcontract that the subcontractor shall "stand in the shoes" of the Contractor with respect to fulfilling the duties and obligations of the Contractor to the Department under the Master Contract.
  - 3. The Department shall be deemed a "third party beneficiary" to the subcontract.
  - 4. The subcontract shall contain the required Authority to Audit clause referenced in Section E.2.
  - 5. The subcontract shall contain the required Non-Discrimination clause referenced in Section I.12.

### **H.2.1 Insurance**

The Contractor shall require all subcontractors to obtain, maintain, and keep in force insurance coverage in accordance with accepted industry standards and the Contract during the time they are engaged hereunder.

### **H.2.2 Historically Underutilized Business (HUB)**

- A. The Contractor shall make a good faith effort to award necessary subcontracts to HUBs in accordance with Texas Government Code, Sections 2161.181-182, 2161.252(b), and Texas

Administrative Code (TAC), Title 34, Part 1, Chapter 20, Subchapter D, Division 1, Rule 20.285. Pursuant to the Statewide Support Services Division HUB Rules, TAC, Title 34, Part 1, Chapter 20, Subchapter D, Division 1, Rule 20.285, the Contractor shall submit a HUB Subcontracting Plan (HSP) as part of the proposal submission, as well as make a good faith effort to implement the HSP. The Contractor shall seek written approval from the Department prior to making any modifications to its HSP.

- B. A detailed description of the HSP and required forms to be submitted with the proposal submission are included as Exhibit J.1.
- C. The Contractor shall provide notice to all subcontractors of their selection as a subcontractor for this Contract. The notice must specify, at a minimum, this Department's name, the name of the Contract Specialist, this Contract's assigned contract number, the subcontracting opportunity the subcontractor will perform, the approximate dollar value of the subcontract and the expected percentage of this Contract's total value that the subcontract represents. A copy of the notice shall be provided to the Contract Specialist no later than ten (10) working days after this Contract is awarded.
- D. The Contractor shall submit to the Contract Specialist on a monthly basis, by the fifth (5<sup>th</sup>) Day of the following month, the Prime Contractor Progress Assessment Report, which is included in Exhibit J.1.

### **H.3 UTILIZATION OF PRODUCTS AND MATERIALS PRODUCED IN TEXAS**

- A. The Contractor shall comply with Texas Government Code, Section 2155.4441, relating to service contract use of products produced in the State of Texas.
- B. In performing services under this Contract, the Contractor shall purchase products and materials produced in the State of Texas when they are available at a price and time comparable to products and materials produced outside of Texas.

### **H.4 BOOKS AND RECORDS**

All records and documents pertinent to the services contracted hereunder shall be kept for a minimum of seven (7) years after termination hereof. If any litigation, claim, or audit involving these records begins before the retention period expires, the Contractor must continue to retain said records and documents until all litigation, claims or audit findings are resolved, meaning that there is a final court order from which no further appeal may be made, or a written agreement is entered into between the Contractor and the Department.

### **H.5 ORGANIZATIONAL AND NAME CHANGE**

The Contractor shall submit written notification to the Department of any changes in the Contractor's name, address, telephone number, facsimile number and/or e-mail address with an effective date of such change. The Contractor shall submit to the Department a copy of any registration "to do business as," "DBA," or "also known as," "AKA," and any legal corporate name change filed with the Secretary of State.

### **H.6 FREE EXERCISE OF RELIGION**

The Contractor is prohibited from substantially burdening an employee's or Offender's Free Exercise of Religion.

## H.7 SECURITY

The Contractor's employees and representatives vehicles and equipment must be under security surveillance at all times and are subject to inspection at any time while on State property. The Contractor agrees to abide by all the Department's policies and unit rules and regulations on State property. These rules, in part, prohibit the introduction of alcohol, narcotics, weapons, gambling paraphernalia, pagers or cellphones to any State property. The Contractor's employees may not carry more than twenty-five dollars (\$25.00) in cash into the Department's units. This includes having these items in the personal vehicles of on-site employees. Tobacco products are strictly prohibited on TDCJ Units, but are allowed in the personal vehicles of on-site employees or in designated smoking areas. All vehicles must be kept locked when not in use and the Contractor's employee must stay with the vehicle when it is unlocked.

The Contractor may be required to provide a completed TDCJ Non-Employee Background Questionnaire (Exhibit J.10) for any Contractor or consultant that will be going onto State property.

**SECTION I - CONTRACT CLAUSES****I.1 AVAILABILITY OF FUNDS FOR NEXT FISCAL YEAR**

- A. Funds are not presently available for performance under this Contract beyond August 31, 2019.
- B. The Department's obligation for performance of this Contract beyond that date is contingent upon legislative approval and the availability of appropriated funds from which Payment for Contract purposes can be made.
- C. No legal liability on the part of the Department for any Payment may arise for performance under this Contract beyond August 31, 2019, until funds are made available to the Department for performance and until the Contractor receives notice of availability.
- D. Refer to paragraph, Section I.3.4.C, Termination for Unavailability of Funds, for the Department's right to terminate this Contract in the event it is appropriated insufficient funds.

**I.2 ADVERTISING OF AWARD**

The Contractor agrees not to refer to awards in commercial advertising in such a manner as to state or imply that the product or Service provided is endorsed or preferred by the Department or is considered by the Department to be superior to other products or services.

**I.3 DEFAULT AND TERMINATION****I.3.1 Default by the Contractor**

Each of the following shall constitute an Event of Default on the part of the Contractor:

- A. A material failure to keep, observe, perform, meet, or comply with any covenant, agreement, term, or provision of this Contract to be kept, observed, met, performed, or complied with by the Contractor hereunder, when such failure continues for a period of twenty (20) Days after the Contractor's receipt of written notice thereof;
- B. A material failure to meet or comply with Department policy, federal or state requirement or law, when such failure continues for a period of twenty (20) Days after the Contractor's receipt of written notice thereof;
- C. The Contractor's material failure to comply with any Department Policy for which the Contractor has been expressly required to comply and for which the Contractor has not received a prior written waiver from the Department, when such failure continues for a period of twenty (20) Days after the Contractor's receipt of written notice thereof;
- D. Insolvency of the Contractor as evidenced by any of the following occurrences:
  - 1. Its inability to pay its debts;
  - 2. Any general assignment for the benefit of creditors;



3. Any decree or order appointing a receiver or trustee for it or substantially all of its property to be entered and, if entered without its consent, not to be stayed or discharged within sixty (60) Days;
  4. Any proceedings under any law relating to bankruptcy, insolvency, or the reorganization or relief of debtors to be instituted by or against it and, if contested by it, not to be dismissed or stayed within sixty (60) Days; or
  5. Any judgment, writ of attachment or execution, or any similar process to be issued or levied against a substantial part of its property which is not released, stayed, bonded, or vacated within sixty (60) Days after issue or levy.
- E. The discovery by the Department that any statement, representation or warranty in this Contract is false, misleading, or erroneous in any material respect; or
- F. A failure by the Contractor to comply with contractual terms and conditions, resulting in a breach of security or health and safety standards. This Event of Default may result in the immediate termination of this Contract.

### **I.3.2 Further Opportunity to Cure**

- A. If an Event of Default of the type specified in Section I.3.1 occurs and the Contractor reasonably believes that such Event of Default cannot be cured within the twenty (20) Days allowed in Section I.3.1 but that such Event of Default can be cured through a diligent, on-going, and conscientious effort on the part of the Contractor, within a reasonable period not to exceed three (3) months, then the Contractor may, within the twenty (20) Day cure period, submit a detailed plan for curing the Event of Default to the Department.
- B. Upon receipt of any such plan for curing an Event of Default, the Department shall promptly review such plan and at its discretion, which must be reasonable in the circumstances, may allow, or not allow, the Contractor to pursue such plan of cure.
- C. The decision of the Department will be communicated in writing to the Contractor.
- D. The Department agrees that it will not exercise its remedies thereunder with respect to such Event of Default for so long as the Contractor diligently, conscientiously, and timely undertakes to cure the Event of Default in accordance with the approved plan.
- E. If the Department does not allow the Contractor an extension of the cure period, the twenty (20) Day time period shall be tolled during the period of time the request is pending before the Department.

### **I.3.3 Remedy of the Department**

When an Event of Default by the Contractor has been determined to exist, the Department's Authorized Representative will notify, in writing, the Contractor of such Event of Default, and subject to the provisions of Section I.3.2, the Department will have the right to pursue any remedy it may have by law or in equity including, but not limited to:

- A. Reducing its claim to a judgment;

- B. Taking action to cure the Event of Default, in which case the Department may offset against any Payments owed to the Contractor all reasonable costs incurred by the Department in connection with its efforts to cure such Event of Default;
- C. Withholding of funds as authorized in Section G.3.7; or
- D. Exercising a Termination for Default.
  - 1. In the event of Termination for Default the Department shall offset against Payments owed to the Contractor any reasonable amounts expended by the Department to cure the Event of Default.
  - 2. The Department will have no further obligations to the Contractor after such termination.
  - 3. The Department may also acquire, in the manner the Department considers appropriate, services similar to those terminated and the Contractor will be liable to the Department for any increase in costs for those services.
  - 4. The Contractor shall not be liable for any increase in costs if the failure to perform the Contract arises from and without the fault or negligence of the Contractor as follows:
    - a. Acts of God or of the public enemy;
    - b. Acts of the State in either its sovereign or contractual capacity;
    - c. Fires;
    - d. Floods;
    - e. Epidemics;
    - f. Quarantine restrictions;
    - g. Strikes;
    - h. Freight embargoes; and
    - i. Unusually severe weather.

In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

#### **I.3.4 Termination for Unavailability of Funds**

- A. The Payment of money by the Department or the State under any provisions hereof is contingent upon the availability of funds appropriated by the Legislature to an agency or department of the State to cover the provisions hereof.
- B. Neither the State, the Department nor its elected officials, officers, employees, agents, attorneys or other individuals acting on behalf of the State, make any representations or warranty as to whether any appropriation will, from time to time during the Contract Term, be made by the Legislature of the State.

- C. In the event State funds for this Contract become unavailable due to Non-Appropriation, the Department will have the right to terminate the Contract without penalty.
- D. The Contractor acknowledges that the Department does not receive a "line item appropriation".
  - 1. If the funds appropriated are not sufficient to pay for the Department's operating expenses, contractual obligations and other financial obligations, the Department, in its sole discretion, will determine what operating expenses, contractual obligations and other financial obligations it will pay.
  - 2. In the event the Department determines it was not appropriated sufficient money, the Department may terminate this Contract without paying the Contractor any additional money or penalty, provided that the Department will pay the Contractor for obligation that occurred up to the time of termination.

### **I.3.5 Non-Appropriation Effect and Remedy**

An event of Non-Appropriation shall not cause the Department to be in default hereunder, but upon any such event of Non-Appropriation, this Contract shall automatically terminate as of the last day of the Biennium for which appropriations have been made.

### **I.3.6 Termination for Convenience**

The Department may, in its sole discretion, terminate this Contract with or without cause, by providing the Contractor with sixty (60) Days prior written notice of such termination.

### **I.3.7 Termination by Mutual Agreement**

The parties may terminate this Contract by mutual agreement, the terms of which shall be set forth in writing.

### **I.3.8 Termination Procedures**

- A. Upon Termination for Default, Termination for Convenience, Termination by Mutual Agreement or Termination for Unavailability of Funds as heretofore mentioned, the following procedures will be adhered to:
  - 1. The Department will immediately notify the Contractor in writing specifying the effective termination date.
  - 2. After receipt of the Notice of Termination, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due at that point in the Contract:
    - a. Place no further subcontracts or orders in support of this Contract;
    - b. Terminate all subcontracts; and
    - c. Cancel all orders as applicable.
- B. Upon termination, the Contractor shall be entitled to receive from the Department payment for all services satisfactorily furnished under this Contract up to and including the date of

termination. Claims submitted after one hundred eighty (180) Days from the date of termination will not be considered.

### **I.3.9 Default by the Department**

Each of the following shall constitute an Event of Default on the part of the Department:

- A. Failure by the Department to observe and perform any material covenant, condition, or agreement on its part to be observed or performed; or
- B. Its failure or refusal to substantially fulfill any of its material obligations hereunder, unless caused by the default of the Contractor; and
- C. Unless cured by the Department within twenty (20) Days after receiving written notice thereof.

### **I.3.10 Remedy of the Contractor**

Upon an Event of Default by the Department, the Contractor's sole remedy shall be to follow the Dispute Resolution Process in Section I.3.11 below.

### **I.3.11 Dispute Resolution**

- A. Any dispute arising under this Contract, which is not disposed of by mutual agreement between the Department and the Contractor shall be resolved as follows:
  - 1. The dispute resolution process provided for in Texas Government Code, Chapter 2260, shall be used, as further described herein, by the Department and the Contractor to attempt to resolve any claim for breach of Contract made by the Contractor.
  - 2. The Contractor's claims for breach of this Contract that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Texas Government Code, Chapter 2260, Subchapter B.
  - 3. To initiate the process, the Contractor shall submit written notice, as required by Texas Government Code, Subchapter B, to the Contracts and Procurement Director or designee, at Two Financial Plaza, Suite 525, Huntsville, Texas 77340.
  - 4. Said notice shall specifically state the provisions of Texas Government Code, Chapter 2260, Subchapter B are being invoked, and shall also be given to all other representatives of the Department and the Contractor otherwise entitled to notice under the parties' Contract.
  - 5. Compliance by the Contractor with Subchapter B is a condition precedent to the filing of a contested case proceeding under Texas Government Code, Chapter 2260, Subchapter C.
  - 6. The contested case process provided in Texas Government Code, Chapter 2260, Subchapter C, is the Contractor's sole and exclusive process for seeking a remedy for an alleged breach of Contract by the Department if the parties are unable to resolve their disputes under subparagraph (A) of this paragraph.

7. Compliance with the contested case process provided in Texas Government Code, Subchapter C is a condition precedent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code.
  8. Neither the execution of this Contract by the Department nor any other conduct of any representative of the Department related to the Contract shall be considered a waiver of sovereign immunity to suit.
- B. In addition to complying with Texas Government Code, Chapter 2260, the Department and the Contractor shall comply with the rule published in the Texas Administrative Code, Title 37, Part 6, Chapter 155, Subchapter C, Rule 155.31.
  - C. At all times during the course of the dispute resolution process, the Contractor shall continue with providing services as directed, in a diligent manner and without delay, shall conform to the Department's directive, decision or order, and shall be governed by all applicable provisions of this Contract.
  - D. Records of the services performed shall be kept in sufficient detail to enable payment in accordance with applicable provisions of this Contract, if this should become necessary.
  - E. This provision shall not be construed to prohibit the Contractor from seeking any other legal or equitable remedy to which it is entitled.

#### **I.4 NO WAIVER OF RIGHTS**

- A. No failure on the part of any party to exercise, and no delay in exercising, and no course of dealing with respect to any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or in the exercise of any other right.
- B. The remedies provided in this Contract are cumulative and non-exclusive of any remedies provided by law or in equity, except as expressly set forth herein.

#### **I.5 INDEMNIFICATION OF THE DEPARTMENT**

##### **I.5.1 Acts or Omissions**

The Contractor shall indemnify and hold harmless the State of Texas, the Department, and the TBCJ, and/or their officers, agents, employees, representatives, contractors, assignees, and/or designees from any and all liability, actions, claims, demands, or suits, and all related costs, attorney fees, and expenses arising out of, or resulting from any acts or omissions of the Contractor or its agents, employees, subcontractors, order fulfillers, or suppliers of subcontractors in the execution or performance of the Contract and any purchase orders issued under the Contract. The defense shall be coordinated by the Contractor with the Office of the Attorney General when Texas State Agencies are named defendants in any lawsuit and the Contractor may not agree to any settlement without first obtaining the concurrence from the Office of the Attorney General. The Contractor and the Department agree to furnish timely written notice to each other of any such claim.



**I.5.2 Infringement**

- A. The Contractor shall indemnify and hold harmless the State of Texas, the Department, and the TBCJ, and or their employees, agents, representatives, contractors, assignees, and/or designees from any and all third party claims involving infringement of United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights in connection with the performances or actions of the Contractor pursuant to this Contract. The Contractor and the Department agree to furnish timely written notice to each other of any such claim. The Contractor shall be liable to pay all costs of defense including attorneys' fees. The defense shall be coordinated by the Contractor with the Office of the Attorney General when Texas State Agencies are named defendants in any lawsuit and the Contractor may not agree to any settlement without first obtaining the concurrence from the Office of the Attorney General.
- B. The Contractor shall have no liability under this Section if the alleged infringement is caused in whole or in part by:
  - 1. Use of the product or service for a purpose or in a manner for which the product or service was not designed;
  - 2. Any modification made to the product without the Contractor's written approval;
  - 3. Any modification made to the product by the Contractor pursuant to the Department's specific instructions;
  - 4. Any intellectual property right owned by or licensed to the Department; or
  - 5. Any use of the product or service by the Department that is not in conformity with the terms of any applicable license agreement.
- C. If the Contractor becomes aware of an actual or potential claim, or the Department provides the Contractor with notice of an actual or potential claim, the Contractor may (or in the case of an injunction against the Department, shall), at the Contractor's sole option and expense:
  - 1. Procure for the Department the right to continue to use the affected portion of the product or service; or
  - 2. Modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that the Department's use is non-infringing.

**I.5.3 Taxes/Workers' Compensation/Unemployment Insurance – Including Indemnity**

- A. The Contractor agrees and acknowledges that during the existence of this Contract, the Contractor shall be entirely responsible for the liability and payment of the Contractor's and the Contractor's employees' taxes of whatever kind, arising out of the performances in this Contract. The Contractor agrees to comply with all State and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and workers' compensation. The Department and/or the State shall not be liable to the Contractor, 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.

- B. The Contractor agrees to indemnify and hold harmless, the Department, the TBCJ, 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 Contract. The Contractor shall be liable to pay all cost of defense including attorneys' fees. The defense shall be coordinated by the Contractor with the Office of the Attorney General when Texas State Agencies are named defendants in any lawsuit and the Contractor may not agree to any settlement without first obtaining the concurrence from the Office of the Attorney General. The Contractor and the Department agree to furnish timely written notice to each other of any such claim.

#### **I.6 NO WAIVER OF DEFENSES**

- A. Neither the Department nor the Contractor shall waive, release or otherwise forfeit any possible defense the Department or the Contractor may have regarding claims arising from or made in connection with the performance of services by the Contractor without the consent of the other party.
- B. The Department and the Contractor shall reserve all such available defenses and cooperate with each other to make such defenses available for each other's benefit to the maximum extent allowed by law, including any defenses the Department may have regarding litigation, losses and costs resulting from claims or litigation pending at the time the Contract becomes effective, or arising thereafter from occurrences prior to the effective date hereof.

#### **I.7 INDEPENDENT CONTRACTOR**

- A. The Contractor is associated with the Department only for the purposes and to the extent set forth herein, and with respect to the performance of services hereunder, the Contractor is and shall be an independent contractor and shall have the sole right to supervise, manage, operate, control and direct the performance of the details incident to its duties hereunder.
- B. Nothing contained herein shall be deemed or construed to create a partnership or joint venture, to create the relationships of an employer-employee or principal-agent, or to otherwise create any liability for the Department whatsoever with respect to the indebtedness, liabilities, and obligations of the Contractor or any other party.
- C. The Contractor shall be solely responsible for (and the Department shall have no obligation with respect to) Payment of all Federal Income, FICA, and other taxes owed or claimed to be owed by the Contractor, arising out of the Contractor's association with the Department pursuant hereto, and the Contractor shall indemnify and hold the Department harmless from and against any and all liability from all losses, damages, claims, costs, penalties, liabilities, and expenses howsoever arising or incurred because of, incident to, or otherwise with respect to any such taxes.

#### **I.8 LAWS OF TEXAS**

This Contract shall be governed by and construed in accordance with the laws of the State of Texas. The venue of any suit arising under this Contract is fixed in any court of competent jurisdiction of Travis County, Texas.

**I.9 ASSIGNMENT**

- A. The Contractor may not assign any interest in this Contract without the prior written consent of the Department which consent the Department may withhold at its sole discretion.
- B. If the Department so elects in its sole discretion, this Contract will terminate upon the occurrence of any of the following:
  - 1. More than fifty percent (50%) of the assets of the Contractor are sold;
  - 2. The Contractor is merged into, acquired by, or consolidated with another corporation or business entity; or is otherwise the subject of reorganization; or
  - 3. Any shareholder or owner of the Contractor who owns at least ten percent (10%) beneficial ownership of the Contractor fails to continue to own at least ten percent (10%).
- C. In the event that any sale, transfer, or assignment, as referenced in paragraph A and B above, is consented to by the Department, the transferee or its legal representative shall agree in writing with the Department to assume, perform and be bound by the covenants, obligations and agreements contained herein.

**I.10 MAINTENANCE OF CORPORATE EXISTENCE AND BUSINESS**

- A. The Contractor, if incorporated, shall at all times maintain its corporate existence and authority to transact business and be in good standing in its jurisdiction of incorporation and the State of Texas.
- B. The Contractor shall maintain all licenses, permits and franchises necessary for its businesses where the failure to so maintain might have a material adverse effect on its ability to perform its obligations under this Contract.

**I.11 APPROVAL OF CONTRACT**

- A. This Contract is subject to written approval of the Executive Director of the Department or the Director's designated representative and shall not be binding until so approved.
- B. For Contracts valued over one million dollars in the Contract Term, the Executive Director's approval shall be given only on the approval of the TBCJ.

**I.12 NON-DISCRIMINATION**

In the performance of this Contract, the Contractor warrants that it shall not discriminate against any employee, subcontractor, participant or provider on account of race, color, disability or perceived disability, religion, sex, national origin, genetic information, or age, and in accordance with the following:

- A. The Contractor shall not discriminate against employees, subcontractors, participants or providers who have or are perceived to have a disability because of Acquired Immune Deficiency Syndrome (AIDS) or Human Immunodeficiency Virus (HIV) infection, antibodies to HIV, or infection with any other probable causative agent of AIDS. The Contractor shall

post notices setting forth the provisions of this Non-Discrimination Clause in conspicuous places, available to employees and applicants for employment.

- B. In all solicitations or advertisements for employees and/or the purchase of services, the Contractor shall state that it is an equal opportunity employer; provided, however, that notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting this requirement.
- C. The Contractor shall include the provisions of the foregoing paragraphs in every subcontract so that such provisions shall be binding upon each subcontractor or vendor.

### **I.13 CONFIDENTIALITY AND OPEN RECORDS**

#### **I.13.1 Confidentiality**

Any confidential information provided to or developed by the Contractor in the performance of the Contract shall be kept confidential unless otherwise provided by law and shall not be made available to any individual or organization by the Contractor or the Department without prior approval of the other party.

#### **I.13.2 Open Records**

In accordance with Texas Government Code, Section 2252.907, the Contractor acknowledges that this Contract and information created or maintained in connection with this Contract is public information and subject to disclosure as provided by Texas Government Code, Chapter 552 (Texas Public Information Act). The Texas Public Information Act may require the Contractor to make information related to this Contract available to the public pursuant to a request for public information. The Contractor agrees, upon request, to make information related to this Contract that is not otherwise excepted from release by the Texas Public Information Act available to the public in hard copy, unless the requestor of the information consents to receive the information in another mutually agreeable format. The Contractor acknowledges that the agency shall not provide legal counsel related to the Contractor's compliance with the Texas Public Information Act.

### **I.14 CONTRACT CHANGES**

- A. Changes/modifications to this Contract (except Contract extensions with administrative changes such as changing the Contract Specialist designation, correcting typographical errors or other unilateral changes discussed elsewhere in this Contract) shall be mutually agreed to by the parties and executed in writing with the authorized signatures.
- B. The Department, at its discretion, may revise funding during the course of this Contract by issuing a unilateral modification to the Contract.

### **I.15 OPTION TO EXTEND THE CONTRACT TERM**

- A. The Department may, at its sole discretion, extend the Contract Term by written notice to the Contractor within ten (10) Days of Contract expiration, provided that the Department shall give the Contractor a preliminary written notice of its intent to extend at least sixty (60) Days before the Contract expires.
- B. The preliminary notice does not commit the Department to an extension.

- C. If the Department exercises this option, the extended Contract shall be considered to include this option provision.

#### **I.16 OPTION TO EXTEND SERVICES**

- A. The Department may require continued performance of any services within the limits and at the rates specified in this Contract.
- B. The Department reserves the right to extend this Contract for a ninety (90) Day period at the end of each Contract and/or extension period for the purpose of re-advertising the Service, awarding a new contract and transitioning into a new contract.
- C. This option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed six (6) months.
- D. The Department may exercise the option by written notice to the Contractor within the period specified in Section I.15.

#### **I.17 SEVERABILITY**

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

#### **I.18 IMMIGRATION**

The Contractor represents and warrants that it will comply with the requirements of the Immigration and Nationality Act (8 U.S.C. § 1101 et seq.) and all subsequent immigration laws and amendments.

#### **I.19 NO LIABILITY UPON TERMINATION**

If this Contract is terminated for any reason, the Department and the State of Texas shall not be liable to the Contractor for any damages, claims, losses, or any other amounts arising from or related to any such termination. However, the Contractor may be entitled to the remedies established in Section I.3.11.

#### **I.20 LIMITATION ON AUTHORITY**

The Contractor shall have no authority to act for or on behalf of the Department or the State of Texas except as expressly provided for in this Contract; no other authority, power or use is granted or implied. The Contractor may not incur any debts, obligations, expenses, or liabilities of any kind on behalf of the State of Texas or the Department.

#### **I.21 INTELLECTUAL PROPERTY INDEMNIFICATION**

- A. The Contractor will indemnify, defend, and hold harmless the State of Texas and the Department against any action or claim brought against the State of Texas and/or the Department that is based on a claim that software infringes any patent rights, copyright rights or incorporated misappropriated trade secrets. The Contractor will pay any damages attributable to such claim that are awarded against the State of Texas and/or the Department in a judgment or settlement.



- B. If the Department's use of the software becomes subject to a claim, or is likely to become subject to a claim, in the sole opinion of the Department, the Contractor shall, at its sole expense (1) procure for the Department the right to continue using such software under the terms of this Contract; or (2) replace or modify the software so that it is non-infringing.

**I.22 ELECTRONIC AND INFORMATION RESOURCES ACCESSIBILITY STANDARDS, AS REQUIRED BY TEXAS ADMINISTRATIVE CODE, TITLE 1, PART 10, CHAPTER 213**

- A. Effective September 1, 2006 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 Texas Administrative Code, Title 1, Part 10, Chapter 213 when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation.
- B. The Contractor shall provide the Department with the 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 the Rehabilitation Act, Section 508), or indicate that the product/service accessibility information is available from the General Services Administration "Buy Accessible Wizard" (<http://www.buyaccessible.gov>). The Contractors not listed with the "Buy Accessible Wizard" or supplying a URL to their VPAT must provide the Department 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/>.

**I.23 RIGHTS TO DATA, DOCUMENTS AND COMPUTER SOFTWARE (STATE OWNERSHIP)**

Any software, research, reports, studies, data, photographs, negatives or other documents, drawings or materials prepared by the Contractor in the performance of its obligations under this Contract shall be the exclusive property of the State of Texas and all such materials shall be delivered to the Department by the Contractor upon completion, termination, or cancellation of this Contract. The Contractor may, at its own expense, keep copies of all its writings for its personal files. The Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than the performance of the Contractor's obligations under this Contract without the prior written consent of the Department; provided, however, that the Contractor shall be allowed to use non-confidential materials for writing samples in pursuit of the work. The ownership rights described herein shall include, but not be limited to, the right to copy, publish, display, transfer, prepare derivative works, or otherwise use the works.

**I.24 FORCE MAJEURE**

- A. Neither the Contractor nor the Department shall be liable to the other for any delay in, or failure of performance, of any requirement included in this Contract caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform.
- B. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome.

- C. Each party must inform the other in writing, with proof of receipt, within three (3) working days of the existence of such force majeure, or otherwise waive this right as a defense.

#### **I.25 NOTICES**

Any written notices required under this Contract will be delivered by carrier service to the Contractor's office address specified on Page 1 of this Contract or by U.S. mail.

Notices to the Department shall be sent to:

Reita Johnson, Contract Specialist II  
Texas Department of Criminal Justice  
Contracts and Procurement Department  
2 Financial Plaza, Suite 525  
Huntsville, Texas 77340

Notice will be effective on receipt by the affected party. Either party may change the designated notice address in this Section by written notification to the other party. This change shall be incorporated with a unilateral modification.

#### **I.26 SUBSTITUTIONS**

Substitutions are not permitted without written approval of the Department.

#### **I.27 U.S. DEPARTMENT OF HOMELAND SECURITY'S E-VERIFY SYSTEM**

- A. By entering into this Contract, the Contractor certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:
1. All persons employed to perform duties within Texas, during the Contract Term; and
  2. All persons (including subcontractors) assigned by the Contractor to perform work pursuant to the Contract, within the United States of America.
- B. The Contractor shall provide, upon request of the Department, an electronic or hardcopy screenshot of the confirmation or tentative non-confirmation screen containing the E-Verify case verification number for attachment to the Form I-9 for the three (3) most recent hires that match the criteria above, by the Contractor, and the Contractor's subcontractors, as proof that this provision is being followed.
- C. If this certification is falsely made, the Contract may be immediately terminated, at the discretion of the State and at no fault to the State, with no prior notification. The Contractor shall also be responsible for the costs of any re-solicitation that the State must undertake to replace the terminated Contract.

## SECTION J - LIST OF EXHIBITS

| EXHIBIT | TITLE                                                                                     | NUMBER OF PAGES |
|---------|-------------------------------------------------------------------------------------------|-----------------|
| J.1     | Historically Underutilized Business (HUB) Subcontracting Plan                             | 4               |
| J.2     | Format for Reporting Fees for Basic Services, Additional Services & Reimbursable Expenses | 2               |
| J.3     | Compensation for Basic Services                                                           | 1               |
| J.4     | Authorization & Compensation for Additional Service(s) and Reimbursable Expense(s)        | 2               |
| J.5     | RESERVED FOR FUTURE USE                                                                   |                 |
| J.6     | Professional Service Authorization                                                        | 1               |
| J.7     | Standards of Conduct for Civilian Employees                                               | 2               |
| J.8     | RESERVED FOR FUTURE USE                                                                   |                 |
| J.9     | RESERVED FOR FUTURE USE                                                                   |                 |
| J.10    | Non-Employee Background Questionnaire                                                     | 3               |
| J.11    | RESERVED FOR FUTURE USE                                                                   |                 |
| J.12    | Cost Estimate Form                                                                        | 5               |
| J.13    | Project Schedule                                                                          | 1               |



# HUB Subcontracting Plan (HSP)

In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

**NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Texas Gov't Code §2161.252(b).**

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.13 are:

- 11.2 percent for heavy construction other than building contracts,
- 21.1 percent for all building construction, including general contractors and operative builders' contracts,
- 32.9 percent for all special trade construction contracts,
- 23.7 percent for professional services contracts,
- 26.0 percent for all other services contracts, and
- 21.1 percent for commodities contracts.

- - Agency Special Instructions/Additional Requirements - -

In accordance with 34 TAC §20.14(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only the aggregate percentage of the contracts expected to be subcontracted to HUBs with which the respondent does not have a continuous contract\* in place for more than five (5) years shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.

The TDCJ HUB goals are defined as:

- 17.5 percent for heavy construction other than building contracts. This goal is higher than the statewide goal and therefore must be the utilized goal for this category,
- 36.9 percent for all building construction, including general contractors and operative builders contracts. This goal is higher than the statewide goal and therefore must be the utilized goal for this category,
- 32.7 percent for all special trade construction contracts,
- 23.6 percent for professional services contracts,
- 24.6 percent for all other services contracts, and
- 21 percent for commodities contracts.

The TDCJ has determined that the HUB Category for this contract falls under the  
**Professional Services Contracts Category.**

The HUB Goal for this category is therefore identified as **23.7 %**.

For assistance in completing the HSP contact:

Sharon Schultz @ 936-437-7026

sharon.schultz@tdcj.texas.gov

## SECTION-1: RESPONDENT AND REQUISITION INFORMATION

- a. Respondent (Company) Name: Charles Gojer & Associates, Inc. State of Texas VID #: \_\_\_\_\_  
 Point of Contact: Charles Gojer, P.E. Phone #: 214-340-1199  
 E-mail Address: cgojer@cgojer.com Fax #: 214-348-8053
- b. Is your company a State of Texas certified HUB? ☒ - Yes ☐ - No
- c. Requisition #: 696-FD-16-Q029 Bid Open Date: 11/10/2016  
(mm/dd/yyyy)

Enter your company's name here: Charles Gojer and Associates, Inc.Requisition #: 696-FD-16-Q029**SECTION-2** RESPONDENT'S SUBCONTRACTING INTENTIONS

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, including **contracted staffing, goods, services, transportation and delivery** will be subcontracted. Note: In accordance with 34 TAC §20.11, a "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:

☐ - **Yes**, I will be subcontracting portions of the contract. (If **Yes**, complete Item b of this SECTION and continue to Item c of this SECTION.)

☒ - **No**, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources, including employees, goods, services, transportation and delivery. (If **No**, continue to SECTION 3 and SECTION 4.)

b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

| Item #                                                              | Subcontracting Opportunity Description | HUBs                                                                                                                                                             |                                                                                                                                                           | Non-HUBs                                                             |
|---------------------------------------------------------------------|----------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------|
|                                                                     |                                        | Percentage of the contract expected to be subcontracted to HUBs with which you do not have a <u>continuous contract</u> * in place for more than five (5) years. | Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract</u> * in place for more than five (5) years. | Percentage of the contract expected to be subcontracted to non-HUBs. |
| 1                                                                   |                                        | %                                                                                                                                                                | %                                                                                                                                                         | %                                                                    |
| 2                                                                   |                                        | %                                                                                                                                                                | %                                                                                                                                                         | %                                                                    |
| 3                                                                   |                                        | %                                                                                                                                                                | %                                                                                                                                                         | %                                                                    |
| 4                                                                   |                                        | %                                                                                                                                                                | %                                                                                                                                                         | %                                                                    |
| 5                                                                   |                                        | %                                                                                                                                                                | %                                                                                                                                                         | %                                                                    |
| 6                                                                   |                                        | %                                                                                                                                                                | %                                                                                                                                                         | %                                                                    |
| 7                                                                   |                                        | %                                                                                                                                                                | %                                                                                                                                                         | %                                                                    |
| 8                                                                   |                                        | %                                                                                                                                                                | %                                                                                                                                                         | %                                                                    |
| 9                                                                   |                                        | %                                                                                                                                                                | %                                                                                                                                                         | %                                                                    |
| 10                                                                  |                                        | %                                                                                                                                                                | %                                                                                                                                                         | %                                                                    |
| 11                                                                  |                                        | %                                                                                                                                                                | %                                                                                                                                                         | %                                                                    |
| 12                                                                  |                                        | %                                                                                                                                                                | %                                                                                                                                                         | %                                                                    |
| 13                                                                  |                                        | %                                                                                                                                                                | %                                                                                                                                                         | %                                                                    |
| 14                                                                  |                                        | %                                                                                                                                                                | %                                                                                                                                                         | %                                                                    |
| 15                                                                  |                                        | %                                                                                                                                                                | %                                                                                                                                                         | %                                                                    |
| Aggregate percentages of the contract expected to be subcontracted: |                                        | %                                                                                                                                                                | %                                                                                                                                                         | %                                                                    |

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at <http://window.state.tx.us/procurement/proc/hub/hub-subcontracting-plan/>).

c. Check the appropriate box (Yes or No) that indicates whether you will be using only Texas certified HUBs to perform all of the subcontracting opportunities you listed in SECTION 2, Item b.

☐ - **Yes** (If **Yes**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)

☐ - **No** (If **No**, continue to Item d, of this SECTION.)

d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract with Texas certified HUBs with which you do not have a continuous contract\* in place with for more than five (5) years, meets or exceeds the HUB goal the contracting agency identified on page 1 in the "Agency Special Instructions/Additional Requirements."

☐ - **Yes** (If **Yes**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)

☐ - **No** (If **No**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed.)

**\*Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service, to include transportation and delivery under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.



Enter your company's name here: Charles Gojer and Associates, Inc.

Requisition #: 696-FD-16-Q029

**SECTION-3 SELF PERFORMING JUSTIFICATION** (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION

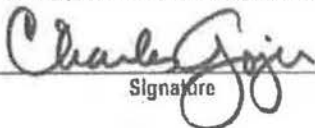
If you responded "No" to SECTION 2, Item a, in the space provided below explain how your company will perform the entire contract with its own employees, supplies, materials and/or equipment, to include transportation and delivery.

Charles Gojer & Associates does not foresee any subcontracting opportunities at this time.

**SECTION-4 AFFIRMATION**

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

- The respondent will provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/progressassessmentrpt.xls>).
- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.



Signature

Charles Gojer, P.E.

Printed Name

President

Title

12/27/16

Date  
(mm/dd/yyyy)**Reminder:**

- If you responded "Yes" to SECTION 2, Items c or d, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.
- If you responded "No" SECTION 2, Items c and d, you must complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.



Rev. 07/27/15

## HUB Subcontracting Plan (HSP) Prime Contractor Progress Assessment Report

*This form must be completed and submitted to the contracting agency each month to document compliance with your HSP.*

Contract/Requisition Number: 696-FD-17-19-C080

Date of Award: 03/15/17

Object Code:

(mm/dd/yyyy)

(Agency Use Only)

Contracting Agency/University Name: Texas Department of Criminal Justice

Contract Administrator Name: Reita Johnson

Contractor (Company) Name: Charles Gojer &amp; Associates, Inc.

State of Texas VID #: 17516646209

Point of Contact: Berta Gojer

Phone #: 214-340-1199

Reporting (Month) Period: \_\_\_\_\_

Total Amount Paid this Reporting Period to Contractor: \$ \_\_\_\_\_

### Report HUB and Non-HUB subcontractor information

\*Note: Texas certified HUB status can be verified on line at: <https://mycpa.cpa.state.tx.us/tpasscomblsearch/index.jsp>

| Subcontractor's Name | *Texas certified HUB?<br>(Yes or No) | Subcontractor's VID or<br>HUB Certificate<br>Number<br>(Required if Texas certified<br>HUB) | Total Contract \$<br>Amount from HSP<br>with Subcontractor | Total \$ Amount<br>Paid This<br>Reporting Period<br>to Subcontractor | Total Contract \$<br>Amount Paid to<br>Date to<br>Subcontractor | Object Code<br>(Agency Use Only) |
|----------------------|--------------------------------------|---------------------------------------------------------------------------------------------|------------------------------------------------------------|----------------------------------------------------------------------|-----------------------------------------------------------------|----------------------------------|
|                      |                                      |                                                                                             |                                                            | \$                                                                   | \$                                                              |                                  |
|                      |                                      |                                                                                             |                                                            | \$                                                                   | \$                                                              |                                  |
|                      |                                      |                                                                                             | \$                                                         | \$                                                                   | \$                                                              |                                  |
|                      |                                      |                                                                                             | \$                                                         | \$                                                                   | \$                                                              |                                  |
|                      |                                      |                                                                                             | \$                                                         | \$                                                                   | \$                                                              |                                  |
|                      |                                      |                                                                                             | \$                                                         | \$                                                                   | \$                                                              |                                  |
|                      |                                      |                                                                                             | \$                                                         | \$                                                                   | \$                                                              |                                  |
|                      |                                      |                                                                                             | \$                                                         | \$                                                                   | \$                                                              |                                  |
|                      |                                      |                                                                                             | \$                                                         | \$                                                                   | \$                                                              |                                  |
|                      |                                      |                                                                                             | \$                                                         | \$                                                                   | \$                                                              |                                  |
|                      |                                      |                                                                                             | \$                                                         | \$                                                                   | \$                                                              |                                  |
|                      |                                      |                                                                                             | \$                                                         | \$                                                                   | \$                                                              |                                  |
|                      |                                      |                                                                                             | \$                                                         | \$                                                                   | \$                                                              |                                  |
| <b>TOTALS:</b>       |                                      |                                                                                             | \$                                                         | \$                                                                   | \$                                                              |                                  |

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**FORMAT FOR REPORTING FEES FOR  
BASIC SERVICES, ADDITIONAL SERVICES AND  
REIMBURSABLE EXPENSES**

All billings for services performed under this Agreement shall be submitted to:

Texas Department of Criminal Justice  
Facilities Division  
P.O. Box 4011  
Huntsville, TX 77342-4011  
ATTN: Contracts Accounting

- When invoicing for Basic Services, the invoice shall indicate the corresponding Phase from Exhibits J.3 and J.12 that has been completed and for which payment is requested. (i.e J.12 A) For phases J.12 A, J.12 B, J.12 C, J.12 D, and J.12 E only payments for 100% of the fees identified on Exhibits J.3 and J.12 will be approved (partial payments or percentages of phases will not be approved) based upon Owner acceptance of each submittal (reference G.3.2). For phases J.12 F and J.12 G, percentages of phases will be approved per G.3.2. Refer questions regarding denial of payment requests to Debra Durda, 936-437-7390, [debra.durda@tdcj.texas.gov](mailto:debra.durda@tdcj.texas.gov).
- The A/E shall break down the invoice by project and by individual project's Basic Services, Additional Services and Reimbursable. (See attached for example.)
- The A/E shall double-check all arithmetic by running two (2) tapes on long columns of figures, or by verifying the accuracy of the software application used to calculate totals, to ensure mathematical correctness.
- The A/E shall proofread the completed, typewritten voucher, making sure that all Basic Services equal the dollar amount on the original Agreement. Also, the A/E shall confirm that all Reimbursables and Additional Services are the only charges to date totaling "Extras Ordered".
- When a Service Authorization(s) is referenced by the invoice, each Service Authorization(s) referenced shall be included with the invoice. Each Authorization Letter shall be referenced by its Owner-assigned tracking number. Each Authorization Letter for Additional Services and Reimbursable issued by Owner to A/E is assigned a tracking number by Owner and this tracking number shall be used when invoicing for these items. Backup for these authorized charges should continue to be included behind each authorization letter. No additional services or associated reimbursables should be invoiced to Owner without an authorization letter to reference.
- Reimbursables should be backed up with appropriate invoices, and each of these invoiced reimbursables should be specifically described (for example, if the A/E is charging Owner for "Shipping", it should describe exactly what was shipped, by whom, when, where and why). No reimbursable should be invoiced unless it ties directly to a contract article or unless there is a specific authorization letter to reference.
- A/E and related staff hourly labor claims should be invoiced to include the date, description of service provided, name of provider, hours, rate of pay and final amount.
- A/E shall include with all pay vouchers submitted a list of payments (if any) made to any HUB/DBE subcontractor, consultant, or supplier, during the work period the voucher covers, and the dates the payments were made.

SAMPLE INVOICE

SMITH, SMITH, SMITH & SMITH, INC.  
 (BASIC SERVICES & ADDITIONAL SERVICES/REIMBURSABLES WILL  
 VARY WITH EACH A/E FIRM)  
 FOR PERIOD XX/XX/XX- XX/XX/XX

TDCJ CONTRACT NO: \_\_\_\_\_ PROJECT: \_\_\_\_\_

SERVICE AUTHORIZATION NO: \_\_\_\_\_

|                                                 | %<br>Complete | Approved<br>Contract | % Due<br>to Date | Previously<br>Invoiced | Amount Due<br>This Invoice |
|-------------------------------------------------|---------------|----------------------|------------------|------------------------|----------------------------|
| <b>BASIC SERVICES</b>                           |               |                      |                  |                        |                            |
| Concept Phase (J.12 A)                          |               |                      |                  |                        |                            |
| 1 <sup>st</sup> Technical Review Phase (J.12 B) |               |                      |                  |                        |                            |
| Final Technical Review Phase (J.12C)            |               |                      |                  |                        |                            |
| Contractual Review Phase (J.12 D) <sup>1</sup>  |               |                      |                  |                        |                            |
| Construction Documents Phase (J.12 E)           |               |                      |                  |                        |                            |
| Bid Phase (J.12 F) <sup>1</sup>                 |               |                      |                  |                        |                            |
| Construction Administration Phase (J.12 G)      |               |                      |                  |                        |                            |
| TOTAL BASIC SERVICES                            |               |                      |                  |                        |                            |
| <b>ADDITIONAL SERVICES</b>                      |               |                      |                  |                        |                            |
| Architect/Engineer(s), Hourly Labor             |               |                      |                  |                        |                            |
| Coordinate Surveyor                             |               |                      |                  |                        |                            |
| Geo Tech Engineer                               |               |                      |                  |                        |                            |
| Printing                                        |               |                      |                  |                        |                            |
| Shipping/Postage                                |               |                      |                  |                        |                            |
| Transportation _____ miles                      |               |                      |                  |                        |                            |
| Lodging \$85/day/person                         |               |                      |                  |                        |                            |
| Meals \$36/day/person                           |               |                      |                  |                        |                            |
| TOTAL ADDITIONAL SERVICES                       |               |                      |                  |                        |                            |
| REIMBURSABLES                                   |               |                      |                  |                        |                            |

<sup>1</sup>Contract Construction Only

TOTAL REIMBURSABLES \$ \_\_\_\_\_

TOTAL EXTRAS (TOTAL ADDL. SVCS. + TOTAL REIMBURSABLES) \$ \_\_\_\_\_

TOTAL THIS VOUCHER/INVOICE (TOTAL BASIC + EXTRAS) \$ \_\_\_\_\_

**COMPENSATION FOR BASIC SERVICES**

Unit: \_\_\_\_\_

MWR# \_\_\_\_\_

Project \_\_\_\_\_

**J.3 COMPENSATION FOR BASIC SERVICES**

**J.3.1** For authorized Basic Services, as described in the Contract, Service Authorization and Exhibit J.12, the Owner shall pay the Firm total compensation for the project in an amount equal to \$\_\_\_\_\_.

**J.3.2** Progress payments to the Firm for Basic Services for projects to be constructed by contract construction shall be made according to the services performed in accordance with the schedule of values for each phase of the project as follows:

|            | 1 <sup>st</sup> Tech Review Phase | Pre-Final Tech Review Phase | Final Tech Review Phase | Contractual Review Phase (Contract Construction Only) | Construction Documents Phase | Bid Phase (Contract Construction Only) | Construction Administration | Total |
|------------|-----------------------------------|-----------------------------|-------------------------|-------------------------------------------------------|------------------------------|----------------------------------------|-----------------------------|-------|
|            | <b>J.12 A</b>                     | <b>J.12 B</b>               | <b>J. 12 C</b>          | <b>J.12 D</b>                                         | <b>J.12 E</b>                | <b>J.12 F</b>                          | <b>J.12 G</b>               |       |
| <b>Fee</b> |                                   |                             |                         |                                                       |                              |                                        |                             |       |

**J.3.3** Progress payments to the Firm for Basic Services for projects to be constructed by TDCJ Maintenance shall be made according to the services performed in accordance with the schedule of values for each phase of the project as follows:

|            | 1 <sup>st</sup> Tech Review Phase | Pre-Final Tech Review Phase | Final Tech Review Phase | Construction Documents Phase | Construction Administration | Total |
|------------|-----------------------------------|-----------------------------|-------------------------|------------------------------|-----------------------------|-------|
|            | <b>J.12 A</b>                     | <b>J.12 B</b>               | <b>J.12 C</b>           | <b>J.12 E</b>                | <b>J.12 G</b>               |       |
| <b>Fee</b> |                                   |                             |                         |                              |                             |       |

Firm Signature: \_\_\_\_\_

Date: \_\_\_\_\_



**AUTHORIZATION AND COMPENSATION FOR ADDITIONAL SERVICE (S)  
AND REIMBURSABLE EXPENSE (S)**

**J.4.1. AUTHORIZATION AND COMPENSATION FOR ADDITIONAL SERVICE (S)**

The following Additional Service(s) have been deemed necessary and have been authorized by the Owner and will be provided by the Firm. The Firm shall receive compensation for the authorized Additional Service(s) as identified in Exhibit J.12. The Firm shall use the number(s) provided herein for each authorized service as the assigned reference number in statements of service submitted to the Owner.

**J.4.1-AS-1** Provide \_\_\_\_\_ additional hours devoted to Site Inspections for a Not-to-Exceed amount of (\$ \_\_\_\_\_) dollars. **These hours are in addition to the number of hours to be provided as part of Basic Services identified in Exhibit J.3.** On a monthly basis the A/E will submit a detailed invoice listing the name(s) of the personnel and the hours devoted to additional service "on-site" inspections for that month. The invoice will also reflect the total number of hours provided for additional service "on-site" inspections, the hours spent as of the invoice date for additional service "on site" inspections and the total number of hours remaining for additional service "on-site" inspections.

**J.4.1-AS-2** Provide coordination services necessary for the Owner requested services of a surveyor for the stipulated lump sum amount of (\$ \_\_\_\_\_) dollars.

**J.4.1-AS-3** Provide coordination services necessary for the Owner requested services of geotechnical engineer for the stipulated lump sum amount of (\$ \_\_\_\_\_) dollars.

**J.4.1-AS-4** Provide coordination services necessary for the Owner requested services of \_\_\_\_\_ for the stipulated lump sum amount of (\$ \_\_\_\_\_) dollars.

**J.4.1-AS-5** Miscellaneous expenses for a Not-to-Exceed amount of (\$ \_\_\_\_\_) dollars.

**J.4.1-AS-6** Sign Graphics (beyond minimum code graphics required to receive a Certificate of Occupancy for a Not-to-Exceed amount of (\$ \_\_\_\_\_) dollars.

**J.4.1-AS-7** Expense of plotting, reproducing and mailing documents for an estimated Not to Exceed amount of (\$ \_\_\_\_\_) dollars.

**J.4.1-AS-8** Travel related expenses. These services shall be provided for the Not to Exceed amount of (\$ \_\_\_\_\_) dollars.

**J.4.1-AS-9** Reserved for future use.

## REIMBURSABLE EXPENSES

| Audit Criteria                                                                                                                                                       | Accepted<br>/<br>Allowed | Unacceptable<br>/<br>Disallowed | Notes                                                                     |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|---------------------------------|---------------------------------------------------------------------------|
| Meals - No receipts required (per State of Texas meal reimbursement, as posted by the Comptroller's Office)                                                          | Allowed                  |                                 |                                                                           |
| Tips & Gratuities                                                                                                                                                    |                          | Disallowed                      |                                                                           |
| Laundry                                                                                                                                                              |                          | Disallowed                      |                                                                           |
| Tolls & Parking - Receipts required                                                                                                                                  | Allowed                  |                                 |                                                                           |
| Hotels - Receipts required (per State of Texas hotel reimbursement including taxes, as posted by the Comptroller's Office).                                          | Allowed                  |                                 |                                                                           |
| Alcoholic Beverages                                                                                                                                                  |                          | Disallowed                      |                                                                           |
| Vehicle Usage (Mileage reimbursement is the posted Federal rate)                                                                                                     | Allowed                  |                                 |                                                                           |
| Car Rental - Per day \$37.50<br>Taxes on \$37.50<br><br><b>Refueling:</b> If fuel was provided by rental agency, the cost will be reimbursed with required receipts. | Allowed<br>Allowed       |                                 | Must provide documentation of non-availability of rate-compliant vehicle. |
| Air Fare - Coach/Economy Class                                                                                                                                       | Allowed                  |                                 | Must have prior coordination / approval through the TDCJ Travel Office.   |
| Training, Conferences & all related expenses                                                                                                                         |                          | Disallowed                      |                                                                           |
| MIS Services (computer)                                                                                                                                              |                          | Disallowed                      |                                                                           |
| Vehicle Inspection/Repair                                                                                                                                            |                          | Disallowed                      |                                                                           |
| Unreadable or no Back-up Receipts                                                                                                                                    |                          | Disallowed                      |                                                                           |
| Use of Sub-consultants/Temporaries                                                                                                                                   | Allowed                  |                                 | Provide documentation                                                     |

**PROFESSIONAL SERVICE AUTHORIZATION**  
*TEXAS DEPARTMENT OF CRIMINAL JUSTICE*

Receipt of this Service Authorization, approved and authorized by Texas Department of Criminal Justice is your **Notice to Proceed** with the subject Services. Unless otherwise excepted in writing all terms and conditions of the Contract shall apply to this Service Authorization.

**1. Design Professional:**

**2. Contract No:** \_\_\_\_\_

**Service Authorization No:** \_\_\_\_\_

**MWR No:** \_\_\_\_\_

**3. Scope of Services:**

**Provide Professional Design Services to**

**4. Amount of this Authorization:**

**5. Attachments: (Scope of Services, Fee Proposal, etc.)**

**Fee proposal**

**Accepted for Design Professional:**

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date Signed:** \_\_\_\_\_

**Approved & Authorized for Owner:**

**Name:** \_\_\_\_\_

**Title:** Chief Financial Officer

**Signature:** \_\_\_\_\_

**Award Date:** \_\_\_\_\_

TEXAS DEPARTMENT OF CRIMINAL JUSTICE  
FACILITIES DIVISION**STANDARDS OF CONDUCT FOR CIVILIAN EMPLOYEES****I. SECURITY MEASURES****A. GENERAL SECURITY MEASURES**

No person working for or otherwise connected with the Contractor (his agents, subcontractors or their employees) shall be allowed to bring onto the owner's (state) property firearms, alcoholic beverages, drugs, or any other controlled substances with the exception of prescription medication. No such person shall cross any fences, except those fences designated to allow egress and ingress to the construction site. All vehicles shall be kept locked with windows up while on the owner's property. Contractors' employees shall avoid all contact with inmates, no employee shall converse with or otherwise communicate with any inmate. In addition to the usual civil and/or criminal penalties for violations of the above regulations, the owner reserves the right to refuse further entry to the job site to any individual who has violated the above restrictions. Further, the Owner reserves the right to immediately remove from the jobsite any individual who has violated the above restrictions.

**II. EXPECTATIONS OF CONTRACTORS AND SUBS****A. ALL CONTRACTORS, SUBS, AND THEIR EMPLOYEES WILL:**

1. Read and sign the Texas Department of Criminal Justice, Facilities Division, Standards of Conduct for Civilian Contractor Employees.
2. Refrain from bringing firearms, ammunition, controlled substances (with the exception of prescription drugs) or any other contraband items on the property of the Texas Department of Criminal Justice (I.D.). This includes in the personal vehicles of the on-site workers.
3. Vehicles will remain locked at all times when operator is absent.
4. There shall be no contact with any inmates in the TDCJ facilities except those which may be assigned to assist on an individual institutional project.
5. Approved visitors of inmates will not be allowed to work on any project that involves the unit where the visited inmate resides.
6. Vehicles are subject to search at anytime while on State Prison property.

**B. GENERAL SECURITY FOR TOOL CONTROL:**

1. All tools in tool boxes are to be inventoried with the total number of tools in each box plainly marked on the outside of the box.
2. Copies of tool inventories are to be filed with the entrance gate officer, the Owner's Designated Representative and the contractor's project superintendent. Any changes to an individual's tool box inventory should be immediately noted on all inventory sheets.
3. Tools should be cross-checked against the number on the tool box upon entry and exit from the facility.

4. Class "A" tools should receive special handling. When tools are not in use, they shall be kept and locked under key in a secure area and if possible rendered inoperable. Class "A" tools include, but are not limited to, tools most likely to be used in an escape attempt or do bodily harm. These generally include hacksaw blades, files, pipe wrenches, ladders, acetylene cutting tips, pipe and bolt cutters, etc.
5. At no time are Class "A" tools to be left unattended and when in use, the on-site TDCJ security officer will be notified.
6. Generators, ladders and acetylene cutters all must be secured at the end of each workday.
7. Emery wheels will be locked and rendered inoperable when not in use unless stored outside of the secure perimeter.
8. When a Class "A" tool is lost, the Assistant Warden for security or Warden shall be immediately notified.
  - a. Any inmates who may have had access to the area will be held until a thorough search is made.
  - b. A written report will be made covering the details of the loss.
9. All hazardous and poisonous chemicals, not in use, are to be stored in a locked tool trailer or other secure area. An inventory shall be maintained and direct supervision provided when the items are used at the work site. Upon completion of the project, the Contractor will be responsible for the removal of all hazardous materials and all hazardous waste generated under his control.

I have received a copy of the "STANDARDS OF CONDUCT FOR CIVILIAN CONSTRUCTION CONTRACTORS EMPLOYEES" issued by the Texas Department of Criminal Justice.

I have read, understand and will comply with this policy.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
SOCIAL SECURITY #

\_\_\_\_\_  
DRIVERS LICENSE #

\_\_\_\_\_  
STATE

\_\_\_\_\_  
COMPANY

\_\_\_\_\_  
DATE

\_\_\_\_\_  
NAME

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
CITY

\_\_\_\_\_  
STATE

\_\_\_\_\_  
ZIP

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
COMPANY

\_\_\_\_\_  
DATE



**Texas Department of Criminal Justice**  
**Non-Employee Background Questionnaire**

This information is needed for TDCJ to conduct a criminal history check to determine whether access to TDCJ units and departments should be approved. All questions shall be answered in full.

**NOTE TO APPLICANT:** With few exceptions, you are entitled upon request: (1) to be informed about the information the TDCJ collects about you; and (2) under Texas Government Code §§ 552.021 and 552.023, to receive and review the collected information. Under Texas Government Code § 559.004, you are also entitled to request, in accordance with the TDCJ procedures, that incorrect information the TDCJ has collected about you be corrected.

1. Name: \_\_\_\_\_ 2. Social Security No.: \_\_\_\_\_  
Last First Middle  
 (As it appears on your Social Security Card)
3. Mailing Address: \_\_\_\_\_  
Street City State Zip
4. Date of Birth: \_\_\_\_\_ 5. Place of Birth: \_\_\_\_\_  
(MM/DD/YYYY) City State
6. Driver License No.: \_\_\_\_\_ State: \_\_\_\_\_ 7. Phone No.: ( ) \_\_\_\_\_
8. Other names used (maiden, alias, nicknames): \_\_\_\_\_
9. Sex: Male ☐ Female ☐ 10. E-mail Address: \_\_\_\_\_
11. Ethnic Origin: White ☐ Black ☐ Hispanic ☐ Asian/Pac. Islander ☐ Am. Ind./Alaskan ☐ Other ☐
- 12a. Have you previously been employed by TDCJ or worked in a TDCJ facility on a contract basis? Yes ☐ No ☐  
 If yes, give unit(s)/department(s), position(s) held, and dates: \_\_\_\_\_
- 12b. Have you engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility, or other institution?  
☐ Yes ☐ No
- 12c. Have you been convicted of engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse? Yes ☐ No ☐
- 12d. Have you been civilly or administratively adjudicated to have engaged in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse? Yes ☐ No ☐
13. Are you related to any **employee** or **contract employee** of TDCJ? Yes ☐ No ☐ Unknown ☐  
 If yes, list name, relationship, and unit/department of assignment: \_\_\_\_\_
- 14a. Are you or any immediate member of your family (to include, but not limited to parent, brother, sister, spouse, or child) related to any TDCJ **offender** (incarcerated or on parole)? Yes ☐ No ☐ Unknown ☐  
 If yes, provide the name of the offender(s): \_\_\_\_\_
- 14b. Are you now or have you ever been involved in a spousal relationship with a TDCJ **offender** (incarcerated or on parole)?  
 This includes marriage, common-law marriage, lived together, or had a child together. Yes ☐ No ☐  
 If yes, provide the name of the offender(s): \_\_\_\_\_
- 14c. Do you have a current business partnership or gang association with a current TDCJ **offender** (incarcerated or on parole)?  
 Yes ☐ No ☐ If yes, provide the name of the offender(s): \_\_\_\_\_
- 14d. Are you on a current TDCJ offender's visitation list? Yes ☐ No ☐ If yes, provide the name of the offender(s): \_\_\_\_\_
- 14e. Have you corresponded in the last year with a current TDCJ offender? Yes ☐ No ☐ If yes, provide the name of the offender(s): \_\_\_\_\_

**NOTE:**

- If you answered yes to Question 14a, b, c, d, or e above, you are required to complete and submit a PERS 282A, Additional Offender Information. The PERS 282A form is available from the TDCJ website at [www.tdcj.texas.gov](http://www.tdcj.texas.gov).
- If you have a personal relationship with an offender, who is not a relative, be sure to read the "Offender Relationships" paragraph on Page 3 of this questionnaire.

(Continued on Page 2)

**IMPORTANT**

Read the definition of conviction in Question 17. When answering questions 15 through 17, **do not include:** 1) any violation of law committed before your 17th birthday, if the final decision was made in juvenile court or under a youth offender law; 2) any conviction whose record was expunged under federal or state law; 3) minor traffic violations. **DWI, DUI, Open Container, and Driving While License Suspended** are not minor traffic violations and shall be listed.

15. Do you have any criminal charges currently pending? Yes ☐ No ☐

If yes, please explain: \_\_\_\_\_

16. Are you on parole or probation, deferred adjudication, or under a pre-trial diversion agreement? Yes ☐ No ☐

If yes, please explain: \_\_\_\_\_

17. Have you ever been convicted of a crime (misdemeanor or felony)? Yes ☐ No ☐ If yes, list each one below.

Attach an additional page if necessary. **Include those that may not appear on your record at this time.**

**Important:** For purposes of contract employment with TDCJ, convictions include sentenced to confinement, paid fine, time served, placed on probation (includes **deferred adjudication**), and court ordered restitution. See Falsification Policy on Page 3 of this questionnaire.

| Date | Felony or Misdemeanor | Offense | Offense Class | City & State | Punishment |
|------|-----------------------|---------|---------------|--------------|------------|
|      |                       |         |               |              |            |
|      |                       |         |               |              |            |
|      |                       |         |               |              |            |
|      |                       |         |               |              |            |
|      |                       |         |               |              |            |

**DOCUMENT REQUIREMENTS:** You are required to provide with this questionnaire a **disposition** for each criminal charge you reported in Question 15, 16, and 17 above. A disposition is a statement of the charge, date, and the results of the case. If the charge was dismissed, the disposition shall state the reason for dismissal. Dispositions can normally be obtained from the **clerk of the court** having jurisdiction over the case.

18. Are you now or have you ever been a member of a street gang? Yes ☐ No ☐

Are you now or have you ever been a member of or affiliated with an organization promoting racial, ethnic, or gender superiority or separation, independence from governmental laws and regulations, or overthrow of the United States Government?

Yes ☐ No ☐

If you answered yes to either of these questions, provide the following information:

- a. Name of the organization and dates of membership: \_\_\_\_\_
- b. Position or positions you held in the organization: \_\_\_\_\_
- c. Arrests and/or convictions resulting from your activities as a member: \_\_\_\_\_

19. Do you have any tattoos or markings on your body signifying membership or affiliation with a street gang or associated with organizations promoting racial, ethnic, or gender superiority or separation, independence from governmental laws and regulations, or overthrow of the United States Government? Yes ☐ No ☐

If yes, provide a description and location of those tattoos or markings: \_\_\_\_\_

(Continued on Page 3)

FALSIFICATION POLICY

It is important that contract employee applicants provide accurate information in this questionnaire. **Failure to list any criminal conviction or other important information, such as prior employment with TDCJ or offender relationships, is considered falsification of the questionnaire and results in disqualification for contract employment access to TDCJ facilities for one year.**

As a criminal justice TDCJ, it is very important that we know if an applicant has a criminal record. In most cases, a criminal record does not disqualify you for access to TDCJ facilities. However, falsification of the questionnaire always disqualifies you, regardless of how well qualified you are otherwise.

**What convictions shall be listed?** All convictions handled in adult court shall be listed, no matter when or where they occurred. In Texas, if you are 17 years old or older, the case is always handled in adult court. If you are under 17, it still may be handled in adult court. As an exception, you are not required to list convictions for minor traffic violations. Examples of minor traffic violations are speeding, running stop signs, and no seat belts. Examples of crimes which are not minor traffic violations and shall be listed are DWI, DUI, Hit and Run, Assault with a Motor Vehicle, Reckless Driving, Open Container, and Driving While License is Suspended. Convictions that have been **expunged** under state or federal law do not have to be listed. Expunged means a judge signed an order directing all agencies with a record of the arrest and conviction destroy those records (this is not the same as a deferred adjudication, explained below).

**What is a conviction?** For TDCJ purposes, a conviction is a judgement or a verdict, a plea of guilty or nolo contendere, and/or a judicial finding of guilt substantiated by the evidence, which results in the payment of fines, forfeiture of collateral or bond, restitution, **deferred adjudication**, probation, community supervision, confinement, suspended sentence, or any other penalty imposed by a court of law or agreed upon by the accused. This includes instances where a pardon or a reprieve has been granted for any reason other than proof of innocence. **If you have a case handled by deferred adjudication, it shall be listed in your application, regardless of whether you think it is still on record.** On the other hand, a pre-trial diversion agreement is not considered a conviction for the purpose of employment with TDCJ and does not need to be included on your application.

**Military Convictions.** Convictions by court martial for criminal offenses shall also be listed.

**Failure to Appear.** If you were convicted of a routine traffic violation or other offense and did not pay the ticket on time or failed to appear to court, you may have been charged with and convicted of Failure to Appear. Failure to Appear is a separate crime and shall be listed.

**Questions.** If you have any questions concerning what shall be listed in this questionnaire, it is recommended you contact the Human Resources Division in Huntsville at (936) 437-3126 **before** you submit this questionnaire.

**OFFENDER RELATIONSHIPS:** TDCJ employees and contract employees with access to TDCJ facilities are prohibited from maintaining or developing a personal relationship with an offender who is not related to the employee. Prohibited relationships include those involving cohabitation, sexual misconduct, or actions that jeopardize or have the potential to jeopardize the security of the TDCJ. This means employees and contract employees may not have personal contact or relationships with offenders currently incarcerated or on parole outside of their official duties if this contact or relationship would jeopardize or has the potential to jeopardize the security of the TDCJ. Prohibited contact includes living together, writing letters or notes, telephone contact, visitation, and depositing funds into an offender's Inmate Trust Fund (ITF) account. If an employee or contract employee was once married to an offender or had a child together with an offender, employee contact with the offender may be limited to that which is ordered by the Court. As a condition of contract employment with TDCJ, contract employees with prohibited relationships shall sever those relationships. Sever means to cease any and all cohabitation, intimate encounters, verbal or written communications, visitation, or other prohibited contact. Continuation of a prohibited relationship after contract employment with TDCJ may result in denial of access to TDCJ facilities, if the TDCJ determines the relationship jeopardizes or has the potential to jeopardize the security of the TDCJ.

**ADDITIONAL INFORMATION:** All applicants, who may have contact with offenders, are ineligible for employment if they have committed any activity described in questions 12b, 12c, 12d.

**CERTIFICATION:** I certify that I have read and understand the above explanation of the TDCJ Policy on Falsification and Offender Relationships. I further certify that my answers on this questionnaire are true, complete and correct to the best of my knowledge and I have not evaded or omitted any part thereof to reflect an untruth. I understand falsification constitutes grounds for refusing or terminating access to TDCJ units and departments.

**DUTY TO DISCLOSE:** I hereby acknowledge that I have a duty to disclose any sexual misconduct during the term of my employment. I further acknowledge that I have a duty to disclose any misconduct on my part while working for previous employers.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

|                                                                                                           |                     |                           |            |
|-----------------------------------------------------------------------------------------------------------|---------------------|---------------------------|------------|
| <b>EXHIBIT J.12<br/>COST ESTIMATE FORM</b>                                                                | TDCJ UNIT:          | CONTRACT & SA NO.         |            |
|                                                                                                           | CITY:               | COUNTY:                   |            |
| PROJECT NAME/DESC.:                                                                                       |                     | SCHEDULE (Calendar Days): |            |
| <b>BASIC SERVICES</b>                                                                                     |                     |                           |            |
| <b>1st Technical Review Phase:</b>                                                                        |                     |                           |            |
| Task 1                                                                                                    | Rate <sup>1</sup> : | Hours:                    | Extention: |
| Resource 1 (e.g. Mech. P.E., Elect EIT, or clerical)                                                      |                     |                           |            |
| Resource 2                                                                                                |                     |                           |            |
| Resource 3                                                                                                |                     |                           |            |
| Resource 4                                                                                                |                     |                           |            |
| Task 2                                                                                                    |                     |                           |            |
| Resource 1                                                                                                |                     |                           |            |
| Resource 2                                                                                                |                     |                           |            |
| Resource 3                                                                                                |                     |                           |            |
| Resource 4                                                                                                |                     |                           |            |
| Task X (Repeat as needed)                                                                                 |                     |                           |            |
| Review Meeting: (Include travel time.)                                                                    |                     |                           |            |
| Resource 1                                                                                                |                     |                           |            |
| Resource 2                                                                                                |                     |                           |            |
| Resource 3                                                                                                |                     |                           |            |
| Resource 4                                                                                                |                     |                           |            |
| A. 1st Tech Review phase progress payment: (payable upon return of 1st Tech Review comments to Firm)      |                     |                           |            |
| <b>Pre-Final Technical Review Phase:</b>                                                                  |                     |                           |            |
| Task 1                                                                                                    | Rate:               | Hours:                    | Extention: |
| Resource 1                                                                                                |                     |                           |            |
| Resource 2                                                                                                |                     |                           |            |
| Resource 3                                                                                                |                     |                           |            |
| Resource 4                                                                                                |                     |                           |            |
| Task 2                                                                                                    |                     |                           |            |
| Resource 1                                                                                                |                     |                           |            |
| Resource 2                                                                                                |                     |                           |            |
| Resource 3                                                                                                |                     |                           |            |
| Resource 4                                                                                                |                     |                           |            |
| Task X (Repeat as needed)                                                                                 |                     |                           |            |
| Review Meeting: (Include travel time.)                                                                    |                     |                           |            |
| Resource 1                                                                                                |                     |                           |            |
| Resource 2                                                                                                |                     |                           |            |
| Resource 3                                                                                                |                     |                           |            |
| Resource 4                                                                                                |                     |                           |            |
| B. Pre-Final Tech Review progress payment: (payable upon return of 1st Technical Review comments to Firm) |                     |                           |            |

|                                                                                                                                           |            |                           |            |
|-------------------------------------------------------------------------------------------------------------------------------------------|------------|---------------------------|------------|
| <b>EXHIBIT J.12<br/>COST ESTIMATE FORM</b>                                                                                                | TDCJ UNIT: | CONTRACT & SA NO.         |            |
|                                                                                                                                           | CITY:      | COUNTY:                   |            |
| PROJECT NAME/DESC.:                                                                                                                       |            | SCHEDULE (Calendar Days): |            |
| <b>Final Technical Review Phase:</b>                                                                                                      |            |                           |            |
| Task 1                                                                                                                                    | Rate:      | Hours:                    | Extention: |
| Resource 1                                                                                                                                |            |                           |            |
| Resource 2                                                                                                                                |            |                           |            |
| Resource 3                                                                                                                                |            |                           |            |
| Resource 4                                                                                                                                |            |                           |            |
| Task 2                                                                                                                                    |            |                           |            |
| Resource 1                                                                                                                                |            |                           |            |
| Resource 2                                                                                                                                |            |                           |            |
| Resource 3                                                                                                                                |            |                           |            |
| Resource 4                                                                                                                                |            |                           |            |
| Task X (Repeat as needed)                                                                                                                 |            |                           |            |
| Review Meeting: (Include travel time.)                                                                                                    |            |                           |            |
| Resource 1                                                                                                                                |            |                           |            |
| Resource 2                                                                                                                                |            |                           |            |
| Resource 3                                                                                                                                |            |                           |            |
| Resource 4                                                                                                                                |            |                           |            |
| C. Final Review Phase progress payment: (payable upon return of Final Technical Review comments to A/E)                                   |            |                           |            |
| <b>Contractual Review Phase: (Contract Construction ONLY) (OMIT for Construction by Maint.)</b>                                           |            |                           |            |
| Task X:                                                                                                                                   | Rate:      | Hours:                    | Extention: |
| Resource 1                                                                                                                                |            |                           |            |
| Resource 2                                                                                                                                |            |                           |            |
| Resource 3                                                                                                                                |            |                           |            |
| Resource 4                                                                                                                                |            |                           |            |
| D. Contractual Review Phase progress payment (Contract Construction ONLY):<br>(PAYABLE UPON RETURN OF Contractual Review comments to A/E) |            |                           |            |
| <b>Construction Documents Phase: (Signed/Sealed Documents)</b>                                                                            |            |                           |            |
| Task X:                                                                                                                                   | Rate:      | Hours:                    | Extention: |
| Resource 1                                                                                                                                |            |                           |            |
| Resource 2                                                                                                                                |            |                           |            |
| Resource 3                                                                                                                                |            |                           |            |
| Resource 4                                                                                                                                |            |                           |            |
| E. Construction Documents Phase progress payment: (Payable upon successful conclusion of Owner Review.)                                   |            |                           |            |



|                                                                                  |  |            |                                                    |                           |  |
|----------------------------------------------------------------------------------|--|------------|----------------------------------------------------|---------------------------|--|
| <b>EXHIBIT J.12<br/>COST ESTIMATE FORM</b>                                       |  | TDCJ UNIT: |                                                    | CONTRACT & SA NO.         |  |
|                                                                                  |  | CITY:      |                                                    | COUNTY:                   |  |
| PROJECT NAME/DESC.:                                                              |  |            |                                                    | SCHEDULE (Calendar Days): |  |
| <b>Bid Phase: (Contract Construction ONLY) (OMIT for Construction by Maint.)</b> |  |            |                                                    |                           |  |
| Document Prep:                                                                   |  | Rate:      | Hours:                                             | Extention:                |  |
| Resource 1                                                                       |  |            |                                                    |                           |  |
| Resource 2                                                                       |  |            |                                                    |                           |  |
| Resource 3                                                                       |  |            |                                                    |                           |  |
| Resource 4                                                                       |  |            |                                                    |                           |  |
| Pre-Bid Meeting: (Include travel time.)                                          |  |            |                                                    |                           |  |
| Resource 1                                                                       |  |            |                                                    |                           |  |
| Resource 2                                                                       |  |            |                                                    |                           |  |
| Resource 3                                                                       |  |            |                                                    |                           |  |
| Resource 4                                                                       |  |            |                                                    |                           |  |
| Resource 5                                                                       |  |            |                                                    |                           |  |
| Task X (Repeat as needed)                                                        |  |            |                                                    |                           |  |
| Respond to Questions/Issue Addendums:                                            |  |            |                                                    |                           |  |
| Resource 1                                                                       |  |            |                                                    |                           |  |
| Resource 2                                                                       |  |            |                                                    |                           |  |
| Resource 3                                                                       |  |            |                                                    |                           |  |
| Resource 4                                                                       |  |            |                                                    |                           |  |
| F. Bid Phase progress payment:(payable upon award of construction contract)      |  |            |                                                    |                           |  |
| <b>Construction Administration Phase:</b>                                        |  |            |                                                    |                           |  |
| <b>Estimated Costruction Duration:</b>                                           |  |            | days                                               |                           |  |
| Pre-Construction Meeting:                                                        |  | Rate:      | Hours:                                             | Extention:                |  |
| Resource 1                                                                       |  |            |                                                    |                           |  |
| Resource 2                                                                       |  |            |                                                    |                           |  |
| Resource 3                                                                       |  |            |                                                    |                           |  |
| Resource 4                                                                       |  |            |                                                    |                           |  |
| Monthly Construction Meetings:                                                   |  |            |                                                    |                           |  |
| # of days/30 - 2 = No. of monthly meetings:                                      |  |            | If calculation results in a fraction,<br>round up. |                           |  |
| Resource 1                                                                       |  |            |                                                    |                           |  |
| Resource 2                                                                       |  |            |                                                    |                           |  |
| Resource 3                                                                       |  |            |                                                    |                           |  |
| Resource 4                                                                       |  |            |                                                    |                           |  |

|                                                                                             |  |            |  |                           |  |
|---------------------------------------------------------------------------------------------|--|------------|--|---------------------------|--|
| <b>EXHIBIT J.12</b>                                                                         |  | TDCJ UNIT: |  | CONTRACT & SA NO.         |  |
| <b>COST ESTIMATE FORM</b>                                                                   |  | CITY:      |  | COUNTY:                   |  |
| PROJECT NAME/DESC.:                                                                         |  |            |  | SCHEDULE (Calendar Days): |  |
| <b>Special Requirement On-site Inspections (If required):</b>                               |  |            |  |                           |  |
| <b># of Inspections required based on construction duration:</b>                            |  |            |  |                           |  |
| Resource 1                                                                                  |  |            |  |                           |  |
| Resource 2                                                                                  |  |            |  |                           |  |
| Resource 3                                                                                  |  |            |  |                           |  |
| Resource 4                                                                                  |  |            |  |                           |  |
| Pre-Final Inspection: (Include travel time.)                                                |  |            |  |                           |  |
| Resource 1                                                                                  |  |            |  |                           |  |
| Resource 2                                                                                  |  |            |  |                           |  |
| Resource 3                                                                                  |  |            |  |                           |  |
| Resource 4                                                                                  |  |            |  |                           |  |
| Final Inspection: (Include travel time.)                                                    |  |            |  |                           |  |
| Resource 1                                                                                  |  |            |  |                           |  |
| Resource 2                                                                                  |  |            |  |                           |  |
| Resource 3                                                                                  |  |            |  |                           |  |
| Resource 4                                                                                  |  |            |  |                           |  |
| Review/Certification of AS-BUILT DRAWINGS:                                                  |  |            |  |                           |  |
| Resource 1                                                                                  |  |            |  |                           |  |
| Resource 2                                                                                  |  |            |  |                           |  |
| Resource 3                                                                                  |  |            |  |                           |  |
| Resource 4                                                                                  |  |            |  |                           |  |
| <b>G. Construction Administration Total:</b>                                                |  |            |  |                           |  |
| (% of Construction Administration Total will be approved based on % construction complete.) |  |            |  |                           |  |
| <b>TOTAL MAN-HOURS:</b>                                                                     |  |            |  |                           |  |
| <b>BASIC SERVICES TOTAL (EXHIBIT J.3):</b>                                                  |  |            |  | \$ -                      |  |

|                                                                                                   |                                                                       |                                        |                   |
|---------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------|----------------------------------------|-------------------|
| <b>EXHIBIT J.12<br/>COST ESTIMATE FORM</b>                                                        |                                                                       | TDCJ UNIT:                             | CONTRACT & SA NO. |
|                                                                                                   |                                                                       | CITY:                                  | COUNTY:           |
| PROJECT NAME/DESC.:                                                                               |                                                                       | SCHEDULE (Calendar Days):              |                   |
| <b>ADDITIONAL SERVICES &amp; REIMBURSABLE EXPENSES</b> (as described in proposal letter, per C16) |                                                                       |                                        |                   |
| AS<br>Number                                                                                      | DESCRIPTION OF SERVICES/EXPENSES                                      | \$ AMOUNT                              |                   |
| AS-1                                                                                              | Additional hours for additional site visits                           |                                        |                   |
| AS-2                                                                                              | Surveyor                                                              |                                        |                   |
| AS-3                                                                                              | Geotechnical Engineer                                                 |                                        |                   |
| AS-4                                                                                              | Owner requested services of _____                                     |                                        |                   |
| AS-5                                                                                              | Misc.                                                                 |                                        |                   |
| AS-6                                                                                              | Sign graphics                                                         |                                        |                   |
| AS-7                                                                                              | Plotting, Reproducing, & Mailing Docs (Design Review(s) & Bid/Const.) |                                        |                   |
| AS-8                                                                                              | Travel expenses (for both Basic Services and AS-1)                    |                                        |                   |
| <b>TOTAL (EXHIBIT J.4):</b>                                                                       |                                                                       | \$                                     | -                 |
| <b>ESTIMATED TRIPS</b>                                                                            |                                                                       |                                        |                   |
| BASIC SERVICES                                                                                    |                                                                       | Total Number of Trips                  |                   |
| ADDITIONAL SERVICES                                                                               |                                                                       | Total Number of Trips                  |                   |
| A/E FIRM<br>NAME AND ADDRESS:                                                                     |                                                                       | <b>TOTAL COST TO STATE (J.3 + J.4)</b> |                   |
|                                                                                                   |                                                                       |                                        |                   |
|                                                                                                   |                                                                       | DATE:                                  |                   |
| PREPARED BY<br>(Signature and Title)                                                              |                                                                       | APPROVED BY (Signature and Title)      |                   |
|                                                                                                   |                                                                       |                                        |                   |

## Project Schedule

(Schedule is shown in Calendar Days)

**Unit:** \_\_\_\_\_ **Project:** \_\_\_\_\_ **MWR #:** \_\_\_\_\_

| <u>Task</u>                                                                                      | <u>Duration</u>   | <u>Start</u> | <u>Finish</u> |
|--------------------------------------------------------------------------------------------------|-------------------|--------------|---------------|
| <b>First Technical Review Phase</b>                                                              |                   |              |               |
| Submit First Technical Review Documents                                                          | days <sup>1</sup> |              |               |
| Department Review – First Technical                                                              | days <sup>2</sup> |              |               |
| <b>Pre-Final Technical Review Phase</b>                                                          |                   |              |               |
| Submit Pre-Final Technical Review Documents                                                      | days <sup>1</sup> |              |               |
| Department Review – Pre-Final Technical                                                          | days <sup>2</sup> |              |               |
| <b>Final Technical Review Phase</b>                                                              |                   |              |               |
| Submit Final Technical Review Documents                                                          | days <sup>1</sup> |              |               |
| Department Review – Final Technical                                                              | days <sup>2</sup> |              |               |
| <b>Contractual Review Phase (Contract Construction Only) (Omit for Maintenance Construction)</b> |                   |              |               |
| Submit Contractual Review Documents                                                              | days <sup>1</sup> |              |               |
| Department Review – Contractual                                                                  | days <sup>2</sup> |              |               |
| <b>Construction Documents Phase (Signed and Sealed) (IFB/IFC)</b>                                |                   |              |               |
| Submit Construction Documents                                                                    | days <sup>1</sup> |              |               |
| Department Review – IFB/IFC                                                                      | days <sup>2</sup> |              |               |
| <b>Total</b>                                                                                     | <b>days</b>       |              |               |
| <b>Bid Phase (Contract Construction Only) (Omit for Maintenance Construction)</b>                |                   |              |               |
| Bid                                                                                              | days <sup>2</sup> |              |               |
| Award                                                                                            | days <sup>2</sup> |              |               |
| <b>SubTotal</b>                                                                                  | <b>days</b>       |              |               |
| <b>Construction Administration</b>                                                               |                   |              |               |
| Construction                                                                                     | days <sup>1</sup> |              |               |
| Project Closeout                                                                                 | days <sup>2</sup> |              |               |
| <b>SubTotal</b>                                                                                  | <b>days</b>       |              |               |
| <b>Total</b>                                                                                     | <b>days</b>       |              |               |

<sup>1</sup>to be completed by Firm.

<sup>2</sup>to be completed by the Department.

**Firm Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Contract Firm Project Manager

Name:

Phone:

E-mail:

Contract Firm Principal in Charge (One organization level above Project Manager):

Name:

Phone:

E-mail:

## SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

### K.1 HISTORICALLY UNDERUTILIZED BUSINESS (HUB) REPRESENTATION

#### K.1.1 Definition

- A. "Historically Underutilized Business" means an entity with its principal place of business in this State that is:
1. A corporation formed for the purpose of making a profit in which fifty-one percent (51%) or more of all classes of the shares of stock or other equitable securities are owned by one or more economically disadvantaged persons who have a proportionate interest and actively participate in the corporation's control, operation and management;
  2. A sole proprietorship created for the purpose of making a profit that is completely owned, operated and controlled by an economically disadvantaged person;
  3. A partnership formed for the purpose of making a profit in which fifty-one percent (51%) or more of the assets and interest in the partnership are owned by one or more economically disadvantaged persons who have a proportionate interest and actively participate in the partnership's control, operation, and management;
  4. A joint venture in which each entity in the venture is a HUB, as determined under another paragraph of this subdivision; or
  5. A supplier contract between a HUB as determined under another paragraph of this subdivision and a prime offeror under which the HUB is directly involved in the manufacture or distribution of the goods or otherwise warehouses and ships the goods.
- B. "Economically disadvantaged person" means a person who is economically disadvantaged because of the person's identification as a member of a certain group including Black Americans, Hispanic Americans, Women, Asian Pacific Americans, Native Americans and Service-Disabled Veterans, who has suffered the effects of discriminatory practices or other similar insidious circumstances over which the person has no control.

#### K.1.2 Representation

The Offeror represents and certifies as part of its proposal that it [X] is, or [ ] is not, a HUB certified by the Statewide Support Services Division.

### K.2 CHILD SUPPORT REPRESENTATION

- A. Under Texas Family Code, Section 231.006, a child support obligor who is more than thirty (30) Days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder or owner with an ownership interest of at least twenty-five percent (25%) is not eligible to receive payments from State funds under a Contract to provide property, materials or services.



- B. Governmental entities and any business entity, including a non-profit corporation, that does not have a majority shareholder who is a natural person capable of being a child support obligor, are not subject to Texas Family Code, Section 231.006.

Check ONE:

    X     Offeror DOES NOT have a sole proprietor, majority stockholder or substantial owner who is a natural person capable of being a child support obligor therefore IS NOT subject to Texas Family Code, Section 231.006.

\_\_\_\_ Offeror DOES have a sole proprietor, majority stockholder or substantial owner who is a natural person capable of being a child support obligor therefore IS subject to Texas Family Code, Section 231.006.

If subject to Texas Family Code, Section 231.006, a proposal must include names and social security numbers of each person with at least a twenty-five (25%) percent ownership of the business entity submitting a proposal.

---

Print Name

SSN

---

Print Name

SSN

Print Name \_\_\_\_\_

SSN

Print Name \_\_\_\_\_

SSN

Offeror certifies that the individual or business entity named in this proposal is not ineligible to receive the specified Payments and acknowledges that any resultant Contract may be terminated and Payment may be withheld if this certification is inaccurate.

### K.3 FRANCHISE TAX REPRESENTATION

The Offeror represents and certifies, as part of its proposal, that it is not currently delinquent in the payment of any franchise tax owed the State of Texas.

#### K.4 TYPE OF BUSINESS ORGANIZATION

The Offeror, by checking the applicable box, represents that:

- A. It operates as ☒ a corporation incorporated under the laws of the State of Texas,  
☐ an individual, ☐ a partnership, ☐ a nonprofit organization or ☐ a joint venture; or
- B. If the Offeror is a foreign entity, it operates as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation, registered for business in \_\_\_\_\_ (country).

**K.5 PREFERENCE CLAIM**

In accordance with Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter D, Division 2, Rule 20.306, the Offeror shall check below if claiming a preference. If the appropriate line is not marked, a preference will not be granted unless other documents included in the proposal show a right to the preference.

**K.5.1 Source and Specification Preferences**

- ☐ Products of persons with mental or physical disabilities.
- ☐ Products made of recycled, remanufactured, or environmental sensitive materials including recycled steel.
- ☐ Energy efficient products.
- ☐ Rubberized asphalt paving material.
- ☐ Recycled motor oil and lubricants.

**K.5.2 Tie-Bid Preferences**

- ☐ Goods produced or offered by a Texas Bidder that is owned by a Texas Resident Service-Disabled Veteran.\*
- ☐ Goods produced in Texas or offered by a Texas Bidder that is not owned by a Texas Resident Service-Disabled Veteran.\*
- ☐ Agricultural products produced or grown in Texas.
- ☐ Agricultural products or services offered by Texas Bidders.\*
- ☐ Services offered by a Texas Bidder that is owned by a Texas Resident Service-Disabled Veteran.\*
- ☒ Services offered by a Texas Bidder that is not owned by a Texas Resident Service-Disabled Veteran.\*
- ☐ Texas Vegetation Native to the Region.
- ☐ USA produced supplies, materials, equipment or agricultural products.

**K.5.3 Additional Preferences**

- ☐ Products produced at facilities located on formerly contaminated property.
- ☐ Products and services from economically depressed or blighted areas.
- ☐ Vendors that meet or exceed air quality standards.
- ☐ Recycled or reused computer equipment of other manufacturers.
- ☐ Foods of higher nutritional value (for consumption in a public cafeteria only).

\*By signing this proposal, the Offeror certifies that if a Texas address is shown as the address of the Contractor, the Contractor qualifies as a Texas Resident Bidder as defined in Texas Government Code, Section 2155.444.

**K.6 REPRESENTATIONS OF OFFEROR**

The Offeror represents and warrants to and for the benefit of the Department, with the intent that the Department will rely thereon for the purposes of entering into this Contract, as follows:

**K.6.1 Organization and Qualification**

If the Offeror operates as a corporation incorporated under the laws of any state outside Texas, it is duly qualified to do business as a foreign corporation in good standing in Texas.

**K.6.2 Authorization**

This Contract has been duly authorized, executed and delivered by the Offeror and, assuming due execution and delivery by the Department, constitutes a legal, valid and binding agreement enforceable against the Offeror in accordance with its terms.

**K.6.3 No Violation of Agreements, Articles of Incorporation or Bylaws**

The consummation of the transactions contemplated by this Contract and the fulfillment of the terms hereof will not conflict with, or result in a breach of any of the terms and provisions of, or constitute a default under any indenture, mortgage, deed of trust, lease, loan agreement, license, security agreement, contract, governmental license or permit or other agreement or instrument to which the Offeror is a party or by which its properties are bound, or any order, rule or regulation of any court or any regulatory body, administrative agency or other governmental body applicable to the Offeror or any of its properties, except any such conflict, breach, or default which would not materially and adversely affect the Offeror's ability to perform its obligations under this Contract, and will not conflict with, or result in a breach of any of the terms and provisions of, or constitute a default under, the Articles of Incorporation (or other corresponding charter document) or Bylaws of the Offeror.

**K.6.4 No Defaults Under Agreements**

The Offeror is not in default, nor is there any event in existence which, with notice or the passage of time or both, would constitute a default by the Offeror under any indenture, mortgage, deed of trust, lease, loan agreement, license, security agreement, contract, governmental license or permit or other agreement or instrument to which it is a party or by which any of its properties are bound and which default would materially and adversely affect the Offeror's ability to perform its obligations under this Contract.

**K.6.5 Compliance With Laws**

Neither the Offeror nor its officers and directors purporting to act on its behalf have been advised or have reason to believe that the Offeror or such officers and directors have not been conducting business in compliance with all applicable laws, rules and regulations of the jurisdictions in which the Offeror is conducting business, including all safety laws and laws with respect to discrimination in hiring, promotion or pay of employees or other laws affecting employees generally, except where failure to be in compliance would not materially and adversely affect the Offeror's ability to perform its obligations under this Contract.

**K.6.6 No Litigation**

- A. The Offeror certifies that there is not now pending, or to its knowledge threatened, any action, suit or proceeding to which the Offeror, or any of its employees, are a party, before or by any court or governmental agency or body, which may result in any material adverse change in the Offeror's ability to perform its obligations under this

Contract, or any such action, suit or proceeding related to environmental or civil rights matters.

- B. The Offeror further certifies that no labor disturbance by the employees of the Offeror exists or is imminent which may be expected to materially and adversely affect the Offeror's ability to perform its obligations under this Contract.
- C. Prior to the Department making an award of this Contract, the Department may require Offerors being considered for the award to recertify the representations set forth above. The Department, in its sole discretion, may disqualify any Offeror that in the opinion of the Department is a party, or who has any employees that are a party, to any action, suit or proceeding that may result in any material adverse change in the Offeror's ability to perform its obligations under this Contract.
- D. During the term of this Contract, to include extensions hereof, the Offeror shall notify the Department in writing within five (5) Days of the Offeror having received knowledge of any actions, suits or proceedings filed against the Offeror, or any of its employees, or to which the Offeror, or any of its employees, are a party, before or by any court or governmental agency or body, which:
  - 1. May result in any material adverse change in the Offeror's ability to perform its obligations under this Contract;
  - 2. Filed in any federal court, state court, or federal or state administrative hearing within the State of Texas regardless as to any anticipated material adverse change in the Offeror's ability to perform its obligations under this Contract;
  - 3. Is brought by or on behalf of a State of Texas Offender regardless as to any anticipated material adverse change in the Offeror's ability to perform its obligations under this Contract; and
  - 4. The Contractor shall provide in writing, to the Contract Specialist, a quarterly report listing litigation identified in the above requirements.

#### **K.6.7 Taxes**

- A. The Offeror has filed all necessary federal, State and foreign income and franchise tax returns and has paid all taxes as shown to be due thereon.
- B. The Offeror has no knowledge of any tax deficiency which has been or might be asserted against it and which would materially and adversely affect the Offeror's ability to perform its obligations under this Contract.

#### **K.6.8 Financial Statements**

- A. The Offeror has delivered to the Department a copy of its most recent audited financial report. This report must include, as a minimum the following financial information:
  - 1. Audited balance sheet;
  - 2. Statement of income; and

3. Any changes in financial position of the company.
- B. This statement fairly presents the financial position of the Offeror at the date shown and the results of its operations for the period covered, and has been prepared in conformity with Generally Accepted Accounting Principles (GAAP) applied on a consistent basis, except as discussed in the notes to the financial statement.

#### **K.6.9 No Adverse Change**

Since the date of the Offeror's most recent balance sheet provided to the Department, there has not been any material adverse change in its business or condition nor has there been any change in the assets or liabilities or financial condition of the Offeror from that reflected in such balance sheet which is material to the Offeror's ability to perform its obligations under this Contract.

#### **K.6.10 Disclosure**

There is no material fact which materially and adversely affects or in the future will (so far as Offeror can now reasonably foresee) materially and adversely affect its ability to perform its obligations under this Contract which has not been accurately set forth in this Contract or otherwise accurately disclosed in writing to the Department by the Offeror prior to the date hereof.

#### **K.6.11 No Collusion**

- A. The Offeror represents and certifies its employees, agents and representatives have not and shall not discuss or disclose the terms of their proposal and its submission or response thereto with any third party other than persons or entities, which the Offeror engaged to assist it with respect to such response or submission.
- B. Neither the Offeror nor the firm, corporation, partnership or institution represented by the Offeror or anyone acting for such firm, corporation or institution has violated the antitrust laws of this State, federal antitrust laws, nor communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business.

#### **K.6.12 Ethics**

##### **K.6.12.1 Conflict of Interest**

Pursuant to Texas Government Code, Section 572.051, any individual who interacts with public purchasers in any capacity is required to adhere to the guidelines established. Texas Government Code, Section 572.051, outlines the ethical standards required of State officers and employees who interact with public purchasers in the conduct of State business.

Specifically, a Department employee may not have an interest in, or in any manner be connected with a contract or proposal for a purchase of goods or services by an agency of the State; or in any manner, including by rebate or gift, accept or receive from a person to whom a contract may be awarded, directly or indirectly, anything of value or a promise, obligation, or contract for future reward or compensation. Entities who are interested in seeking business opportunities with the State must be mindful of these restrictions when interacting with public purchasers of the Department or purchasers of other State agencies.



**K.6.12.2 Disclosure of Interested Parties**

In accordance with Texas Government Code 2252.908, a governmental entity or state agency may not enter into a contract valued at \$1 million dollars or greater with a business entity unless the business entity, in accordance with Texas Administrative Code, Title 1, Part 2, Chapter 46, Rules 46.1, 46.3 and 46.5, submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

The disclosure of interested parties must be submitted on a form, and in a manner, prescribed by the Texas Ethics Commission. The Disclosure of Interested Parties Form (Form 1295) and instructions may be found at: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm).

**K.6.12.3 No Gratuities**

The Offeror represents that it has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted proposal.

**K.6.13 No Compensation**

Pursuant to Texas Government Code, Section 2155.004, the Offeror has not received compensation for participation in the preparation of the specifications for this proposal. Under Texas Government Code, Section 2155.004, the Offeror certifies that the individual or business entity named in this proposal or Contract is not ineligible to receive the specified Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

**K.6.14 Contracting with Executive Head of State Agency**

- A. The Offeror represents and certifies that they are in compliance with Texas Government Code, Section 669.003 relating to contracting with the executive head of a State Agency.
- B. If Section 669.003 applies, the Offeror shall complete the following information in order for the proposal to be evaluated:

Name of Former Executive: N/A

Name of State Agency: \_\_\_\_\_

Date of Separation from State Agency: \_\_\_\_\_

Date of Employment with Offeror: \_\_\_\_\_

**K.6.15 Limitation on Employment of Former State Officers**

The Offeror represents that they are in compliance with Texas Government Code, Section 572.069, relating to employment of a former state officer or employee. A former state officer or employee of the Department who during the period of state service or employment participated on behalf of the Department on a procurement or contract negotiation involving a business entity may not accept employment from that business entity before the second

anniversary of the date the officer's or employee's service or employment with the Department ceased.

#### **K.6.16 Notification**

If any of the information provided in the above representations changes during the term of this Contract, the Contractor shall submit an updated representation as soon as is reasonably possible.

#### **K.6.17 Suspension, Debarment and Terrorism**

The Department is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 13224, Executive Order on Terrorist Financing – Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective 9/24/2001 and any subsequent changes made to it via cross-referencing respondents/vendors with the Federal General Services Administration's System for Award Management (SAM, <https://www.sam.gov>), which is inclusive of the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list. Contents of EO 13224 may be viewed by accessing the following website: <http://www.whitehouse.gov/news/orders/>.

#### **K.6.18 Violation of Federal Law Relating To Reconstruction Efforts As A Result Of Hurricanes Rita, Katrina or Any Other Disaster After September 24, 2005**

Pursuant to Texas Government Code, Section 2261.053, a State Agency may not accept a proposal or award a Contract that includes proposed financial participation by a person who, during the five (5) year period preceding the date of the proposal or award, has been convicted of violating a federal law or accessed a penalty in a federal, civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery or reconstruction efforts as a result of Hurricane Rita, Katrina or any other disaster occurring after September 24, 2005. Under Texas Government Code, Section 2261.053, the Contractor certifies that the individual or business entity named in this proposal or Contract is not ineligible to receive the specified Contract and acknowledges that this Contract may be terminated and Payment withheld if this certification is inaccurate.

#### **K.6.19 Deceptive Trade Practices; Unfair Business Practices**

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

#### **K.7 REPRESENTATIONS OF THE DEPARTMENT**

The Department represents and warrants to and for the benefit of the Offeror with the intent that the Offeror will rely thereon for the purposes of entering into this Contract as follows:

**K.7.1 Authorization**

The Department has the requisite power to enter into this Contract and perform its obligations hereunder and by proper action has duly authorized the execution, delivery and performance hereof.

**K.7.2 No Violation of Agreements**

The consummation of the transactions contemplated by this Contract and the fulfillment of the terms hereof will not conflict with, or result in a breach of any of the terms and provisions of, or constitute a default under any indenture, mortgage, deed of trust, lease, loan agreement, security agreement, contract or other agreement or instrument to which the Department is a party or by which its properties are bound, or any order, rule or regulation of any court or any regulatory body, administrative agency or other governmental body applicable to the Department or any of its properties, except any such conflict, breach or default which would not materially and adversely affect the Department's ability to perform its obligations under this Contract.

**K.7.3 Disclosure**

There is no material fact which materially and adversely affects or in the future will (so far as the Department can now reasonably foresee) materially and adversely affect its ability to perform its obligations under this Contract or which might require changes in or additions to the services required under this Contract that would increase the cost to the Offeror of providing such services, which has not been accurately set forth in this Contract or otherwise accurately disclosed in writing to the Offeror by the Department prior to the date hereof.

**K.8 AUTHORIZED NEGOTIATORS**

The Offeror represents that the following persons are authorized to negotiate on its behalf with the Department in connection with this RFQ: (list names, titles and telephone numbers of the authorized negotiators).

Charles Gojer, PE, President, 214.340.1199

Berta Gojer, Office Manager, 214.340.1199

Darren Andrews, PE, 214.340.1199

**K.9 PAYEE IDENTIFICATION NUMBER**

The Payee Identification number is the taxpayer number assigned and used by the Comptroller of Public Accounts of Texas. The Offeror shall provide its Payee Identification Number in the space provided below. If this number is not known, the Offeror shall provide the Federal Taxpayer Identification Number.

Payee Identification Number: \_\_\_\_\_ or

Federal Taxpayer Identification Number: 75-1664620

**K.10 POINT OF CONTACT**

The Offeror shall provide the name, title, phone number, fax number, address and e-mail address of a point-of-contact for questions concerning the submitted Offer.

Name: Charles Gojer Title: President

Phone Number: (214) 340-1199 Fax Number: (214) 348-8053

Street Address: 11615 Forest Central Dr., Ste. 303

City: Dallas State: TX Zip Code: 75243

Email Address: cgojer@cgojer.com

**K.11 CERTIFICATION**

To be completed by the Offeror: (The Offeror must check or complete all appropriate boxes or blanks in the Representations and Certifications, on the preceding pages). The Representations and Certifications must be executed below by an individual authorized to bind the Offeror.

The Offeror makes the foregoing Representations and Certifications as part of its proposal.

Charles Gojer and Associates, Inc.  
Name of Offeror

696-FD-16-Q029  
Solicitation No.

  
Signature of Authorized Individual

12/27/16  
Date

Charles Gojer, PE

Typed Name of Authorized Individual

Note: The penalty for making false statements shall void the submitted offer or any resulting Contracts, and the Offeror shall be removed from all bid lists.

## SOLICITATION, OFFER AND AWARD

|                 |                                           |                                                                                                                                                                           |                                        |
|-----------------|-------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|
| 1. CONTRACT NO. | 2. SOLICITATION NO.<br><br>696-FD-16-Q029 | 3. TYPE OF SOLICITATION<br><input type="checkbox"/> SEALED BID (IFB)<br><input type="checkbox"/> NEGOTIATED (RFO)<br><input checked="" type="checkbox"/> NEGOTIATED (RFQ) | 4. DATE ISSUED<br><br>November 9, 2016 |
|-----------------|-------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|

### SOLICITATION

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                   |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 5. Sealed offers will be received by the Department until <b>3:00 p.m. local time on, December 28, 2016</b> , and submitted to:<br><br><div style="margin-left: 40px;">           Texas Department of Criminal Justice<br/>           Contracts and Procurement Department<br/>           Client Services and Governmental Contracts Branch<br/>           Two Financial Plaza, Suite 525<br/>           Huntsville, Texas 77340<br/> <b>Attention: 696-FD-16-Q029</b> </div> | 6. <b>FOR INFORMATION CONTACT:</b><br><br><div style="margin-left: 40px;">           Reita Johnson, CTPM, CTCM<br/>           Contract Specialist<br/><br/>           PHONE: (936) 437-7135<br/>           FAX: (325) 223-0310<br/>           E-MAIL: reita.johnson@tdcj.texas.gov         </div> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

### OFFER (Must be fully completed by Offeror)

|                                                                                                                                                                       |                       |                       |                                                                       |                         |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|-----------------------|-----------------------------------------------------------------------|-------------------------|
| 7. DISCOUNT FOR PROMPT PAYMENT:→                                                                                                                                      | 10 CALENDAR DAYS<br>% | 20 CALENDAR DAYS<br>% | 30 CALENDAR DAYS<br>%                                                 | ____ CALENDAR DAYS<br>% |
| 8. ACKNOWLEDGMENT OF AMENDMENTS:<br><i>(The Offeror acknowledges receipt of amendments to the SOLICITATION for Offerors and related documents numbered and dated:</i> | AMENDMENT NO.         | DATE                  | AMENDMENT NO.                                                         | DATE                    |
|                                                                                                                                                                       |                       |                       |                                                                       |                         |
|                                                                                                                                                                       |                       |                       |                                                                       |                         |
| 9. NAME AND ADDRESS OF OFFEROR:→                                                                                                                                      |                       |                       | 10. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or Print) |                         |
| 11. TELEPHONE NO. (Include area code)                                                                                                                                 | 12. SIGNATURE         |                       | 13. OFFER DATE                                                        |                         |

### TO BE COMPLETED AT TIME OF AWARD

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|
| <b>Document Type: 9</b><br><b>Statutory Cite: Texas Government Code, Section 2254.</b><br>This award consummates the Contract which consists of the following documents: (a) the State's solicitation, and solicitation amendments, such provisions, representations, certifications, specifications, and negotiated changes as hereby incorporated and attached to this award (b) the Contractor's offer, points of clarification, responses to clarification request and/or best and final offer, and negotiated changes as hereby incorporated and attached to this award and (c) this award. In the event of a conflict between any terms and conditions of this Contract document with Contractor's offer, points of clarification and/or best and final offer, the terms which are more favorable to the Department shall prevail.<br><br>The total funding for the Base Period of this Contract (March 1, 2017 through August 31, 2019) shall not exceed \$_____. |                                                                                                                                |
| <b>Contractor</b><br><br>By: _____<br>Name: _____<br>Title: _____<br>Date: _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <b>Texas Department of Criminal Justice</b><br><br>By: _____<br>Jerry McGinty<br>Title: Chief Financial Officer<br>Date: _____ |



## TABLE OF CONTENTS

|                                                                                                   | Page      |
|---------------------------------------------------------------------------------------------------|-----------|
| <b>TABLE OF CONTENTS.....</b>                                                                     | <b>2</b>  |
| <b>SECTION A - CONTRACT DEFINITIONS .....</b>                                                     | <b>6</b>  |
| <b>SECTION B - RESERVED FOR FUTURE USE .....</b>                                                  | <b>9</b>  |
| <b>SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT .....</b>                                | <b>10</b> |
| C.1 BACKGROUND .....                                                                              | 10        |
| C.2 GENERAL DUTIES AND OBLIGATIONS .....                                                          | 10        |
| C.3 GENERAL SCOPE .....                                                                           | 11        |
| C.4 TYPE OF PROJECTS .....                                                                        | 11        |
| C.5 GENERAL DESIGN CRITERIA .....                                                                 | 11        |
| C.6 DEPARTMENT RESPONSIBILITIES FOR SERVICE AUTHORIZATIONS .....                                  | 12        |
| C.7 SCOPE OF WORK .....                                                                           | 12        |
| C.8 CONCEPT OPPORTUNITIES .....                                                                   | 18        |
| C.9 SERVICE AUTHORIZATIONS .....                                                                  | 18        |
| C.10 INVESTIGATORY SERVICES .....                                                                 | 19        |
| C.11 DESIGN SERVICES .....                                                                        | 19        |
| C.11.1 Architect/Engineer's Finished Product .....                                                | 19        |
| C.11.2 Aspects of Design Service .....                                                            | 19        |
| C.11.3 Design Analysis .....                                                                      | 20        |
| C.11.4 Drawings .....                                                                             | 21        |
| C.11.5 Technical Specifications .....                                                             | 21        |
| C.11.6 Estimated Construction Cost .....                                                          | 24        |
| C.11.7 Estimated Construction Duration .....                                                      | 24        |
| C.11.8 Contractor Quality Control (Statement of Review) .....                                     | 24        |
| C.12 DOCUMENT REVIEW PHASES .....                                                                 | 25        |
| C.12.1 Document Submittal Phase(s) .....                                                          | 25        |
| C.12.2 Pre-Final Technical Review Phase .....                                                     | 29        |
| C.12.3 Final Technical Review Phase .....                                                         | 29        |
| C.12.4 Contractual Review Phase (Contract Construction Only) .....                                | 29        |
| C.12.5 Construction Document Phase (Signed/Sealed Documents – Issued for Construction) .....      | 29        |
| C.13 BID SERVICES .....                                                                           | 30        |
| C.14 CONSTRUCTION ADMINISTRATION SERVICES .....                                                   | 31        |
| C.14.1 The Construction Administration Phase of the Contractor Contract will Commence: .....      | 31        |
| C.14.2 Professional Inspection .....                                                              | 31        |
| C.14.3 Required Project Conferences, Meetings and Other Services Included in Basic Services ..... | 33        |
| C.15 ADDITIONAL SERVICES .....                                                                    | 36        |
| C.16 WARRANTY OF FINAL DOCUMENTS .....                                                            | 37        |
| C.17 DISCREPANCIES .....                                                                          | 37        |
| <b>SECTION D - REPORTS AND DATA .....</b>                                                         | <b>38</b> |
| D.1 REPORTS REQUIRED FROM A/E .....                                                               | 38        |
| <b>SECTION E - INSPECTION AND ACCEPTANCE .....</b>                                                | <b>39</b> |
| E.1 INSPECTION AND ACCEPTANCE OF SERVICES .....                                                   | 39        |
| E.2 AUTHORITY TO AUDIT .....                                                                      | 39        |
| E.3 AUDITS BY OTHER AGENCIES .....                                                                | 40        |
| E.4 FRAUD, WASTE OR ABUSE .....                                                                   | 40        |
| <b>SECTION F - DELIVERIES OR PERFORMANCE .....</b>                                                | <b>41</b> |
| F.1 CONTRACT TERM .....                                                                           | 41        |
| F.2 DESIGN WITHIN FUNDING LIMITATIONS .....                                                       | 41        |
| F.3 RESPONSIBILITY OF THE ARCHITECT/ENGINEER .....                                                | 41        |
| F.4 DEFINITION OF A DESIGN DEFICIENCY .....                                                       | 41        |

|                                                       |                                                                               |           |
|-------------------------------------------------------|-------------------------------------------------------------------------------|-----------|
| F.5                                                   | EXTENT OF LIABILITY .....                                                     | 42        |
| F.6                                                   | DEPARTMENT RESPONSIBILITIES FOR CONTRACTOR LIABILITY.....                     | 42        |
| <b>SECTION G - CONTRACT ADMINISTRATION DATA .....</b> |                                                                               | <b>44</b> |
| G.1                                                   | CLAUSES INCORPORATED BY REFERENCE .....                                       | 44        |
| G.2                                                   | AUTHORITY – AUTHORIZED REPRESENTATIVES AND CONTRACT SPECIALIST .....          | 44        |
| G.2.1                                                 | Authorized Representative .....                                               | 44        |
| G.2.2                                                 | Contract Specialist .....                                                     | 44        |
| G.2.3                                                 | Technical Coordinator .....                                                   | 45        |
| G.3                                                   | INVOICES AND PAYMENTS .....                                                   | 45        |
| G.3.1                                                 | Payment by Direct Deposit .....                                               | 45        |
| G.3.2                                                 | Payments under Fixed Price Architect/Engineer Contracts .....                 | 46        |
| G.3.3                                                 | Compensation for Additional Services.....                                     | 46        |
| G.3.4                                                 | Late Payment .....                                                            | 47        |
| G.3.5                                                 | Payment of Debt Owed to the State of Texas .....                              | 47        |
| G.3.6                                                 | Right to Offset .....                                                         | 47        |
| G.3.7                                                 | Withholding of Payment.....                                                   | 47        |
| <b>SECTION H - SPECIAL CONTRACT REQUIREMENTS.....</b> |                                                                               | <b>48</b> |
| H.1                                                   | INSURANCE REQUIREMENTS .....                                                  | 48        |
| H.1.1                                                 | Required Provisions.....                                                      | 49        |
| H.2                                                   | SUBCONTRACTORS .....                                                          | 50        |
| H.2.1                                                 | Insurance .....                                                               | 50        |
| H.2.2                                                 | Historically Underutilized Business (HUB).....                                | 50        |
| H.3                                                   | UTILIZATION OF PRODUCTS AND MATERIALS PRODUCED IN TEXAS .....                 | 51        |
| H.4                                                   | BOOKS AND RECORDS .....                                                       | 51        |
| H.5                                                   | ORGANIZATIONAL AND NAME CHANGE .....                                          | 51        |
| H.6                                                   | FREE EXERCISE OF RELIGION .....                                               | 51        |
| H.7                                                   | SECURITY .....                                                                | 52        |
| <b>SECTION I - CONTRACT CLAUSES .....</b>             |                                                                               | <b>53</b> |
| I.1                                                   | AVAILABILITY OF FUNDS FOR NEXT FISCAL YEAR .....                              | 53        |
| I.2                                                   | ADVERTISING OF AWARD.....                                                     | 53        |
| I.3                                                   | DEFAULT AND TERMINATION.....                                                  | 53        |
| I.3.1                                                 | Default by the Contractor .....                                               | 53        |
| I.3.2                                                 | Further Opportunity to Cure .....                                             | 54        |
| I.3.3                                                 | Remedy of the Department.....                                                 | 54        |
| I.3.4                                                 | Termination for Unavailability of Funds .....                                 | 55        |
| I.3.5                                                 | Non-Appropriation Effect and Remedy.....                                      | 56        |
| I.3.6                                                 | Termination for Convenience.....                                              | 56        |
| I.3.7                                                 | Termination by Mutual Agreement.....                                          | 56        |
| I.3.8                                                 | Termination Procedures.....                                                   | 56        |
| I.3.9                                                 | Default by the Department.....                                                | 57        |
| I.3.10                                                | Remedy of the Contractor.....                                                 | 57        |
| I.3.11                                                | Dispute Resolution .....                                                      | 57        |
| I.4                                                   | NO WAIVER OF RIGHTS .....                                                     | 58        |
| I.5                                                   | INDEMNIFICATION OF THE DEPARTMENT .....                                       | 58        |
| I.5.1                                                 | Acts or Omissions .....                                                       | 58        |
| I.5.2                                                 | Infringement .....                                                            | 59        |
| I.5.3                                                 | Taxes/Workers' Compensation/Unemployment Insurance – Including Indemnity..... | 59        |
| I.6                                                   | NO WAIVER OF DEFENSES.....                                                    | 60        |
| I.7                                                   | INDEPENDENT CONTRACTOR .....                                                  | 60        |
| I.8                                                   | LAWS OF TEXAS.....                                                            | 60        |
| I.9                                                   | ASSIGNMENT .....                                                              | 61        |
| I.10                                                  | MAINTENANCE OF CORPORATE EXISTENCE AND BUSINESS.....                          | 61        |
| I.11                                                  | APPROVAL OF CONTRACT .....                                                    | 61        |
| I.12                                                  | NON-DISCRIMINATION.....                                                       | 61        |

|                                                                                           |                                                                                                                                                          |           |
|-------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| I.13                                                                                      | CONFIDENTIALITY AND OPEN RECORDS .....                                                                                                                   | 62        |
| I.13.1                                                                                    | Confidentiality.....                                                                                                                                     | 62        |
| I.13.2                                                                                    | Open Records.....                                                                                                                                        | 62        |
| I.14                                                                                      | CONTRACT CHANGES.....                                                                                                                                    | 62        |
| I.15                                                                                      | OPTION TO EXTEND THE CONTRACT TERM .....                                                                                                                 | 62        |
| I.16                                                                                      | OPTION TO EXTEND SERVICES.....                                                                                                                           | 63        |
| I.17                                                                                      | SEVERABILITY .....                                                                                                                                       | 63        |
| I.18                                                                                      | IMMIGRATION .....                                                                                                                                        | 63        |
| I.19                                                                                      | NO LIABILITY UPON TERMINATION .....                                                                                                                      | 63        |
| I.20                                                                                      | LIMITATION ON AUTHORITY .....                                                                                                                            | 63        |
| I.21                                                                                      | INTELLECTUAL PROPERTY INDEMNIFICATION.....                                                                                                               | 63        |
| I.22                                                                                      | ELECTRONIC AND INFORMATION RESOURCES ACCESSIBILITY STANDARDS, AS REQUIRED BY TEXAS ADMINISTRATIVE CODE, TITLE 1, PART 10, CHAPTER 213.....               | 64        |
| I.23                                                                                      | RIGHTS TO DATA, DOCUMENTS AND COMPUTER SOFTWARE (STATE OWNERSHIP) .....                                                                                  | 64        |
| I.24                                                                                      | FORCE MAJEURE .....                                                                                                                                      | 64        |
| I.25                                                                                      | NOTICES.....                                                                                                                                             | 65        |
| I.26                                                                                      | SUBSTITUTIONS.....                                                                                                                                       | 65        |
| I.27                                                                                      | U.S. DEPARTMENT OF HOMELAND SECURITY'S E-VERIFY SYSTEM.....                                                                                              | 65        |
| <b>SECTION J - LIST OF EXHIBITS .....</b>                                                 |                                                                                                                                                          | <b>66</b> |
| <b>SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS.....</b> |                                                                                                                                                          | <b>67</b> |
| K.1                                                                                       | HISTORICALLY UNDERUTILIZED BUSINESS (HUB) REPRESENTATION.....                                                                                            | 67        |
| K.1.1                                                                                     | Definition .....                                                                                                                                         | 67        |
| K.1.2                                                                                     | Representation.....                                                                                                                                      | 67        |
| K.2                                                                                       | CHILD SUPPORT REPRESENTATION .....                                                                                                                       | 67        |
| K.3                                                                                       | FRANCHISE TAX REPRESENTATION.....                                                                                                                        | 68        |
| K.4                                                                                       | TYPE OF BUSINESS ORGANIZATION .....                                                                                                                      | 68        |
| K.5                                                                                       | PREFERENCE CLAIM .....                                                                                                                                   | 68        |
| K.5.1                                                                                     | Source and Specification Preferences .....                                                                                                               | 69        |
| K.5.2                                                                                     | Tie-Bid Preferences .....                                                                                                                                | 69        |
| K.5.3                                                                                     | Additional Preferences.....                                                                                                                              | 69        |
| K.6                                                                                       | REPRESENTATIONS OF OFFEROR .....                                                                                                                         | 69        |
| K.6.1                                                                                     | Organization and Qualification.....                                                                                                                      | 69        |
| K.6.2                                                                                     | Authorization .....                                                                                                                                      | 69        |
| K.6.3                                                                                     | No Violation of Agreements, Articles of Incorporation or Bylaws .....                                                                                    | 70        |
| K.6.4                                                                                     | No Defaults Under Agreements.....                                                                                                                        | 70        |
| K.6.5                                                                                     | Compliance With Laws .....                                                                                                                               | 70        |
| K.6.6                                                                                     | No Litigation .....                                                                                                                                      | 70        |
| K.6.7                                                                                     | Taxes.....                                                                                                                                               | 71        |
| K.6.8                                                                                     | Financial Statements .....                                                                                                                               | 71        |
| K.6.9                                                                                     | No Adverse Change.....                                                                                                                                   | 71        |
| K.6.10                                                                                    | Disclosure .....                                                                                                                                         | 72        |
| K.6.11                                                                                    | No Collusion.....                                                                                                                                        | 72        |
| K.6.12                                                                                    | Ethics.....                                                                                                                                              | 72        |
| K.6.13                                                                                    | No Compensation .....                                                                                                                                    | 73        |
| K.6.14                                                                                    | Contracting with Executive Head of State Agency .....                                                                                                    | 73        |
| K.6.15                                                                                    | Limitation on Employment of Former State Officers.....                                                                                                   | 73        |
| K.6.16                                                                                    | Notification .....                                                                                                                                       | 73        |
| K.6.17                                                                                    | Suspension, Debarment and Terrorism.....                                                                                                                 | 73        |
| K.6.18                                                                                    | Violation of Federal Law Relating To Reconstruction Efforts As A Result Of Hurricanes Rita, Katrina or Any Other Disaster After September 24, 2005 ..... | 74        |
| K.6.19                                                                                    | Deceptive Trade Practices; Unfair Business Practices .....                                                                                               | 74        |
| K.7                                                                                       | REPRESENTATIONS OF THE DEPARTMENT .....                                                                                                                  | 74        |
| K.7.1                                                                                     | Authorization .....                                                                                                                                      | 74        |
| K.7.2                                                                                     | No Violation of Agreements .....                                                                                                                         | 74        |
| K.7.3                                                                                     | Disclosure .....                                                                                                                                         | 74        |

|                                                                           |                                                                        |           |
|---------------------------------------------------------------------------|------------------------------------------------------------------------|-----------|
| K.8                                                                       | AUTHORIZED NEGOTIATORS .....                                           | 75        |
| K.9                                                                       | PAYEE IDENTIFICATION NUMBER .....                                      | 75        |
| K.10                                                                      | POINT OF CONTACT .....                                                 | 75        |
| K.11                                                                      | CERTIFICATION .....                                                    | 76        |
| <b>SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS .....</b> |                                                                        | <b>77</b> |
| L.1                                                                       | RESERVED FOR FUTURE USE .....                                          | 77        |
| L.2                                                                       | AMENDMENTS TO SOLICITATIONS .....                                      | 77        |
| L.3                                                                       | LATE SUBMISSIONS, MODIFICATIONS AND WITHDRAWALS OF PROPOSALS .....     | 77        |
| L.4                                                                       | SIGNATURES ON PROPOSAL SUBMITTED .....                                 | 77        |
| L.5                                                                       | PROPOSAL ACCEPTANCE PERIOD .....                                       | 78        |
| L.6                                                                       | CONTRACT AWARD .....                                                   | 78        |
| L.7                                                                       | RIGHTS OF THE DEPARTMENT .....                                         | 78        |
| L.8                                                                       | PROPOSAL PREPARATION INSTRUCTIONS.....                                 | 79        |
| L.8.1                                                                     | Section 1 – Contract Forms .....                                       | 80        |
| L.8.2                                                                     | Section 2 – Qualifications and Past Performance .....                  | 81        |
| L.8.3                                                                     | Section 3 – Solicitation Compliance and Exceptions or Deviations ..... | 81        |
| L.8.4                                                                     | Section 4 – HUB Subcontracting Plan .....                              | 82        |
| L.9                                                                       | RESERVED FOR FUTURE USE .....                                          | 82        |
| L.10                                                                      | DISCUSSION AND CORRESPONDENCE .....                                    | 82        |
| L.11                                                                      | LEGISLATIVE BUDGET BOARD (LBB) POSTINGS .....                          | 83        |
| L.12                                                                      | PRE-PROPOSAL CONFERENCE .....                                          | 83        |
| L.13                                                                      | SUMMARY OF KEY DATES FOR PROPOSAL SUBMISSION .....                     | 84        |
| <b>SECTION M - EVALUATION FACTORS FOR AWARD .....</b>                     |                                                                        | <b>85</b> |
| M.1                                                                       | SELECTION PROCESS.....                                                 | 85        |
| M.2                                                                       | RESERVED FOR FUTURE USE .....                                          | 85        |
| M.3                                                                       | OVERALL RELATIVE IMPORTANCE OF EVALUATION CRITERIA .....               | 85        |
| M.3.1                                                                     | Experience .....                                                       | 85        |
| M.3.2                                                                     | Construction Expertise .....                                           | 86        |
| M.3.3                                                                     | References .....                                                       | 86        |
| M.3.4                                                                     | Resources .....                                                        | 86        |
| M.3.5                                                                     | Design Approach.....                                                   | 86        |

## SECTION A - CONTRACT DEFINITIONS

The following terms used in this Contract, unless the context indicates otherwise, have the meanings set forth below:

**Architect/Engineer (A/E)** means the Registered Architect or Engineering firm or firm employee performing necessary Design Services on a project for the Department.

**Authorized Representative** means the person designated in writing to act for and on behalf of the party of this Contract, which designation has been furnished to the other party hereto as described in Section G.2.1.

**Certifying Authority** means the Design Professional who has, or will, provide professional seal and signature for required plans and/or specifications.

**Construction Contract** means the Contract for Construction resulting from the solicitation based on the A/E Firm's Construction Documents (Signed/Sealed Documents – Issued for Bid/Construction).

**Construction Contractor** means the entity awarded the Construction Contract.

**Contract** where this term appears alone means the resulting Contract between the A/E Firm and the Department.

**Contract Firm Principal In Charge** means direct supervisor, one (1) organizational level above the Contract Firm Project Manager.

**Contract Firm Project Manager** means the individual employed by A/E firm responsible for performance of requirements for applicable Service Authorization.

**Contract Specialist** means the Department employee responsible for administration of the Contract, as described in Section G.2.2.

**Contract Term** means the duration of this Contract as specified in Section F.1.

**Contractor** means the Registered Architect or Engineering firm or firm employee performing necessary Design Services on a project for the Department.

**Days** means calendar days unless otherwise specified.

**Department** means the Texas Department of Criminal Justice.

**Department Policy/Policies** means all written policies, procedures, standards, guidelines, directives, and manuals of the TBCJ and the Department applicable to providing the Services specified under this Contract, which the Department shall make available to the Contractor and with which the Contractor has an affirmative obligation to be and remain familiar.

**Design Professional** means a person registered as an architect under Occupations Code, Chapter 1051, a landscape architect under Occupations Code, Chapter 1052, an engineer under Occupations Code, Chapter 1001, or any person licensed or certified as acceptable to applicable Authority Having Jurisdiction such as a Fire Alarm Planning Superintendent, etc.



**Design Services Agreement (DSA)** means the executed Contract for Design Services resulting from subject solicitation.

**Detailed Inspection** means the close, technical, on-site examination of material, structure, equipment and surveillance of the quality and methods of Work, performed by one or more full-time personnel at the project site, to reasonably ensure that the project is accomplished in compliance with information in the Contract documents and with good construction practices.

**Event of Default** means any of the events or circumstances described in Section I.3.

**FD** means Facilities Division.

**FD Representative** means the designated employee of the Department to be the point of contact for the contracted A/E for the duration of the project and a point of reference to assist the A/E in design questions.

**Fiscal Year** means any of the one (1) year periods beginning September 1 and ending August 31, which periods are used for annual budgetary purposes by the State of Texas.

**Full-Time Project Construction Inspector** means an employee of the Contractor who has been assigned for eight (8) hour days during regular business hours for some part of the construction period.

**Incomplete/Unfinished Submittal** means submittal does not contain all elements required for the submittal per the DSA and/or the applicable Service Authorization.

**Owner** means the Texas Department of Criminal Justice.

**Project Administrator** means the Department Employee responsible for administration and direction of progress on a construction project.

**Project Lead** means the representative of the A/E firm assigned day-to-day responsibility for coordination and/or interface with the Department's FD Representative for individual Service Authorization; to include preparation, assembling and transmission of submittal(s). The Project Lead shall be responsible to report to the Project Manager, but shall have full authority to take action on behalf of the A/E in all decision activities.

**Project Manager** means the representative of the A/E firm assigned as one (1) organizational level above the Project Lead. Project Manager may be an individual who is not a direct employee of the A/E firm that holds this Contract, but who is a direct employee of a sub-provider to the A/E firm that holds this Contract.

**Record Documents** means drawings that have been revised to include modifications, revisions or changes to the project including dimensions, nomenclatures, equipment, model numbers and any other information that may be deemed important or necessary to show a full and correct set of drawings that accurately reflect the completed project.

**RFP** means Request for Fee Proposal.

**Service Authorization (SA)** means written authorization instructing the Contractor of Work to be performed at a "not-to-exceed" or "lump sum" amount. (See Exhibit J.6.).

**Standards of Conduct** means the rules and regulations by which Contractor employees adhere to while on TDCJ property. (See Exhibit J.7.)

**Successor** means those who assume the place of another and fulfills his or her role or continues in his or her position, one who has been duly chosen to accede to some office after its current occupant.

**Corporate Successor** means a corporation that takes on the burdens and arrogates the rights of a predecessor corporation by merger, acquisition, or other valid legal succession.

**TDCJ** means the Texas Department of Criminal Justice, an agency of the State of Texas.

**Technical Coordinator** means the Facilities Engineering A/E Contract Technical Coordinator.

**Unfinished Submittal** means the submittal is not complete based on requirements including, but not limited to, incorporation of information, integration of review comments, inclusion of design detail, etc., per the Design Services Agreement and the applicable Service Authorization.

**Work** means a task or job issued in accordance with the terms and conditions of the Contract.

**SECTION B - RESERVED FOR FUTURE USE**

**SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT****C.1 BACKGROUND**

- A. Pursuant to Texas Government Code, Chapter 2254, Subchapter A, the Texas Department of Criminal Justice (TDCJ), hereafter referred to as the Department, is seeking Architect/Engineer (A/E) services to provide design and other services as outlined herein.
- B. The Department intends to Contract for the following disciplines:
  - 1. Mechanical-Boilers/Chillers/HVAC
  - 2. Mechanical-Plumbing (kitchens, laundry, showers, toilets, etc.)
  - 3. Electrical-Distribution/Utilization Systems
  - 4. Electrical-Locking Systems/Controls (possibly interfaced with intercom, video, etc.)
  - 5. Electrical-Lighting/Controls (interior and exterior)
  - 6. Electrical-Fire Alarm Systems
  - 7. Civil-Roadways/Bridges
  - 8. Civil-Water/Wastewater
  - 9. Civil-Structural (single to four-story)
  - 10. Arch-Renovation interior space
  - 11. Arch-Roof repair/replace
  - 12. Arch-Building envelope repair/replace

**C.2 GENERAL DUTIES AND OBLIGATIONS**

- A. The A/E shall provide design and other services for the Department. Design Services in this Contract are defined as complete Architectural/Engineering Designs which may include any or all of the following disciplines: Architectural, Roofing Architects/Engineers, Mechanical, Electrical (power, high voltage, and electronic security), Plumbing, Civil, Structural and Fire Protection Engineering. The A/E shall provide necessary Design Services, Bid Services and Construction Administration Services to the TDCJ Facilities Division, Engineering Department, in supporting TDCJ Operations and Maintenance Departments on existing facilities throughout the State of Texas.
- B. The Contract between the A/E and the Department will be a firm-fixed price contract based on fixed hourly rates for a base period of two (2) years and six (6) months, with three (3) one (1) year option periods. Each A/E shall be paid only for the Work performed during the five (5) and one-half (1/2) year period, with the funded amount listed on the Solicitation, Offer and Award page for the duration of the Contract inclusive of extension periods, or as increased by the Department.

**C.3 GENERAL SCOPE**

The A/E shall perform all Investigative and Design Services resulting in Construction Documents, Bid Services and Construction Administration Services including travel, and provide all labor and materials, except as hereinafter stated, using criteria provided. The A/E shall prepare studies and designs, and furnish the Department with completed project documents. These may include, but not be limited to, Preliminary Site Investigation Reports, Design Analyses, Equipment Layouts or Schedules, Project Drawings, Technical Provisions (Specifications) and Cost Estimates. These documents must meet the requirements of the Texas Commission on Environmental Quality (TCEQ), Texas Department of Transportation (TxDOT), Texas Department of Licensing and Regulation (TDLR), State Fire Marshall's Office, State Energy Conservation Office and other agencies as required for submittals, and other pertinent documents as required, to provide complete design for construction projects with the Department as stated in the Contract and subsequent Service Authorizations (SAs).

**C.4 TYPE OF PROJECTS**

The A/E shall perform complete Design Services for minor construction, major renovation, repairs, maintenance, and study projects. Projects may involve but shall not be limited to: architectural, roofing design, mechanical, electrical, plumbing, water, waste water, electronic security, and fire protection. Projects shall generally involve the remodeling of existing facilities from minor repair and upgrading to major facility renovations.

**C.5 GENERAL DESIGN CRITERIA**

Design and construction shall conform to the current issue of the following standards and publications (this is only a partial list and should not be construed as limiting the standards, which may apply to a specific project):

- All Policy Letters and Engineering Technical Letters (ETLs)
- American Architectural Manufacturers Association (AAMA)
- American Society of Heating, Refrigeration, and Air-Conditioning Engineers (ASHRAE)
- American Society of Mechanical Engineers (ASME)
- American Society for Testing and Materials (ASTM)
- American National Standards Institute (ANSI)
- Antiquities Code of Texas
- CSI Format
- Factory Mutual (FM)
- Illumination Engineers Society of North America (IESNA)
- International Code Council (ICC)
- National Fire Protection Codes (NFPA)
- National Roofing Contractors Association (NRCA)
- Occupational Safety and Health Act requirements
- State Energy Conservation Office (SECO) requirements (34 TAC 19.32 Energy and Water Conservation Design Standards)
- ANSI/ASHRAE/IESNA 90.1
- Water Efficiency Standards for State Buildings and Institutions of Higher Education Facilities
- Texas Department of Criminal Justice Safety and Health Requirements
- Texas Commission on Environmental Quality (TCEQ)
- Texas Department of Licensing and Regulation (TDLR)



- and any other federal, State and local regulations, codes and standards, as applicable.

#### **C.6 DEPARTMENT RESPONSIBILITIES FOR SERVICE AUTHORIZATIONS**

- A. The Department shall furnish the A/E with the following:
1. Agency developed standard specifications, if available, as applicable for an individual Service Authorization.
  2. Department furnished equipment lists, if required.
  3. As-built drawings of facilities needed to perform designs, if available.
  4. All policy letters and engineering technical letters.
- B. Each Request for Fee Proposal (RFP) for an individual Service Authorization shall include a brief description of the Work to be accomplished and design considerations.
- C. The A/E shall, at all reasonable times, have access to the Work at all stages of preparation or progress.

#### **C.7 SCOPE OF WORK**

The A/E shall provide one or more of the following services for each Service Authorization (C.9). The A/E's Design Services shall consist of the Work described in this Contract including, but not limited to:

- A. The A/E shall use existing plans, specifications, and submittal data, if available and allowable, site visits to the facility and written directions received from the FD Representative assigned to the project as the basis for their design to provide Construction Documents (C.12.5). All information gathered through available documents shall be field verified prior to being used in the design.

Requirements include development of electronic drawing file versions of existing conditions if such is not currently available from the Department's archives.

- B. The A/E shall include travel time, transportation expenses and per diem to Huntsville, Texas and the project sites as necessary, to provide the following if required in the Service Authorization:
1. Investigatory Services (C.10).
  2. Design Services (C.11) including Design Review Meetings as described in the Contract for each Document Review Phase (C.12.1.G).
  3. Bid Services (C.13) as described in the Contract.
  4. Construction Administration Services (C.14) including Monthly Project Meetings as described in the Contract.
  5. Additional Services (C.15) as described in the Contract.

## C. Trips – Service Authorization Related:

1. A maximum number of site visits (trips) shall be negotiated and agreed upon by the A/E and the Department for each project assigned. The maximum number of trips shall be a combination of site visits provided as Basic Services and Additional Services.
2. Each resource making a trip is considered by the Department as a trip for the purposes of determining the number of trips included in fees for a specific Service Authorization (e.g. if both the Project Lead and a separate individual identified as the Professional Engineer are identified and approved during fee negotiations to attend the Pre-Construction Meeting, this situation would constitute two (2) trips).
3. If a trip is planned/proposed during fee negotiations (other than those otherwise identified as required by this Contract), it shall be identified as a specific task under the appropriate applicable Phase and justified in the Proposal Letter. A trip undertaken by the A/E, not identified in this manner and not otherwise approved as a trip under Additional Services, cannot be compensated and /or reimbursed.
4. Only one resource is to be identified in the Proposal Letter to attend the Document Review, Pre-Bid and Monthly Progress Review Meetings.
  - a. This limitation is applicable to projects with sub-providers. Exceptions may be approved on a case-by-case basis, if justified to the satisfaction of the Department in the Proposal Letter.
  - b. Limitation does not extend to trips otherwise identified to accomplish specific tasks, such as activities identified to carry out Investigatory Services.
  - c. Specific needs that may arise during the course of the project shall be managed as Additional Services (AS-1).
  - d. Multiple resources identified in the Proposal Letter to attend Pre-Construction, Pre-Final and Final Inspection meetings are subject to require justification before the Proposal Letter is accepted, and the Department reserves the right to decline.
  - e. Time and travel expenses to/from outside the State of Texas shall be identified as such in the Proposal Letter and are negotiable.
  - f. Each voucher submitted for remission of fees shall identify the number of trips remaining for both Basic Services and Additional Services.
  - g. The A/E shall notify the FD Representative and the Technical Coordinator ninety (90) Days in advance of expected depletion of trips for either Basic Services or Additional Services, should it appear that additional trips will be required.
5. Travel expenses are reimbursable only if the purpose of the travel clearly involved official state business. Travel expenses may not exceed applicable state reimbursement rates, which are governed by Texas Government Code, Chapter 660; the General Appropriations Act; and the TDCJ Travel Guide.

D. The Department and A/E shall adhere to the agreed Project Schedule (Exhibit J.13), subsequently referred to as “the J.13” or “J.13”. The A/E shall include as a part of Basic Services the requirements for production of each submittal outlined in the agreed Project Schedule.

1. During the time frame identified on the J.13 for development of a submittal, the A/E may provide interim submittals to request approvals of the Work products prior to providing the complete submittal. This shall enable the A/E to simultaneously produce various phases of the programming and design scope of services in order to aid the achievement of the design schedule presented herein.

For provided interim submittals, the A/E shall identify the maximum allowable time frame for the Department response required to maintain the A/E's contracted submittal schedule as identified on the J.13. The Department shall not unduly withhold such approvals or authorizations.

2. If the duration for development of a submittal is greater than thirty (30) Days per the J.13, the A/E shall provide a bi-monthly (1<sup>st</sup> and 15<sup>th</sup>) status report to the Department's FD Representative and the Technical Coordinator identified in each Statement of Work, that at minimum addresses the following (a sample form will be provided upon request; use of this form is not required):

- a. Date;
- b. Major Work Request (MWR) number;
- c. Unit;
- d. Project title;
- e. Activities since previous report;
- f. Work items for coming week(s);
- g. Issues/items to be aware of;
- h. Information requested/required;
- i. Critical issues; and
- j. Next submittal due date.

3. At the conclusion of each Service Authorization, an evaluation of the A/E for subject Service Authorization shall specifically address the timeliness of design submittals.

E. The A/E shall include the coordination of design effort(s) with the governmental authorities having jurisdiction (C.5) so that the applicable governmental requirements are met by the A/E's design. The A/E shall also coordinate design effort(s) with city (community), county and local utility service providers so that the applicable local requirements are met by the A/E's design and that the utility requirements of the project will be met.

F. The A/E shall provide the required technical support to the construction personnel, including providing additional information and/or clarification of information provided, recommendations and/or review of proposed equipment, and installation questions. The A/E will represent the Department in technical decisions with the Construction Contractor and coordination with the Department.

G. The following information is to serve only as a guide for the A/E in the development of the design, plans, and specifications:

1. Architectural Firms

The A/E shall provide architecture, architectural design, and architectural engineering, providing designs in compliance with NFPA, International Building Code, and the Texas Standard for Accessibility (TAS), ANSI/ASHRAE/IESNA, and all other codes where applicable.

2. Roofing Architectural Engineering Firms

- a. The A/E shall provide in the Design Analysis (C.11.3), either through invasive or non-invasive techniques, a determination of the presence and percentage of moisture under existing roofs.
- b. The A/E shall provide in the Design Analysis (C.11.3.) an evaluation of the proposed roofing system (metal roofing, built-up roofing, single ply roofing, thermoplastic olefin (TPO), ethylene propylene diene monomer (EPDM), modified bitumen, etc.) and make recommendations and justifications for the systems to be used.
- c. The A/E shall be capable of providing roofing designs for the project assigned, if applicable and mutually agreed upon, by the A/E and the Department.
- d. The A/E shall be familiar with ASTM, NRCA, ANSI/ASHRAE/IESNA, and other standards of roofing practice.

3. Mechanical Firms

- a. The A/E shall provide in the Design Analysis (C.11.3.) cooling and heating load calculations for the project assigned. The A/E shall use industry-recognized heating and cooling load analysis software programs (DOE2, Trace, Blast, E20, Elite, etc.) to perform the load analysis.
- b. The A/E shall utilize existing plans, specifications, submittal data (if available), site visits to the facility and field verification to determine full load calculations.
- c. The A/E shall analyze and recommend any necessary changes to the outside air quantities to comply with the TDCJ Facility Engineering requirements and best energy engineering measures to reduce the required cooling and heating capacities.
- d. The A/E shall analyze and recommend any changes in air handling unit(s) (AHUs) capacities; coil sizes and configuration; supply, return, and outside air quantities; AHU blower horsepower requirements; and controls schemes.

- e. The A/E shall analyze the duct sizes and configuration and make recommendations for changes in duct sizes, if any, and configuration as required.
- f. The A/E shall analyze exhaust, smoke removal systems, and ventilation fan capacities. Based on energy considerations, facility requirements, and airflow requirements for each zone, the A/E shall recommend changes to meet the design intent of the facility as it is understood at the time of this analysis.
- g. The A/E shall ensure that existing devices requiring reprogramming are identified and reprogrammed as part of the Construction Documents. If existing devices are capable of receiving downloaded information, all software required to perform these downloads shall be identified and included as deliverables to the Department prior to completion of construction. The Construction Documents shall make provisions for written program documentation to be provided to the Department's site personnel, so that the Department's site personnel can understand the operations performed by the program. The A/E shall request, via Construction Documents, any mandatory training that is necessary for safe, efficient operation of equipment and will be provided as part of a closeout package delivered to the construction site by the Construction Contractor.
- h. The A/E shall be familiar with ANSI/ASHRAE/IESNA, and other standards of practice.

#### 4. Electrical Engineering Firms

- a. The A/E shall provide such documents as schematic wiring diagrams, interconnection wiring diagrams, physical equipment layout and connection drawings, and diagrammatic conduit routing drawings for all projects, unless otherwise directed by the FD Representative assigned to the project. All drawings and diagrams shall show appropriate grounding details.
- b. The A/E shall provide in the Design Analysis (C.11.3.) calculations and/or measurement data including, but not limited to, short circuit current, voltage drop, conduit fill and/or load analysis for all projects, unless otherwise directed by the FD Representative assigned to the project.
- c. The A/E shall ensure that existing devices requiring reprogramming are identified and reprogrammed as part of the Construction Documents. If existing devices are capable of receiving downloaded information, all software required to perform these downloads shall be identified and included as deliverables to Department prior to completion of construction. The Construction Documents shall make provisions for written program documentation to be provided to Department's site personnel, so that the Department's site personnel can understand the operations performed by the program. The A/E shall request, via Construction Documents, any mandatory training that is necessary for safe, efficient operation of equipment and will be provided as part of a closeout package delivered to the construction site by the Construction Contractor.
- d. The A/E shall be familiar with ANSI/ASHRAE/IESNA and other standards of practice.

## 5. Plumbing Firms

- a. The A/E shall provide such documents as schematic plumbing diagrams and physical equipment layout drawings for all projects, unless otherwise directed by the FD Representative assigned to the project. All drawings and diagrams shall show appropriate plumbing details.
- b. The A/E shall provide in the Design Analysis (C.11.3.) calculations for the project assigned.
- c. The A/E shall provide plumbing designs for the project assigned.
- d. The A/E shall be familiar with ANSI/ASHRAE/IESNA and other standards of practice.

## 6. Civil and Structural Engineering Firms

- a. The A/E shall provide such documents as site plans, grading and drainage drawings, plan and profiles, physical equipment layout and connection details for all projects, unless otherwise directed by the FD Representative assigned to the project. All drawings and diagrams shall show appropriate details.
- b. The A/E shall provide in the Design Analysis (C.11.3.) civil, structural, and environmental calculations and/or measurement data including, but not limited to, load analysis for all projects, unless otherwise directed by the FD Representative assigned to the project. These calculations shall be used as the basis for associated material purchases and installation of any new structure or system at the Department's facility.
- c. The A/E shall ensure that existing devices requiring reprogramming are identified and reprogrammed as part of the Construction Documents. If existing devices are capable of receiving downloaded information, all software required to perform these downloads shall be identified and included as deliverables to Department prior to completion of construction. The Construction Documents shall make provisions for written program documentation to be provided to Department's site personnel, so that the Department's site personnel can understand the operations performed by the program. The A/E shall request, via Construction Documents, any mandatory training that is necessary for safe, efficient operation of equipment and will be provided as part of a closeout package delivered to the construction site by the Construction Contractor.
- d. The A/E shall be familiar with American Water Works Association, ANSI/ASHRAE/IESNA and other standards of practice.

## 7. Fire Protection Engineering Firms

The A/E shall provide programming and such documents as riser diagrams, detailed equipment tables, cause-and-effect diagrams (fire alarm matrix), detailed wiring diagrams for equipment interfaces (including but not limited to magnetically held doors to contain smoke, shut-down or re-route air handling systems, capture/recall elevators, activate a suppression system, start exhaust fans to remove smoke in case of smoke detection, close fire dampers, etc.) for fire alarms systems that



perform monitoring and annunciation functions required for compliance with State and federal laws regarding fire safety.

#### **C.8 CONCEPT OPPORTUNITIES**

The A/E shall be familiar with the most current technology available that may provide enhanced function and cost savings to the Department. However, the Department reserves the right to require less current technology based on operability and maintainability requirements as identified by the TDCJ Maintenance Headquarters.

#### **C.9 SERVICE AUTHORIZATIONS**

- A. Any services to be furnished under this Contract shall be negotiated and authorized by execution of a Professional Service Authorization (Exhibit J.6). Negotiation shall include any or all of the items listed in the Scope of Work (C.7).
- B. All SAs are subject to the terms and conditions of this Contract. In the event of conflict between an SA and this Contract, the Contract shall prevail.
- C. There is no limit on the number of SAs that may be issued for this Contract, but shall not exceed the total contracted dollar limit of this Contract. The Department may issue SAs requiring services to multiple locations.
- D. The process preceding the issuance of a SA is as follows:
  - 1. The Department shall issue a RFP to the A/E including a Scope of Work of Design Services outlining required services.
  - 2. A Pre-Proposal Conference shall be held prior to the SA award. At the Department's discretion, video/teleconferencing may be utilized to facilitate the Pre-Proposal Conference. Generally, and at the request of the A/E, the Pre-Proposal Conference shall coincide with a site visit to the Facility to clarify project scope, requirements, and identify the general direction of design. A copy of as-built drawings shall be provided by the Department, if available. The A/E is responsible for field verification of all elements whether or not elements are indicated on as-built drawings when this information is utilized in, or is in conflict with, A/E design work. The participation in a Pre-Proposal Conference does not in any way constitute a guarantee of Work.
  - 3. Within the time frame defined in the RFP, the A/E shall submit a fee proposal for the Department's review and approval in the form of a Proposal Letter that identifies inclusion of all requirements identified in the "Scope of Work date of SOW from TDCJ" and requirements of the RFP. The fee proposal shall include all fees related to requirements identified in the RFP and Scope of Work. All fees shall be itemized and identified per the instructions and/or requirements of Exhibits J.3, J.4, J.12 and J.13.
  - 4. Evaluation and negotiation shall be conducted.
  - 5. BAFO shall be requested and an agreement shall be mutually agreed upon.
  - 6. The Department develops a SA signed by the Department's Executive Director or his designee. The SA is sent to the A/E for signature. An executed SA constitutes a

Notice to Proceed (NTP); therefore, the date the SA is signed by the A/E is the NTP date for the subject project.

7. Within seven (7) Days of the NTP date, the A/E shall provide to the FD Representative a schedule for submission of anticipated interim submittals (C.7.D.1), Progress Reports (C.7.D.2) and submissions to Authorities Having Jurisdiction (AHJs) (C.7.E) correlated to the J.13.
- E. Unauthorized scope changes after the SA has been executed:
1. Any instruction from the FD Representative to add or delete a requirement of the SOW is not valid unless authorized by the Technical Coordinator.
  2. Any instruction from the FD Representative to add a requirement to the SOW for which the A/E intends to seek compensation is not valid unless a Service Authorization Modification has been executed per the terms of the Design Services Agreement (DSA).

## **C.10 INVESTIGATORY SERVICES**

Existing as-built drawings shall not be utilized as the sole information source for design foundation. Provision of as-built drawings by Department is a courtesy to assist the A/E in design approach. Each SA shall contain in the SOW an outline of activities required for field verification of existing elements. Results of field verification activities shall be included in the Design Analysis aspect of the Document Review submittal along with summary of anticipated/incorporated design features utilized to accommodate existing conditions. Failure of the A/E to perform required field verification activities constitutes assumption of liability for any damages to Department's property, utilities or delay to Project Schedule as a result of failure to identify and account for existing conditions.

## **C.11 DESIGN SERVICES**

### **C.11.1 Architect/Engineer's Finished Product**

- A. The A/E shall provide Design Services for the development of complete Construction Documents to the Department as specified elsewhere in the Contract. The A/E shall also provide any product literature and technical data required in support of the design. Designs shall be of the highest professional quality and shall be certified by a registered architect/engineer.
- B. The A/E is responsible for field verification of all elements whether or not elements are indicated on existing as-built drawings when this information is utilized in, or is in conflict with, A/E design work. The A/E assumes liability for any damage to the Department's property and utilities, and for any delay to the Project Schedule as a result of failure to identify and account for existing conditions.

### **C.11.2 Aspects of Design Service**

- A. Design Services shall include all aspects of design required to provide a complete set of Construction Documents to be used in obtaining contracted construction services, or for construction by the Department's maintenance personnel. Construction Documents shall include, but not be limited to: Design Analysis, Drawings, Technical Specifications, Estimated Construction Cost and Estimated Construction Duration.

- B. Requirements include visual inspections of the site of (or facility comprising) the proposed project for the A/E to collect data for load calculations and equipment information; familiarization with the scope, general conditions governing the performance of Work, the conditions under which the project will be constructed and coordination with the Department to develop functional relationships and special detailed requirements.
- C. Submission of submittals formally identified on the Project Schedule shall not be utilized for the purpose of obtaining feedback regarding equipment selection, placement, operability, maintainability, interface requirements, etc. Submittals formally identified on the Project Schedule shall represent the A/E's due diligence to have obtained/determined such information and provision of submittal is for demonstration of completeness and correctness of efforts to date.
- D. All design products developed by the A/E and paid for by the Department become the property of the Department to use as the Department may see fit.

### **C.11.3 Design Analysis**

- A. For each First Technical, Pre-Final Technical and Final Technical Review Document submittal(s) (do not include in submissions for Contractual Document Review or Construction Documents Submittal) the A/E shall prepare a complete and accurate Design Analysis to include assumptions and calculations to support the project design at the First Technical Document Review and as developed at each subsequent Technical Review. Each sheet of the Design Analysis shall be sequentially numbered and shall carry the title of the project, TDCJ's MWR number, the date of analysis and the individual designer's name.
- B. Analysis shall cite specific code references, calculation sources, data sources, assumptions, etc.
  - 1. Calculations and data shall be presented in a neat and logical progression in order to facilitate review.
  - 2. The analysis shall include where applicable, but not be limited to: a brief description of desired project outcome; description of existing conditions (site descriptions, existing facility features such as age, type of construction, facility condition, utilities location and access; include photos as required); electrical load calculations; lighting level calculations; structural computations; foundation determinations; plumbing calculations; HVAC calculations; life cycle cost analysis; facility energy analysis (computer modeling and hand calculations as applicable); water and waste water flow values and capacities, etc.; resulting sizing, material selection and type(s) of construction, etc.
  - 3. Each Design Analysis shall include a summary of changes and justifications for decisions made at that stage.
  - 4. Each Design Analysis shall identify all additions and deletions to specification sections if additions/deletions are not responses to review comments.
  - 5. Final Design Analysis provided with Final Technical Documents shall be edited to exclude all references to changes occurring during design and shall present a clear and logical picture of the design.

**C.11.4 Drawings**

For each Review Document submittal, the A/E shall prepare drawings (24" x 36") to scale to show the general layout of the facilities and shall clearly indicate the extent, type, and detailed requirements of Work to be done. Separate drawings shall be prepared to cover all needed phases of architectural, civil, structural, mechanical, etc., Work to be accomplished. Detailed drawings shall be made to show the type and extent of Work to be done.

- A. Utilize the Department's AutoCAD layer standard (provided by the Department).
- B. Title Sheet shall include:
  - 1. Project Name; and
  - 2. MWR Number.
- C. If not included on Title Sheet, a subsequent sheet shall include:
  - 1. Location Map; and
  - 2. Index.
- D. If not included on Location Map, a subsequent sheet shall include an indication of lay-down area. Attendees at Document Review Meeting(s) are not authorized to "approve" for there to not be a lay-down area identified. For there to be no identification of a lay-down area, A/E shall be in receipt of an e-mail from a member of TDCJ Facilities Division, Engineering Management stating such has been coordinated with the Contracts and Procurement Contract Specialist (CS level) and Correctional Institutions Division (Division level).
- E. Typical Work Sections and Details:
  - 1. Details shall be to scale.
  - 2. Associated details shall be grouped together. Where this is not possible a means to identify location of other associated details is required.
  - 3. Three-dimensional details are optional.
- F. Work requiring Special Requirement On-Site Inspections shall be identified on drawings (C.14.2.B).
- G. During the course of the anticipated performance period of this Contract, the Department anticipates development of standard detail drawings. Upon completion and acceptance of these detail drawings, the Department shall provide the detail drawings in AutoCAD.dwg file format to the A/E for incorporation into future applicable projects.

**C.11.5 Technical Specifications**

- A. For each Review Document submittal the A/E shall prepare Technical Specifications for each category of Work and each building trade to meet State requirements for competitive bidding. All Technical Specifications shall be clear, concise, free of grammatical and spelling errors, etc.

- B. Specifications shall be a collaborative effort coordinated with the Department's endeavor to develop standard specifications.
- C. The Department has developed the following standard Division 1 Specifications:
- 01 00 00 Scope of Work
  - 01 25 00 Substitution Procedures
  - 01 33 00 Submittals
  - 01 35 00 TDCJ Furnished Products (If the TDCJ Texas Correctional Industries (TCI) is not participating in the project, list in the TOC as NOT USED and do not include section text in specification document)
  - 01 42 00 References
  - 01-45-16.13 Contractor Quality Control
  - 01 45 23 Testing and Inspection Services (If no testing as described in this section is required, list in TOC as NOT USED and do not include section test in specification document)
  - 01 50 00 Temporary Facilities and Controls
  - 01 57 23 Temporary Storm Water Pollution Control
  - 01 70 00 Execution Requirements
  - 01 73 29 Cutting and Patching
  - 01 77 00 Close-out Procedures
  - 01 78 23 Operation & Maintenance Data
  - 01 78 36 Warranties
  - 01 78 39 Project Record Documents
- D. Upon receipt of an executed SA, the Department shall provide electronic files (.docx) of the standard Division 1 Sections for project specific editing for inclusion in the specification document prepared by the A/E.
- E. Standard Division 1 Sections shall not have any edits other than those indicated by included instructions and/or as agreed/coordinated with the Technical Coordinator (an e-mail or such written documentation shall be provided to support communication with the Technical Coordinator).
- F. All provided Division 1 Sections shall be included in the specification document and no other Division 1 Specifications shall be added without specific coordination with the Technical Coordinator (e-mail documentation required).
- G. The following Specification Sections have been developed according to the Department's standard specification model:

Division 26

- 26 00 00 Basic Electrical Methods
- 26 05 19 Low Voltage Electrical Power Conductors and Cables
- 26 05 26 Grounding and Bonding
- 26 05 29 Hangers and Supports for Electrical Systems
- 26 95 33 Raceway and Boxes for Electrical Systems
- 26 05 53 Electrical Identification
- 26 18 23 Low-voltage Surge Arresters
- 26 27 26 Wiring Devices

## Division 31

- 31 23 10 Trenching, Backfilling and Compacting
- 31 50 00 Excavation Support and Protection

## Division 33

- 33 05 10 Utility Demolition

H. Where compliance with a SA requires use of the above Division 26, Division 31 and Division 33 sections:

1. Follow the above instructions for Division 1 sections.
2. For initial submittal, identify recommended edits for items other than those identified per included instructions.
  - a. Recommended edits shall be limited to Technical Specifications the A/E finds unacceptable when assuming the responsibility associated with the professional seal to be provided by the A/E per the terms of the DSA
  - b. If the A/E does not recommend any edits, the Department shall interpret the lack of recommendation(s) as acceptance by the A/E of the technical requirements identified within the specifications.
  - c. TDCJ provided specifications not required for project scope shall not be included in the specification document for the project. (i.e. if no demolition is required, 33 05 10 shall not be included.)

I. Additional Technical Specifications required to support project scope shall be drafted by the A/E and:

1. Follow the Department's standard specification model for layout, section and paragraph naming and numbering, font, etc. (provided by the Department's execution of SA).
2. Contain elements and language consistent with sections provided by the Department.
3. Contain no language regarding Construction Contract administration, Contract payments, or other items covered by the Department's "Front End" documents to be added when documents are Issued For Bid.
4. Contain no language stating the Department will engage third party testing. Engaging third party testing shall be the responsibility of the Construction Contractor per the Department's specification 01 45 23.
5. Contain no language regarding items covered by Division 1 Specifications.

J. Where TCI products will be utilized on the subject project, the Technical Specifications shall include a list of Owner Furnished Items (OFI) and Owner Furnished Contractor Installed (OFCI) items to be included in the specification document immediately following Section 01 35 00 --- Owner Furnished Products and in a chart in the drawings located near the front of the set of drawings.



**C.11.6 Estimated Construction Cost**

- A. For each of the First Technical, Pre-Final Technical and Final Technical Review Document submittal (do not submit with Contractual or Construction Document submittals), the A/E shall provide an Estimated Construction Cost prepared by an experienced professional estimator assuming a bid opening date of six (6) months after final design. The professional estimator may be a direct employee of the A/E.
- B. Credentials of the professional estimator shall be provided with the First Technical Review Submittal for the Department's review and approval. Credentials of the professional estimator are not required on subsequent submittals unless the professional estimator is different than for the previous submittal.
- C. Estimated Construction Cost shall be broken down into line items by construction categories (architectural, civil, mechanical, etc.) and be broken down into labor and material costs. Estimated Construction Cost shall be prepared using the best data available (local experience, means cost data, etc.). Estimates shall be signed and approved by the A/E.

**C.11.7 Estimated Construction Duration**

- A. For each Review Document submittal the A/E shall provide an estimate of Construction Duration in Days.
- B. If the estimate of Construction Duration changed from concept submittal, an explanation or justification for the change shall be provided as part of Design Analysis unless change was directed by Department.

**C.11.8 Contractor Quality Control (Statement of Review)**

- A. The A/E is responsible for ensuring that specifications and drawings are reviewed and edited for errors before submission for Document Review. The A/E shall task a Technical Reviewer/Editor with the responsibility for performance of a Document Review. The Technical Reviewer/Editor must not be the same person responsible for or involved in the creation of the documents. For each submittal, the Technical Reviewer/Editor shall be responsible for completion of the Statement of Review Checklist provided for each submittal in each SA.
- B. The Statement of Review shall be provided in the form of completion of a checklist provided in the Scope of Work as appendices, one (1) for each review phase identified on the J.13, itemizing specific review requirements and shall be completed and provided for each submittal.
- C. The Technical Reviewer/Editor may be a direct employee of the firm.
- D. When a submittal is provided more than fourteen (14) Days beyond the contracted submittal date per the J.13, the Statement of Review shall include a statement to be signed by the Contract Firm Principal in Charge, advising of the conditions which precipitated the delay and actions taken to mitigate future occurrences.
- E. If any portion of the delay is attributable to a delay in response from the Department, the statement shall include reference(s) to documentation such as e-mails, etc., identifying specific actions taken by the A/E to address the condition, including such information as

dates, times, name(s) of the Department representative(s) contacted and a demonstrated escalation to a member of the TDCJ Facilities Division, Engineering Management.

#### **C.12 DOCUMENT REVIEW PHASES**

- A. Each project shall have multiple Document Reviews, including Review Meetings, as negotiated in each SA. The A/E shall submit documents to the Department for each review phase per requirements and schedule negotiated in the SA and the J.13. Exact review duration, requirements, and time between reviews shall be negotiated for each SA.
- B. Text appearing in brackets [ ] are intended to mean the text should be replaced with the applicable Design Phase title as the project progresses.
- C. Each project shall have multiple Document Reviews by the Department, including Review Meetings, as negotiated. Document Reviews by the Department consist of two (2) parts. First, a Preliminary Engineering Review (C.12.1.E) and second, a full review by other stake holders within the Department (C.12.1.F and C.12.1.G).
- D. The Preliminary Engineering Review is designed specifically to determine if the submittal meets expectations as identified in the DSA and in the individual Scope of Work. The documents will not be forwarded for the second part of the Document Review until these expectations are met.

##### **C.12.1 Document Submittal Phase(s)**

- A. All submitted documents shall:
  - 1. Have the correct name of the project as stated on the SA or as may be identified per review comments.
  - 2. Have the TDCJ MWR number and no other reference numbers such as A/E's project and/or contract number, unless otherwise indicated by the SOW or Review Comments.
  - 3. Include the contact name, telephone number and e-mail address of the Project Manager.
  - 4. Be provided according to the schedule identified in the SA and the J.13. The submittal shall include elements as identified in this DSA and other elements as identified in individual SAs. The purpose for the submittal stated on all documents shall only be "For [First Technical] Review and Comment".
- B. Format of Submittals:
  - 1. For each Document Review Submittal:
    - a. All documents other than drawings shall be electronic files prepared in Microsoft ".docs" or ".xml" format compiled into a single Adobe Acrobat ".pdf" format for the end production of reproducible copies in black ink on 8.5" x 11" white paper.
      - 1) Specifications shall also be submitted in native format.

- 2) Photos are to be imbedded only for the purposes of overlaying specific drawing details and shall reproduce clearly in black and white.
- b. Drawings shall be prepared and submitted in AutoCAD “.DWG” format with all reference files bound into the individual drawing files. These files shall NOT be signed and sealed and shall be editable. Drawings shall also be compiled into a single Adobe Acrobat “.pdf” format file for the end production of reproducible drawings in black ink on 24” x 36” white paper.
- c. See above regarding imbedded photographs.
- d. All electronic files (both native and .pdf formats for drawings and specifications) shall be provided for each submittal per the terms of each individual SA.
  - 1) At the A/E’s discretion, files may be provided on a single High Quality CD-ROM or via a File Transfer Protocol (FTP) application.
  - 2) The CD-ROM shall be transmitted to the TDCJ Facilities Division, Print Room located at TDCJ’s Facilities Division Headquarters located in Huntsville, Texas.
- e. No hard copies.
2. For Construction Document Submittal (Signed/Sealed Documents – Issued For Bid/Construction):

In addition to the above, one (1) hard copy of all documents is required for submittal.

C. Content of each submittal shall demonstrate that:

1. The outcome of the final design will meet the project objective(s).
 

Utilize interim, informal submittals to obtain concurrences for Design Direction and Basis of Design decisions prior to compilation and submission of the formal First Technical Review.

  - a. Where multiple professionally acceptable approaches are available, determination of Design Direction shall be part of negotiations regarding the A/E’s SOW and informal submittals shall be utilized to determine Basis of Design prior to compilation and submission of the formal First Technical Review submittal.
  - b. For each Document Review Phase, exchange of interim submittals shall be included during the portion of the Project Schedule identified as “Submit [First Technical] Review Documents”, where each provision of an interim submittal identifies a time frame for a response such that would not impact delivery of [First Technical] Review Documents as scheduled per the J.13.
  - c. Include in the RFP response, time for site visits, meetings, etc., necessary for information gathering needs as required.
2. Basic decisions that affect the largest sectors on construction costs have been finalized.

- D. Notify the FD Representative and the Technical Coordinator via e-mail of the transmission of the CD-ROM or the availability of submittal via File Transfer Protocol (FTP). Specific Department contact information shall be provided in each SA.
- E. Upon receipt of review submittal, during the time frame identified and scheduled as Owner Review on the J.13 for the applicable Review and Comment phase, the Department shall conduct a Preliminary Engineering Review for the following elements:
  - 1. Inclusion of all elements required for the submittal per the DSA.
  - 2. Inclusion of all elements required for the submittal per the SA.
  - 3. Incorporation of information provided to the A/E during submittal development (Review C.11.3 through C.11.7 and C.12.1.H).
  - 4. Incorporation of information previously provided to the A/E pertinent to the development of all TDCJ Construction Documents.
  - 5. If applicable, incorporation of the comments generated from the immediately previous review phase.

Provide a copy of the comments provided from the FD Representative at the conclusion of the immediately previous review phase (reference C.12.1.H). Provide an indication of the specific action taken to address each comment. (An indication of only "concur" or "done" is not acceptable.)

- 6. That enough information has been included in the drawings and specifications to demonstrate that:
  - a. The outcome of the final design will meet the project objective(s).
  - b. Basic decisions that affect the largest sectors of construction costs have been finalized.
  - c. Work requiring Special Requirement On-Site Inspections (C.14.2.B) is identified on drawings.
  - d. Correctness and completeness for elements related to equipment selection, placement, operability, maintainability, interface requirements, etc., based on Design Direction, Basis of Design, meetings, interim submittals, previous review comments, etc.
- 7. Failure to provide these elements is considered by the Department to be an Incomplete/Unfinished Submittal. The Department shall provide the A/E with Preliminary Engineering Review Comments to be corrected on the documents submitted and/or to identify remaining elements to be provided.
  - a. At the Department's discretion, a submission in response to a returned Preliminary Engineering Review Comments may be required to include a statement signed by the A/E Project Manager detailing cause(s) for failure to comply with requirements for submittal and actions taken to mitigate future occurrences.

- b. The time frame identified as Owner Review for applicable Review Phase on the J.13 shall begin again (Count 1) upon resolution of all items identified per the Preliminary Engineering Review Comments for the applicable Review Phase; however, the established date for completion of the overall design product shall remain unchanged. (i.e. the time lost shall be made up by the A/E during a phase of the schedule under the purview of the A/E.)
- F. Upon successful completion of the Preliminary Engineering Review, the documents shall be published for Review and Comment for other stake holders within the Department, during the time frame allotted for Owner Review for applicable review phase.
- G. As identified in the Scope of Work, Document Review Meetings shall be scheduled by the Department during time frame allotted for Owner Review for the applicable review phase. The purpose of Document Review Meetings is to review/approve documents prepared by the A/E during each phase.
  - 1. The Project Lead is required to attend Document Review Meetings as identified in the SA; shall prepare minutes of the Document Review Meetings; and distribute the minutes of each Document Review Meeting to the Department within five (5) working days of each Document Review Meeting.
  - 2. The amount of time that the A/E has agreed to provide for Document Review Meetings shall be identified as part of Basic Services. The identified time shall be expressed as the number of hours to be devoted to Document Review Meetings; related travel to and from; time for preparation and post-meeting activities such as Minutes preparation and distribution. Project conferences and related travel in excess of this computed time shall be deemed as Additional Services/Reimbursable Expenses.
  - 3. If identified in the SA, a [First Technical' Review meeting shall be held during the time frame identified and scheduled as Owner Review on the J.13, at the location identified in the SA (Project Site, Facilities Headquarters in Huntsville or via Video/Teleconference.)
- H. At the conclusion of the time frame on the J.13 identified and scheduled as Owner Review, the Department shall provide review comments to the A/E with instructions to proceed to the immediately next review submittal. For each comment, the Department shall indicate a concurrence to address the comment relative to design objectives or specific direction such as, "leave as is", "no action required by A/E", "delete reference", or "change to read as...", or other direction depending on the nature and content of the individual comment.
  - 1. If specific direction is not provided for each comment, contact the Technical Coordinator identified in the specific SA.
  - 2. Owner Review comments should be of a nature and intent as to confirm Design Direction, indicate the necessity of greater detail, identify deficiencies/errors in design/calculations, request clarification, etc. If the Owner Review comments constitutes a change in Design Direction, contact the Technical Coordinator.
- I. Do not proceed to the next submittal until specific direction has been provided in writing.

- J. Upon receipt of Owner Review comments, the A/E may submit a payment voucher for fees for the subject review phase.

#### **C.12.2 Pre-Final Technical Review Phase**

Requirements for the Pre-Final Technical Review Submittal are as stated in C.12.1.

#### **C.12.3 Final Technical Review Phase**

- A. Requirements for the Final Technical Review Submittal are as stated in C.12.1 with the following exceptions:
  - 1. Drawings and specifications submitted for the Final Technical Document Review are required to be a set of documents the Certifying Authority is willing to Sign and Seal.
  - 2. There shall be no known technical items that require redress. The expectation for this submittal is to receive a “No Comment” from the Department’s technical reviewers.
- B. If the project is identified as Construction by TDCJ Maintenance, the Department shall provide notification to proceed to the “Signed/Sealed – Issued-For-Bid/Issued-For-Construction” submittal.
- C. If the project is identified as Contract Construction:
  - 1. At the discretion of the Department, the Final Technical submittal may be forwarded for Contractual Review.
  - 2. If necessary due to the nature and extent of comments to be address, the Department shall provide Final Technical review comments to the A/E with instructions to proceed to the Contractual Review Submittal.

#### **C.12.4 Contractual Review Phase (Contract Construction Only)**

Requirements for Contractual Review Submittal are as stated in C.12.1 with the following exceptions:

Omit Design Analysis, Estimated Construction Cost and Estimated Construction Duration, unless Review Comments required for these items to be edited.

#### **C.12.5 Construction Document Phase (Signed/Sealed Documents – Issued for Construction)**

Requirements for Contractual Review Submittal are as stated in C.12.1 with the following exceptions:

- A. Omit Design Analysis, Estimated Construction Cost and Estimated Construction Duration, unless Review Comments required for these items to be edited.
- B. Drawings, specifications and other documents as required shall bear the signature and seal of the Certifying Authority.
- C. Submit hard copies of drawings, specifications and the immediately previous Review comments.



- D. The A/E shall file the required documents to secure approval of governmental authorities having jurisdiction over the design of the Project. The A/E shall submit the documentation required for filing with the governmental authority(s) having jurisdiction sufficiently in advance of the scheduled document release date (bid or construction) to receive approval from the required authority(s) and/or incorporate the necessary changes in the documents required for such approval, prior to the scheduled date specified for release of the documents.

### **C.13 BID SERVICES**

- A. Other than C.13.B and C.13.C, services provided per C.13 are not applicable to projects constructed by TDCJ Operations and Maintenance Departments.
- B. Upon the Department's approval for construction, if the previously provided Estimated Construction Cost is greater than one hundred eighty (180) Days old, at the request of the Department as part of Basic Services, the A/E shall provide an updated Estimated Construction Cost.
- C. If the A/E requires the Construction Contractor to provide a longer notice prior to receiving Special Requirement On-Site Inspections (C.14.2.B) than is identified in the General Conditions of the TDCJ Construction Contract, this must be agreed upon by the TDCJ Project Architect/Engineer for inclusion under "Special Conditions" of the resulting Construction Contract. Otherwise, the General Conditions of the TDCJ Construction Contract apply.
- D. Prior to issuing Bid Documents, the A/E shall assist the Department in establishing a price for which each set of Bid Documents shall be sold to prospective bidders. The A/E shall calculate the estimated cost for compiling approved Specifications, Drawings and the TDCJ Construction Contract Front End documents onto CD-ROM, including the A/E's labor costs to distribute and monitor the issuance of the documents. The A/E's labor costs shall be based on direct personnel expenses. Neither the Department nor the A/E shall make any profit from the sale of bidding documents. Justification of the A/E's price for each set of Bid Documents shall be provided to the Department upon request.
- E. The A/E shall assist the Department in obtaining bids from prospective bidders. The A/E shall distribute the CD-ROM containing Bid Documents to prospective bidders and to the Department approved plan rooms and shall receive payments and maintain a list of plan holders. A list of the plan holders shall be submitted by the A/E to the Department upon request. Payments for Bid Documents shall be made payable to the A/E, not to the Department. The cost of CD-ROMs containing Bid Documents that are issued to plan rooms shall be reimbursed by the Department to the A/E.
- F. Within thirty (30) Days after the bidding period the A/E shall provide an accounting of payments received. The accounting shall be a part of the invoice the A/E submits to the Department for Bid Documents provided to the perspective bidders, plan rooms and any other printing not covered under the SA.
- G. The A/E shall attend the Pre-Bid Conference and shall be responsible for preparation and distribution of the minutes of the Pre-Bid Conference. The Pre-Bid Conference shall be held at a date, time and place established by the Department.

- H. The Department shall submit questions from prospective bidders to the A/E in writing. The A/E shall respond in writing within three (3) Days. The A/E shall provide responses to questions, including changes to drawings and/or specifications, as addenda.
- I. At the conclusion of the Bid process, the A/E shall provide to the Department an "Issued For Construction" (IFC) set of drawings and specifications. The IFC set of drawings and specifications shall have information pertaining to the drawings and specifications affected by issued addenda incorporated into a clean set of drawings and specifications. The IFC set of documents shall be provided in both hard copy and electronic format per the requirements identified in C.12.1.B.
- J. If requested by the awarded Construction Contractor, upon notification of Contract award the A/E shall provide a CD-ROM containing specifications, drawings, TDCJ Construction Contract Front End documents, all addenda and an IFC set of drawings and specifications to the awarded Construction Contractor. The electronic .DWG files of drawings and .docx files of the specifications shall be provided with editing enabled for preparation of Record Electronic Drawings by the Construction Contractor.

#### **C.14 CONSTRUCTION ADMINISTRATION SERVICES**

##### **C.14.1 The Construction Administration Phase of the Contractor Contract will Commence:**

- A. With the award of the initial Contract for Construction by the Department's Contracts and Procurement Department and, together with the A/E's obligation to provide Basic Services under this Contract, will end when final payment to the Construction Contractor is due, or in the absence of a final Project Certificate for Payment or of such due date, on the scheduled date of construction completion as determined by adjusting the total duration for Construction Administration Phase established, whichever occurs first; or
- B. If the SA requires Construction Administration on a project to be constructed by the TDCJ Operations and Maintenance Department, the Department will be the Construction Contractor and the Construction Administration Phase of the Contractor Contract will commence upon the Department's approval of the project for construction and, together with the A/E's obligation to provide Design Services under this Contract, will end on the scheduled date of construction completion as determined by adjusting the total duration for the Construction Administration Phase established.
- C. Unless otherwise provided and incorporated into the DSA/SA, the A/E shall provide administration of the Contract for Construction between the Department and Construction Contractor.
- D. The A/E shall be a representative of and consult with the Department during the Construction Phase. The A/E shall have the authority to act on behalf of the Department only to the extent provided in the DSA/SA, unless otherwise modified by written instrument.

##### **C.14.2 Professional Inspection**

- A. For the purposes of this Contract, Professional Inspection means the periodic examination of all elements of the construction project to reasonably ensure that they meet the performance, design features, technical and functional requirements of the Construction Contract Documents.

1. The A/E or the A/E's designated representative shall perform the Professional Inspection and determine if the Work is proceeding in accordance with the Construction Contract Documents.
  2. At a minimum, the Professional Inspection will be conducted by the A/E at the Project Review Meetings (reference C.14.3.B) held during the course of the resulting Construction Contract.
  3. The amount of time that the A/E has agreed to provide as part of Basic Services for On-Site Inspections as described in this paragraph shall be identified as necessary in each SA. The identified time shall be expressed as the number of hours to be devoted to the On-Site Inspection and shall include related travel time.
- B. For the purposes of this Contract, Special Requirement On-Site Inspections means inspections required at a greater frequency than once monthly due to the specific nature of the construction involved and shall be limited to the duration of the applicable phase of construction.
1. If listed and identified in the SA and justified in narrative provided by the A/E in the Proposal Letter, Special Requirement On-Site Inspections shall be provided as part of Basic Services.
  2. Listing and identification of Special Requirement On-Site Inspections shall be specific as to frequency of inspections, nature of inspections and the resource assigned to conduct these inspections (i.e. Plumbing Engineer, Mechanical Engineer, Electrical Engineer, etc., for required inspections).
  3. Within the Design Documents, the A/E shall specifically identify any Work which will require inspection by the A/E (i.e. roofing, sewer lines, etc.).
  4. At a minimum, the A/E or A/E's representative shall perform Special Requirement On-Site Inspection of Project Construction while critical construction activity is being accomplished (concrete placement, pier drilling, etc.) and at completion of critical phases (earthwork, re-steel placement, steel erection, etc.) appropriate to the phase of the Work.
  5. The amount of time that the A/E has agreed to provide as part of Basic Services for Special Requirement On-Site Inspections shall include related travel time.
- C. On projects where the Department requires a Full-Time Project Construction Inspector to provide Detailed Inspection, or employs a General Inspector, the A/E shall coordinate their On-Site Inspections with the Department's representative(s). However, this shall not diminish the A/E's responsibilities to properly and periodically inspect the Work in progress, to follow established procedures in the handling of submittals, applications for payment, change orders, etc., or the Construction Contractor's requests for information, clarification or assistance.
- D. The A/E shall ensure that all Professional Inspection Services are performed by or under the direct supervision of the appropriate Certifying Authority in accordance with the requirements of the applicable AHJ.

### **C.14.3 Required Project Conferences, Meetings and Other Services Included in Basic Services**

#### **A. Pre-Construction Conference**

1. The A/E shall attend the Pre-Construction Conference and the time required for this conference shall be provided as part of Basic Services and shall include related travel time.
2. The A/E shall render design interpretations necessary for the proper execution or progress of the Work, and shall render written interpretations on all claims, disputes and other matters in question relating to the design interpretation of the Construction Contract Documents.
3. Interpretations by the A/E shall be consistent with the intent of and reasonably inferable from the Construction Contract Documents and shall be in written or graphic form. The A/E's interpretations shall be final if consistent with the intent of the Construction Contract Documents.
4. For reasonable promptness the A/E shall be allowed the following duration, after receipt:
 

|                                                                           |   |         |
|---------------------------------------------------------------------------|---|---------|
| a. Respond to Request For Information (RFI)                               | - | 3 Days  |
| b. Prepare Change Proposal Request (CPR) (A/E generated)                  | - | 5 Days  |
| c. Evaluate & respond to Proposed Change Request (PCR)<br>(A/E generated) | - | 3 Days  |
| d. Review change orders and associated documents                          | - | 5 Days  |
| e. Claims, disputes, design interpretations                               | - | 21 Days |
5. The A/E shall check and approve samples, mock-ups, schedules, shop drawings, product data and other submissions only for conformance with the design concept of the project and for compliance with the information in the Construction Contract Documents.
6. The A/E shall assist the Department in preparing change orders involving design matters for the Department's approval and execution in accordance with the Construction Contract Documents. The A/E shall have the authority to order minor changes in the Work which do not involve an adjustment in the Construction Contract Sum or an extension of the Construction Contract Time, and which are not inconsistent with the intent of the Construction Contract Documents. The A/E shall also provide in writing the A/E's opinion as to the reason(s) the change order is necessary, an evaluation of the proposed cost, an evaluation of the Contract Time adjustment and notify the FD Representative.
7. The A/E will assist the Department in review and approval of the A/E prepared submittal schedule(s). The A/E will review Construction Contractor submittals against the current approved submittal schedule to verify that the submittal was submitted and received in a timely/orderly manner.

8. The A/E shall notify the Department and the Construction Contractor when submittals are delinquent and/or out of sequence according to the schedule. The A/E shall review and approve or take other appropriate action upon the Construction Contractor's submittals.
9. The A/E shall return original submittals to the Construction Contractor within seven (7) Days from the date of receipt. The A/E shall return re-submittals within five (5) Days from the date of receipt. If the Construction Contractor's submittal is not sufficiently complete for the A/E to review and take action, the A/E shall return the submittal as rejected.
10. The A/E shall review all submittals within five (5) Days of receipt of the submittal to determine the completeness of the submission. If the submittal is incomplete or otherwise lacking sufficient information to review, the A/E shall return the submittal to the Construction Contractor stating the reason for the return and requesting that the submittal be re-submitted.

**B. Progress Review Meetings**

1. The amount of time the A/E has agreed to provide, as part of Basic Services, shall include attendance and participation in Project Review Meetings which will be held on a regularly scheduled monthly basis throughout the construction phase for the purpose of monitoring construction progress and compliance with Construction Documents (unless more frequent meetings are necessitated under certain circumstances) at the time and place established by the Department. As a part of the Project Review Meetings the A/E shall review the Construction Contractor's Project Record Documents in conjunction with the review of the Construction Contractor's payment request. Additionally, the A/E shall document the status of the various required Construction Contractor submittals and verify that the submittals are being provided to the A/E per the requirements of the Construction Contract Documents and the Construction Contractor's Submittal Schedule. The A/E shall provide to the Department a copy of the A/E's submittal log and provide an explanation and anticipated A/E action for any submittal which has not been processed by the A/E within the required duration.
2. The A/E shall make a written inspection report after each visit to the project site and send a copy of the report to the Construction Contractor and the Project Administrator, with the exception of Monthly Progress Review Meetings.
3. The A/E shall keep the Department informed of the progress and quality of the Work and endeavor to guard against defects and deficiencies in the Construction Contractor's Work. The A/E shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the Work, for the acts or omissions of the Construction Contractor, Construction Subcontractors or any other persons performing any of the Work, or for the failure of any of them to carry out the Work in accordance with the Construction Contract Documents. The A/E shall note, to the best of the A/E's knowledge, information and belief, the Construction Contractor's failure to carry out the Work in accordance with the Construction Contract Documents and shall immediately give written notice to the Department of any such failure. The A/E shall not be liable for defects in construction. The A/E shall make recommendations to the Department regarding rejection of Work which does not conform to the Construction Contract Documents. Whenever, in the A/E's

reasonable opinion, it is necessary or advisable for the implementation of the intent of the Construction Contract Documents, the A/E shall make recommendations to the Department concerning special inspections and testing of the Work in accordance with the provision of the Construction Contract Documents, whether or not such Work be fabricated, installed or completed.

4. The A/E shall assist the Department in determining the amounts owing to the Construction Contractor based on observations at the site and on evaluations of the Construction Contractor's Application for Payment and shall assist the Department in issuing Certificates of Payment. The A/E shall not be responsible for preparing any documents in the payment process. Assistance of the A/E to the Department in the issuance of a Certificate of Payment shall constitute a representation by the A/E to the Department based on the A/E's observations at the site and on the data comprising the Construction Contractor's Application for Payment that the Work has progressed to the point indicated. The A/E also has ascertained to the best of the A/E's knowledge, information and belief that the quality of the Work is in accordance with the Construction Contract Documents (subject to the results of any subsequent tests or evaluations required by or performed under the Construction Contract Documents to minor deviations from the Construction Contract Documents correctable prior to completion and to any specific qualifications stated in the Certificate of Payment); and that the Construction Contractor is entitled to payment in the amount certified by the A/E. However, the issuance of a Certificate for Payment shall not be a representation that the A/E has made any examination to ascertain how and for what purpose the Construction Contractor has used the moneys paid on account of the Construction Contract Sum.
5. The A/E shall assemble all warranties and related documents required by the Construction Contract Documents. The A/E shall review the warranties and related documents for compliance with the Construction Contract Documents and forward to the Department with the A/E's written review.

C. Beneficial Occupancy, Pre-Final and Final Inspections

1. The A/E shall assist the Department in performing inspections to determine the Date(s) of Beneficial Occupancy (should the Department wish to use or occupy the Work or portion thereof prior to final completion), the Pre-Final Inspection, the Final Inspection and Acceptance of the Work. Inspection required for Beneficial Occupancy, Pre-Final and Final Inspections are considered Basic Services, are defined as Professional Inspections and shall include related travel time.
2. The Department shall schedule the Pre-Final Inspection no later than the tenth (10<sup>th</sup>) Day after the date the A/E notifies the Department that the Construction Contract has been performed according to the plans and specifications.
3. The product of the Pre-Final Inspection shall be a list of deficiencies, as defined in TDCJ's Construction Contract, to be corrected by Construction Contractor for Final Inspection, or
4. The Department may deem the Pre-Final Inspection to be accepted as Final Inspection.
5. The Department shall schedule the Final Inspection no later than the tenth (10<sup>th</sup>) Day after the date the A/E notifies the Department items identified in Pre-Final



Inspection have been resolved and that the Construction Contract has been performed according to the plans and specifications.

- D. Include as part of Basic Services identified time for identified resources to review submittals, review and answer RFIs, prepare A/E Site Inspections and other activities per C.14, C.15 and C.17.

Additional design work required to accomplish tasks as part of C.14, C.15 and C.17 is considered by the Department as Basic Services. (An unforeseen condition is not automatically an increase in Scope, just as it is not automatically an A/E Error and Omission.)

- E. The Department is responsible for directing final payment for Work done on each project. If upon Final Inspection of a project the Department determines that the plans, specifications, Construction Contract, or change orders for the project have not been fully complied with, the Department shall, until compliance has occurred or adjustments satisfactory to the Department have been made, refuse to direct final payment.
- F. The A/E shall provide certification of as-built and/or Record Documents as part of Basic Services.

#### **C.15 ADDITIONAL SERVICES**

- A. Each SA shall have, as part of Additional Services and Reimbursable Expenses, hours for additional On-Site Inspections and Special Requirement On-Site Inspections identified on Authorization and Compensation for Additional Service(s) and Reimbursable Expense(s), AS-1 (Exhibit J.4). At minimum, twenty-five percent (25%) of the hours the A/E agrees to provide as part of Basic Services for On-Site Inspections and Special Requirement On-Site Inspections shall be identified on Exhibit J.4, AS-1. Hours identified as part of Additional Service(s) and Reimbursable Expenses(s) shall include related travel time. Use of these hours must be approved by the TDCJ Project Architect/Engineer and are to be used for activities that include, but are not limited to:
  - 1. Additional site visits for gathering design information.
  - 2. Additional Bid Conference, if required.
  - 3. Additional Monthly Project Review meetings, if required.
  - 4. Additional On-Site Inspections, if required.
- B. If a Surveyor and/or Geotechnical Engineer is required and identified on Exhibit J.4., justification shall be provided in a narrative as part of the fee Proposal Letter.
- C. Each SA shall have fees for Miscellaneous requirements identified on Exhibit J.4, AS-5. At a minimum, five percent (5%) of the total Basic Services shall be identified for AS-5.
- D. Any required services either requested by the Department or proposed by the A/E that is not identified in Basic Services (such as geotech studies, etc.) and intended to be provided as Additional Services must be justified in the Proposal Letter in response to the Request for Fee Proposal. Service(s) provided under Exhibit J.4, AS-1, AS-7 and AS-8 are exempt from justification in the Proposal Letter in response to the Request for

Fee Proposal. Subsequent SA Modifications that may require increases in these items will require this justification.

- E. If a subcontractor is included as part of Additional Services and has a total proposed participation greater than \$25,000.00, that reimbursement will be requested in multiple payments, not as a single one-time invoice. Exhibits J.3, J.4 and J.12 must be provided for the subcontractor. This requirement does not alter requirements related to the HUB Subcontracting Plan.

#### **C.16 WARRANTY OF FINAL DOCUMENTS**

The A/E shall bring any questions concerning the design to the attention of the Department during the construction phase. The A/E shall verify that final documents have been field checked to eliminate conflicts and interference, and shall provide interpretation of Construction Documents to clarify any omissions and/or errors.

#### **C.17 DISCREPANCIES**

In the event that design discrepancies or deficiencies become apparent during the construction phase, the A/E shall be responsible for correction of the design and shall furnish the Department with all required documents to enable the Department to award a change order to correct the error.

**SECTION D - REPORTS AND DATA****D.1 REPORTS REQUIRED FROM A/E**

The reports in this Section shall be provided by the A/E during the Contract Term. This list may be revised to delete, modify or add reports at the Department's sole discretion.

| REPORTS AND DATA                                                   |                                                                  |                                           |
|--------------------------------------------------------------------|------------------------------------------------------------------|-------------------------------------------|
| DUE DATE                                                           | REPORT ITEM                                                      | AUTHORITY                                 |
| <i>MONTHLY</i>                                                     |                                                                  |                                           |
| Fifth (5 <sup>th</sup> ) Day of each Month to Contract Specialist  | HUB Subcontracting Plan (HSP) Prime Contractor Assessment Report | Contract, Section H.2.2.D and Exhibit J.1 |
| <i>OTHER</i>                                                       |                                                                  |                                           |
| Upon Contract award, renewal or replacement to Contract Specialist | Insurance Certificates                                           | Contract, Section H.1                     |

## SECTION E - INSPECTION AND ACCEPTANCE

### E.1 INSPECTION AND ACCEPTANCE OF SERVICES

- A. The Department and other government regulatory agencies have the right to inspect and test all services called for by this Contract, to the extent practicable at all times and places during the Contract Term. The Department shall perform inspections in a manner that will not unduly interfere with the Contractor's performance. The Contractor shall furnish and shall require subcontractors to furnish, at no increase in the Contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.
- B. From time to time the Department shall, subject to limitations provided by law with respect to rights of privacy, have the right to reasonably prompt access and to examine all records of the Contractor related specifically to the services being provided, including all financial books and records, employee records including time and attendance and payroll records and any and all records generated by the Contractor and its subcontractors in connection with performance of this Contract.
- C. If subject to the outcome of an audit or inspection, it is determined that the Contractor is in non-compliance with any provisions of this Contract and/or that money is owed to the Department by the Contractor, then the Department may exercise its rights of recovery of money owed as authorized in Section G.3.7 of this Contract.
  - 1. If any of the services are non-compliant with the Contract requirements as identified by the Department, the Contractor shall be notified describing specific areas of non-compliance. The Contractor shall have a twenty (20) Day period to file a written response detailing corrective action(s) taken to address all items of non-compliance. The response must include supporting documentation which verifies execution of corrective action(s) taken. Unless otherwise specified or previously agreed to by the Department, the submission of a corrective action plan shall not be accepted as corrective action. For all items of non-compliance satisfactorily resolved by agreement between the Contractor and the Department, no further action regarding such items shall be taken.
  - 2. If any of the services are non-compliant with the Contract requirements, as identified by a Government agency, the Contractor must resolve all items identified as a non-compliant by the deadline established by the agency.

### E.2 AUTHORITY TO AUDIT

- A. The Contractor understands that acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. The Contractor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested.
- B. The Contractor shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the Contractor and the requirement to cooperate is included in any subcontract it awards.

- C. The Contractor shall reimburse the State of Texas for all costs associated with enforcing this provision.
- D. See Section H.4, Books and Records, concerning record retention.

### **E.3 AUDITS BY OTHER AGENCIES**

- A. The Contractor shall provide entry at all times by the Texas Board of Criminal Justice (TBCJ) and the Department's authorized employees/agents for inspections and other official purposes. The Governor, members of the Legislature and all other members of the Executive and Judicial Departments of the State, as well as any other persons designated by the Department including Office of the Inspector General, shall be allowed to monitor the delivery of all services called for by this Contract.
- B. Upon receipt of audit or inspections pertaining to services under this Contract that are conducted by agencies or entities other than the Department, the Contractor shall provide copies thereof to the Department within thirty (30) Days. The Contractor shall provide to the Department copies of responses to audit or inspections within seven (7) Days of issuance. Audit or inspections shall include allegations or complaints involving the performance of the Contractor and its employees (including consultants, independent contractors and their employees, agents and volunteer workers).

### **E.4 FRAUD, WASTE OR ABUSE**

- A. In accordance with Texas Government Code, Chapter 321, the State Auditor's Office (SAO) is authorized to investigate specific acts or allegations of impropriety, malfeasance, or nonfeasance in the obligation, expenditure, receipt or use of State funds.
- B. If there is a reasonable cause to believe that fraud, waste or abuse has occurred at this agency, it can be reported to the SAO by calling 1-800-892-8348 or at the SAO's website at [www.sao.texas.gov](http://www.sao.texas.gov). It can also be reported to the TDCJ Office of the Inspector General at 1-866-372-8329, the TDCJ Internal Audit Division at 512-406-5935, or Crime Stoppers at 1-800-832-8477.

## **SECTION F - DELIVERIES OR PERFORMANCE**

### **F.1 CONTRACT TERM**

The Contract will consist of a two (2) year six (6) month Base Period (March 1, 2017 through August 31, 2019) and three (3) one-year Option Periods (September 1, 2019 through August 31, 2020, September 1, 2020 through August 31, 2021 and September 1, 2021 through August 31, 2022). The Contract may be extended for an additional six-month period per Section I.16, Option to Extend Services. The terms, conditions and rates for all extensions shall remain as stated in the Contract.

### **F.2 DESIGN WITHIN FUNDING LIMITATIONS**

- A. The Contractor shall accomplish the Design Services required under this Contract so as to permit the award of a Construction Contract, using standard procedures for the construction of the project designed at a price that does not exceed the estimated Construction Contract price. When bids or proposals for the Construction Contract are received that exceed the Estimated Construction Cost, at the Department's request, the Contractor shall provide analysis and justification for the disparity between the Estimated Construction Cost and the bids or proposals received. These additional services shall be performed at no increase in the price of the Service Authorization or Letter of Engagement.
- B. The Contractor will promptly advise the FD Representative if it finds that the project being designed will exceed or is likely to exceed the funding limitations and it is unable to design a usable project within these limitations. Upon receipt of such information, the FD Representative will review the Contractor's revised Estimated Construction Cost. The Department may adjust such estimated Construction Contract price.

### **F.3 RESPONSIBILITY OF THE ARCHITECT/ENGINEER**

The Contractor shall be responsible for the professional quality, technical accuracy and the coordination of all designs, drawings, specifications and other services furnished by the Contractor under this Contract. The Contractor shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications and other services. Neither the Department's review, approval or acceptance of, nor payment for, the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Contractor shall be and remain liable to the Department in accordance with applicable law for all damages to the Department caused by the Contractor's negligent performance of any of the services furnished under this Contract. The rights and remedies of the Department provided for under this Contract are in addition to any other rights and remedies provided by law. If the Contractor is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

### **F.4 DEFINITION OF A DESIGN DEFICIENCY**

- A. A design deficiency consists of either design errors or omissions. Examples of design deficiencies for which a Contractor has potential liability are identified below:
  - 1. Conflicts between plans and specifications.
  - 2. Conflicts within either the plans or specifications.



3. Designs which result in inadequate structures or systems to support necessary loads, carry necessary fluids or power, or provide sufficient heating or cooling.
  4. Designs which do not perform intended functions.
  5. Omissions of architectural, structural, mechanical, electrical, or other components necessary for the safe, efficient, and proper functioning of the design item.
  6. Omission of specifications or plans necessary to properly instruct Construction Contractors during Contract performance.
- B. While this list is not all-inclusive, it generally identifies those situations where the issue of Contractor liability should be evaluated.

#### **F.5 EXTENT OF LIABILITY**

The extent of Contractor liability can be evaluated as either:

- A. Liability for Document Errors or Omissions: The Contractor is liable for correcting any error or omission in design, drawings, specifications, or other services furnished by the firm. Corrections are at no cost to the Department. This liability is not absolved by Department reviews, approvals, acceptance of Work, or payments for Work, provided that the private Contractor be notified at the time a problem with project plans or specifications is identified by the Department.
- B. Liability for Damages: When the Department incurs additional costs that result from design deficiencies (errors or omissions), such as a change order, the extent of Contractor liability is determined by the professional judgment of the FD Representative with the advice of technical personnel and legal counsel. The extent of liability is evaluated against four conditions, which must be met:
1. The change order must be attributable to the design error or omission;
  2. The design error or omission must stem from an act or omission by the Contractor;
  3. The act or omission on the Contractor's behalf must result from his/her failure to meet reasonable professional standards; and
  4. The Department must have been damaged either financially, physically, or both.

**All four conditions must be met to assess damages.**

#### **F.6 DEPARTMENT RESPONSIBILITIES FOR CONTRACTOR LIABILITY**

- A. The Department's Design Coordinators and Construction Project Administrator, during Design and Construction, must be sensitive to change orders that may be the result of Contractor design deficiencies (errors and omissions) and/or performance failures. When a change order appears to be the result of a design deficiency or performance failure on the Contractor's behalf, the change order should be evaluated against the four conditions listed in F.5.B.
- B. When the results of this change order evaluation support a conclusion that Contractor liability may be involved, the FD Representative will prepare applicable documentation,

including a written report outlining their conclusions and recommending pursuit of Contractor liability. This documentation, including the report, is to be submitted to the Contract Specialist to process for further action. If the Department's evaluation also results in a determination of Contractor design deficiency and/or performance failure, Contractor liability will be pursued.

**SECTION G - CONTRACT ADMINISTRATION DATA****G.1 CLAUSES INCORPORATED BY REFERENCE**

This Contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contract Specialist will make their full text available.

Texas Government Code, Chapter 2251, Payment For Goods and Services

**G.2 AUTHORITY – AUTHORIZED REPRESENTATIVES AND CONTRACT SPECIALIST****G.2.1 Authorized Representative**

- A. In the case of the Contractor, its President or any Vice President shall designate the Authorized Representative in writing. The designation of the Contractor's initial Authorized Representative shall be delivered to the Department no later than the effective date of this Contract. The Contractor's Authorized Representative may designate other persons to assist such Authorized Representative in the performance of certain obligations required by this Contract.
- B. In the case of the Department, the Executive Director is hereby designated as its Authorized Representative. The Executive Director has designated the Chief Financial Officer to act in his/her behalf on matters requiring signature approval of the Authorized Representative. The Facilities Division Director has been designated to act on behalf of the Executive Director on all matters pertaining to the daily operations and compliance with this Contract. The Department's Authorized Representatives may designate other persons to assist such Authorized Representatives in the performance of certain obligations of this Contract.
- C. At any time, any party may designate any person as its Authorized Representative by delivering to the other party a written designation signed, if on behalf of the Contractor by its President or any Vice President, or if on behalf of the Department by the Executive Director. Such designations shall remain effective until new written instruments are filed with or such notice is given to the other party that such designations have been revoked.
- D. The Department's Authorized Representative (the Executive Director) or his/her designated representative (Chief Financial Officer) is the only person authorized to make or approve changes in any of the requirements of this Contract, and notwithstanding any clauses contained elsewhere in this Contract, the said authority remains solely with the Executive Director or his/her designated representative. In the event the Contractor makes any change at the direction of any person other than the Executive Director or his/her designated representative, the change will be considered to have been made without authority and no adjustment will be made in the Contract price to cover any increase in cost incurred as a result thereof.

**G.2.2 Contract Specialist**

- A. The Contract Specialist for administration of this Contract is Reita Johnson.
- B. The telephone number for the Contract Specialist is (936) 437-7135.
- C. The facsimile number of the Contract Specialist is (325) 223-0310.

- D. The e-mail address of the Contract Specialist is reita.johnson@tdcj.texas.gov.
- E. The Contract Specialist is responsible for general administration of this Contract, negotiation of any changes and final issuance of written changes/modifications to this Contract.

### **G.2.3 Technical Coordinator**

- A. The Technical Coordinator is Debra Durda.
- B. The telephone number for the Technical Coordinator is (936) 437-7390.
- C. The facsimile number of the Technical Coordinator is (936) 437-7379.
- D. The e-mail address of the Technical Coordinator is debra.durda@tdcj.texas.gov.
- E. The Technical Coordinator is not authorized to make any representations or commitments of any kind on behalf of the Executive Director of the Department or his/her designated representative (Chief Financial Officer), or the State of Texas.
- F. The Technical Coordinator does not have the authority to alter the Contractor's obligations or to change the Contract specifications, price, terms or conditions.
- G. If, as a result of technical discussions, it is desirable to modify Contract obligations or the statement of work, changes will be issued in writing and signed by the Executive Director of the Department or his/her designated representative (Chief Financial Officer).

## **G.3 INVOICES AND PAYMENTS**

### **G.3.1 Payment by Direct Deposit**

- A. It is recommended that the Contractor receive payments via electronic funds transfer (EFT), also known as Direct Deposit.
- B. Regardless as to whether Direct Deposit is chosen, upon Contract award the Contractor shall submit a completed Vendor Maintenance Direct Deposit and Substitute W-9 Form to the following address:

Texas Department of Criminal Justice  
Accounts Payable  
P.O. Box 4018  
Huntsville, Texas 77342-4018

If the Contractor has previously submitted a completed Vendor Maintenance Direct Deposit and Substitute W-9 Form to the Department for another separate contract, another form is not required to be submitted.

The form and instructions can be found at the following link on the TDCJ website:  
[www.tdcj.texas.gov/divisions/finance/finance\\_acct\\_accts\\_pay.html](http://www.tdcj.texas.gov/divisions/finance/finance_acct_accts_pay.html).

In the event the Contractor elects to decline Direct Deposit on the Vendor Maintenance Direct Deposit and Substitute W-9 Form, the Payment will be mailed to the following remittance address:

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### **G.3.2 Payments under Fixed Price Architect/Engineer Contracts**

Payments shall be made based on the approved Compensation for Basic Services (Exhibit J.3) and the Cost Estimate Form (Exhibit J.12) as described in Format For Reporting Fees For Basic Services, Additional Services And Reimbursable Expenses (Exhibit J.2), according to the following schedule:

- A. Technical Document Review, Contractual Document Review and Construction Documents Phases:
  - 1. Payments during these phases are directly related to the Document Review submittal schedule.
  - 2. An amount not to exceed 50% of payments for these phases may be approved upon successful conclusion of the Preliminary Engineering Review for the applicable phase. (Reference C.12.1.F and C.12.1.G).
  - 3. The remaining amount for the applicable phase may be approved upon return of Review Comments by the Department for the applicable phase.
- B. Bid Services: Upon award of a Contract for construction, 100% of the Bid Services fee will be approved. If a contract is not awarded, 50% of the Bid Services will be approved and the remaining 50% will be approved upon successful award of the Construction Contract.
- C. Construction Administration: Payments will be approved up to the level of completed in place construction as determined by the Department.

### **G.3.3 Compensation for Additional Services**

- A. The Department recognizes that the Contractor has entered into this Contract and has offered to furnish the services hereunder based upon the Department Policies in effect as of the date of this Contract.
- B. If there are changes in such Department Policies which changes are not as a result of changes in laws, government regulations or court orders generally applicable to the Department and which necessitate a change in the Scope of Services furnished by the Contractor so as to increase the cost of performing other services contemplated in this Contract, then the Contractor may be provided extra compensation for the additional services required.
- C. The Contractor shall request in writing, together with such supporting documentation or information as the Department may reasonably request, the additional compensation the Contractor desires to offset the Contractor's increase in costs for furnishing the additional services because of such change in the Department Policies.
- D. In the event that such changes in the Department Policy are the result of changes in laws or government regulations, the Contractor shall be financially responsible for incurring any additional cost to comply with the terms of such policies and this Contract.

**G.3.4 Late Payment**

Any amount owed to the Contractor more than one (1) day beyond the date such amount is due as described in Section G.3.2 hereof shall accrue interest each day that such amount is not paid at the rate specified by Texas Government Code, Section 2251.025, provided, however, that this provision shall not excuse failure by the Department to make payment in strict accordance with this Contract.

**G.3.5 Payment of Debt Owed to the State of Texas**

As required by Texas Government Code, Section 2252.903, the Contractor agrees that any payments due under this Contract shall be directly applied towards eliminating any debt or delinquency including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support, until the debt is paid in full. The Contractor shall comply with rules adopted by the Department under Texas Government Code Sections 403.055, 403.0551, 2252.903, and other applicable laws and regulations regarding satisfaction of debts or delinquencies to the State of Texas.

**G.3.6 Right to Offset**

In the event the Department determines that the Contractor owes money to the Department under any Contract or purchase order, the Department, upon providing the Contractor with written notice of its intent to offset, shall have the right to withhold monies due to the Contractor with respect to this Contract or purchase order or with respect to any contract or purchase order with the Department and apply such monies to the money due the Department.

**G.3.7 Withholding of Payment**

- A. The Department shall have the right to withhold payment or require the return of funds in the case of non-compliance with the Department's regulations, standards and policies.
- B. The Contractor agrees that the Department shall not pay interest to the Contractor for monies so withheld.
- C. The payment withheld shall be released upon the Department's satisfaction that compliance has been achieved for thirty (30) consecutive Days.
- D. The Department shall withhold the final payment to the Contractor pending the Department's acceptance..
- E. In the event that money is due to the Department for the Contractor's failure to provide adequate maintenance or replacement of the property as required in this Contract, the amount required for the Department to correct deficiencies and replace property will be withheld from the final payment.
- F. With the exception of disputed issues, such withholding of final payment by the Department shall not exceed one hundred twenty (120) Days from date of Contract termination.

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

### H.1 INSURANCE REQUIREMENTS

- A. The Contractor shall not commence Work under this Contract until it has obtained all the following insurance written by companies approved by the State of Texas and acceptable to the Department. It is recommended that coverage be with a company or companies having both a Financial Strength Rating of "A" or better and Financial Size Category Class of "VI" or better from A.M. Best Company, Inc.
- B. The insurance shall be evidenced by delivery to the Department of certificates of insurance executed by the insurer or its authorized agent stating coverage, limits, expiration dates and compliance with all applicable required provisions.
- C. Upon request, the Department shall be entitled to receive without expense, copies of the policies and all endorsements. Copies and changes to the initial insurance policies, including extensions, renewals, cancellations and revisions shall be submitted to the Contract Specialist within thirty (30) Days of the effective date.
- D. Subject to the Contractor's right to maintain reasonable deductibles, the Contractor shall obtain and maintain in full force and effect for the duration of this Contract and any extension hereof, at the Contractor's sole expense, insurance coverage in the following type(s) and amounts:
  - 1. **Workers' Compensation** with statutory limits; **Employers Liability** with minimum limits for bodily injury: a) by accident, \$100,000 per each accident b) by disease, \$100,000 per employee with a per policy aggregate of \$1,000,000.
  - 2. **Commercial Automobile Liability Insurance** covering owned, hired, and non-owned vehicles, with a minimum combined bodily injury (including death) and property damage limit of \$1,000,000 per occurrence.
  - 3. **Commercial General Liability Insurance** including, but not limited to, Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, independent contractors and Contractual Liability with minimum combined bodily injury (including death) and property damage limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate.
    - a. If this insurance is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than sixty (60) months following completion of the Contract and acceptance by the Department.
    - b. Coverage, including any renewals, shall contain the same retroactive date as the original policy applicable to this Contract. Civil Rights Liability must be provided with the same liability limits. It may be included within the General Liability policy or written on a separate policy.
  - 4. The Department shall be named as an additional insured by using endorsement CG2026 or broader.
  - 5. If the Contractor is a licensed or certified person who renders professional services, then **Professional Liability** (including Errors and Omissions) including coverage for the



rendering of, or failure to render, professional services with minimum limits of \$1,000,000 per occurrence, \$1,000,000 annual aggregate.

- a. If the insurance described above is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than twenty-four (24) months following completion of the Contract and acceptance by the Department.
- b. Coverage, including any renewals, shall have the same retroactive date as the original policy applicable to this Contract.

### **H.1.1 Required Provisions**

The Contractor agrees that with respect to the above required insurance, all insurance contracts and certificate(s) of insurance will contain and state, in writing, the following required provisions:

- A. Name the Department and its officers, employees and elected representatives as additional insured to all applicable coverages.
- B. Waive subrogation against the Department, its officers and employees, for bodily injury (including death), property damage or any other loss, to all applicable coverages.
- C. Provide that the Contractor's insurance is the primary insurance in regards to the Department, its officers, employees and elected representatives.
- D. Provide that all provisions of this Contract concerning liability, duty and standard of care, together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.
- E. Ensure that all certificates of insurance identify the Service or product being provided and the name of responsible party.
- F. The Contractor, through an insurance agent licensed by the State of Texas, shall obtain all insurance coverage and an insurance company licensed to issue such coverage in this state shall provide such coverage. No "self-insurance" coverage shall be acceptable. All policies shall include a provision requiring at least thirty (30) Days prior written notice of cancellation to the Department.
- G. All insurance coverage obtained by the Contractor shall continue in full force and effect during the Contract Term. No contract shall be entered into between the Contractor and the Department unless insurance coverage binders are received by the date scheduled for the execution of the Contract. Proof of insurance policies must be delivered prior to the date on which the services of the Contractor shall commence.
- H. The Contractor may choose the amount of deductible for any other insurance coverage required (above) to be obtained by the Contractor, but in no event shall such deductible for each occurrence exceed five (5) percent of the required yearly aggregate limit of coverage.
- I. The Contractor is responsible for the first (1<sup>st</sup>) dollar defense coverage. All general liability and professional liability policies shall provide defense in addition to the policy limits.

- J. The limits required herein are minimum acceptable. However, these limits are not to be construed as being the maximum any prospective contractor may wish to purchase for their own benefit.
- K. As with respect to the total limits of liability required, any combination of primary and/or umbrella coverage may satisfy those totals. However, if an umbrella is used, coverage must be at least as broad as the primary coverage.

## **H.2 SUBCONTRACTORS**

- A. The Contractor may subcontract for the performance of any of its responsibilities to provide services pursuant to this Contract.
- B. No contractual relationship shall exist between the Department and any subcontractor and the Department shall accept no responsibility whatsoever for the conduct, actions, or omissions of any subcontractor selected by the Contractor.
- C. The Contractor shall be responsible for the management of the subcontractors in the performance of their Work.
- D. A subcontractor may not work directly with the Department in any manner and shall not be included in Contract negotiations, renewals, audits or any other discussions except at the request of the Department.
- E. Unless waived in writing by the Department, the subcontract shall contain the following:
  - 1. An acknowledgement that the subcontract is subject to the Contract between the Department and the Contractor (the "Master Contract").
  - 2. The subcontractor shall agree to comply with the terms of the Master Contract to the extent applicable with respect to goods and services being provided under the subcontract. It is the intention of the parties of the subcontract that the subcontractor shall "stand in the shoes" of the Contractor with respect to fulfilling the duties and obligations of the Contractor to the Department under the Master Contract.
  - 3. The Department shall be deemed a "third party beneficiary" to the subcontract.
  - 4. The subcontract shall contain the required Authority to Audit clause referenced in Section E.2.
  - 5. The subcontract shall contain the required Non-Discrimination clause referenced in Section I.12.

### **H.2.1 Insurance**

The Contractor shall require all subcontractors to obtain, maintain, and keep in force insurance coverage in accordance with accepted industry standards and the Contract during the time they are engaged hereunder.

### **H.2.2 Historically Underutilized Business (HUB)**

- A. The Contractor shall make a good faith effort to award necessary subcontracts to HUBs in accordance with Texas Government Code, Sections 2161.181-182, 2161.252(b), and Texas

Administrative Code (TAC), Title 34, Part 1, Chapter 20, Subchapter B, Rule 20.13. Pursuant to the Statewide Support Services Division HUB Rules, TAC, Title 34, Part 1, Chapter 20, Subchapter B, Rules 20.13 and 20.14, the Contractor shall submit a HUB Subcontracting Plan (HSP) as part of the proposal submission, as well as make a good faith effort to implement the HSP. The Contractor shall seek written approval from the Department prior to making any modifications to its HSP.

- B. A detailed description of the HSP and required forms to be submitted with the proposal submission are included as Exhibit J.1.
- C. The Contractor shall provide notice to all subcontractors of their selection as a subcontractor for this Contract. The notice must specify, at a minimum, this Department's name, the name of the Contract Specialist, this Contract's assigned contract number, the subcontracting opportunity the subcontractor will perform, the approximate dollar value of the subcontract and the expected percentage of this Contract's total value that the subcontract represents. A copy of the notice shall be provided to the Contract Specialist no later than ten (10) working days after this Contract is awarded.
- D. The Contractor shall submit to the Contract Specialist on a monthly basis, by the fifth (5<sup>th</sup>) Day of the following month, the Prime Contractor Progress Assessment Report, which is included in Exhibit J.1.

### **H.3 UTILIZATION OF PRODUCTS AND MATERIALS PRODUCED IN TEXAS**

- A. The Contractor shall comply with Texas Government Code, Section 2155.4441, relating to service contract use of products produced in the State of Texas.
- B. In performing services under this Contract, the Contractor shall purchase products and materials produced in the State of Texas when they are available at a price and time comparable to products and materials produced outside of Texas.

### **H.4 BOOKS AND RECORDS**

All records and documents pertinent to the services contracted hereunder shall be kept for a minimum of seven (7) years after termination hereof. If any litigation, claim, or audit involving these records begins before the retention period expires, the Contractor must continue to retain said records and documents until all litigation, claims or audit findings are resolved, meaning that there is a final court order from which no further appeal may be made, or a written agreement is entered into between the Contractor and the Department.

### **H.5 ORGANIZATIONAL AND NAME CHANGE**

The Contractor shall submit written notification to the Department of any changes in the Contractor's name, address, telephone number, facsimile number and/or e-mail address with an effective date of such change. The Contractor shall submit to the Department a copy of any registration "to do business as," "DBA," or "also known as," "AKA," and any legal corporate name change filed with the Secretary of State.

### **H.6 FREE EXERCISE OF RELIGION**

The Contractor is prohibited from substantially burdening an employee's or Offender's Free Exercise of Religion.

## H.7 SECURITY

The Contractor's employees and representatives vehicles and equipment must be under security surveillance at all times and are subject to inspection at any time while on State property. The Contractor agrees to abide by all the Department's policies and unit rules and regulations on State property. These rules, in part, prohibit the introduction of alcohol, narcotics, weapons, gambling paraphernalia, pagers or cellphones to any State property. The Contractor's employees may not carry more than twenty-five dollars (\$25.00) in cash into the Department's units. This includes having these items in the personal vehicles of on-site employees. Tobacco products are strictly prohibited on TDCJ Units, but are allowed in the personal vehicles of on-site employees or in designated smoking areas. All vehicles must be kept locked when not in use and the Contractor's employee must stay with the vehicle when it is unlocked.

The Contractor may be required to provide a completed TDCJ Non-Employee Background Questionnaire (Exhibit J.10) for any Contractor or consultant that will be going onto State property.

**SECTION I - CONTRACT CLAUSES****I.1 AVAILABILITY OF FUNDS FOR NEXT FISCAL YEAR**

- A. Funds are not presently available for performance under this Contract beyond August 31, 2019.
- B. The Department's obligation for performance of this Contract beyond that date is contingent upon legislative approval and the availability of appropriated funds from which Payment for Contract purposes can be made.
- C. No legal liability on the part of the Department for any Payment may arise for performance under this Contract beyond August 31, 2019, until funds are made available to the Department for performance and until the Contractor receives notice of availability.
- D. Refer to paragraph, Section I.3.4.C, Termination for Unavailability of Funds, for the Department's right to terminate this Contract in the event it is appropriated insufficient funds.

**I.2 ADVERTISING OF AWARD**

The Contractor agrees not to refer to awards in commercial advertising in such a manner as to state or imply that the product or Service provided is endorsed or preferred by the Department or is considered by the Department to be superior to other products or services.

**I.3 DEFAULT AND TERMINATION****I.3.1 Default by the Contractor**

Each of the following shall constitute an Event of Default on the part of the Contractor:

- A. A material failure to keep, observe, perform, meet, or comply with any covenant, agreement, term, or provision of this Contract to be kept, observed, met, performed, or complied with by the Contractor hereunder, when such failure continues for a period of twenty (20) Days after the Contractor's receipt of written notice thereof;
- B. A material failure to meet or comply with Department policy, federal or state requirement or law, when such failure continues for a period of twenty (20) Days after the Contractor's receipt of written notice thereof;
- C. The Contractor's material failure to comply with any Department Policy for which the Contractor has been expressly required to comply and for which the Contractor has not received a prior written waiver from the Department, when such failure continues for a period of twenty (20) Days after the Contractor's receipt of written notice thereof;
- D. Insolvency of the Contractor as evidenced by any of the following occurrences:
  - 1. Its inability to pay its debts;
  - 2. Any general assignment for the benefit of creditors;

3. Any decree or order appointing a receiver or trustee for it or substantially all of its property to be entered and, if entered without its consent, not to be stayed or discharged within sixty (60) Days;
  4. Any proceedings under any law relating to bankruptcy, insolvency, or the reorganization or relief of debtors to be instituted by or against it and, if contested by it, not to be dismissed or stayed within sixty (60) Days; or
  5. Any judgment, writ of attachment or execution, or any similar process to be issued or levied against a substantial part of its property which is not released, stayed, bonded, or vacated within sixty (60) Days after issue or levy.
- E. The discovery by the Department that any statement, representation or warranty in this Contract is false, misleading, or erroneous in any material respect; or
- F. A failure by the Contractor to comply with contractual terms and conditions, resulting in a breach of security or health and safety standards. This Event of Default may result in the immediate termination of this Contract.

### **I.3.2 Further Opportunity to Cure**

- A. If an Event of Default of the type specified in Section I.3.1 occurs and the Contractor reasonably believes that such Event of Default cannot be cured within the twenty (20) Days allowed in Section I.3.1 but that such Event of Default can be cured through a diligent, on-going, and conscientious effort on the part of the Contractor, within a reasonable period not to exceed three (3) months, then the Contractor may, within the twenty (20) Day cure period, submit a detailed plan for curing the Event of Default to the Department.
- B. Upon receipt of any such plan for curing an Event of Default, the Department shall promptly review such plan and at its discretion, which must be reasonable in the circumstances, may allow, or not allow, the Contractor to pursue such plan of cure.
- C. The decision of the Department will be communicated in writing to the Contractor.
- D. The Department agrees that it will not exercise its remedies thereunder with respect to such Event of Default for so long as the Contractor diligently, conscientiously, and timely undertakes to cure the Event of Default in accordance with the approved plan.
- E. If the Department does not allow the Contractor an extension of the cure period, the twenty (20) Day time period shall be tolled during the period of time the request is pending before the Department.

### **I.3.3 Remedy of the Department**

When an Event of Default by the Contractor has been determined to exist, the Department's Authorized Representative will notify, in writing, the Contractor of such Event of Default, and subject to the provisions of Section I.3.2, the Department will have the right to pursue any remedy it may have by law or in equity including, but not limited to:

- A. Reducing its claim to a judgment;

- B. Taking action to cure the Event of Default, in which case the Department may offset against any Payments owed to the Contractor all reasonable costs incurred by the Department in connection with its efforts to cure such Event of Default;
- C. Withholding of funds as authorized in Section G.3.7; or
- D. Exercising a Termination for Default.
  - 1. In the event of Termination for Default the Department shall offset against Payments owed to the Contractor any reasonable amounts expended by the Department to cure the Event of Default.
  - 2. The Department will have no further obligations to the Contractor after such termination.
  - 3. The Department may also acquire, in the manner the Department considers appropriate, services similar to those terminated and the Contractor will be liable to the Department for any increase in costs for those services.
  - 4. The Contractor shall not be liable for any increase in costs if the failure to perform the Contract arises from and without the fault or negligence of the Contractor as follows:
    - a. Acts of God or of the public enemy;
    - b. Acts of the State in either its sovereign or contractual capacity;
    - c. Fires;
    - d. Floods;
    - e. Epidemics;
    - f. Quarantine restrictions;
    - g. Strikes;
    - h. Freight embargoes; and
    - i. Unusually severe weather.

In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

#### **I.3.4 Termination for Unavailability of Funds**

- A. The Payment of money by the Department or the State under any provisions hereof is contingent upon the availability of funds appropriated by the Legislature to an agency or department of the State to cover the provisions hereof.
- B. Neither the State, the Department nor its elected officials, officers, employees, agents, attorneys or other individuals acting on behalf of the State, make any representations or warranty as to whether any appropriation will, from time to time during the Contract Term, be made by the Legislature of the State.



- C. In the event State funds for this Contract become unavailable due to Non-Appropriation, the Department will have the right to terminate the Contract without penalty.
- D. The Contractor acknowledges that the Department does not receive a "line item appropriation".
  - 1. If the funds appropriated are not sufficient to pay for the Department's operating expenses, contractual obligations and other financial obligations, the Department, in its sole discretion, will determine what operating expenses, contractual obligations and other financial obligations it will pay.
  - 2. In the event the Department determines it was not appropriated sufficient money, the Department may terminate this Contract without paying the Contractor any additional money or penalty, provided that the Department will pay the Contractor for obligation that occurred up to the time of termination.

### **I.3.5 Non-Appropriation Effect and Remedy**

An event of Non-Appropriation shall not cause the Department to be in default hereunder, but upon any such event of Non-Appropriation, this Contract shall automatically terminate as of the last day of the Biennium for which appropriations have been made.

### **I.3.6 Termination for Convenience**

The Department may, in its sole discretion, terminate this Contract with or without cause, by providing the Contractor with sixty (60) Days prior written notice of such termination.

### **I.3.7 Termination by Mutual Agreement**

The parties may terminate this Contract by mutual agreement, the terms of which shall be set forth in writing.

### **I.3.8 Termination Procedures**

- A. Upon Termination for Default, Termination for Convenience, Termination by Mutual Agreement or Termination for Unavailability of Funds as heretofore mentioned, the following procedures will be adhered to:
  - 1. The Department will immediately notify the Contractor in writing specifying the effective termination date.
  - 2. After receipt of the Notice of Termination, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due at that point in the Contract:
    - a. Place no further subcontracts or orders in support of this Contract;
    - b. Terminate all subcontracts; and
    - c. Cancel all orders as applicable.
- B. Upon termination, the Contractor shall be entitled to receive from the Department payment for all services satisfactorily furnished under this Contract up to and including the date of

termination. Claims submitted after one hundred eighty (180) Days from the date of termination will not be considered.

### **I.3.9 Default by the Department**

Each of the following shall constitute an Event of Default on the part of the Department:

- A. Failure by the Department to observe and perform any material covenant, condition, or agreement on its part to be observed or performed; or
- B. Its failure or refusal to substantially fulfill any of its material obligations hereunder, unless caused by the default of the Contractor; and
- C. Unless cured by the Department within twenty (20) Days after receiving written notice thereof.

### **I.3.10 Remedy of the Contractor**

Upon an Event of Default by the Department, the Contractor's sole remedy shall be to follow the Dispute Resolution Process in Section I.3.11 below.

### **I.3.11 Dispute Resolution**

- A. Any dispute arising under this Contract, which is not disposed of by mutual agreement between the Department and the Contractor shall be resolved as follows:
  - 1. The dispute resolution process provided for in Texas Government Code, Chapter 2260, shall be used, as further described herein, by the Department and the Contractor to attempt to resolve any claim for breach of Contract made by the Contractor.
  - 2. The Contractor's claims for breach of this Contract that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Texas Government Code, Chapter 2260, Subchapter B.
  - 3. To initiate the process, the Contractor shall submit written notice, as required by Texas Government Code, Subchapter B, to the Contracts and Procurement Director or designee, at Two Financial Plaza, Suite 525, Huntsville, Texas 77340.
  - 4. Said notice shall specifically state the provisions of Texas Government Code, Chapter 2260, Subchapter B are being invoked, and shall also be given to all other representatives of the Department and the Contractor otherwise entitled to notice under the parties' Contract.
  - 5. Compliance by the Contractor with Subchapter B is a condition precedent to the filing of a contested case proceeding under Texas Government Code, Chapter 2260, Subchapter C.
  - 6. The contested case process provided in Texas Government Code, Chapter 2260, Subchapter C, is the Contractor's sole and exclusive process for seeking a remedy for an alleged breach of Contract by the Department if the parties are unable to resolve their disputes under subparagraph (A) of this paragraph.

7. Compliance with the contested case process provided in Texas Government Code, Subchapter C is a condition precedent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code.
  8. Neither the execution of this Contract by the Department nor any other conduct of any representative of the Department related to the Contract shall be considered a waiver of sovereign immunity to suit.
- B. In addition to complying with Texas Government Code, Chapter 2260, the Department and the Contractor shall comply with the rule published in the Texas Administrative Code, Title 37, Part 6, Chapter 155, Subchapter C, Rule 155.31.
  - C. At all times during the course of the dispute resolution process, the Contractor shall continue with providing services as directed, in a diligent manner and without delay, shall conform to the Department's directive, decision or order, and shall be governed by all applicable provisions of this Contract.
  - D. Records of the services performed shall be kept in sufficient detail to enable payment in accordance with applicable provisions of this Contract, if this should become necessary.
  - E. This provision shall not be construed to prohibit the Contractor from seeking any other legal or equitable remedy to which it is entitled.

#### **I.4 NO WAIVER OF RIGHTS**

- A. No failure on the part of any party to exercise, and no delay in exercising, and no course of dealing with respect to any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or in the exercise of any other right.
- B. The remedies provided in this Contract are cumulative and non-exclusive of any remedies provided by law or in equity, except as expressly set forth herein.

#### **I.5 INDEMNIFICATION OF THE DEPARTMENT**

##### **I.5.1 Acts or Omissions**

The Contractor shall indemnify and hold harmless the State of Texas, the Department, and the TBCJ, and/or their officers, agents, employees, representatives, contractors, assignees, and/or designees from any and all liability, actions, claims, demands, or suits, and all related costs, attorney fees, and expenses arising out of, or resulting from any acts or omissions of the Contractor or its agents, employees, subcontractors, order fulfillers, or suppliers of subcontractors in the execution or performance of the Contract and any purchase orders issued under the Contract. The defense shall be coordinated by the Contractor with the Office of the Attorney General when Texas State Agencies are named defendants in any lawsuit and the Contractor may not agree to any settlement without first obtaining the concurrence from the Office of the Attorney General. The Contractor and the Department agree to furnish timely written notice to each other of any such claim.

**I.5.2 Infringement**

- A. The Contractor shall indemnify and hold harmless the State of Texas, the Department, and the TBCJ, and or their employees, agents, representatives, contractors, assignees, and/or designees from any and all third party claims involving infringement of United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights in connection with the performances or actions of the Contractor pursuant to this Contract. The Contractor and the Department agree to furnish timely written notice to each other of any such claim. The Contractor shall be liable to pay all costs of defense including attorneys' fees. The defense shall be coordinated by the Contractor with the Office of the Attorney General when Texas State Agencies are named defendants in any lawsuit and the Contractor may not agree to any settlement without first obtaining the concurrence from the Office of the Attorney General.
- B. The Contractor shall have no liability under this Section if the alleged infringement is caused in whole or in part by:
  - 1. Use of the product or service for a purpose or in a manner for which the product or service was not designed;
  - 2. Any modification made to the product without the Contractor's written approval;
  - 3. Any modification made to the product by the Contractor pursuant to the Department's specific instructions;
  - 4. Any intellectual property right owned by or licensed to the Department; or
  - 5. Any use of the product or service by the Department that is not in conformity with the terms of any applicable license agreement.
- C. If the Contractor becomes aware of an actual or potential claim, or the Department provides the Contractor with notice of an actual or potential claim, the Contractor may (or in the case of an injunction against the Department, shall), at the Contractor's sole option and expense:
  - 1. Procure for the Department the right to continue to use the affected portion of the product or service; or
  - 2. Modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that the Department's use is non-infringing.

**I.5.3 Taxes/Workers' Compensation/Unemployment Insurance – Including Indemnity**

- A. The Contractor agrees and acknowledges that during the existence of this Contract, the Contractor shall be entirely responsible for the liability and payment of the Contractor's and the Contractor's employees' taxes of whatever kind, arising out of the performances in this Contract. The Contractor agrees to comply with all State and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and workers' compensation. The Department and/or the State shall not be liable to the Contractor, 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.

- B. The Contractor agrees to indemnify and hold harmless, the Department, the TBCJ, 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 Contract. The Contractor shall be liable to pay all cost of defense including attorneys' fees. The defense shall be coordinated by the Contractor with the Office of the Attorney General when Texas State Agencies are named defendants in any lawsuit and the Contractor may not agree to any settlement without first obtaining the concurrence from the Office of the Attorney General. The Contractor and the Department agree to furnish timely written notice to each other of any such claim.

#### **I.6 NO WAIVER OF DEFENSES**

- A. Neither the Department nor the Contractor shall waive, release or otherwise forfeit any possible defense the Department or the Contractor may have regarding claims arising from or made in connection with the performance of services by the Contractor without the consent of the other party.
- B. The Department and the Contractor shall reserve all such available defenses and cooperate with each other to make such defenses available for each other's benefit to the maximum extent allowed by law, including any defenses the Department may have regarding litigation, losses and costs resulting from claims or litigation pending at the time the Contract becomes effective, or arising thereafter from occurrences prior to the effective date hereof.

#### **I.7 INDEPENDENT CONTRACTOR**

- A. The Contractor is associated with the Department only for the purposes and to the extent set forth herein, and with respect to the performance of services hereunder, the Contractor is and shall be an independent contractor and shall have the sole right to supervise, manage, operate, control and direct the performance of the details incident to its duties hereunder.
- B. Nothing contained herein shall be deemed or construed to create a partnership or joint venture, to create the relationships of an employer-employee or principal-agent, or to otherwise create any liability for the Department whatsoever with respect to the indebtedness, liabilities, and obligations of the Contractor or any other party.
- C. The Contractor shall be solely responsible for (and the Department shall have no obligation with respect to) Payment of all Federal Income, FICA, and other taxes owed or claimed to be owed by the Contractor, arising out of the Contractor's association with the Department pursuant hereto, and the Contractor shall indemnify and hold the Department harmless from and against any and all liability from all losses, damages, claims, costs, penalties, liabilities, and expenses howsoever arising or incurred because of, incident to, or otherwise with respect to any such taxes.

#### **I.8 LAWS OF TEXAS**

This Contract shall be governed by and construed in accordance with the laws of the State of Texas. The venue of any suit arising under this Contract is fixed in any court of competent jurisdiction of Travis County, Texas.

**I.9 ASSIGNMENT**

- A. The Contractor may not assign any interest in this Contract without the prior written consent of the Department which consent the Department may withhold at its sole discretion.
- B. If the Department so elects in its sole discretion, this Contract will terminate upon the occurrence of any of the following:
  - 1. More than fifty percent (50%) of the assets of the Contractor are sold;
  - 2. The Contractor is merged into, acquired by, or consolidated with another corporation or business entity; or is otherwise the subject of reorganization; or
  - 3. Any shareholder or owner of the Contractor who owns at least ten percent (10%) beneficial ownership of the Contractor fails to continue to own at least ten percent (10%).
- C. In the event that any sale, transfer, or assignment, as referenced in paragraph A and B above, is consented to by the Department, the transferee or its legal representative shall agree in writing with the Department to assume, perform and be bound by the covenants, obligations and agreements contained herein.

**I.10 MAINTENANCE OF CORPORATE EXISTENCE AND BUSINESS**

- A. The Contractor, if incorporated, shall at all times maintain its corporate existence and authority to transact business and be in good standing in its jurisdiction of incorporation and the State of Texas.
- B. The Contractor shall maintain all licenses, permits and franchises necessary for its businesses where the failure to so maintain might have a material adverse effect on its ability to perform its obligations under this Contract.

**I.11 APPROVAL OF CONTRACT**

- A. This Contract is subject to written approval of the Executive Director of the Department or the Director's designated representative and shall not be binding until so approved.
- B. For Contracts valued over one million dollars in the Contract Term, the Executive Director's approval shall be given only on the approval of the TBCJ.

**I.12 NON-DISCRIMINATION**

In the performance of this Contract, the Contractor warrants that it shall not discriminate against any employee, subcontractor, participant or provider on account of race, color, disability or perceived disability, religion, sex, national origin, genetic information, or age, and in accordance with the following:

- A. The Contractor shall not discriminate against employees, subcontractors, participants or providers who have or are perceived to have a disability because of Acquired Immune Deficiency Syndrome (AIDS) or Human Immunodeficiency Virus (HIV) infection, antibodies to HIV, or infection with any other probable causative agent of AIDS. The Contractor shall

post notices setting forth the provisions of this Non-Discrimination Clause in conspicuous places, available to employees and applicants for employment.

- B. In all solicitations or advertisements for employees and/or the purchase of services, the Contractor shall state that it is an equal opportunity employer; provided, however, that notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting this requirement.
- C. The Contractor shall include the provisions of the foregoing paragraphs in every subcontract so that such provisions shall be binding upon each subcontractor or vendor.

### **I.13 CONFIDENTIALITY AND OPEN RECORDS**

#### **I.13.1 Confidentiality**

Any confidential information provided to or developed by the Contractor in the performance of the Contract shall be kept confidential unless otherwise provided by law and shall not be made available to any individual or organization by the Contractor or the Department without prior approval of the other party.

#### **I.13.2 Open Records**

In accordance with Texas Government Code, Section 2252.907, the Contractor acknowledges that this Contract and information created or maintained in connection with this Contract is public information and subject to disclosure as provided by Texas Government Code, Chapter 552 (Texas Public Information Act). The Texas Public Information Act may require the Contractor to make information related to this Contract available to the public pursuant to a request for public information. The Contractor agrees, upon request, to make information related to this Contract that is not otherwise excepted from release by the Texas Public Information Act available to the public in hard copy, unless the requestor of the information consents to receive the information in another mutually agreeable format. The Contractor acknowledges that the agency shall not provide legal counsel related to the Contractor's compliance with the Texas Public Information Act.

### **I.14 CONTRACT CHANGES**

- A. Changes/modifications to this Contract (except Contract extensions with administrative changes such as changing the Contract Specialist designation, correcting typographical errors or other unilateral changes discussed elsewhere in this Contract) shall be mutually agreed to by the parties and executed in writing with the authorized signatures.
- B. The Department, at its discretion, may revise funding during the course of this Contract by issuing a unilateral modification to the Contract.

### **I.15 OPTION TO EXTEND THE CONTRACT TERM**

- A. The Department may, at its sole discretion, extend the Contract Term by written notice to the Contractor within ten (10) Days of Contract expiration, provided that the Department shall give the Contractor a preliminary written notice of its intent to extend at least sixty (60) Days before the Contract expires.
- B. The preliminary notice does not commit the Department to an extension.



- C. If the Department exercises this option, the extended Contract shall be considered to include this option provision.

#### **I.16 OPTION TO EXTEND SERVICES**

- A. The Department may require continued performance of any services within the limits and at the rates specified in this Contract.
- B. The Department reserves the right to extend this Contract for a ninety (90) Day period at the end of each Contract and/or extension period for the purpose of re-advertising the Service, awarding a new contract and transitioning into a new contract.
- C. This option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed six (6) months.
- D. The Department may exercise the option by written notice to the Contractor within the period specified in Section I.15.

#### **I.17 SEVERABILITY**

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

#### **I.18 IMMIGRATION**

The Contractor represents and warrants that it will comply with the requirements of the Immigration and Nationality Act (8 U.S.C. § 1101 et seq.) and all subsequent immigration laws and amendments.

#### **I.19 NO LIABILITY UPON TERMINATION**

If this Contract is terminated for any reason, the Department and the State of Texas shall not be liable to the Contractor for any damages, claims, losses, or any other amounts arising from or related to any such termination. However, the Contractor may be entitled to the remedies established in Section I.3.11.

#### **I.20 LIMITATION ON AUTHORITY**

The Contractor shall have no authority to act for or on behalf of the Department or the State of Texas except as expressly provided for in this Contract; no other authority, power or use is granted or implied. The Contractor may not incur any debts, obligations, expenses, or liabilities of any kind on behalf of the State of Texas or the Department.

#### **I.21 INTELLECTUAL PROPERTY INDEMNIFICATION**

- A. The Contractor will indemnify, defend, and hold harmless the State of Texas and the Department against any action or claim brought against the State of Texas and/or the Department that is based on a claim that software infringes any patent rights, copyright rights or incorporated misappropriated trade secrets. The Contractor will pay any damages attributable to such claim that are awarded against the State of Texas and/or the Department in a judgment or settlement.

- B. If the Department's use of the software becomes subject to a claim, or is likely to become subject to a claim, in the sole opinion of the Department, the Contractor shall, at its sole expense (1) procure for the Department the right to continue using such software under the terms of this Contract; or (2) replace or modify the software so that it is non-infringing.

**I.22 ELECTRONIC AND INFORMATION RESOURCES ACCESSIBILITY STANDARDS, AS REQUIRED BY TEXAS ADMINISTRATIVE CODE, TITLE 1, PART 10, CHAPTER 213**

- A. Effective September 1, 2006 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 Texas Administrative Code, Title 1, Part 10, Chapter 213 when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation.
- B. The Contractor shall provide the Department with the 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 the Rehabilitation Act, Section 508), or indicate that the product/service accessibility information is available from the General Services Administration "Buy Accessible Wizard" (<http://www.buyaccessible.gov>). The Contractors not listed with the "Buy Accessible Wizard" or supplying a URL to their VPAT must provide the Department 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/>.

**I.23 RIGHTS TO DATA, DOCUMENTS AND COMPUTER SOFTWARE (STATE OWNERSHIP)**

Any software, research, reports, studies, data, photographs, negatives or other documents, drawings or materials prepared by the Contractor in the performance of its obligations under this Contract shall be the exclusive property of the State of Texas and all such materials shall be delivered to the Department by the Contractor upon completion, termination, or cancellation of this Contract. The Contractor may, at its own expense, keep copies of all its writings for its personal files. The Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than the performance of the Contractor's obligations under this Contract without the prior written consent of the Department; provided, however, that the Contractor shall be allowed to use non-confidential materials for writing samples in pursuit of the work. The ownership rights described herein shall include, but not be limited to, the right to copy, publish, display, transfer, prepare derivative works, or otherwise use the works.

**I.24 FORCE MAJEURE**

- A. Neither the Contractor nor the Department shall be liable to the other for any delay in, or failure of performance, of any requirement included in this Contract caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform.
- B. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome.

- C. Each party must inform the other in writing, with proof of receipt, within three (3) working days of the existence of such force majeure, or otherwise waive this right as a defense.

#### **I.25 NOTICES**

Any written notices required under this Contract will be delivered by carrier service to the Contractor's office address specified on Page 1 of this Contract or by U.S. mail.

Notices to the Department shall be sent to:

Reita Johnson, Contract Specialist II  
Texas Department of Criminal Justice  
Contracts and Procurement Department  
2 Financial Plaza, Suite 525  
Huntsville, Texas 77340

Notice will be effective on receipt by the affected party. Either party may change the designated notice address in this Section by written notification to the other party. This change shall be incorporated with a unilateral modification.

#### **I.26 SUBSTITUTIONS**

Substitutions are not permitted without written approval of the Department.

#### **I.27 U.S. DEPARTMENT OF HOMELAND SECURITY'S E-VERIFY SYSTEM**

- A. By entering into this Contract, the Contractor certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:
1. All persons employed to perform duties within Texas, during the Contract Term; and
  2. All persons (including subcontractors) assigned by the Contractor to perform work pursuant to the Contract, within the United States of America.
- B. The Contractor shall provide, upon request of the Department, an electronic or hardcopy screenshot of the confirmation or tentative non-confirmation screen containing the E-Verify case verification number for attachment to the Form I-9 for the three (3) most recent hires that match the criteria above, by the Contractor, and the Contractor's subcontractors, as proof that this provision is being followed.
- C. If this certification is falsely made, the Contract may be immediately terminated, at the discretion of the State and at no fault to the State, with no prior notification. The Contractor shall also be responsible for the costs of any re-solicitation that the State must undertake to replace the terminated Contract.

## SECTION J - LIST OF EXHIBITS

| EXHIBIT | TITLE                                                                                     | NUMBER OF PAGES |
|---------|-------------------------------------------------------------------------------------------|-----------------|
| J.1     | Historically Underutilized Business (HUB) Subcontracting Plan                             | 56              |
| J.2     | Format for Reporting Fees for Basic Services, Additional Services & Reimbursable Expenses | 2               |
| J.3     | Compensation for Basic Services                                                           | 1               |
| J.4     | Authorization & Compensation for Additional Service(s) and Reimbursable Expense(s)        | 2               |
| J.5     | RESERVED FOR FUTURE USE                                                                   |                 |
| J.6     | Professional Service Authorization                                                        | 1               |
| J.7     | Standards of Conduct for Civilian Employees                                               | 2               |
| J.8     | RESERVED FOR FUTURE USE                                                                   |                 |
| J.9     | Professional Services Questionnaire (CONFIDENTIAL)                                        | 15              |
| J.10    | Non-Employee Background Questionnaire                                                     | 3               |
| J.11    | RESERVED FOR FUTURE USE                                                                   |                 |
| J.12    | Cost Estimate Form                                                                        | 5               |
| J.13    | Project Schedule                                                                          | 1               |



# HUB Subcontracting Plan (HSP)

In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

**NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Texas Gov't Code §2161.252(b).**

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.13 are:

- **11.2 percent for heavy construction other than building contracts,**
- **21.1 percent for all building construction, including general contractors and operative builders' contracts,**
- **32.9 percent for all special trade construction contracts,**
- **23.7 percent for professional services contracts,**
- **26.0 percent for all other services contracts, and**
- **21.1 percent for commodities contracts.**

**- - Agency Special Instructions/Additional Requirements - -**

In accordance with 34 TAC §20.14(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only the aggregate percentage of the contracts expected to be subcontracted to HUBs with which the respondent **does not** have a **continuous contract\*** in place for **more than five (5) years** shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.

**The TDCJ HUB goals are defined as:**

- **17.5 percent for heavy construction other than building contracts. This goal is higher than the statewide goal and therefore must be the utilized goal for this category,**
- **36.9 percent for all building construction, including general contractors and operative builders contracts. This goal is higher than the statewide goal and therefore must be the utilized goal for this category,**
- **32.7 percent for all special trade construction contracts,**
- **23.6 percent for professional services contracts,**
- **24.6 percent for all other services contracts, and**
- **21 percent for commodities contracts.**

The TDCJ has determined that the HUB Category for this contract falls under the  
**Professional Services Contracts Category.**

The HUB Goal for this category is therefore identified as **23.7 %**.

**For assistance in completing the HSP contact:**

**Sharon Schultz @ 936-437-7026**

**sharon.schultz@tdcj.texas.gov**

**SECTION-1: RESPONDENT AND REQUISITION INFORMATION**

- a. Respondent (Company) Name: \_\_\_\_\_ State of Texas VID #: \_\_\_\_\_  
 Point of Contact: \_\_\_\_\_ Phone #: \_\_\_\_\_  
 E-mail Address: \_\_\_\_\_ Fax #: \_\_\_\_\_
- b. Is your company a State of Texas certified HUB? ☐ - Yes ☐ - No
- c. Requisition #: \_\_\_\_\_ Bid Open Date: \_\_\_\_\_  
(mm/dd/yyyy)

Enter your company's name here: \_\_\_\_\_

Requisition #: \_\_\_\_\_

**SECTION-2** **RESPONDENT's SUBCONTRACTING INTENTIONS**

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, **including contracted staffing, goods, services, transportation and delivery will be subcontracted**. Note: In accordance with 34 TAC §20.11, a "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:

- ☐ - **Yes**, I will be subcontracting portions of the contract. (If **Yes**, complete Item b of this SECTION and continue to Item c of this SECTION.)
- ☐ - **No**, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources, including employees, goods, services, transportation and delivery. (If **No**, continue to SECTION 3 and SECTION 4.)

b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

| Item #                                                              | Subcontracting Opportunity Description | HUBs                                                                                                                                                                           |                                                                                                                                                                  | Non-HUBs                                                             |
|---------------------------------------------------------------------|----------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------|
|                                                                     |                                        | Percentage of the contract expected to be subcontracted to HUBs with which you <b>do not</b> have a <u>continuous contract*</u> in place for <b>more than five (5) years</b> . | Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract*</u> in place for <b>more than five (5) years</b> . | Percentage of the contract expected to be subcontracted to non-HUBs. |
| 1                                                                   |                                        | %                                                                                                                                                                              | %                                                                                                                                                                | %                                                                    |
| 2                                                                   |                                        | %                                                                                                                                                                              | %                                                                                                                                                                | %                                                                    |
| 3                                                                   |                                        | %                                                                                                                                                                              | %                                                                                                                                                                | %                                                                    |
| 4                                                                   |                                        | %                                                                                                                                                                              | %                                                                                                                                                                | %                                                                    |
| 5                                                                   |                                        | %                                                                                                                                                                              | %                                                                                                                                                                | %                                                                    |
| 6                                                                   |                                        | %                                                                                                                                                                              | %                                                                                                                                                                | %                                                                    |
| 7                                                                   |                                        | %                                                                                                                                                                              | %                                                                                                                                                                | %                                                                    |
| 8                                                                   |                                        | %                                                                                                                                                                              | %                                                                                                                                                                | %                                                                    |
| 9                                                                   |                                        | %                                                                                                                                                                              | %                                                                                                                                                                | %                                                                    |
| 10                                                                  |                                        | %                                                                                                                                                                              | %                                                                                                                                                                | %                                                                    |
| 11                                                                  |                                        | %                                                                                                                                                                              | %                                                                                                                                                                | %                                                                    |
| 12                                                                  |                                        | %                                                                                                                                                                              | %                                                                                                                                                                | %                                                                    |
| 13                                                                  |                                        | %                                                                                                                                                                              | %                                                                                                                                                                | %                                                                    |
| 14                                                                  |                                        | %                                                                                                                                                                              | %                                                                                                                                                                | %                                                                    |
| 15                                                                  |                                        | %                                                                                                                                                                              | %                                                                                                                                                                | %                                                                    |
| Aggregate percentages of the contract expected to be subcontracted: |                                        | %                                                                                                                                                                              | %                                                                                                                                                                | %                                                                    |

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at <http://window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/>).

c. Check the appropriate box (Yes or No) that indicates whether you will be using only Texas certified HUBs to perform all of the subcontracting opportunities you listed in SECTION 2, Item b.

- ☐ - **Yes** (If **Yes**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)
- ☐ - **No** (If **No**, continue to Item d, of this SECTION.)

d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract **with Texas certified HUBs** with which you **do not** have a continuous contract\* in place with for **more than five (5) years**, meets or exceeds the HUB goal the contracting agency identified on page 1 in the "Agency Special Instructions/Additional Requirements."

- ☐ - **Yes** (If **Yes**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)
- ☐ - **No** (If **No**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed.)

**\*Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service, to include transportation and delivery under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

Enter your company's name here: \_\_\_\_\_

Requisition #: \_\_\_\_\_

**SECTION-3****SELF PERFORMING JUSTIFICATION** (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION

If you responded "No" to SECTION 2, Item a, in the space provided below **explain how** your company will perform the entire contract with its own employees, supplies, materials and/or equipment, to include transportation and delivery.

**SECTION-4****AFFIRMATION**

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

- The respondent will provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/progressassessmentrpt.xls>).
- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.

\_\_\_\_\_  
Signature\_\_\_\_\_  
Printed Name\_\_\_\_\_  
Title\_\_\_\_\_  
Date  
(mm/dd/yyyy)**Reminder:**

- If you responded "Yes" to **SECTION 2, Items c or d**, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed in SECTION 2, Item b.
- If you responded "No" **SECTION 2, Items c and d**, you must complete an "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed in SECTION 2, Item b.



HSP Good Faith Effort - Method A (Attachment A)

Rev. 09/15

Enter your company's name here: \_\_\_\_\_

Requisition #: \_\_\_\_\_

**IMPORTANT:** If you responded “Yes” to **SECTION 2, Items c or d** of the completed HSP form, you must submit a completed “HSP Good Faith Effort - Method A (Attachment A)” for **each** of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at <http://window.state.tx.us/procurement/prog/hub/hub-forms/hub-sbcont-plan-gfe-achm-a.pdf>

SECTION A-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: \_\_\_\_\_

Description: \_\_\_\_\_

SECTION A-2: SUBCONTRACTOR SELECTION

List the subcontractor(s) you selected to perform the subcontracting opportunity you listed above in **SECTION A-1**. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification, the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp>. HUB status code “A” signifies that the company is a Texas certified HUB.

| Company Name | Texas certified HUB                                    | Texas VID or federal EIN<br><small>Do not enter Social Security Numbers.<br/>If you do not know their VID / EIN,<br/>leave their VID / EIN field blank.</small> | Approximate<br>Dollar Amount | Expected<br>Percentage of<br>Contract |
|--------------|--------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|---------------------------------------|
|              | <input type="radio"/> - Yes <input type="radio"/> - No |                                                                                                                                                                 | \$                           | %                                     |
|              | <input type="radio"/> - Yes <input type="radio"/> - No |                                                                                                                                                                 | \$                           | %                                     |
|              | <input type="radio"/> - Yes <input type="radio"/> - No |                                                                                                                                                                 | \$                           | %                                     |
|              | <input type="radio"/> - Yes <input type="radio"/> - No |                                                                                                                                                                 | \$                           | %                                     |
|              | <input type="radio"/> - Yes <input type="radio"/> - No |                                                                                                                                                                 | \$                           | %                                     |
|              | <input type="radio"/> - Yes <input type="radio"/> - No |                                                                                                                                                                 | \$                           | %                                     |
|              | <input type="radio"/> - Yes <input type="radio"/> - No |                                                                                                                                                                 | \$                           | %                                     |
|              | <input type="radio"/> - Yes <input type="radio"/> - No |                                                                                                                                                                 | \$                           | %                                     |
|              | <input type="radio"/> - Yes <input type="radio"/> - No |                                                                                                                                                                 | \$                           | %                                     |
|              | <input type="radio"/> - Yes <input type="radio"/> - No |                                                                                                                                                                 | \$                           | %                                     |
|              | <input type="radio"/> - Yes <input type="radio"/> - No |                                                                                                                                                                 | \$                           | %                                     |
|              | <input type="radio"/> - Yes <input type="radio"/> - No |                                                                                                                                                                 | \$                           | %                                     |
|              | <input type="radio"/> - Yes <input type="radio"/> - No |                                                                                                                                                                 | \$                           | %                                     |
|              | <input type="radio"/> - Yes <input type="radio"/> - No |                                                                                                                                                                 | \$                           | %                                     |
|              | <input type="radio"/> - Yes <input type="radio"/> - No |                                                                                                                                                                 | \$                           | %                                     |
|              | <input type="radio"/> - Yes <input type="radio"/> - No |                                                                                                                                                                 | \$                           | %                                     |
|              | <input type="radio"/> - Yes <input type="radio"/> - No |                                                                                                                                                                 | \$                           | %                                     |
|              | <input type="radio"/> - Yes <input type="radio"/> - No |                                                                                                                                                                 | \$                           | %                                     |
|              | <input type="radio"/> - Yes <input type="radio"/> - No |                                                                                                                                                                 | \$                           | %                                     |
|              | <input type="radio"/> - Yes <input type="radio"/> - No |                                                                                                                                                                 | \$                           | %                                     |
|              | <input type="radio"/> - Yes <input type="radio"/> - No |                                                                                                                                                                 | \$                           | %                                     |
|              | <input type="radio"/> - Yes <input type="radio"/> - No |                                                                                                                                                                 | \$                           | %                                     |

**REMINDER:** As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to **all** the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

# HSP Good Faith Effort - Method B (Attachment B)

Rev. 09/15

Enter your company's name here: \_\_\_\_\_

Requisition #: \_\_\_\_\_

**IMPORTANT:** If you responded "No" to **SECTION 2, Items c and d** of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at <http://window.state.tx.us/procurement/prog/hub/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf>.

## SECTION B-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: \_\_\_\_\_ Description: \_\_\_\_\_

## SECTION B-2: MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in **SECTION B-1**, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

☐ - Yes (If Yes, continue to SECTION B-4.)

☐ - No / Not Applicable (If No or Not Applicable, continue to SECTION B-3 and SECTION B-4.)

## SECTION B-3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you **MUST** comply with items **a, b, c and d**, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at <http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan>.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

- a.** Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to you submitting your bid response to the contracting agency. When searching for Texas certified HUBs, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) and Historically Underutilized Business (HUB) Search directory located at <http://mycpa.cpa.state.tx.us/tpasscmlsearch/index.jsp>. HUB Status code "A" signifies that the company is a Texas certified HUB.
- b.** List the **three (3) Texas certified HUBs** you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Vendor ID (VID) number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

| Company Name | Texas VID<br>(Do not enter Social Security Numbers.) | Date Notice Sent<br>(mm/dd/yyyy) | Did the HUB Respond?                                   |
|--------------|------------------------------------------------------|----------------------------------|--------------------------------------------------------|
|              |                                                      |                                  | <input type="radio"/> - Yes <input type="radio"/> - No |
|              |                                                      |                                  | <input type="radio"/> - Yes <input type="radio"/> - No |
|              |                                                      |                                  | <input type="radio"/> - Yes <input type="radio"/> - No |

- c.** Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at <http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/>.
- d.** List **two (2) trade organizations or development centers** you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

| Trade Organizations or Development Centers | Date Notice Sent<br>(mm/dd/yyyy) | Was the Notice Accepted?                               |
|--------------------------------------------|----------------------------------|--------------------------------------------------------|
|                                            |                                  | <input type="radio"/> - Yes <input type="radio"/> - No |
|                                            |                                  | <input type="radio"/> - Yes <input type="radio"/> - No |

Enter your company's name here: \_\_\_\_\_

Requisition #: \_\_\_\_\_

SECTION B-4: SUBCONTRACTOR SELECTION

Enter the item number and description of the subcontracting opportunity you listed in **SECTION 2, Item b**, of the completed HSP form for which you are completing the attachment.

a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item Number: \_\_\_\_\_

Description: \_\_\_\_\_

b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed above in **SECTION B-1**. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification, the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located <http://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>. HUB status code "A" signifies that the company is a Texas certified HUB.

| Company Name | Texas certified HUB                                    | Texas VID or federal EIN<br>Do not enter Social Security Numbers.<br>If you do not know their VID / EIN,<br>leave their VID / EIN field blank. | Approximate<br>Dollar Amount | Expected<br>Percentage of<br>Contract |
|--------------|--------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|---------------------------------------|
|              | <input type="radio"/> - Yes <input type="radio"/> - No |                                                                                                                                                | \$                           | %                                     |
|              | <input type="radio"/> - Yes <input type="radio"/> - No |                                                                                                                                                | \$                           | %                                     |
|              | <input type="radio"/> - Yes <input type="radio"/> - No |                                                                                                                                                | \$                           | %                                     |
|              | <input type="radio"/> - Yes <input type="radio"/> - No |                                                                                                                                                | \$                           | %                                     |
|              | <input type="radio"/> - Yes <input type="radio"/> - No |                                                                                                                                                | \$                           | %                                     |
|              | <input type="radio"/> - Yes <input type="radio"/> - No |                                                                                                                                                | \$                           | %                                     |
|              | <input type="radio"/> - Yes <input type="radio"/> - No |                                                                                                                                                | \$                           | %                                     |
|              | <input type="radio"/> - Yes <input type="radio"/> - No |                                                                                                                                                | \$                           | %                                     |
|              | <input type="radio"/> - Yes <input type="radio"/> - No |                                                                                                                                                | \$                           | %                                     |
|              | <input type="radio"/> - Yes <input type="radio"/> - No |                                                                                                                                                | \$                           | %                                     |
|              | <input type="radio"/> - Yes <input type="radio"/> - No |                                                                                                                                                | \$                           | %                                     |

c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in **SECTION B-1** is not a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

**REMINDER:** As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.



# HUB Subcontracting Opportunity Notification Form

In accordance with Texas Gov't Code, Chapter 2161, each state agency that considers entering into a contract with an expected value of \$100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. The state agency I have identified below in **Section B** has determined that subcontracting opportunities are probable under the requisition to which my company will be responding.

34 Texas Administrative Code, §20.14 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, at least seven (7) working days prior to submitting its bid response to the contracting agency, the respondent must provide notice of each of its subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.11(19)(C).

We respectfully request that vendors interested in bidding on the subcontracting opportunity scope of work identified in **Section C, Item 2**, reply no later than the date and time identified in **Section C, Item 1**. Submit your response to the point-of-contact referenced in **Section A**.

## SECTION A: PRIME CONTRACTOR'S INFORMATION

|                   |       |                       |       |
|-------------------|-------|-----------------------|-------|
| Company Name:     | _____ | State of Texas VID #: | _____ |
| Point-of-Contact: | _____ | Phone #:              | _____ |
| E-mail Address:   | _____ | Fax #:                | _____ |

## SECTION B: CONTRACTING STATE AGENCY AND REQUISITION INFORMATION

|                   |       |                |              |
|-------------------|-------|----------------|--------------|
| Agency Name:      | _____ | Phone #:       | _____        |
| Point-of-Contact: | _____ | Bid Open Date: | _____        |
| Requisition #:    | _____ |                | (mm/dd/yyyy) |

## SECTION C: SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION

### 1. Potential Subcontractor's Bid Response Due Date:

If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2, we must receive your bid response no later than \_\_\_\_\_ on \_\_\_\_\_.  
 Central Time Date (mm/dd/yyyy)

*In accordance with 34 TAC §20.14, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency. In addition, at least seven (7) working days prior to us submitting our bid response to the contracting agency, we must provide notice of each of our subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.11(19)(C).*

*(A working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.)*

### 2. Subcontracting Opportunity Scope of Work:

3. Required Qualifications: ☐ - Not Applicable

4. Bonding/Insurance Requirements: ☐ - Not Applicable

5. Location to review plans/specifications: ☐ - Not Applicable



## HUB Subcontracting Plan (HSP) Prime Contractor Progress Assessment Report

***This form must be completed and submitted to the contracting agency each month to document compliance with your HSP.***

Contract/Requisition Number: \_\_\_\_\_ Date of Award: \_\_\_\_\_ Object Code: \_\_\_\_\_  
(mm/dd/yyyy) (Agency Use Only)

Contracting Agency/University Name: **Texas Department of Criminal Justice**

Contract Administrator Name: \_\_\_\_\_

Contractor (Company) Name: \_\_\_\_\_ State of Texas VID #: \_\_\_\_\_

Point of Contact: \_\_\_\_\_ Phone #: \_\_\_\_\_

Reporting (Month) Period: \_\_\_\_\_ Total Amount Paid this Reporting Period to Contractor: \$ \_\_\_\_\_

### ***Report HUB and Non-HUB subcontractor information***

\*Note: Texas certified HUB status can be verified on line at: <https://mycpa.cpa.state.tx.us/tpasscmlsearch/index.jsp>

| Subcontractor's Name | *Texas certified HUB?<br>(Yes or No) | Subcontractor's VID or HUB Certificate Number<br>(Required if Texas certified HUB) | Total Contract \$ Amount from HSP with Subcontractor | Total \$ Amount Paid This Reporting Period to Subcontractor | Total Contract \$ Amount Paid to Date to Subcontractor | Object Code<br>(Agency Use Only) |
|----------------------|--------------------------------------|------------------------------------------------------------------------------------|------------------------------------------------------|-------------------------------------------------------------|--------------------------------------------------------|----------------------------------|
|                      |                                      |                                                                                    | \$                                                   | \$                                                          | \$                                                     |                                  |
|                      |                                      |                                                                                    | \$                                                   | \$                                                          | \$                                                     |                                  |
|                      |                                      |                                                                                    | \$                                                   | \$                                                          | \$                                                     |                                  |
|                      |                                      |                                                                                    | \$                                                   | \$                                                          | \$                                                     |                                  |
|                      |                                      |                                                                                    | \$                                                   | \$                                                          | \$                                                     |                                  |
|                      |                                      |                                                                                    | \$                                                   | \$                                                          | \$                                                     |                                  |
|                      |                                      |                                                                                    | \$                                                   | \$                                                          | \$                                                     |                                  |
|                      |                                      |                                                                                    | \$                                                   | \$                                                          | \$                                                     |                                  |
|                      |                                      |                                                                                    | \$                                                   | \$                                                          | \$                                                     |                                  |
|                      |                                      |                                                                                    | \$                                                   | \$                                                          | \$                                                     |                                  |
|                      |                                      |                                                                                    | \$                                                   | \$                                                          | \$                                                     |                                  |
|                      |                                      |                                                                                    | \$                                                   | \$                                                          | \$                                                     |                                  |
|                      |                                      |                                                                                    | \$                                                   | \$                                                          | \$                                                     |                                  |
|                      |                                      |                                                                                    | \$                                                   | \$                                                          | \$                                                     |                                  |
| <b>TOTALS:</b>       |                                      |                                                                                    | \$                                                   | \$                                                          | \$                                                     |                                  |

Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

## TRADE ORGANIZATIONS/DEVELOPMENT CENTERS

| ORGANIZATION                                                        | MAILING ADDRESS                                                          | PHONE        | FAX          | EMAIL                                                                            |
|---------------------------------------------------------------------|--------------------------------------------------------------------------|--------------|--------------|----------------------------------------------------------------------------------|
| Asian Contractor Association                                        | 4201 Ed Bluestein Blvd., Austin, TX 78721                                | 512-926-5400 | 512-926-5410 | asiancontractor@gmail.com                                                        |
| Black Contractors Association – Dallas/Fort Worth                   | 1409 S. Lamar Street, Suite 251, Dallas, TX 75215                        | 214-485-0483 | 214-485-0467 | rwashington@blackcontractors.org                                                 |
| Dallas Black Chamber of Commerce                                    | 2838 Martin Luther King Jr. Boulevard, Dallas, TX 75215                  | 214-421-5200 | 214-421-5510 | <a href="mailto:chum@dbcc.org">chum@dbcc.org</a>                                 |
| DFW Minority Supplier Development Council                           | 8828 N Stemmons Frwy, 5 <sup>th</sup> Floor, Suite 550, Dallas, TX 75247 | 214-630-0747 | 214-637-2241 | construction@dfwmsdc.com                                                         |
| Dallas Hispanic Chamber of Commerce                                 | 4622 Maple Avenue, Suite. 207, Dallas, TX 75219                          | 214-521-6007 | 214-520-1687 | gquezada.gdhcc.com                                                               |
| Del Mar College PTAC, Corpus Christi Black C of C                   | 101 Baldwin Blvd., CED-146, Corpus Christi, TX 78404                     | 361-698-1025 | 361-698-1024 | ptac@delmar.edu                                                                  |
| El Paso Hispanic Chamber of Commerce                                | 2401 E. Missouri, El Paso, TX 79903                                      | 915-566-4066 | 915-566-9714 | treed@elpasombdacenter.com                                                       |
| Fort Worth Metropolitan Black Chamber of Commerce                   | 1150 South Freeway, Suite 211, Fort Worth, TX 76104                      | 817-871-6538 | 817-332-6438 | bbolden@fwmbcc.org                                                               |
| Golden Triangle Minority Business Council                           | PO Box 5064, Beaumont, TX 77726-5064                                     | 409-962-8530 | 409-722-5402 | hatcher.beverly@gtmbc.com                                                        |
| Greater Asian Chamber of Commerce                                   | 8001 Centre Park Dr. Suite 160, Austin, TX 78754                         | 512-407-8240 |              | Exec.Admin@AustinAsianChamber.org                                                |
| Greater Austin Black Chamber                                        | 912 E. 11 <sup>th</sup> Street, Suite A, Austin, TX 78702                | 512-459-1181 | 512-459-1183 | nmc@austinbcc.org                                                                |
| Greater Houston Business Procurement Forum                          | 17071/2 South Post Oak Blvd., PMB 273, Houston, TX 77056                 | 832-216-2185 | 713-436-8333 | miltonthibodeaux@gmail.com                                                       |
| Hispanic Contractors Association - Houston                          | 7 Parker Road, Houston, TX 77076                                         | 832-883-5078 |              | randymagdaleno@yahoo.com                                                         |
| Hispanic Contractors Association –San Antonio                       | 800 Quintana Road. # 333 San Antonio, TX 78211                           | 210-444-1100 | 210-444-1101 | admin@hcadesa.org                                                                |
| Hispanic Contractors Association – Regional                         | 2210 W. Illinois Avenue, Dallas, TX 75224-1636                           | 972-786-0909 | 972-786-0910 | yolanda@regionalhca.org                                                          |
| Houston Hispanic Chamber of Commerce                                | 1801 Main Street, Suite 890, Houston, TX 77002                           | 713-644-7070 | 713-644-7377 | mzarate@houstonhispanicchamber.com                                               |
| Houston Minority Supplier Development Council                       | Three Riverway, Suite 555, Houston, TX 77056                             | 713-271-7805 | 713-271-9770 | <a href="mailto:angela.freeman@hmsdc.org">angela.freeman@hmsdc.org</a>           |
| National Association of Minority Contractors Inc.–Houston           | 3825 Dacoma St., Houston, TX. 77092                                      | 713-843-3791 | 713-843-3777 | <a href="mailto:info@namctexas.org">info@namctexas.org</a>                       |
| San Antonio Hispanic Chamber of Commerce                            | 200 East Grayson, Suite 203, San Antonio, TX 78215                       | 210-225-0462 | 210-225-2485 | poletf@sahcc.org                                                                 |
| Southwest Minority Supplier Development Council                     | 912 Bastrop Highway, Suite. 101, Austin, TX 78741                        | 512-386-8766 | 512-386-8988 | smsdc@smsdc.org                                                                  |
| Texas Association of African American Chambers of Commerce (TAAACC) | 4100 NW Loop 410 Suite 230, San Antonio, TX 78229                        | 512-659-2160 |              | xenia@smsdc.org                                                                  |
|                                                                     | P.O. Box 13064, Austin, TX 78711-3064                                    | 512-535-5610 |              | <a href="mailto:taaacc179@yahoo.com">taaacc179@yahoo.com</a>                     |
| Texas Association of Historically Underutilized Businesses          | 7518 Robert Kleburg Lane. Austin, TX 78749                               | 512-468-0113 | 915-585-7751 | <a href="mailto:rmata@tgsaustin.com">rmata@tgsaustin.com</a>                     |
| Texas Association of Mexican American Chambers of Commerce (TAMACC) | P.O. Box 41780, Austin, TX 78704                                         | 512-444-5727 |              | panton@tamacc.org                                                                |
| Tri-County Black Chamber of Commerce                                | P.O. Box 88376, Houston, TX 77288                                        | 832-875-3977 | 281-336-0870 | procurement@tcbcc.org                                                            |
| U.S. Hispanic Contractors Association de Austin                     | 920 E. Dean Keeton, Austin, TX 78705                                     | 512-922-0507 |              | info@ushca-austin.com                                                            |
| U.S. Pan Asian American Chamber of Commerce SW                      | 202 E. Border Street, Suite 144, Arlington, TX 76010                     | 682-367-1393 | 817-469-9485 | gmcdermott@uspaacc-sw.org                                                        |
| Women's Business Council - Southwest                                | 2201 North Collins, Suite 158, Arlington, TX 76011                       | 817-299-0566 | 817-299-0949 | asteale@wbcsouthwest.org                                                         |
| Women's Business Enterprise Alliance (WBEA)                         | 9800 NW Frwy, Suite 120, Houston, TX 77092                               | 713-681-9232 | 713-681-9242 | <a href="mailto:bids@wbea-texas.org">bids@wbea-texas.org</a>                     |
| Women Contractors Association (WCA)                                 | P.O. Box 70966, Houston, TX. 77270                                       | 713-807-9977 | 713-807-9917 | <a href="mailto:director@womencontractors.org">director@womencontractors.org</a> |



# HUB Subcontracting Plan (HSP)

## QUICK CHECKLIST

While this HSP Quick Checklist is being provided to merely assist you in readily identifying the sections of the HSP form that you will need to complete, it is very important that you adhere to the instructions in the HSP form and instructions provided by the contracting agency.

- If you will be awarding all of the subcontracting work you have to offer under the contract to only Texas certified HUB vendors, complete:
  - ☐ Section 1 - Respondent and Requisition Information
  - ☐ Section 2 a. - Yes, I will be subcontracting portions of the contract.
  - ☐ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors.
  - ☐ Section 2 c. - Yes
  - ☐ Section 4 - Affirmation
  - ☐ GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.
- If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you do not have a continuous contract\* in place for more than five (5) years meets or exceeds the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:
  - ☐ Section 1 - Respondent and Requisition Information
  - ☐ Section 2 a. - Yes, I will be subcontracting portions of the contract.
  - ☐ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
  - ☐ Section 2 c. - No
  - ☐ Section 2 d. - Yes
  - ☐ Section 4 - Affirmation
  - ☐ GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.
- If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors or only to Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you do not have a continuous contract\* in place for more than five (5) years does not meet or exceed the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:
  - ☐ Section 1 - Respondent and Requisition Information
  - ☐ Section 2 a. - Yes, I will be subcontracting portions of the contract.
  - ☐ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
  - ☐ Section 2 c. - No
  - ☐ Section 2 d. - No
  - ☐ Section 4 - Affirmation
  - ☐ GFE Method B (Attachment B) - Complete an Attachment B for each of the subcontracting opportunities you listed in Section 2 b.
- If you will not be subcontracting any portion of the contract and will be fulfilling the entire contract with your own resources (i.e., employees, supplies, materials and/or equipment, including transportation and delivery), complete:
  - ☐ Section 1 - Respondent and Requisition Information
  - ☐ Section 2 a. - No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources.
  - ☐ Section 3 - Self Performing Justification
  - ☐ Section 4 - Affirmation

**\*Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service, to include transportation and delivery under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.



| ARCHITECTURAL / ENGINEERING SERVICES |                        |             |                                   |              |              |                                                                                                                                                                                                                                  |
|--------------------------------------|------------------------|-------------|-----------------------------------|--------------|--------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Company Name                         | Contact Person         | City        | E-Mail                            | Phone Number | Fax Number   | Business Description                                                                                                                                                                                                             |
| 1113 ARCHITECTS, INC.                | KARALEI M. NUNN        | GEORGETOWN  | kmnunn@1113architects.com         | 512-869-1104 |              | ARCHITECTURE, INTERIOR DESIGN, MASTER PLAN, HISTORICAL, MUNICIPAL, RENOVATION, RESTORATION                                                                                                                                       |
| 13TH LV STRUCTURAL ENGINEERS, PLLC   | Stephen G. Urias, PE   | SAN ANTONIO | stephen@13thlvstructural.com      | 210-241-8164 |              | licensed structural engineers providing construction documents and consulting services to the public and private markets.                                                                                                        |
| 2M ASSOCIATES, LLC                   | Ahsan Moeen            | DALLAS      | info@two-mm.com                   | 214-663-1377 | 866-528-9180 | Architectural/ Engineering Design, Construction Services and Administration, Oracle, Java, .Net, Data Bases, CRM & Mobile applications and Web Design.                                                                           |
| 3-C TECHNOLOGY, L.L.C.               | Audley Logan Sr.       | LANCASTER   | alogan@Team3C.com                 | 972-230-4300 | 972-230-4302 | Reseller of IT products and services. Computers and supplies, printers and peripherals, faxes, audiovisual and supplies. Computer maintenance and repair.                                                                        |
| 3P ENGINEERS, LLC                    | Amber Gass             | SAN ANTONIO | marketing@3pengineers.com         | 210-227-0373 | 210-568-4496 | Consulting Engineers and design for Mechanical, Electrical and Plumbing (MEP) systems in buildings                                                                                                                               |
| 4SITE CIVIL ENGINEERING, LP          | Lawrence Lopez         | HOUSTON     | l.lopez@4site-eng.com             | 281-759-8484 |              | Civil Engineering Consulting Svcs                                                                                                                                                                                                |
| 80/20 SUSTAINABLE SOLUTIONS, L.L.C.  | Natalie Campos Goodman | SAN ANTONIO | Natalie.Goodman@aggienetwork.com  | 469-601-2748 |              | 80/20 Sustainable Solutions provides architectural and sustainable solutions to owners, developers, and architects.                                                                                                              |
| 80/20 SUSTAINABLE SOLUTIONS, L.L.C.  | Natalie Campos Goodman | SAN ANTONIO | Natalie.Goodman@aggienetwork.com  | 469-601-2748 |              | 80/20 Sustainable Solutions provides architectural and sustainable solutions to owners, developers, and architects.                                                                                                              |
| A & L ENGINEERING & CONSULTING, INC. | LAILA RASHEDI ASHRAFI  | DALLAS      | nooriyeh@sbcglobal.net            | 972-818-2946 | 972-733-0189 | CIVIL ENGINEERING DESIGN, STRUCTURE INSPECTIONENG. SURVEY,SOIL TEST                                                                                                                                                              |
| A N A CONSULTANTS LLC                | Lina Assaad            | COLLEYVILLE | lina@anallc.com                   | 817-335-9900 | 817-335-9955 | A.N.A. Consultants, L.L.C., professional engineering and consulting firm offering a full range of civil engineering and surveying services                                                                                       |
| A P ENGINEERING CONSULTANT, INC.     | Anuj M. Patel          | DALLAS      | apatel@ap-ec.com                  | 972-620-1100 | 972-620-1102 | Civil, drainage, roadway, structural engineering design, program management, construction management, structural inspection of structures, design-build coordination, utility coordination, design constructability reviews, CEI |
| AB&P ENGINEERING LLC                 | Rolando Legarreta      | EL PASO     | rlegarreta@alegro-engineering.com | 915-533-0700 | 915-533-2929 | Provide Mechanical, Electrical, and Plumbing Engineering Design Services for Commercial, Institutional, Educational, Government, and Industrial Projects                                                                         |

|                                          |                    |             |                                     |              |              |                                                                                                                                                                           |
|------------------------------------------|--------------------|-------------|-------------------------------------|--------------|--------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| ABACO CONSULTANTS, INC.                  | PORFIRIO S. LOZANO | SAN ANTONIO | plozano-abaco@icsconnect.net        | 210-492-2755 |              | PROFESSIONAL ENGINEERING SERVICES - MECHANICAL,ELECTRICAL & PLUMBING ENGINEERS                                                                                            |
| ABADI ARCHITECTURE AND ACCESSIBILITY INC | Marcela A. Rhoads  | DALLAS      | marhoads@abadiarchitecture.com      | 214-403-8714 | 214-594-6623 | ARCHITECTURAL SERVICES, INCLUDING HANDICAP ACCESSIBILITY INSPECTIONS                                                                                                      |
| ABC ENGINEERING, INC.                    | Joseph Majdalani   | BEAUMONT    | abcengineeringinc@yahoo.com         | 409-201-1123 |              | Consulting engineering services for water, wastewater, drainage, and roadway systems, project and program management, feasibility studies, and master planning.           |
| ABR CONSULTING ENGINEERS                 | Albert Rubio       | SAN ANTONIO | arubio@abrconsultingengineers.com   | 210-493-2414 | 210-493-2414 | Design professional engineering commercial services in mechanical, electrical, plumbing and fire protection.                                                              |
| ABSOLUTE DESIGN PARTNERS                 | Brittney Thomas    | SAN ANTONIO | brittney@absolutedesignpartners.com | 210-478-6385 |              | We provide Architectural Design,Construction Documents and Construction Administration services                                                                           |
| ACCUPLAN HOME & OFFICE DESIGNING         | Lori L. Pfeffer    | BRYAN       | accuplandesign@verizon.net          | 979-778-8406 | 979-778-8436 | Interior and architectural design                                                                                                                                         |
| ACME ARCHITECTURE                        | Emily Little       | AUSTIN      | EMILY@CLAYTONLANDLITTLE.COM         | 512-477-1727 | 512-477-9876 | Architectural/Engineering and Surveying Services                                                                                                                          |
| ACO ASSOCIATES, INC.                     | Isidoro Korngold   | GARLAND     | ikorngold@intercontl.com            | 210-271-7947 | 210-271-0309 | CIVIL ENGINEERING CONSULTING                                                                                                                                              |
| ACUMEN ENTERPRISES, INC.                 | Wayne Boyter       | DESOTO      | wayne@acumen-enterprises.com        | 972-572-0701 | 972-572-0889 | Mechanical HVAC & plumbing contractor, mechanical insulation, & general construction                                                                                      |
| ADAPTIVE & EFFICIENT DESIGN SERVICES, LL | Tasha McCarter     | AUSTIN      | tmccarter@ae-designservices.com     | 512-765-5617 |              | Building Design, Architecture, Electrical Engineering, Planning and Interior Design Consulting Services                                                                   |
| ADEPT GROUP                              | Vivian Yu          | AUSTIN      | vivianyu50@yahoo.com                | 512-586-3159 |              | IT, Software and Engineering Services                                                                                                                                     |
| ADLING ASSOCIATES, PLLC                  | SANDRA ADLING      | LUBBOCK     | sandy@adling.com                    | 806-748-0880 | 806-748-0744 | ARCHITECTURE, INTERIOR DESIGN SERVICES, SPACE PLANNING,                                                                                                                   |
| ADVANCED ENVIRONMENTAL CONCEPTS, INC.    | Barbara O'Toole    | CARROLLTON  | botoole@aeccorp.com                 | 972-488-1066 | 972-488-0554 | Architectural and Industrial Noise Control Products & Services                                                                                                            |
| ADVANCED TRANSOL CONSULTANTS, LLC        | Firoze Shams       | MCKINNEY    | firozes@hotmail.com                 | 469-995-1134 |              | Civil Engineering & Design, Transportation (Highway, Railroad, LRT) planning & design, Utility engineering, traffic analysis & design,ITS, illumination, land development |
| AEC ENGINEERING, LLC                     | CARLOS GARZA       | EDINGURG    | angela@aecengineering.net           | 956-380-6558 | 956-380-6110 | AGRICULTURAL, ENVIRONMENTAL, AND CIVIL ENGINEERING CONSULTING, INCLUDING ASBESTOS.                                                                                        |
| AG ASSOCIATES ARCHITECTS                 | RON ALVARADO       | SAN ANTONIO | RMA@AGARCHITECTS.NET                | 210-734-6885 | 210-298-2557 | ARCHITECTURAL FULL SERVICE DESIGN COMPANY                                                                                                                                 |
| AG&E ASSOCIATES, P.L.L.C. DBA AG&E STRUC | Sanjay Agrawal     | ADDISON     | sagrawal@ageassociates.com          | 214-520-7202 | 214-520-7204 | Structural analysis and design of buildings and other structures                                                                                                          |

|                                          |                        |             |                                     |              |              |                                                                                                                                                                                                                                         |
|------------------------------------------|------------------------|-------------|-------------------------------------|--------------|--------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| AGC GROUP INC.                           | David Gonzalez         | CYPRESS     | fcanahuati@agcgroupinc.com          | 832-305-8792 | 832-467-0122 | Civil Engineering, Construction Management, Project Management, and Engineering Inspection Services                                                                                                                                     |
| AGUIRRE & FIELDS, LP                     | OSCAR AGUIRRE          | SUGAR LAND  | oscar.aguirre@aguirre-fields.com    | 281-340-8900 | 281-340-8909 | CONSULTING ENGINEERING SERVICES                                                                                                                                                                                                         |
| AGUIRRE RODEN, INC.                      | Gary Roden             | DALLAS      | gdroden@aguirreroden.com            | 972-789-2622 | 972-789-9965 | Architecture, Engineering, Construction Management, Professional Services                                                                                                                                                               |
| AIA ENGINEERS, LTD.                      | Ashraf Islam           | HOUSTON     | admin@aiainc.com                    | 281-493-4140 | 281-493-2211 | (1) Civil & structural engineering design and inspection services. (2) Construction engineering & inspection services.                                                                                                                  |
| ALAN Y TANIGUCHI ARCHITECT & ASSOC INC   | Evan Taniguchi         | AUSTIN      | evan@taniguchi-arch.com             | 512-474-7079 | 512-474-7579 | Architectural/Engineering and Surveying Services                                                                                                                                                                                        |
| ALDANA ENGINEERING & TRAFFIC DESIGN, LLC | Albert J. Aldana       | WESLACO     | aaldana@aetdengineers.com           | 956-968-4373 | 956-968-5803 | PS&E for Traffic Engineering, Traffic Engineering Consulting Services                                                                                                                                                                   |
| ALDERSON & ASSOCIATES, INC               | Melanie Rodriguez      | SAN ANTONIO | mrodriguez@alderson-inc.com         | 210-614-1110 | 210-615-8549 | Mechanical, Electrical, Plumbing Engineering and Commissioning                                                                                                                                                                          |
| ALL TRADES ELECTRICAL CONTRACTORS, INC.  | RAFAEL GUTIERREZ       | EL PASO     | rgutierrez@alltradeselectrical.com  | 915-629-0830 | 915-629-0862 | ELECTRICAL CONTRACTOR, NEW CONSTRUCTION, SERVICE CALLS, REMODEL, T.I., EMERGENCY CALLS                                                                                                                                                  |
| ALLIANCE GEOTECHNICAL GROUP, INC.        | Robert Nance           | DALLAS      | robertpnance@aggengr.com            | 972-444-8889 | 972-444-8893 | Provide Geotechnical Engineering, Construction Materials Testing Services and Environmental Consulting                                                                                                                                  |
| ALLIANCE-TEXAS ENGINEERING CO.           | GAYLE HEATH            | AUSTIN      | gheath@emailatg.com                 | 512-821-2081 | 512-821-2085 | Transportation Planning, Travel Demand Modeling, Traffic Engineering, Data Collection Consulting Services.                                                                                                                              |
| ALLIANT ENVIRONMENTAL, LLC               | Robert E. Robinson     | KATY        | rrobinson@alliantenv.com            | 281-717-4392 | 281-717-4395 | Alliant Environmental, LLC is a full-service environmental and engineering consulting company.                                                                                                                                          |
| ALL-TERRA ENGINEERING, INC.              | Haddis Tewolde, P.E.   | HOUSTON     | htewolde@all-terra.com              | 713-574-2371 | 713-574-2372 | Geotechnical Engineering and Construction Materials Testing.                                                                                                                                                                            |
| ALLY GENERAL SOLUTIONS                   | Rolando Castaneda      | PEARLAND    | rcastaneda@allygeneralsolutions.com | 713-459-7230 |              | Traffic Counts and Traffic/Transportation Engineering with General Construction                                                                                                                                                         |
| ALPHA CONSULTING ENGINEERS, INC.         | SCOTT TAK, P.E.        | SAN ANTONIO | scott@alphaconsultingengineers.com  | 210-227-3647 |              | STRUCTURAL ENGINEERING SERVICES ON ALL BUILDING DESIGN.                                                                                                                                                                                 |
| INC.                                     | Homero Castillo        | KINGSVILLE  | alpha2977@gmail.com                 | 361-592-2977 | 361-592-3177 | Engineering services.                                                                                                                                                                                                                   |
| ALPHA TERRA ENGINEERING INC.             | Wayne Crist            | SAN ANTONIO | wcrist@atei97.com                   | 210-930-2834 | 210-654-3802 | Engineering/Architecture firm, design, construction/project administration, facility condition and energy assessments, environmental assessments, facility plans, SPCC plans, permits, expert witnesses, asbestos/lead/mold assessments |
| ALS 88 DESIGN BUILD LLC                  | Annastacia L. Sequoyah | NATALIA     | annastacia@wildblue.net             | 830-663-5035 | 830-663-5035 | FULL ARCHITECTURAL SERVICES & CONSTRUCTION-Bonded & Insured-Specializing in Green Design & Building                                                                                                                                     |

|                                        |                           |            |                               |              |              |                                                                                                                                                                                                                                                            |
|----------------------------------------|---------------------------|------------|-------------------------------|--------------|--------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| ALVIDREZ ASSOCIATES, INC.              | David Alvidrez            | EL PASO    | davida@alvidrez.com           | 915-533-8200 | 915-613-3072 | Architecture, Interior Design, Space Planning, Master Plan and Project Management Services for variety of projects including: educational pre-k through higher ed, retail, ecclesiastical, commercial and institutional. Offices in San Antonio + El Paso  |
| AMANI ENGINEERING INCORPORATED         | H. PRASAD KOLLURU         | HOUSTON    | pkolluru@amaniengineering.com | 713-270-5700 | 713-271-3487 | Civil Site engineering and Land Surveying. Engineering for /utilities/storm, parking lots, pavement improvements, traffic control plans, storm water pollution prevention plans. Surveying which includes Boundary, Topographic, As built, Easements, etc. |
| AMARILLO TESTING AND ENGINEERING, INC. | Oziel                     | AMARILLO   | ate@amariлотesting.com        | 806-374-2756 | 806-374-4399 | Geotechnical and Civil Consulting Engineering; Construction Material Testing                                                                                                                                                                               |
| AMBIEE ENGINEERS, INC.                 | Amarjit S. Ambiee         | HOUSTON    | aambiee@wcwinternational.com  | 281-772-8274 | 713-777-4192 | Engineering Design/Consulting Service/ Construction Management                                                                                                                                                                                             |
| AMBIOTEC CIVIL ENGINEERING GROUP, INC. | CARLOS MARIN              | HARLINGEN  | cmmarin@ambiotec.com          | 956-548-9333 | 956-548-9399 | CIVIL AND ENVIRONMENTAL PLANNING, DESIGN, SURVEYING, ENGINEERING AND CONSTRUCTION MANAGEMENT                                                                                                                                                               |
| AMBIOTEC ENVIRONMENTAL                 | CARLOS MARIN, Ph.D., P.E. | HARLINGEN  | CMMARIN@AMBIOTEC.COM          | 956-423-7807 | 956-423-7905 | ENVIRONMENTAL ENGINEERING SERVICES.                                                                                                                                                                                                                        |
| AMBRECO, LTD.                          | ROBERT DOMINGUEZ          | BELTON     | ambreco@ambreco.com           | 254-939-5175 | 254-939-7888 | GENERAL CONTRACTOR, CONSTRUCTION MGMT, DESIGN/BUILD                                                                                                                                                                                                        |
| ANGLIN ENVIRONMENTAL, INC.             | Linda McClellen           | EULESS     | info@a-e-i.net                | 817-268-1381 | 817-268-1921 | Subsurface utility engineering construction management Environmental                                                                                                                                                                                       |
| APEX CONSULTING GROUP, INC.            | Charles Mgbeike           | HOUSTON    | MCAENGINEERS@AOL.COM          | 713-779-5700 | 713-779-5777 | Civil/Structural Engineering Services & Inspections                                                                                                                                                                                                        |
| APEX-RBI, INC.                         | Balwanthrao Rao Ratnala   | HOUSTON    | rratnala@ratnala-bahl.com     | 281-759-6400 |              | Construction Management, Civil Engineering, Structuring Engineering                                                                                                                                                                                        |
| APM & ASSOCIATES, INC.                 | Afisu Olabimtan           | DALLAS     | afisu@apmtexas.com            | 214-748-4888 | 214-748-4991 | Consulting engineering services involving civil and structural designs.                                                                                                                                                                                    |
| ARAN & FRANKLIN ENGINEERING, INC.      | Chandra M. Womack         | TEXAS CITY | chandra@aranfranklin.com      | 409-935-5200 | 409-935-5209 | Engineering/Windstorm certification services                                                                                                                                                                                                               |
| ARANDA AND ASSOCIATES, INC.            | Tony Aguirre              | MCALLEN    | taguirreconsulting@me.com     | 956-631-0944 | 956-631-0992 | full range of surveying services: mobile/terrestrial LiDAR, GIS mapping, civil engineering services, project compliance/permitting, and stormwater management, among others.                                                                               |
| ARCHI*TECHNICS/3, INC.                 | Christus N. Powell Jr.    | HOUSTON    | secretary@architechnics3.com  | 713-868-0088 | 713-468-2613 | Survey/Analysis Of Existing Facilities, Programming, Master Planning, Interior Space Planning, Building Design And Construction Management                                                                                                                 |
| ARCHITECT FOR LIFE - A PROFESSIONAL    | Lolalisa King             | HOUSTON    | lking@architectforlife.com    | 888-986-7771 | 888-986-7772 | Architect firm specializing in project management and LEED consulting.                                                                                                                                                                                     |

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| ARDOIN ENGINEERING                    | Barbara A. Ardoin      | HOUSTON     | bardoin@ardoinengineering.com       | 281-858-1014 | 281-858-1016 | Provide engineering and technical consultants to the global petroleum industry.                                                                                                                                                                      |
| ARIAS & ASSOCIATES, INC.              | Jonathan Hawkins       | SAN ANTONIO | jhawkins@ariasinc.com               | 210-308-5884 | 210-308-5886 | Geotechnical Engineering, Construction Materials Testing, Environmental Consulting                                                                                                                                                                   |
| ARNOLD AND ASSOCIATES, INC.           | Wendy L. Kelleher      | ADDISON     | wkelleher@elarnoldandassociates.com | 972-991-1144 | 972-991-7302 | ARCHITECTURAL CONSULTING FIRM SPECIALIZING IN ROOFING & WATERPROOFING                                                                                                                                                                                |
| ARRAY TECHNOLOGIES, INC.              | Theresa Khammash       | ARLINGTON   | terry@arraytech.net                 | 817-265-5252 | 972-249-9770 | Right of way & easements, engineering, surveying and real estate services.                                                                                                                                                                           |
| ARREDONDO, ZEPEDA & BRUNZ, LLC        | Alfonso P Garza        | DALLAS      | agarza@azb-engrs.com                | 214-341-9900 | 214-341-9925 | ENGINEERING, TRANSPORTATION, AIRPORTS, STRUCTURES, DRAINAGE, ENVIRONMENTAL & SURVEYING                                                                                                                                                               |
| ARS ENGINEERS, INCORPORATED           | AYUB SANDHU            | DALLAS      | asandhu@arsengineers.com            | 214-739-3152 | 214-739-3169 | CIVIL ENGINEERING, DESIGN, ROADWAYS & UTILITIES, LAND SURVEYING, AND ANALYSIS                                                                                                                                                                        |
| ASH & ASSOCIATES, LLC                 | Shawn Ash              | SAN MARCOS  | info@ashandassociates.net           | 512-392-1719 | 512-392-1928 | Architecture, Engineering, Surveying, Land Planning                                                                                                                                                                                                  |
| ASSOCIATED TESTING LABORATORIES, INC. | Jasbir Singh           | HOUSTON     | jasbir@associatedtesting.com        | 713-748-3717 | 713-748-3748 | Geotechnical Investigation Lab Testing and Engineering Services                                                                                                                                                                                      |
| ATHENA CONSULTING, INC.               | Nancy Poulos           | TOMBALL     | nancy.poulos@athenainc.net          | 832-761-0761 |              | engineering and project management services.                                                                                                                                                                                                         |
| ATLAS CIVIL ENGINEERING PLLC          | Eric Cardwell          | HOUSTON     | ecardwell@acehouston.com            | 832-387-6619 |              | Civil Engineering consulting services                                                                                                                                                                                                                |
| ATSER, L.P.                           | D. Fred Martinez       | HOUSTON     | dfm@atser.com                       | 281-999-9961 | 281-999-9962 | engineering services firm. Our core services include Program and Construction Management, Engineering and Testing Services and Patented Web-based Technology                                                                                         |
| AUSTIN ARCHITECTURE PLUS, INC.        | BETTY TRENT            | AUSTIN      | info@austinarchplus.com             | 512-478-0970 | 512-478-0920 | ARCHITECTURAL AND INTERIOR DESIGN SERVICES                                                                                                                                                                                                           |
| AUSTIN-REED ENGINEERS, LLC            | Sydney W. Austin       | HOUSTON     | saustin@austin-reedengineers.com    | 832-467-0088 | 832-467-0505 | Geo-Technical Eng. Services/Construction Materials Testing And Inspection                                                                                                                                                                            |
| AVILES ENGINEERING CORPORATION        | Trudy Ortwerth         | HOUSTON     | tortwerth@avilesengineering.com     | 713-895-7645 | 713-895-7943 | Geotechnical Engineering and Testing; Construction Materials Testing and Inspection, Construction Management, Environmental Site Assessments                                                                                                         |
| AWR DESIGNS, LLC                      | Amanda W Richardson    | WEATHERFORD | awr.designs@mail.com                | 512-517-5589 |              | Landscape Architecture and Irrigation Design services                                                                                                                                                                                                |
| AXIOM ENGINEERS, INC.                 | Nicole Findeisen, P.E. | AUSTIN      | ncf@axiomtexas.com                  | 512-506-9335 | 512-506-9377 | Civil Engineering Consulting.                                                                                                                                                                                                                        |
| AXXIS BUILDING SYSTEMS                | Sophie Purdy           | FORT WORTH  | spurdy@axxis-corp.com               | 817-632-6100 | 817-632-6101 | Automation, Design, Engineering, & Installation of process, industrial, & building HVAC control systems; Energy engineering & utility analysis. Commissioning of mechanical, electrical, automation, & plumbing systems; Systems integration testing |

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| AZCARATE & ASSOCIATES<br>CONSULTING        | PRESIDENT Ricardo Azcarate | DALLAS      | razcarate@aace-eng.com        | 214-217-9993 | 214-217-9994 | Consulting Engineer Services.                                                                                                                                                                                                                                        |
| AZTEC CONTRACTORS, INC                     | Frank Spencer              | EL PASO     | f.spencer@aztecontractors.com | 915-577-9685 | 915-577-9683 | COMMERCIAL, RESIDENTIAL AND ENGINEERING<br>CONSTRUCTION                                                                                                                                                                                                              |
| B & H ENGINEERS, INC.                      | Eric Brinkley              | IRVING      | ebrinkley@bh-engineers.com    | 214-646-3244 | 972-899-0363 | Engineering and Construction Services                                                                                                                                                                                                                                |
| BZZ ENGINEERING, LLC                       | ARON REZA BADIOZZAMANI     | MCALLEN     | REZA@B2ZENG.COM               | 956-618-0624 |              | multi-disciplined civil engineering consulting firm.<br>BZZ Engineering has a wealth of experience<br>working for government agencies and the private<br>sector in the capacity of both a Prime and Sub-<br>Consultant.                                              |
| BAER ENGINEERING &<br>ENVIRONMENTAL        | THERESE M. BAER, PE        | AUSTIN      | tbaer@baereng.com             | 512-453-3733 | 512-453-3316 | environmental, civil, facilities, and water resources<br>engineering, and industrial hygiene and safety<br>services to commercial, industrial, institutional, and<br>governmental clients.                                                                           |
| BAIN MEDINA BAIN, INC                      | PAMELA BAIN                | SAN ANTONIO | PBAIN@BMBI.COM                | 210-494-7223 | 210-490-5120 | CIVIL CONSULTING FOR SITE AND UTILITY DESIGN,<br>TRANSPORTATION ENGINEERING FOR RURAL AND<br>URBAN ROADWAYS AND EXPRESSWAYS AND<br>COMPLETE LAND SURVEYING INCLUDING GPS AND<br>GIS SERVICES.                                                                        |
| BAKALOVIC ENGINEERING GROUP,<br>LLC        | SEJLA BAKALOVIC            | HOUSTON     | SEJLA.BAKALOVIC@B-E-GROUP.COM | 713-677-0769 | 832-426-4978 | CIVIL/STRUCTURAL ENGINEERING SERVICES,<br>BRIDGE DESIGN.                                                                                                                                                                                                             |
| BAKER & LAWSON, INC.                       | Robin Crouch               | ANGLETON    | rcrouch@bakerlawson.com       | 979-849-6681 | 979-849-4689 | Civil Engineering and Surveying                                                                                                                                                                                                                                      |
| BANKS & ASSOCIATES                         | ERIN BANKS                 | WIMBERLEY   | erin.banks@vownet.net         | 512-801-9049 |              | CIVIL AND ENVIRONMENTAL ENGINEERING,<br>GROUNDWATER STUDIES, SOIL AND<br>GROUNDWATER REMEDIATION SYSTEMS,<br>DRAINAGE STUDIES, STORMWATER PLANS, FLOOD<br>STUDIES, EROSION & SEDIMENT CONTROL PLANS,<br>PROJECT & CONSTRUCTION MANAGEMENT,<br>PERMITTING, COMPLIANCE |
| BARHAM ARCHITECTS, LLC                     | Laurie Barham              | TYLER       | barham@barham-arch.com        | 903-561-8110 | 903-561-6843 | Architectural and Interior Design Services.                                                                                                                                                                                                                          |
| BARNES GROMATZKY KOSAREK<br>ARCHITECTS INC | Jay W. Barnes              | AUSTIN      | jbarnes@bgkarchitects.com     | 512-476-7133 | 512-478-2624 | architectural firm providing planning/urban design,<br>feasibility studies, programming, and<br>architectural/sustainable/interior design for public<br>spaces                                                                                                       |
| BARNHART ENGINEERING                       | DEBBIE BARNHART            | HOUSTON     | dybarnhart@barnharteng.us     | 713-681-5006 | 713-316-9293 | PROVIDE CIVIL STRUCTURAL ENGINEERING<br>SERVICES TO GOVERNMENT (TXDOT) &<br>BUSINESSES.                                                                                                                                                                              |

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| BARWIN CONSULTANTS           | JOHN WINDHAM    | NACOGDOCHES | jwindham@barwin.net            | 936-569-0668 | 936-569-9465 | Civil Engineering: roadway design, site planning, utility design, pavement design, drainage design and analysis. Surveying: boundary surveying, detailed topographic and mapping services, abstracting, parcel plats and ROW mapping. Public Involvement. |
| BASHARKHAH ENGINEERING, INC. | Carolyn Coleman | DALLAS      | ccoleman@beitexas.com          | 214-659-9000 | 214-659-9001 | Mechanical, Electrical and Plumbing engineering consulting. Architectural Services and Roofing Services.                                                                                                                                                  |
| BEE                          | Tom Hagge       | AUSTIN      | tomhagge@beeusa.com            | 512-364-0688 | 512-364-0686 | Facility energy engineering consulting. Surveys/studies/Master Plans, Commissioning (Cx), Retro-Cx, MBCx, LCBCx, AFDD, M&V, metering, controls/IT integrated solutions, and training. Extraordinary staff quals/highest level of engineering.             |
| BEI ENGINEERS                | Fred Bandini    | PASADENA    | AEBandini@bei-us.com           | 713-475-2424 | 713-472-5207 | BEI Engineers is a full service engineering, procurement, and construction management company, headquartered in the Houston, TX area. With about 220 e                                                                                                    |
| BELAIRE ENVIRONMENTAL, INC.  | Andrea Binion   | ROCKPORT    | estuary123@aol.com             | 361-729-1241 | 361-729-1441 | Corps of Engineers regulatory & environmental support; environmental feasibility studies' habitat creation & restoration, including erosion control; pre- and post-construction surveys.                                                                  |
| BELL ENVIRONMENT EAST TEXAS  | KATHY J. BELL   | QUITMAN     | KATHY@BELL-ENVIRONMENT.COM     | 903-967-2478 |              | PROFESSIONAL Services, environmental, health, and safety permitting, studies, construction inspections, monitoring, sampling and auditing. Waste management, environmental assessments and impact statements.                                             |
| BELLE FIRMA, INC.            | Kori A Haug     | DALLAS      | khaug@bellefirma.com           | 214-865-7192 |              | Beautiful Landscapes. Signature Services. BELLE FIRMA is a landscape architecture firm that takes stewardship in transforming sites into beautiful and sustainable outdoor environments.                                                                  |
| BELTON ENGINEERING, INC.     | Lina Chtay      | BELTON      | beltonengineeringinc@gmail.com | 254-731-5600 |              | We are a Civil Engineering Firm:- Utility master planning/design Drainage master planning/analysis Comprehensive land use planning Street alignment and design plan/profile Right-of-Way mapping for acquisition                                          |



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| BENCOV ENGINEERING LLC                  | Raul Benitez                | HOUSTON    | Raul@BenCov.com                  | 832-649-1544 |              | Engineering and Consulting services for Mechanical, Electrical, Plumbing, Commissioning Compliance and Facility Management                                                                                                                               |
| BEPC INCORPORATED                       | Oscar Casillas              | SAN ANGELO | oscar@becpinc.com                | 325-944-0169 | 325-657-9217 | Engineering within the arena of life sciences Information Technology Services-human resources,administrativeclerical engineering work which includes v                                                                                                   |
| BERG-OLIVER ASSOCIATES, INC.            | Susan Alford                | HOUSTON    | salford@bergoliver.com           | 281-589-0898 | 281-589-0007 | Environmental Consulting & Land Use Consulting Services                                                                                                                                                                                                  |
| BETH RAMIREZ TRANSPORTATION ENGINEERING | Elizabeth Ramirez           | DALLAS     | beth-ramirez@hotmail.com         | 214-886-1180 |              | Traffic/Transportation Engineering Services - 30+ years of traffic engineering design and operations experience.                                                                                                                                         |
| BIG D ENGINEERING, PLLC                 | Darla Payberah              | HEATH      | dpayber@sbcglobal.net            | 214-213-7673 |              | Provide civil engineer design services including preliminary design, roadway design, plan preparation, utility coordination, hydraulics/hydrology, traffic design, QA/QC, project controls/estimates,community outreach, document control                |
| BLACKLINE ENGINEERING, LLC              | Juliana Bihlet/ Asim Tufail | HOUSTON    | sdixon@blackline-eng.com         | 832-431-5959 | 832-615-0408 | Engineering Consulting Services, Project Management, and Construction Management                                                                                                                                                                         |
| BLGY, INC.                              | Stacy Kaase                 | AUSTIN     | skaase@blgy.com                  | 512-977-0390 | 512-977-0838 | ARCHITECTURAL DESIGN, SPACE PLANNING AND PROGRAM MANAGEMENT.                                                                                                                                                                                             |
| BOCCI ENGINEERING                       | Lami,Lianne                 | HOUSTON    | lianne.lami@bocciengineering.com | 713-575-2400 | 832-304-2295 | Innovative utilities & facilities infrastructure engineering, construction services; water, wind & solar technologies, O&M optimization, testing & forensics, inspections, commissioning, auditing, energy efficiency & CHP, MEP & Environmental design. |
| BOWERS DESIGN GROUP, PLLC               | Michelle A. Bowers          | HOUSTON    | michellek10@sbcglobal.net        | 713-409-4094 |              | Architecture, interior architecture, interior design, programming and furniture planning consulting services for new projects and renovations. Sales and representation of furniture, architectural and other products.                                  |
| BOWMAN ENGINEERING & CONSULTING, INC.   | Shauna E. Bowman            | DALLAS     | shauna@bowmanengineers.com       | 214-303-1744 | 214-382-9410 | CONSTRUCTION ENGINEERING AND PROJECT MANAGEMENT                                                                                                                                                                                                          |
| BPTS LLC                                | Monique Burns               | HOUSTON    | bpts1@outlook.com                | 832-265-9317 |              | Vessel Mechanical Engineering/Computer Technology/2D Acad, Microstation, PDS diagrams, P&ID's;Engineering Consultant; cad; design; static; rotating                                                                                                      |
| BRANDT ENGINEERS GROUP, LTD.            | MARY ELLEN BRANDT           | AMARILLO   | brandt@brandtengineers.com       | 806-353-7233 | 806-353-7261 | CONSULTING CIVIL ENGINEERING                                                                                                                                                                                                                             |

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| BRIONES CONSULTING & ENGINEERING, LTD    | Rolando Briones     | SAN ANTONIO  | rbriones@brionesengineering.com | 210-828-1431 | 210-828-1432 | Consulting Engineering for Civil Construction, General Civil Construction                                                                                                                             |
| BROCK & BUSTILLOS, INC.                  | Karina Martinez     | EL PASO      | kmartinez@brockbustillos.com    | 915-542-4900 | 915-542-2867 | PROFESSIONAL CIVIL ENGINEERING AND LAND SURVEYING SERVICES                                                                                                                                            |
| BROWN GRAPHICS INC                       | MELANIE BROWN       | DALLAS       | melanie@browngraphics.com       | 214-553-9988 | 214-553-9989 | DESIGN & MANUFACTURE ARCHITECTURAL SIGNS & GRAPHICS, WAYFINDING SYSTEMS. ADA, ROOM & OFFICE IDENTIFICATION, PLAQUES, MONUMENTS, DIRECTIONAL, PARKING GARAGE, PLASTIC, METAL, WOOD SIGNS, INSTALLATION |
| BROWN, LEAL & ASSOCIATES CONSULTING ENG. | MARIE LEAL          | HARLINGEN    | MCLEAL@blengineer.com           | 956-428-4014 | 956-412-1837 | Civil Engineering and Design                                                                                                                                                                          |
| BUILDING INSPECTION SERVICES INC.        | LAURA DURIO-MADDOX  | ARLINGTON    | lauradm@bisinspect.com          | 817-265-4963 | 817-265-6220 | CONSULTING SERVICES - ENGINEERING, Building INSPECTIONS and Engineering.                                                                                                                              |
| BURGE-MARTINEZ CONSULTING, INC.          | Gerald Hernandez    | SAN ANTONIO  | gerald@burgemartinez.com        | 210-646-8566 | 210-590-7476 | Burge-Martinez Consultin, Inc. is a Texas based engineering firm that specializes in Geotechnical Engineering, Construction Materials Testing, and Environmental Consulting.                          |
| C SIX ARCHITECTURE, LLC                  | Andre Chachere      | HOUSTON      | andre@csixarchitecture.com      | 281-315-8822 |              | Full Architectural Services                                                                                                                                                                           |
| C3S, INC.                                | Samuel Ebow Coleman | HOUSTON      | info@c3sinc.com                 | 713-432-9200 | 713-432-7976 | Concrete engineering, Inspection services construction-type, petrographic analysis, concrete forensics, facilities management, infrastructure evaluation.                                             |
| CABRE & ASSOCIATES, LLC                  | Carmen Dominguez    | FLOWER MOUND | carmen@cabre.us                 | 214-513-8764 |              | Civil and Structural Engineering and Consulting Planning Services Land Development Services                                                                                                           |
| CACO ARCHITECTURE, LLC                   | Alice Lin           | DALLAS       | alin@cacoarchitecture.com       | 972-934-7600 | 972-934-7601 | Architectural Planning/Design Services                                                                                                                                                                |
| CAMACHO-HERNANDEZ & ASSOCIATES, L.L.C.   | JOHN HERNANDEZ      | SAN ANTONIO  | info@camachohernandez.com       | 210-341-6200 | 210-341-6300 | CIVIL ENGINEERING SERVICES                                                                                                                                                                            |
| CAMPBELL & ASSOCIATES CONSULTING         | STEPHEN J CAMPBELL  | DALLAS       | scampbell@cace-inc.com          | 214-559-2600 | 214-528-4735 | Structural design of educational, institutional, commercial, healthcare, and airport facilities.                                                                                                      |
| CAMPOS ENGINEERING, INC.                 | Steve Sanders       | DALLAS       | ssanders@camposengineering.com  | 214-696-6291 | 214-361-6298 | MECHANICAL, ELECTRICAL, PLUMBING, ENGINEERING SERVICES. TESTING & BALANCING / COMMISSIONING.                                                                                                          |
| CAROL VICK ARCHITECT LLC                 | Carol Vick          | HOUSTON      | carol@vickarchitect.com         | 713-316-9210 | 713-316-0893 | Architecture, Interior Design, LEED consulting, Sustainable Design, Project Management, Construction Management                                                                                       |
| CARRILLO & ASSOCIATES, INC.              | Grace Carrillo      | SAN ANTONIO  | grace@carrillo-testing.com      | 210-394-2486 | 210-735-4164 | Consulting: Construction Material Testing, Geotechnical Environmental Site Assestments, Engineering and General Construction                                                                          |
| CARTER DESIGN ASSOCIATES, INC            | DONNA D CARTER      | AUSTIN       | ADMIN@CARTERDESIGN.NET          | 512-476-1812 | 512-476-1819 | ARCHITECTURE, PLANNING, HISTORIC PRESERVATION, INTERIOR DESIGN, URBAN DESIGN                                                                                                                          |

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|-----------------------------------------|----------------------|-------------|----------------------------------|--------------|--------------|------------------------------------------------------------------------------------------------------------------------------------------------------|
| CAS CONSULTING AND SERVICES, INC.       | Channy Soeur         | AUSTIN      | Channys@casengineers.com         | 512-836-2388 | 512-836-4515 | SERVICES IN CIVIL ENGINEERING CONSULTING, CONSTRUCTION MGT. AND PROGRAM MGT                                                                          |
| CASABELLA ARCHITECTS                    | Jaime Beaman         | AUSTIN      | JBEAMAN@CASABELLA-ARCHITECTS.COM | 512-458-5700 | 512-458-5755 | Architectural/Engineering and Surveying,                                                                                                             |
| CASTILLA - KHA PARTNERSHIP, LLC         | Trevor L. Castilla   | MCKINNEY    | tcastilla@civilgroup.net         | 972-569-9193 | 972-569-9197 | Professional civil engineering services.                                                                                                             |
| CAVAZOS & ASSOCIATES ARCHITECTS         | Guillermo J. Cavazos | LAREDO      | gcavazos@bizlaredo.rr.com        | 956-724-8123 | 956-724-8377 | Architectural services: schematic design, design development, construction administration, master planning, feasibility studies.                     |
| CAYE COOK & ASSOCIATES                  | Caye Cook            | DALLAS      | caye@ccalandscapearch.com        | 214-739-9105 | 972-385-9501 | LANDSCAPE ARCHITECTURE                                                                                                                               |
| CBS DESIGNS                             | Carlos Saenz         | HOUSTON     | csaenz@cbs-designs.com           | 713-227-0711 |              | Provide Architectural/Design services for various types of construction                                                                              |
| CES NETWORK SERVICES, INC.              | ENRIQUE H. FLORES    | DALLAS      | cesnet@cesnetser.com             | 972-241-3683 | 972-241-8973 | communication systems engineering firm, specializing in consulting and project management for telecommunication. RF engineering, wireless, microwave |
| CHAMBERS ENGINEERING, LLC               | CHRIS CHAMBERS       | LUBBOCK     | chrisc@chambersengineering.net   | 806-687-9999 | 806-687-9997 | Chambers Engineering, LLC is a mechanical and electrical engineering consulting firm.                                                                |
| CHAN & PARTNERS ENGINEERING LLC         | Raymond Chan         | AUSTIN      | RAYMONDC@CHANPARTNERS.COM        | 512-480-8155 | 512-480-8811 | Architectural/Engineering and Surveying,                                                                                                             |
| CHANDANA DESIGN, L.L.C.                 | Chandana Narayan     | DALLAS      | cn@chandanadesign.com            | 214-559-7145 | 214-559-7101 | Interior Design and Furniture selection services.                                                                                                    |
| CHANIN ENGINEERING, LLC                 | Miguel Chanin        | MCALLEN     | info@chaninengineering.com       | 956-687-9421 | 956-687-3211 | Structural engineering consulting.                                                                                                                   |
| CHARLES D. GOODEN CONSULTING ENGINEERS, | Charles D. Gooden    | HOUSTON     | cdgce@goodenengineers.com        | 713-660-6905 | 713-660-8817 | Registered Engineer                                                                                                                                  |
| CHEMTEX ENVIRONMENTAL                   | Dr. C. N. Reddy      | PORT ARTHUR | cnr@chemtexas.com                | 409-983-4575 | 409-982-1522 | Environmental and Industrial Analytical Services                                                                                                     |
| CHESNEY MORALES PARTNERS, INC.          | RICHARD G. MORALES   | SAN ANTONIO | rgm@chesneymorales.com           | 210-828-9481 | 210-828-9719 | Architecture, Space Planning, Masterplanning, Interior Design for commercial, governmental, healthcare, institutional, and residential sectors       |
| CHICA & ASSOCIATES, INC.                | Teri Wallace         | BEAUMONT    | twallace@chicaandassociates.com  | 409-833-4343 | 409-833-8326 | CIVIL ENGINEERING SPECIALIZING IN ROADWAY, BRIDGE DESIGN AND WATER, SEWER AND UTILITY DESIGN.                                                        |
| CHIEN ASSOCIATES, INC.                  | Jong Song Chien.     | HOUSTON     | janie1952@sbcglobal.net          | 713-785-0334 | 713-785-0309 | Engineering service on civil, HVAC, electrical, plumbing engineering design                                                                          |
| CISNEROS DESIGN STUDIO                  | Rolmulo Cisneros     | HOUSTON     | romuloc@cisnerosdesignstudio.com | 713-520-7745 | 713-520-8894 | Architectural Services.                                                                                                                              |
| CIVCO SOLUTIONS LLC                     | Brittney Smith       | LONGVIEW    | britt32273@aol.com               | 903-235-7291 |              | Civil Engineering Services                                                                                                                           |
| CIVIL ASSOCIATES, INC.                  | Chi C. Dao           | DALLAS      | info@civilassociates.com         | 214-703-5151 | 214-703-5150 | Consulting Professional services---- Civil ENGINEERING, design, planning, environmental and management.                                              |

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| CIVIL CONSULTING GROUP, PLLC          | Trevor Castilla      | MCKINNEY    | tcastilla@civilgroup.net            | 972-569-9193 | 972-569-9197 | Professional Civil Engineering Services                                                                                                                                                                                                             |
| CIVIL SYSTEMS ENGINEERING, INC.       | Deren Li             | SUGAR LAND  | dli@cseengineers.com                | 713-782-3811 | 713-782-3812 | Civil Engineering Services In Water Resource/Floodplain Mapping/Drainage & Storm Sewer Design/Flood Reduction Studies                                                                                                                               |
| CIVILCORP LLC                         | Ben L. Galvan        | VICTORIA    | bgalvan@civilcorp.us                | 361-570-7500 | 361-570-7501 | Professional Civil Engineering and Land surveying for public and private sectors.Specializes in transportation, infrastructure, site development engineering, as well as land surveying services including boundary, topo,right of way,and control. |
| CIVILITUDE                            | FAYEZ SHAREEF KAZI   | AUSTIN      | fayez@civilitude.com                | 512-761-6161 | 512-761-6167 | Architectural/Engineering and Surveying Services                                                                                                                                                                                                    |
| CIVILRAM, INC.                        | Rolando C. Ramirez   | SUGAR LAND  | rramirez@civilram.com               | 281-265-0210 | 281-265-1906 | Engineering and Engineering Consulting Services                                                                                                                                                                                                     |
| CIVILTECH ENGINEERING, INC.           | Melvin G Spinks      | CYPRESS     | company@civiltecheng.com            | 281-304-0200 | 281-304-0210 | multi-disciplined consulting engineering firm specializing in civil engineering, water resources, transportation, structures, economic and real estate services, and geographic information systems (GIS).                                          |
| CLERKLEY WATKINS GROUP, INC.          | CURTIS CLERKLEY      | HOUSTON     | cclerkley@tcw-group.com             | 713-532-2800 | 713-732-5131 | ARCHITECTURE, PLANNING, INTERIOR DESIGN                                                                                                                                                                                                             |
| CLICK ENGINEERING, INC.               | John J. Click        | DALLAS      | jclick@clickeng.com                 | 214-871-2302 | 214-871-8716 | Structural Engineering Consulting Services.                                                                                                                                                                                                         |
| CNF TECHNOLOGIES CORPORATION          | Alfredo Ramirez      | SAN ANTONIO | roxanne.ramirez@cnftech.com         | 210-957-2800 | 210-957-3089 | Information assurance, Forensics Analysis, Intrusion Detection Monitoring, Computer Network Operations.                                                                                                                                             |
| CNG ENGINEERING PLLC                  | Travis E. Wiltshire  | SAN ANTONIO | travis.wiltshire@cngengineering.com | 210-224-8841 | 210-224-8824 | Provide Mechanical, Electrical, and Plumbing Engineering Design Services.                                                                                                                                                                           |
| COLEMAN CIVIL & RAIL PROJECT MGT, LLC | Nick Coleman         | SPRING      | ncoleman@colemancivilpm.com         | 832-564-7558 |              | Professional Engineering and Construction services for the civil and rail construction industries.                                                                                                                                                  |
| COLLABORATIVE ENGINEERING GROUP LLC   | Lisa Osborne, P.E.   | HOUSTON     | losborne@collaborative-engr.com     | 281-598-1170 | 281-598-1130 | Mechanical, Electrical, Plumbing and Fire Protection Consulting Engineering Services.                                                                                                                                                               |
| COLORSCAPES OF HOUSTON                | GREGORY CARMONA      | MAGNOLIA    | cscapes@consolidated.net            | 832-455-9028 | 936-321-7898 | LANDSCAPE DESIGN & ARCHITECTURE                                                                                                                                                                                                                     |
| COLTRANE FERNANDEZ ZAVALA GROUP, LLC  | Leticia Zavala       | SAN ANTONIO | cfzavalagroup@yahoo.com             | 210-366-1911 | 210-366-0044 | LANDSCAPE ARCHITECTURAL SERVICES, IRRIGATION DESIGN SERVICES                                                                                                                                                                                        |
| COMBS CONSULTING GROUP, LP            | Carrie E. Combs, Pre | SAN ANTONIO | Carrie.Combs@Combs-Group.com        | 210-698-7887 |              | COMBS Consulting Group is an Independent Technology and Security Design and Consulting firm offering Technology and Security design and consulting services.                                                                                        |
| CONDE, INC                            | CONRAD CONDE         | EL PASO     | cconrad@e p.rr.com                  | 915-592-0283 | 915-592-0286 | ENGINEERING, PLANNING, SURVEYING                                                                                                                                                                                                                    |

|                                          |                          |                  |                              |              |              |                                                                                                                                                                                                                                |
|------------------------------------------|--------------------------|------------------|------------------------------|--------------|--------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| CONVEYANCE CIVIL ENGINEERING             | Nicole Francois          | DRIPPING SPRINGS | nfranconsulting@gmail.com    | 512-965-8887 |              | civil engineering                                                                                                                                                                                                              |
| CORSAIR CONSULTING LLC                   | Clint Harris             | AUSTIN           | clinharris@corsairus.com     | 512-342-8877 | 512-345-2924 | Civil and Geotechnical Engineering and Construction materials Testing                                                                                                                                                          |
| CORTAN ENGINEERING, PLLC                 | CORBITT, YARA M.         | EDINBURG         | YARA@CORTANENGINEERING.COM   | 956-971-0289 | 956-386-0289 | PROFESSIONAL SERVICES                                                                                                                                                                                                          |
| COSECANT, LLC                            | Miguel Orozco            | SAN ANTONIO      | miguel@cosecant.pro          | 210-978-2147 | 210-572-7575 | Civil Engineering and Construction Management                                                                                                                                                                                  |
| COTERA + REED ARCHITECTS INC             | Juan Cotera              | AUSTIN           | info@coterareed.com          | 512-472-3300 | 512-472-3611 | Architectural/Engineering and Surveying Services                                                                                                                                                                               |
| COURTNEY HARPER + PARTNERS, L.C.         | Courtney C Harper ext100 | HOUSTON          | courtney@courtneyhp.com      | 713-521-7379 | 713-521-4588 | ARCHITECTURAL AND INTERIOR DESIGN SERVICES                                                                                                                                                                                     |
| COVARRUBIAS STRUCTURAL ENGINEERING, INC. | Martin Covarrubias       | HELOTES          | martin.c@covstructural.com   | 210-392-8404 |              | Structural Engineering Design and Construction Phase Services                                                                                                                                                                  |
| COX DESIGN ASSOCIATES, INC.              | ROBERT COX               | AUSTIN           | bcox@coxdesignassociates.com | 512-327-4149 | 512-327-7679 | Architectural Design Services Building specialties: Healthcare, Univesity Facilities, Hospitality, Site and Land Development, Interior Architecture, Facilities Assessment, Sustainable Design                                 |
| CP&Y, INC.                               | Ellen Carpenter          | DALLAS           | ecarpenter@cpyi.com          | 214-638-0500 | 214-638-3723 | A/E consulting including survey services                                                                                                                                                                                       |
| CQC TESTING AND ENGINEERING, LLC         | Jaime Rojas              | EL PASO          | jrojas@cqceng.com            | 915-771-7766 | 915-771-7786 | CONSTRUCTION MATERIAL TESTING, FORENSIC, ENVIRONMENTAL AND GEOTECHNICAL ENGINEERING                                                                                                                                            |
| CRD GROUP, LLC                           | MICHAEL R. CHAPA         | AUSTIN           | MCHAPA@CRDGRP.COM            | 512-775-5166 | 512-346-0520 | CIVIL ENGINEERING CONSULTING                                                                                                                                                                                                   |
| CRESPO CONSULTING SERVICES, INC.         | STEPHEN STECHER          | AUSTIN           | SSTECHER@CRESPOINC.COM       | 512-343-6404 | 512-343-8120 | civil and environmental engineering firm specializing in stormwater management, hydrology, hydraulics, streambank stabilization and restoration, water supply, wastewater system modeling, and related environmental services. |
| CRIADO & ASSOCIATES, INC.                | MARIA CRISTINA CRIADO    | DALLAS           | CCRIADO@CRIADOASSOCIATES.COM | 972-392-9092 | 972-392-9192 | Full service Civil engineering design, subsurface utility engineering, and LAND SURVEYING firm, providing quality consulting services to both public/private sector clients.                                                   |
| CROSS ARCHITECTS, PLLC                   | Brian W. Rumsey          | PLANO            | brumsey@crossarchitects.com  | 214-893-4208 | 775-796-8647 | PROVIDE ARCHITECTURAL SERVICES FOR RESIDENTIAL MULITFAMILY AND COMMERCIAL CLIENTS                                                                                                                                              |
| CRUZ-HOGAN CONSULTANTS, INC.             | Orlando S. Cruz          | HARLIGEN         | orlando@cruzhogan.net        | 956-425-8968 | 956-423-5083 | Civil Engineering.                                                                                                                                                                                                             |
| CSF CONSULTING, L.P.                     | Carlos Gutierrez         | HOUSTON          | carlosg@csfengineers.com     | 832-678-2110 | 832-678-2115 | Civil/Structural Forensic Engineering Investigating Structure Roof/Building Enviro Servs/Const. Mgmt & Consulting Remediation Materials Collection, Pl                                                                         |
| CTS CONSOLIDATED TELECOM SERVICES LLC    | Pam Faver                | ROUND ROCK       | pfaver@ccc411.com            | 512-279-5950 | 512-852-7688 | Other Services, including Legal Services,                                                                                                                                                                                      |

|                                     |                     |              |                                    |              |              |                                                                                                                                                                                                  |
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| CURRENT DESIGN AND DRAFTING         | Raymond C. Current  | DESOTO       | rcurrent@cddslc.com                | 214-208-4957 | 972-223-6116 | Provide computer aided design and drafting services.                                                                                                                                             |
| CURTIS ARCHITECTURE                 | Rankin A Curtis III | NACOGDOCHES  | acurtis@curtisarchitecture.net     | 936-559-9233 | 936-569-9465 | Architectural and Engineering Design Services                                                                                                                                                    |
| CURTIS GROUP ARCHITECTURE, LLC      | Gloria Curtis       | DALLAS       | knickels@curtisgrouparchitects.com | 214-378-9810 | 214-378-9811 | Architecture and Interior Design Services                                                                                                                                                        |
| CVM ENGINEERING, INC.               | Carrie Van Meeteren | LIBERTY HILL | carrie@cvmengineeringinc.com       | 512-515-5307 |              | Mechanical, Electrical and plumbing design for new & existing HVAC/piping, electrical systems, water/wastewater.                                                                                 |
| D&S ENGINEERING LABS, LLC           | Amy Irwin Brothers  | DENTON       | abrothers@dsenglabs.com            | 940-735-3733 | 940-591-6570 | Local - construction materials engineering, testing, geotechnical engineering and inspection firm serving North Texas.                                                                           |
| DABHI ENGINEERING ASSOCIATES, INC.  | Madarsinh Dabhi     | HOUSTON      | sdabhi@dabhiengineering.com        | 281-492-6885 | 281-492-8626 | Consulting Engineers - Mep Systems Design For Commercial, Institutional, Industrial Buildings/ Construction Management Services                                                                  |
| DADE CONSULTING GROUP, INC.         | Preston Ervin       | FORNEY       | dadecg@sbcglobal.net               | 512-653-3557 |              | Civil engineering - transportation, utility design, utility coordination, subsurface utility engineering, survey                                                                                 |
| DAL-TECH ENGINEERING, INC.          | SEDI TOUMANI        | DALLAS       | stoumani@dal-tech.com              | 972-250-2727 | 972-250-4774 | civil engineering, planning and surveying firm, providing civil engineering, municipal engineering, surveying, right-of-way acquisition, planning and feasibility studies, SUE and GPS Services. |
| DATACOM DESIGN GROUP, LLC           | Jodi P Bole         | AUSTIN       | jbole@datacomdesign.com            | 512-478-6001 |              | Technology Design and Consulting Services: IT, AudioVisual, Electronic Security, Acoustics for Higher Ed, Healthcare, Corporate, Civic Markets.                                                  |
| DATUM GOJER ENGINEERS, L.L.C.       | Charles Gojer       | DALLAS       | bgojer@cgojer.com                  | 214-340-1199 | 214-348-8053 | CONSULTING ENGINEERING, STRUCTURAL & CIVIL                                                                                                                                                       |
| DATUM RIOS, LLC                     | Craig Rios          | SAN ANTONIO  | c.rios@datumrios.com               | 210-623-0409 |              | Structural engineering services.                                                                                                                                                                 |
| DAVCAR ENGINEERING SERVICES         | David A. Carroll    | AUSTIN       | david@davcar.com                   | 512-328-4428 | 512-306-8330 | Civil design, Civil Engineering and Project Management                                                                                                                                           |
| DEAN CONSULTING GROUP PLLC          | MICHAEL DEAN        | SAN ANTONIO  | MDEAN.DDG@ATT.NET                  | 210-340-2424 |              | ARCHITECTURAL DESIGN, PROJECT MANAGEMENT,                                                                                                                                                        |
| DECON LLC                           | Fulvio Jaramillo    | HOUSTON      | fjaramillo@deconeng.com            | 832-538-3740 | 866-475-6781 | Structural Engineering Bridge Engineering Civil Engineering Construction Engineering Structural Erection Shop Drawings Building Inspections Bridge Inspections Drafting Construction Management  |
| DEL CUARON ENTERPRISES INCORPORATED | Jeffrey B Gulrich   | LEWISVILLE   | delcuaron@verizon.net              | 972-816-0151 |              | We are a diversified enterprise, capable of general contracting, material supply, roofing, facilities management, and engineering services.                                                      |
| DELTA CIVIL ENGINEERING             | Qayyum Javed        | RICHMOND     | q.javed@deltacivil-eng.com         | 832-449-3839 |              | Engineering Design Consultants                                                                                                                                                                   |

|                                        |                       |             |                                 |              |              |                                                                                                                                                                                                                                    |
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| DESHAZO GROUP, INC.                    | BONNER DESHAZO        | DALLAS      | bonner.deshazo@deshazogroup.com | 214-748-6740 | 214-748-7037 | Traffic and Transportation Engineering, Parking Analysis and Design                                                                                                                                                                |
| DESIGN & DEVELOPMENT CONSULTANTS, INC. | Marion Johnson        | DALLAS      | m.johnson@ddcteam.com           | 469-628-2442 | 214-946-1166 | ARCHITECTURAL DESIGN & DRAFTING/TAS INSPECTIONS                                                                                                                                                                                    |
| DFW CONSULTING GROUP, INC.             | Troy Skillern         | IRVING      | tskillern@dfwcgi.com            | 972-929-1199 | 972-929-4691 | Engineering Services                                                                                                                                                                                                               |
| DI SCIULLO-TERRY, STANTON &            | Joyce P. Stanton      | ARLINGTON   | jstanton@dterry.com             | 817-275-3361 | 817-275-8920 | PROFESSIONAL CIVIL ENGINEERING SERVICES & PROFESSIONAL LAND SURVEYING SERVICES                                                                                                                                                     |
| DIETZ ENGINEERS, LLC                   | Donna M. Dietz        | TYLER       | ddietz@dietzengineers.com       | 903-581-2551 | 903-581-2552 | professional engineering company providing structural engineering services to architects, industry, contractors and other engineers.                                                                                               |
| DIKITA ENTERPRISES, INC.               | Evalynn A. Williams   | DALLAS      | ewilliams@dikita.com            | 214-634-8844 | 214-638-7406 | Civil engineering, planning, program management, and construction management.                                                                                                                                                      |
| DIMENSIONS DALLAS, INC.                | Oswaldo Cajas         | DALLAS      | ocajas@dimarchs.com             | 214-220-3800 | 214-220-3843 | Full service architectural services: programming, schmetic design, design development, construction documents, and construction administration.                                                                                    |
| DOUCET & ASSOCIATES, INC.              | Tricia Williamson     | AUSTIN      | adoucet@doucetengineers.com     | 512-583-2600 | 512-583-2601 | Professional services include a full range of civil engineering, entitlement procurement, GIS/mapping and surveying services for land development and public works projects.                                                       |
| DOUGHERTY SPRAGUE ENTERPRISES, INC.    | Cathy Dougherty       | ROWLETT     | cdougherty@dsei.com             | 972-412-8666 | 972-412-8660 | Environmental Consulting, engineering, geological sciences, environmental sciences, site investigations, emergency response, asbestos assessments, mol                                                                             |
| DOUGLAS ARCHITECTS, INC.               | Melissa Douglas       | SAN ANTONIO | mdouglas@douglasarchitects.net  | 210-226-5500 | 210-226-5501 | Architecture, Architectural Programming, Interiors, Planning, Feasibility Studies                                                                                                                                                  |
| DP-NXA CONSULTANTS, LLC                | NIPAT ATTAVIT         | FORT WORTH  | N.ATTAVIT@ATT.NET               | 817-238-9853 | 817-238-0911 | PLANNING & ENGINEERING DESIGN, DESIGN MGMT                                                                                                                                                                                         |
| DRASH CONSULTANTS, LLC                 | Jill M. Drash         | SAN ANTONIO | jdrash@drashconsultants.com     | 210-340-5004 | 210-340-5009 | Consulting services for geotechnical, enviroment and forensic and construction materials engineering and testing.                                                                                                                  |
| DTEL ENGINEERING & CONSULTANTS, LLC    | Atiya Jomezai         | CARROLLTON  | mhussain@dec-texas.com          | 972-478-4385 | 972-478-4385 | Other Management Consulting Services                                                                                                                                                                                               |
| DUNLAP ENGINEERING & SURVEYING, LLC    | Sharon Dunlap         | TEMPLE      | dunlap.llc@gmail.com            | 254-791-0152 |              | Civil Engineering, Land Surveying                                                                                                                                                                                                  |
| DURAND-HOLLIS RUPE, INC.               | Gabriel Durand-Hollis | SAN ANTONIO | office@dhrarchitects.com        | 210-308-0080 | 210-697-3309 | ARCHITECTURE/INTERIOR DESIGN/PLANNING                                                                                                                                                                                              |
| DYE ENTERPRISES                        | D. SCOTT DYE          | SAN ANTONIO | dyeenterprises@satx.rr.com      | 210-599-4123 | 210-599-4191 | Land Surveying and Civil Engineering. Our firm has the capability of providing GPS & conventional surveying, planning, platting,civil engineering design, and local representation services for all types of development projects. |



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|--------------------------------------|---------------------|------------------|-----------------------------------|--------------|--------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| DYESS-PETERSON TESTING LABORATORY,   | Dalana Peterson     | AMARILLO         | dalanap@dyesspeterson.com         | 806-372-4911 | 806-372-5552 | Construction materials testing services, geotechnical investigations, engineering, inspections.                                                                                                                                                    |
| DYKEMA ARCHITECTS, INC.              | Bibiana Dykema      | CORPUS CHRISTI   | bdykema@dykema-architects.com     | 361-882-8171 | 361-884-9358 | ARCHITECTURAL SERVICES.                                                                                                                                                                                                                            |
| E&C ENGINEERS & CONSULTANTS, INC.    | Heather Camden      | HOUSTON          | CAMDEN@ECENG.COM                  | 713-580-8800 | 713-580-8888 | MECHANICAL, ELECTRICAL, AND PLUMBING ENGINEERING                                                                                                                                                                                                   |
| E2PH ENVIRONMENTAL ENGINEERING       | Juan Clague         | EL PASO          | juan.clague@e2ph.com              | 915-842-0270 |              | Environmental engineering and public health consulting, including Permitting & Compliance, Environmental Site Assessments, NEPA assessments, Air Quality and storm water management, Health impact assessments, Environmental Health Research, GIS |
| E3 ENGINEERING                       | Shawn E. Poe        | ROYSE CITY       | e3eng@cawb.com                    | 214-773-6767 |              | Civil Engineering Consulting.                                                                                                                                                                                                                      |
| EAKOM ENGINEERING & CONSULTING,      | Achille Kodom       | MIDLAND          | achillek@eakomengineering.com     | 432-789-2882 | 432-614-6446 | r Structural Engineering services with specialties in: Public & Private K-12 educational and Higher Education, Institutional, Water and Wastewater Treatment Plants, Commercial and Industrial                                                     |
| EARTH ENGINEERING INC                | Juanita Shihadeh    | HOUSTON          | juanitas@eartheng.com             | 713-681-5311 | 713-681-5411 | Geotechnical engineering services (soil investigations and analysis). Construction Materials Testing of soils and concrete.                                                                                                                        |
| EARTHCO, L.L.C.                      | Jaime Cantu         | HARLINGEN        | jaime.cantu@earthcorgv.com        | 956-428-2443 | 956-202-0491 | Subsurface exorations, geotechnical engineering and construction materials testing and inspections.                                                                                                                                                |
| EAST TEXAS TESTING LABORATORY , INC. | Darrell Flatt       | TYLER            | dflatt@ettlinc.com                | 903-595-4421 |              | ETTL provides geotechnical engineering services, construction materials engineering, and environmental consulting services                                                                                                                         |
| EBG ENGINEERING, LLC                 | Emily Bratz         | ALLEN            | ebratz@ebgeng.com                 | 972-429-0006 |              | Civil Engineering, planning, and design services for private development and municipal infrastructure.                                                                                                                                             |
| ECM INTERNATIONAL, INC.              | Scott Oleson        | EL PASO          | soleson@ecmintl.com               | 915-351-1900 | 915-351-1908 | Program, Project and Construction Management Consultants                                                                                                                                                                                           |
| E-CON GROUP, LLC                     | Gilbert Enriquez    | EDINBURG         | genriquez@enriquezenterprises.net | 956-793-0178 | 956-259-8009 | General Construction and Construction Management. Civil Engineering Design.                                                                                                                                                                        |
| ECO-SOUTHWEST ENVIRONMENTAL          | Juanita S. Jennings | DRIPPING SPRINGS | tjenn@ecosouth.com                | 512-423-1674 |              | Other Services including Legal Services                                                                                                                                                                                                            |
| EDI BUILDING CONSULTANTS, INC.       | Annie Sumang        | HOUSTON          | annie@edibc.com                   | 713-772-6300 | 713-772-3040 | Engineering services: Roofing, waterproofing, curtain wall, structural design, peer review, project management, construction monitoring and inspection, forensic services.                                                                         |
| EDR ARCHITECTS, PLLC                 | Emily D Rozypal     | CORPUS CHRISTI   | erozypal@edrarchitects.com        | 361-452-1683 | 361-452-1967 | Architectural Services                                                                                                                                                                                                                             |

|                                          |                      |             |                                    |              |              |                                                                                                                                                                                                                                                |
|------------------------------------------|----------------------|-------------|------------------------------------|--------------|--------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| EJES, INC.                               | Jackie Johnson       | DALLAS      | ejones@ejesinc.com                 | 214-343-1210 | 214-343-3885 | Engineering Services                                                                                                                                                                                                                           |
| ELECTRO SYSTEMS ENGINEERS, INC.          | J. Antonio Rico      | EL PASO     | jarico@esei.com                    | 915-587-7902 | 915-587-7768 | Telecommunications Engineering & Information Technology Services                                                                                                                                                                               |
| ELEMENTS OF ARCHITECTURE, INC.           | DEBORAH L. FULWILER  | FORT WORTH  | dfulwiler@elementsofarc.com        | 817-333-2880 | 817-333-2883 | ARCHITECTURAL, INTERIORS AND PROJECT MANAGEMENT SERVICES                                                                                                                                                                                       |
| ELEVAN LLC                               | Scott Gray           | SAN ANTONIO | Scott.gray@elevatesystems.com      | 210-807-9981 |              | Engineering Services, Lighting Assessments, re lighting, LED retrofit services                                                                                                                                                                 |
| ELZARN ENGINEERING PC                    | Lisa Whitehead       | HUMBLE      | lisa@elzarnengineering.com         | 281-271-7059 |              | Provide Mechanical, Electrical, Plumbing, Fire Protection, Electrical Lighting and Power design                                                                                                                                                |
| ENAPAY, LLC                              | MARSHALL J. HAMILTON | MESQUITE    | MJH@ENAPAYLLC.COM                  | 972-285-1007 | 972-285-4922 | Architectural Engineering; Interior Design; ADA Consultant.                                                                                                                                                                                    |
| ENCON INTERNATIONAL, INC.                | Alex Woelper         | EL PASO     | encon.admin@enconinternational.com | 915-833-3740 | 915-581-2049 | ENVIRONMENTAL & GEOTECHNICAL ENGINEERING, ALSO CONSTRUCTION MATERIALS' TESTING                                                                                                                                                                 |
| ENCOTECH ENGINEERING, INC.               | Ali R Khataw         | AUSTIN      | Ali.Khataw@eec-tx.com              | 512-338-1101 | 512-338-1160 | full service engineering firm specializing in MEP, Structural, Transportation and Civil Engineering. Encotech offers Commissioning, Cost Estimating, Sustainability Consulting, Project Management, and Program Management.                    |
| ENGINEERED FIRE PROTECTION OF TEXAS, LLC | KRISTI (NIKI) WHITE  | BASTROP     | NIKI.WHITE@EFPOT.COM               | 832-646-8691 |              | Fire protection engineering,building,fire&safety code consulting,smoke control design,hazard analysis,alarm design & installation,sprinkler design & inspection.                                                                               |
| ENGINEERING CONSTRUCTION ASSOCIATES, LLC | Kearie               | AUSTIN      | franklin1104@sbcglobal.net         | 512-865-8797 | 512-410-7408 | LOWER THE ENVIRONMENTAL IMPACT OF FACILITIES THROUGH HIGH PERFORMANCE SOLUTIONS THAT PROVIDE AN EQUITABLE ROI WHILE ENHANCING ENERGY,OPERATION AND MAINTENANCE EFFICIENCIES.                                                                   |
| ENGLISH+ASSOCIATES ARCHITECTS, INC.      | Jacob Nix            | HOUSTON     | jnix@english-architects.com        | 713-850-0400 | 713-850-0411 | full service architectural firm offering complete architectural, planning, interior design, and facility services to both private and governmental entities.                                                                                   |
| ENOVATEKK LLC                            | CHRISTIAN ARREDONDO  | SPRING      | CARREDONDO@ENOVATEKK.COM           | 713-471-3505 |              | CONSULTING SERVICES FOR MECHANICAL & METALLURGICAL ENGINEERING. WE ALSO PROVIDE A PRODUCT, ECO-Vi, THAT REDUCES EMISSIONS, INCREASES TORQUE AND INCREASES OVERALL OIL LIFE. WE CAN ALSO CUSTOM MANUFACTURE FORGED, CAST & MACHINED COMPONENTS. |
| ENSIGHT, INC.                            | MARK D. LILIE        | STAFFORD    | mlilie@ensightinc.com              | 713-621-0725 | 713-589-8820 | Structual engineering consulting.                                                                                                                                                                                                              |

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| ENTECH CIVIL ENGINEERS, INC.       | J. Antonio Gelacio    | HOUSTON       | tgelacio@entechhou.com      | 281-945-0069 | 281-945-0081 | ENGINEERING DESIGN SERVICES FOR THE PREPARATION OF CONSTRUCTION PLANS AND DOCUMENTS FOR HIGHWAYS, FREEWAYS, URBAN ARTERIALS & MUNICIPAL PROJECTS                                                                             |
| ENVI ENGINEERING                   | Rachael Soto          | KATY          | rachaellsoto@hotmail.com    | 832-512-6083 |              | An engineering, consulting firm providing energy audits, mechanical, electrical, and plumbing design services, and commissioning for new and existing facilities.                                                            |
| ENVISION ARCHITECTS + PLANNERS,    | Fred Montes           | DALLAS        | Fredmontes@envision-ap.com  | 972-478-1311 |              | Envision Architects+Planners Provides the following services: Architecture \ Planning+Development \ Programming \ Project Management                                                                                         |
| EPB ASSOCIATES, INC.               | Edgardo P. Brandao    | DALLAS        | ebrandao@epbassociates.com  | 972-239-5495 | 972-239-5496 | Consulting Civil and Structural Engineers.                                                                                                                                                                                   |
| EPIC TRANSPORTATION GROUP LP       | Harish Narayanappa    | SUGAR LAND    | mail@epicgrouplp.com        | 713-609-9416 | 713-609-9806 | Engineering Services - for roadway/transportation projects. Services include engineering, planning, design & construction.                                                                                                   |
| EPSILON ARCHITECTURE, INC.         | Tim Konganda          | DALLAS        | tim@epsilonarchitecture.com | 469-718-9735 |              | Architecture, planning, urban design, historic preservation and sustainable design. Program Management, Project Management and Construction Administration.                                                                  |
| EQUIPMENT ENGINEERING SUPPORT, LLC | Paul McBean           | DENTON        | pmcbean@eesupportllc.com    | 214-912-4112 | 940-387-5759 | Engineering Services                                                                                                                                                                                                         |
| ERO INTERNATIONAL, LLP             | Eli R. Ochoa          | MCALLEN       | gbarrera@goero.com          | 956-661-0400 | 956-661-0401 | architecture and urban design firm that offers the following:from comprehensive planning, zoning and regulation amendments, design guidelines, TOD planning and workshop facilitation to design and implementation.          |
| ES SQUARED LLC                     | Albert H. Mitchell    | GRAND PRAIRIE | albert@es2consulting.com    | 972-325-1929 | 972-606-0898 | Environmental and Safety Consulting Services                                                                                                                                                                                 |
| ESSAYON ENGINEERING &              | David McSwain, P.E.   | SOUTHLAKE     | dmcswain@essayoneng.com     | 972-790-0081 | 817-251-0990 | CIVIL & ENVIRONMENTAL ENGINEERING, URBAN PLANNING AND SITE DEVELOPMENT                                                                                                                                                       |
| ESSENTIAL LIGHT DESIGN STUDIO, LLC | Jill Klores           | DALLAS        | jill@essentiallylight.com   | 972-415-8655 | 866-837-4233 | Architectural Lighting Design Services & Consultation. Daylighting Design and Analysis.                                                                                                                                      |
| ETHOS-HOLISTIQUE HOLDINGS LLC      | GUILLERMO QUINTANILLA | HARLINGEN     | GQUIN@ETHOSENG.NET          | 956-230-3435 | 956-720-0830 | PROVIDE PROFESSIONAL ENGINEERING SERVICES TO INCLUDE:UTILITY ANALYSIS, FACILITY ASSESSMENT; RETRO-COMMISSIONING; ENERGY CONSERVATION MEASURES; BUILDING LIFE CYCLE COST ANALYSIS; CRITIAL MAINTENANCE EQUIPMENT REPLACEMENT; |

|                                         |                        |             |                                  |              |              |                                                                                                                                                                             |
|-----------------------------------------|------------------------|-------------|----------------------------------|--------------|--------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| E-W ASSOCIATES                          | Timothy Won            | COPPELL     | timwon.ewa@verizon.net           | 214-729-6696 | 972-462-8607 | MECHANICAL, PLUMBING & ELECTRICAL ENGINEERING/DESIGN SERVICES FOR BUILDING CONSTRUCTION.                                                                                    |
| EXCELSIS, INC.                          | CHARLIE YOSSUNDHARAKUL | HOUSTON     | info@excelsis-inc.com            | 713-785-9815 | 713-782-6922 | Consulting Civil engineering                                                                                                                                                |
| FALCONA MANAGEMENT & TECHNOLOGY, L.L.C  | John Anthony F. Ayala  | SAN ANTONIO | falcona.management@gmail.com     | 210-704-1486 | 210-704-1487 | Program Management, Technology Development, Commercialization, Engineering and Consulting.                                                                                  |
| FALON LAND STUDIO LLC                   | Falon Mihalic          | HOUSTON     | owner@falonland.com              | 773-320-7520 |              | Landscape Architecture, public art, and design services.                                                                                                                    |
| FENDER-ANDRADE ARCHITECTS, LLC          | Jan Krause Leckie      | FORT WORTH  | jleckie@fender-andrade.com       | 214-722-4906 |              | Fender-Andrade Architects is a full-service architectural, master planning and interior design firm.                                                                        |
| FERGUSON CONSULTING, INC.               | C. LECETTE FERGUSON    | MAGNOLIA    | lferguson@fci-engr.com           | 281-252-9232 | 281-252-5355 | PROVIDER OF TELECOMMUNICATIONS AND ELECTRICAL ENGINEERING DESIGN SERVICES.                                                                                                  |
| FERNANDEZ, FRAZER, WHITE & ASSOC., INC. | ALBERT B. FERNANDEZ    | SAN ANTONIO | abf@ffwinc.com                   | 210-377-0774 | 210-366-0376 | CONSULTING SERVICES IN CIVIL ENGINEERING, LANDSCAPE ARCHITECTURAL & SURVEYING                                                                                               |
| FFG STRATEGIC CONSULTING, LLC           | Colette Lewis          | HOUSTON     | colette.lewis@ffgsconsulting.com | 832-412-2524 |              | Engineering Consulting, project management, technical resources, construction management, procurement, turbine specialists, O&M and Outage Services                         |
| FIVENGINEERING, LLC                     | Elizabeth Parent       | HOUSTON     | contact@5engineering.com         | 832-800-3483 |              | general civil engineering firm that specializes in Hydrology and Hydraulics, as well as NPDES.                                                                              |
| FORD ENGINEERING, INC.                  | Ford , Regina          | SAN ANTONIO | regina@fordengineering.com       | 210-590-4777 | 210-590-4940 | Professional Civil Engineering and Surveying services, land development, drainage, water and wastewater design, municipal engineering and complex desi                      |
| FRANK ARCHITECTS, INC.                  | VIVIAN FRANK           | LAREDO      | viviana@frankarchitects.net      | 956-725-7418 | 956-722-8541 | ARCHITECTURE, URBAN DESIGN & INTERIORS                                                                                                                                      |
| FRANK LAM & ASSOCIATES, INC             | FRANK LAM              | AUSTIN      | frank@franklaminc.com            | 512-476-2717 | 512-476-2714 | ENGINEERING, STRUCTURAL ENGINEERING                                                                                                                                         |
| FRANK X SPENCER & ASSOCIATES, INC.      | Rebecca T. Spencer     | EL PASO     | bts@fxsa.com                     | 915-533-4600 | 915-533-4673 | Civil Engineering, Surveying, Construction Management, Subsurface Utility Engineering, Geographic Information Systems                                                       |
| FRANKIEZED STUDIOS                      | Laura Alexander        | TYLER       | laura@frankiezedstudios.com      | 903-525-9564 |              | Full Service Design Firm - Conceptual Design Services, Full Construction Documents, Specifications, Renderings, Drafting Services, Code Review, As-Built Measuring/Drawings |
| FRANKLIN ENGINEERS & CONSULTANTS, LLC   | Juene Franklin         | PEARLAND    | jfranklin@feandcllc.com          | 281-205-8415 | 281-205-8420 | Environmental Engineering & Consulting (Pipeline Design & Engineer Right-of-Way Permitting, Air Permitting, Air Permit Application, Air Construction P                      |

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|------------------------------------------|------------------------|-----------------|---------------------------------|--------------|--------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| FUSEARCH STUDIO, PLLC                    | Elizabeth Guillot      | AUSTIN          | beth@fuse-arch.com              | 512-699-3083 |              | Architectural Services including; planning, programming, design, construction administration, project management and LEED consulting services.                                                                                                            |
| GA ARCHITECTURE, INC.                    | GERADO GUTIERREZ       | EL PASO         | gerry_garcia@sbcglobal.com      | 915-313-9091 | 915-313-9092 | ARCHITECTURAL SERVICES                                                                                                                                                                                                                                    |
| GALLEGOS ENGINEERING, INC.               | RICHARD GALLEGOS       | SAN ANTONIO     | rg@gallegoseng.com              | 210-641-0812 | 210-641-2037 | CIVIL ENGINEERING CONSULTING                                                                                                                                                                                                                              |
| GANDY SQUARED LIGHTING DESIGN            | Sarah Gandy            | HOUSTON         | sarah@G2LD.com                  | 281-796-7887 |              | Architectural Lighting Design and Consultation                                                                                                                                                                                                            |
| GARCIA & WRIGHT CONSULTING ENGINEER      | MR. GARCIA             | SAN ANTONIO     | rgarciajr@garciawright.com      | 210-349-5253 | 210-349-0715 | CIVIL CONSULTING ENGINEERING AND SURVEYING SERVICES                                                                                                                                                                                                       |
| GARZA + MCLAIN STRUCTURAL ENGINEERS, INC | GABRIEL GARZA          | SUGARLAND       | ggarza@garza-mclain.com         | 281-494-1221 | 281-494-1234 | STRUCTURAL ENGINEERING DESIGN SERVICES FOR COMMERCOAL AND INDUSTRIAL STRUCTURES                                                                                                                                                                           |
| GARZA EMC, LLC                           | Rudy Garza             | AUSTIN          | rgarza@garzaemc.com             | 512-298-3284 | 512-298-2592 | Multi-disciplinary engineering design and management consulting firm, providing industry leading service for clients and owners in both the public and private sectors including civil, water & wastewater, project management and management consulting. |
| GC ENGINEERING, INC.                     | Mahendra Rodrigo       | PEARLAND        | mrodrigo@gc-engineering.com     | 281-412-7008 | 281-412-4623 | GC Engineering, Inc. is a multidisciplinary consulting firm specialized in providing professional services in Civil Engineering, Transportation, Envir                                                                                                    |
| GEOSCIENCE ENGINEERING AND TESTING-      | Syed Afsar             | DALLAS          | geti@sbcglobal.net              | 972-488-3500 | 972-488-8844 | Geotechnical Engineering (foundation recommendations and soil sampling) and Construction Materials Testing Service                                                                                                                                        |
| GEOTECH ENGINEERING & TESTING            | DAVID EASTWOOD         | HOUSTON         | david.eastwood@geotecheng.com   | 713-699-4000 | 713-699-9200 | geotechnical, construction materials, environmental, forensic engineering, soil testing, drilling, asphalt, soils, concrete, cement                                                                                                                       |
| GERARD & ASSOCIATES CONSULTING ENGINEERS | Walter S. Gerard       | DALLAS          | wsgerard@att.net                | 214-375-9700 | 214-375-9725 | Mechanical, Electrical & Plumbing Engineering                                                                                                                                                                                                             |
| GERARDO NORIEGA ARCHITECT, LLC           | Gerardo Noriega        | SAN ANTONIO     | gerry@gn-architect.com          | 210-298-7800 | 210-298-9140 | architectural services                                                                                                                                                                                                                                    |
| GESSNER ENGINEERING, LLC                 | Johanna Rankin Gessner | COLLEGE STATION | jgessner@gessnerengineering.com | 979-680-8840 | 979-680-8841 | Civil, Structural & Geotechnical Engineering                                                                                                                                                                                                              |
| GGKS HOLDING, INC.                       | Guillermo Guariguata   | CORPUS CHRISTI  | kens@onyx-engineering.com       | 361-698-0900 | 361-289-2112 | Construction Materials Testing and Surveying                                                                                                                                                                                                              |
| GIGNAC & ASSOCIATES, LLP                 | RAYMOND GIGNAC         | CORPUS CHRISTI  | rgignac@gignac-associates.com   | 361-884-2661 | 361-884-4232 | ENGINEERING SERVICES, PROFESSIONAL                                                                                                                                                                                                                        |
| GIL ENGINEERING ASSOCIATES INC           | JOSE GIL               | AUSTIN          | mgilsilva@gilengineering.com    | 512-835-4203 | 512-835-4407 | PROFESSIONAL ARCHITECTURAL SERVICES                                                                                                                                                                                                                       |
| GILBERT J. GUERRA ENGINEERING, LLC       | Debbie Guerra          | EDINBURG        | debbieguerra@msn.com            | 956-380-5152 | 956-380-5083 | DESIGN ENGINEERING & SURVEYING                                                                                                                                                                                                                            |
| GLENROSE ENGINEERING, INC.               | D. ROSS                | AUSTIN          | lauren@glenrose.com             | 512-326-8880 | 512-326-8881 | Civil Engineering                                                                                                                                                                                                                                         |
|                                          |                        |                 |                                 |              |              | CIVIL AND ENVIRONMENTAL ENGINEERING.                                                                                                                                                                                                                      |

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|-------------------------------------------------------------------|---------------------|-------------|-------------------------------------|--------------|--------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| GLOBE ENGINEERS, INC.                                             | FAY SAREMI          | DALLAS      | fsaremi@gobeengineers.com           | 972-713-3030 | 972-713-3029 | Civil Engineering Consulting including<br>GEOTECHNICAL Engineering, CONSTRUCTION<br>MATERIALS TESTING, ENVIRONMENTAL Consulting                                                                                     |
| GLYNDATA                                                          | GLYNDA MERCIER      | ELGIN       | GLYNDATA@EARTH-COMM.COM             | 512-417-9447 |              | ENGINEERING SERVICES INCL PHYTOREMEDIATION<br>OF PHARMACEUTICALS & CONTAMINANTS, WATER<br>SUPPLY & WATER RIGHTS, EROSION CONTROL,<br>DRAINAGE MASTER PLANS, WASTEWATER REUSE,<br>CONSUMPTIVE USE OF IRRIGATED CROPS |
| GOERO INTERNATIONAL, LLC                                          | Eli Ochoa           | MCALLEN     | fgarcia@gcero.com                   | 956-661-0400 | 956-661-0401 | Architectural Design Services & Structural<br>Engineering                                                                                                                                                           |
| GOERO INTERNATIONAL, LLC                                          | Gladys Barrera      | MCALLEN     | gbarrera@goero.com                  | 956-661-0400 |              | goERO specializes in the architectural design of<br>education and government facilities.                                                                                                                            |
| GOERO INTERNATIONAL, LLC                                          | Eli Ochoa           | MCALLEN     | fgarcia@goero.com                   | 956-661-0400 | 956-661-0401 | Architectural Design Services & Structural<br>Engineering                                                                                                                                                           |
| GOMEZ, MENDEZ, SAENZ, INC.                                        | RUDY GOMEZ          | BROWNSVILLE | rvrg@gmsarchitects.com              | 956-546-0110 | 956-546-0196 | Architectural Firm                                                                                                                                                                                                  |
| GONZALEZ & SCHNEEBERG,<br>GONZALEZ ENGINEERING &<br>SURVEYING INC | Jaci Mouser         | PLANO       | jaci.mouser@gs-engineers.com        | 972-516-8855 | 972-516-8901 | General Civil Engineering and Land Surveying.                                                                                                                                                                       |
|                                                                   | Edmundo R Gonzalez  | BROWNSVILLE | edmundo@gonzalezengineering.com     | 956-546-5515 | 956-546-2804 | CIVIL ENGINEERING (DESIGN) SURVEYING                                                                                                                                                                                |
| GONZALEZ NEWELL BENDER, INC.                                      | FRANCISCO GONZALEZ  | SAN ANTONIO | Gonzalez@GNBARCH.COM                | 210-692-0331 | 210-692-3579 | ARCHITECTURE, INTERIOR DESIGN, LAND<br>PLANNING                                                                                                                                                                     |
| GONZALEZ, KYPUROS, AND WHITE,<br>INC.                             | Jose J. Castillo    | SAN ANTONIO | jcastillo@gkw-inc.com               | 210-582-5870 | 210-582-5872 | ENGINEERING & CONSTRUCTION MANAGEMENT<br>SERVICES                                                                                                                                                                   |
| GONZALEZ-DE LA GARZA &<br>ASSOCIATES                              | AYDA SOFIA GONZALEZ | SAN ANTONIO | agonzalez@gd-us.com                 | 210-208-9400 | 210-208-9401 | CIVIL ENGINEERING SERVICES SPECIALIZING IN<br>TRANSPORTATION, COMMERCIAL/RESIDENTIAL<br>LAND DEVELOPMENT AND PUBLIC WORKS.<br>Surveying Services and General Construction                                           |
| GORRONDONA & ASSOCIATES, INC.                                     | Brad J. Gorrondona  | FORT WORTH  | bjg@ga-inc.net                      | 817-496-1424 | 817-496-1768 | Professional land surveying, Mobile<br>LiDAR, GIS, Aerial Mapping, Geotechnical<br>Engineering & CMT                                                                                                                |
| GR INTERNATIONAL CONSULTING<br>GROUP                              | GERARDO RAMIREZ     | IRVING      | gram@griconsulting.com              | 972-871-8624 | 972-871-8625 | DESIGN, PROJECT MANAGEMENT, CONSTRUCTION<br>ADMINISTRATION.                                                                                                                                                         |
| GRACIOUS ENGINEERING                                              | Chin-kuang Chang    | HOUSTON     | henry.chang@graciousengineering.com | 281-785-0888 |              | Civil Engineering Service.                                                                                                                                                                                          |
| GREEN, RUBIANO & ASSOCIATES,<br>INC.                              | ROLAND RUBIANO      | HARLINGEN   | jgarib@graengineering.com           | 956-428-4461 | 956-428-0287 | STRUCTURAL ENGINEERING DESIGN AND FIELD<br>INSPECTIONS                                                                                                                                                              |
| GREENHALL LLC                                                     | Cindy Green         | SAN ANTONIO | cindy@greenhallco.com               | 210-381-0601 | 210-595-1577 | Commercial Building General Contractor.                                                                                                                                                                             |
| GREENWAY STUDIO, LLC.                                             | Luis F Terrazas     | EL PASO     | luis@greenway-studio.com            | 915-471-3449 | 915-485-7511 | Landscape Architectural Services                                                                                                                                                                                    |
| GROUPSTRUCTURAL ENGINEERS,<br>INC.                                | Juan Jimenez        | DALLAS      | gsei@groupstructural.com            | 214-397-0455 | 214-754-9065 | STRUCTURAL ENGINEERING Services                                                                                                                                                                                     |

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| GRUBB ENGINEERING, INC                   | Joy Grubb            | SAN ANTONIO | joy@grubbengineering.com        | 210-658-7250 |              | Electrical Engineering consulting and acceptance & maintenance testing firm                                                                                                                                                       |
| GRV INTEGRATED ENGINEERING SOLUTIONS LLC | Maria G. Robles      | EL PASO     | Grvies@gmail.com                | 915-351-6701 | 915-243-6010 | Planning, engineering, and project management                                                                                                                                                                                     |
| GS ENGINEERS, LLC                        | Kendy E. Guillaume   | DALLAS      | kendy.guillaume@gmail.com       | 281-300-0646 |              | Provide professional engineering consulting/design services for commercial and educational facilities and/or development.                                                                                                         |
| GSO ARCHITECTS, INC.                     | Luis H. Gomez        | DALLAS      | lgomez@gsoarchitects.com        | 972-385-9651 | 972-385-3462 | Architectural services including design, construction documents, construction administration, planning and interiors.                                                                                                             |
| GSR ANDRADE ARCHITECTS, INC.             | Jan Krause Leckie    | DALLAS      | jkrause@gsr-andrade.com         | 214-824-7040 | 214-887-0559 | GSR Andrade Architects is a full-service architectural, planning and interior design firm.                                                                                                                                        |
| GUNDA CORPORATION, LLC                   | Ramesh Gunda         | HOUSTON     | rgunda@gundacorp.com            | 713-541-3530 | 713-541-0032 | engineering, planning and management in civil, traffic and transportation.                                                                                                                                                        |
| GUZMAN & MUNOZ ENGINEERING AND           | JOSE LUIS MUNOZ      | MERCEDES    | jmunoz@gmes.biz                 | 956-565-4637 | 956-565-4636 | CIVIL ENGINEERING AND SURVEYING CONSULTING SERVICES                                                                                                                                                                               |
| H T & J, LLC                             | Hui-Fong Chang       | HOUSTON     | info@ht-j.com                   | 832-767-0090 | 832-767-0141 | Professional Civil Engineering                                                                                                                                                                                                    |
| H2B, INC.                                | Henning, Tod         | HOUSTON     | tod.henning@h2bengineers.com    | 713-864-2900 | 713-583-1245 | CONSULTING ENGINEERING COMPANY THAT PROVIDES CIVIL, STRUCTURAL AND GEOPHYSICAL EXPERTISE TO THE PUBLIC AND PRIVATE SECTORS. H2B IS UNIQ                                                                                           |
| H4 ARCHITECTS AND ENGINEERS, LLC         | Sherie Hensley       | SPRING      | shensley@h4engineers.com        | 281-528-8584 | 281-528-8589 | Architectural design and construction administration                                                                                                                                                                              |
| HAMILTON CIVIL ENGINEERING               | Lawrence J. Hamilton | SAGINAW     | lawrence.hamilton@live.com      | 817-320-9679 | 817-243-0282 | Civil Engineering focuses on water/wastewater, drainage, paving, grading, storm drain design, and traffic control for municipal and commercial site developments.                                                                 |
| HARKINS ENGINEERING, INC.                | VICTORIA A HARKINS   | AUSTIN      | VHARKINS@HARKINSENGINEERING.COM | 512-784-8511 | 512-280-1462 | CIVIL AND ENVIRONMENTAL ENGINEERING SERVICES, PHASE I AND II ENVIRONMENTAL ASSESMENTS, REMEDIATION, ON-SITE WASTEWATER, WELLS, WATER QUALITY, CERTIFICATES OF CONVENIENCE AND NECESSITY, CCN, UTILITY SERVICES, RATES             |
| HARRISON KORNBERG ARCHITECTS, LLC.       | Kelsey Padgett       | HOUSTON     | kpadgett@harrisonkornberg.com   | 713-229-0688 | 713-229-0692 | Firm specializing in the design of educational, institutional, commercial and residential projects. Providing programming, master planning, architectural design (new buildings and renos), historic preservation, and interiors. |
| HARUTUNIAN ENGINEERING INC               | TAKOOHY HARUTUNIAN   | AUSTIN      | ANNE@HEIWORLD.COM               | 512-454-2788 | 512-454-6434 | ELECTRICAL, MECHANICAL, PLUMBING & AUTOMATION ENGINEERING SERVICES FOR PUBLIC BUILDINGS, WATER/WASTEWATER FACILITIES & POWER PLANTS                                                                                               |



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| HAYNES EAGLIN WATERS LLC               | Cloteal Haynes           | AUSTIN      | chaynes@hewaustin.com                 | 512-451-6600 | 512-879-1088 | Heavy Construction other than Building Contracts                                                                                                                                                                                       |
| HENDERSON ROGERS STRUCTURAL ENGINEERS, | K. ELAINE ROGERS         | HOUSTON     | EROGERS@ROGERSMOORELLC.COM            | 713-430-5800 | 713-430-5888 | STRUCTURAL AND CIVIL ENGINEERING FOR COMMERCIAL AND INSTITUTIONAL PROJECTS                                                                                                                                                             |
| HENRY K. NG CONSULTING ENGINEERS, INC. | Manuel Levario           | EL PASO     | mlevario@hknengineers.com             | 915-833-2100 | 915-833-3855 | Structural Engineering                                                                                                                                                                                                                 |
| HERCULES ENTERPRISES                   | Gil Aguirre Jr           | EL PASO     | gila30468@aol.com                     | 915-730-9465 | 915-400-5346 | Electrical Engineering and Consulting Services                                                                                                                                                                                         |
| HICKEY PENA ARCHITECTS, LLC            | Mario A. Pena            | LAREDO      | mario@hickeypena.com                  | 956-722-8186 |              | Architectural services.                                                                                                                                                                                                                |
|                                        |                          |             |                                       |              |              | Architecture & Interior Design   Art - higher education, commercial offices, laboratories, health care, data centers, hospitality (casinos, restaurants, hotels, villas and residential). Interested in teaming up with larger firm.   |
| HILDA RODRIGUEZ                        | Hilda M. Rodriguez       | DALLAS      | hrodriguez@hildamrodriguez.com        | 214-941-2299 | 214-941-2299 |                                                                                                                                                                                                                                        |
| HILL & SWART ARCHITECTS, INC.          | President/Sherry T. Hill | HOUSTON     | shill@hillandswart.com                | 713-520-0463 | 713-520-0463 | ARCHITECTURAL SERVICES                                                                                                                                                                                                                 |
|                                        | WILFRIDO RICARDO         |             |                                       |              |              |                                                                                                                                                                                                                                        |
| HINOJOSA ENGINEERING, INC.             | HINOJOSA                 | MISSION     | hinojosaenginc@aol.com                | 956-581-0143 | 956-581-2074 | STRUCTURAL & CIVIL ENGINEERING SERVICES                                                                                                                                                                                                |
|                                        |                          |             |                                       |              |              |                                                                                                                                                                                                                                        |
| HIRSCH ENGINEERING INCORPORATED        | MARINA HIRSCH            | HOUSTON     | marina@hirsch-engineering.com         | 713-784-3535 | 713-784-3533 | Mechanical, Electrical and Plumbing Consulting Engineers. MEP design for new buildings and renovations for Public Buildings, Colleges and Universities, Public Schools, Commercial and Industrial Facilities.                          |
| HOLDENGARCIA, LLC                      | Esequiel Garcia          | HARLINGEN   | egarcia@hgcivil.com                   | 956-423-1702 | 956-423-1488 | Professional Civil Engineering Services                                                                                                                                                                                                |
| HOLLOWAY CONSULTING ENGINEERS, LLC     | SHERI E. HOLLOWAY        | KATY        | SHERI@HOLLOWAYCONSULTINGENGINEERS.COM | 281-536-4868 |              | Aviation engineering design and construction management.                                                                                                                                                                               |
| HOLT ENGINEERING, INC.                 | LINDA HOLT               | AUSTIN      | L.HOLT@HOLTENG.COM                    | 512-447-8166 | 512-447-0852 | Geotechnical Engineering and Construction Materials Testing & Inspection Services                                                                                                                                                      |
| HOUSTON DESIGNS, INC.                  | Carrie Houston Walker    | DALLAS      | chouston@houstondesigns.net           | 214-886-5484 |              | Wayfinding, architectural signage & graphic design                                                                                                                                                                                     |
|                                        |                          |             |                                       |              |              |                                                                                                                                                                                                                                        |
| HOWLAND ENGINEERING AND                | Carole Alexander         | LAREDO      | calexander@howlandcompanies.com       | 956-722-4411 | 956-722-5414 | 541330 - Engineering Services; Civil Engineering Services, Environmental Engineering Services, Construction Engineering Services. Geophysical Surveying and Mapping Services. Drafting services, testing laboratories, SAFETY training |
| HPG DESIGN GROUP, LLC                  | Hilda Garcia             | SAN ANTONIO | hilda@hpgdesign.com                   | 210-332-3267 |              | interior design and architectural design planning                                                                                                                                                                                      |
| HUNT & HUNT ENGINEERING CORPORATION    | Larry Hunt               | HOUSTON     | lhunt@hhec corp.com                   | 713-780-9554 | 713-780-9424 | Complete In-House Engineering And Drafting; MEP, Utilities, Industrial Power, Underground Tank Systems                                                                                                                                 |
| I T GONZALEZ ENGINEERS                 | Israel Gonzalez          | AUSTIN      | itgonz@swbell.net                     | 512-447-7400 | 512-447-6389 | Architectural/Engineering and Surveying Services                                                                                                                                                                                       |

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| IBANEZ ARCHITECTURE LLC                | Gregory S. Ibanez AIA    | FORT WORTH     | gregory.ibanez@ibanezarchitecture.com | 817-306-4452 | 817-200-7243 | Architecture and Planning                                                                                                                                                                                                                                 |
| IBARRA CONSULTING ENGINEERS            | Raquel Ibarra            | DALLAS         | IBARRAengineers@aol.com               | 214-219-1030 | 214-219-1035 | Consulting Engineering.                                                                                                                                                                                                                                   |
| ICONIC CONSULTING GROUP, INC.          | Keith Britton            | FRISCO         | keith.britton@iconiccg.com            | 214-705-3765 | 214-705-3769 | Professional engineering, CADD and management services                                                                                                                                                                                                    |
| IDA ENGINEERING, INC.                  | JEFF JAFAZADE            | DALLAS         | jeffj@idaeng.com                      | 972-991-1927 | 972-991-0444 | MECHANICAL & ELECTRICAL ENGINEERING DESIGN                                                                                                                                                                                                                |
| IDEAL ENGINEERING SERVICES, INC.       | GADDY REDDY              | WESTLAKE       | predy73748@gmail.com                  | 915-227-9583 | 915-219-5960 | PROFESSIONAL CIVIL ENGINEERING CONSULTING, SUBSURFACE INVESTIGATION, GEO-TECHNICAL ENGINEERING, ENVIRONMENTAL ENGINEERING, ENVIRONMENTAL ASSESSMENT                                                                                                       |
| IEA INC.                               | Shakeel Ahmed            | DALLAS         | sahmed@ieaworld.com                   | 214-884-4253 | 214-884-4258 | Consulting engineering firm specializing in transportation and municipal services.                                                                                                                                                                        |
| IGET SERVICES, LLC                     | Satyanarayana Pilla      | HOUSTON        | info@iget-services.com                | 832-858-3982 | 281-286-0481 | Civil Engineering Designs, Consulting and Project Management                                                                                                                                                                                              |
| IMPERIAL ENGINEERING & CONSULTING, LLC | Rajan Rekhi              | KATY           | imperialengr@comcast.net              | 832-444-5765 |              | Engineering Consulting Services including engineering management and project management                                                                                                                                                                   |
| INFRASTRUCTURE ASSOCIATES, INC.        | Cynthia Foteh            | HOUSTON        | vh1@iahouston.com                     | 713-622-0120 | 713-622-0557 | CONSULTING, PLANNING AND CONSTRUCTION MANAGEMENT.                                                                                                                                                                                                         |
| INGENIUM, INC.                         | Harendra Mahendra        | HOUSTON        | anu.mahendra@ingeniuminc.com          | 713-339-9160 | 713-339-9166 | Engineering Services In Structural Design/Redesign, Schematic Design And Development                                                                                                                                                                      |
| INNOVATIVE CIVIL ENGINEERING           | Jamie M. Cantu           | HARLINGEN      |                                       | 956-428-2443 | 956-428-2443 | Civil engineering consulting & design services.                                                                                                                                                                                                           |
| INTEGRATION CONCEPTS, LLC              | Tomasita Louviere-Ligons | AUSTIN         | tligons@gmail.com                     | 512-251-4876 |              | Integrated civil engineering solutions and IT management consulting in transportation, public works and land development. Services include construction management, project/program management, civil design services and management consulting services. |
| INTELLIGENT ENGINEERING SERVICES, LLP  | Agustin Tellez           | SAN ANTONIO    | atellez@ie-services.com               | 210-349-9098 | 210-349-0146 | Comprehensive engineering firm offering structural engineering and civil engineering.                                                                                                                                                                     |
| INTERNATIONAL CONSULTING ENGINEERS     | JESUS J. JIMENEZ         | CORPUS CHRISTI | JJ@ICENGINEERS.NET                    | 361-385-0385 | 361-826-5806 | ENGINEERING AND DESIGN OF CIVIL, STRUCTURAL, MARINE, AIRFIELD PROJECTS AS WELL AS ENVIRONMENTAL ENGINEERING, SURVEYING AND PROJECT MANAGEMENT.                                                                                                            |
| INTERNATIONAL LEADING TECHNOLOGIES,    | David Casares            | HOUSTON        | aeservices@iltinc.org                 | 713-789-8400 | 713-789-5533 | Architectural, Engineering, Construction and Project Management Services.                                                                                                                                                                                 |
| IP SECURE, INC.                        | Jesse Rodriguez          | SAN ANTONIO    | jesse.rodriguez@ipsecureinc.com       | 210-877-1111 | 210-877-1143 | information technology, information assurance, computer programming                                                                                                                                                                                       |
| J. CAMILLE LA FOY & ASSOCIATES, LLC    | JEANNE LAFOY             | ALLEN          | clafoy@lafoyservices.com              | 214-502-4036 | 972-783-8626 | LANDSCAPE ARCHITECTURE Design & Consulting.                                                                                                                                                                                                               |

|                                          |                     |                |                              |              |              |                                                                                                                                                                                                          |
|------------------------------------------|---------------------|----------------|------------------------------|--------------|--------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| J. PERALES CIVIL ENGR. & PLANNING SVCS   | Juan Perales Jr.    | CORPUS CHRISTI | jpcivilengrandplan@gmail.com | 361-728-7188 |              | Civil engineering consultant services, including drainage, floodplain management, highways and streets, land development and planning, and water and wastewater treatment, distribution, and collection. |
| JACQUI DODSON AIA ARCHITECTURE &         | Jacqui Dodson       | AUSTIN         | jacqui@jdaistudio.com        | 512-699-9708 |              | Interior architecture and design, space planning, furniture selection and specification                                                                                                                  |
| JAKAN ENGINEERING, PLLC                  | Son Ngo             | ARLINGTON      | sngo@jakanengineering.com    | 682-561-9449 |              | Providing Civil and Structural Engineering Design Services.                                                                                                                                              |
| JAKECO CONSTRUCTION, INC.                | Nicole              | LA VERNIA      | jacoinc@aol.com              | 210-745-1302 | 210-745-1357 | Industrial/commercial Contracting, general contracting Electrical contracting                                                                                                                            |
| JAMES T. RODRIGUEZ CONSULTING ENGINEERS, | JAMES RODRIGUEZ     | SAN ANTONIO    | jrodriguez@stic.net          | 210-496-0960 | 210-496-0430 | MECHANICAL, ELECTRICAL, PLUMBING ENGINEERING                                                                                                                                                             |
| JANKEDESIGN INC                          | Kamela Janke        | AUSTIN         | KJANKE@JANKEDESIGN.COM       | 512-329-8343 | 512-329-6195 | Other Services, including Legal Services,                                                                                                                                                                |
| JAYMARK ENGINEERING CORPORATION          | Mark D. Taylor.     | SPRING         | rmdt@jaymarkengineering.com  | 281-374-0399 | 281-374-0391 | Civil/Structural Engineering and Construction Management services, commodities wholesaler/reseller.                                                                                                      |
| JDC LANDSCAPE ARCHITECTURE               | JAIME DEL CARPIO    | MCALLEN        | JEDLCARPIO1228@GMAIL.COM     | 956-739-7282 |              | Provide landscape architectural services.                                                                                                                                                                |
| JEA/HYDRO TECH ENGINEERING, INC.         | Edward J. Gutierrez | FORT WORTH     | jea-hydro@jea-hydro.com      | 817-451-9000 | 817-451-9003 | FULL SERVICE ENGINEERING, SURVEYING, HYDROLOGY/HYDRAULICS, LAND PLANNING, GAS WELL PERMITTING & SITE PLANNING                                                                                            |
| JONES ENGINEERS, L. P.                   | N CURT JONES        | HOUSTON        | vroberts@jonesengineers.com  | 713-222-7766 | 281-500-8160 | Jones Engineers L.P. is a Texas Limited Partnership specializing in Mechanical and Electrical Engineering Design and Commissioning                                                                       |
| JONES/DBR ENGINEERING COMPANY            | Valerie Roberts     | HOUSTON        | rcurry@jonesdbr.com          | 713-914-4332 | 713-914-9260 | Mechanical electrical and plumbing engineering consultants, fire protection, data, design and commissioning.                                                                                             |
| JOSE I. GUERRA, INC.                     | Rick Guerra         | AUSTIN         | rguerra@guerra.com           | 512-445-2090 | 512-445-2099 | Full service consulting engineering firm offering a comprehensive range of Civil, Structural, Mechanical, Electrical, and Plumbing Engineering services.                                                 |
| JOSHUA ENGINEERING GROUP, INC.           | Jesse Gonzalez      | SAN ANTONIO    | jegnet@joshuaengr.com        | 210-340-2322 | 210-340-1268 | Professional Mechanical and Electrical Consulting Engineering Services/Project Management Services                                                                                                       |
| JQ INFRASTRUCTURE                        | CHARLES R. MEHTA    | DALLAS         | rmehta@jqeng.com             | 972-392-7340 | 214-550-2536 | ENGINEERING DESIGN AND CONSULTANT                                                                                                                                                                        |
| JQ+TSEN, LLC                             | Stephanie Tsen      | AUSTIN         | stsen@jqtsen.com             | 512-474-4001 |              | Structural Engineering Services                                                                                                                                                                          |
| JR2 ARCHITECTS INC.                      | Robert McClain      | DALLAS         | jmcclain@jr2architects.com   | 214-394-7713 |              | Architecture Firm offering Architecture, Interior Design, and Master Planning services. New Buildings and Renovations.                                                                                   |
| JRB ENGINEERING, LLC                     | Eric Garcia         | DALLAS         | egarcia@jrbengineering.com   | 214-678-0022 | 214-630-9827 | Construction Materials Testing and Inspection; Geotechnical Engineering; Environmental Consulting                                                                                                        |

|                                    |                     |                |                                     |              |              |                                                                                                                                          |
|------------------------------------|---------------------|----------------|-------------------------------------|--------------|--------------|------------------------------------------------------------------------------------------------------------------------------------------|
| JRD ENGINEERING, PLLC              | JAVOID R. DHUKA     | SUGAR LAND     | JDHUKA@JRDENG.COM                   | 713-367-3132 | 281-712-1886 | MECHANICAL, ELECTRICAL, PLUMBING ENGINEERING AND CONSULTANT SERVICES FOR NEW & EXISTING CONSTRUCTION                                     |
| JRSG & COMPANY, L.L.C.             | Johnny R. Gant      | HOUSTON        | johnny@jrsgandcompany.com           | 713-542-9363 | 888-846-5760 | Civil Engineering Services and Construction Management                                                                                   |
| JUAN HOMERO SANCHEZ ARCHITECT, INC | Juan Homero Sanchez | LAREDO         | juanhomero@ahs-architects.com       | 956-723-1360 | 956-723-2939 | ARCHITECTURAL DESIGN SERVICES                                                                                                            |
| K FRIESE & ASSOC INC               | Karen A. Friese     | AUSTIN         | kfriese@kfriese.com                 | 512-338-1704 | 512-338-1784 | Architectural/Engineering and Surveying Services                                                                                         |
| K2 CONSULTING, INC.                | KELLY K. WILLIAMSON | HOUSTON        | kelly@k2consultinginc.com           | 512-981-9047 |              | INTERIOR ARCHITECTURAL PROJECT MANAGEMENT SERVICES                                                                                       |
| KAH ARCHITECTURE AND INTERIOR      | Becky Hickman       | ROUND ROCK     | becky@kaharchitects.com             | 512-255-9690 | 512-388-1843 | Professional architectural and interior design services                                                                                  |
| KAREN MCGRAW, ARCHITECT            | Karen McGraw        | AUSTIN         | mcgrawka@earthlink.net              | 512-917-1761 | 512-452-4139 | Architecture, historic perservation, community planning & zoning, conservation districts, design guidelines, training in project review. |
| KH CONSULTING & DESIGN, INC.       | HARSHAD PATEL       | STAFFORD       | harshad.patel@khcd.com              | 832-419-0411 |              | ENGINEERING AND CONSTRUCTION OF SMALL PROJECTS IN CHEMICAL PETROCHEMICAL AND GENERAL INDUSTRIAL AIR EMISSION PROBLEMS                    |
| KMT ARCHITECTS LLC                 | Ken M. Tse          | DALLAS         | kmt@kmtarchitects.com               | 972-992-3950 | 972-992-3951 | collaborative design firm providing Architectural, Interior, Planning, Sustainable Design and LEED Services.                             |
| KONTAR KONSULTANTS LLC             | R Quinn Meads       | HOUSTON        | Kontar1992@gmail.com                | 713-828-3848 |              | Engineering Services, Blue Print Drafting, Building Inspections, and Insurance Claims Adjusting Services                                 |
| KRR CONSTRUCTION, LTD.             | JOSEPH KEMP         | DUNCANVILLE    | kemp@krrcompanies.com               | 972-224-1096 | 972-224-6098 | DEVELOPER OF MULTIFAMILY HOUSING.                                                                                                        |
| KUO & ASSOCIATES INC               | Shaheen Chowdhury   | HOUSTON        | shaheen.chowdhury@kuoassociates.com | 713-975-8769 | 713-975-0920 | CIVIL,STRUCTURAL,TRAFFIC ENGINEERING,LAND SURVEYING                                                                                      |
| KURKJIAN ENGINEERING CORPORATION   | GARABED HARUTUNIAN  | AUSTIN         | KEC@AUSTINTX.COM                    | 512-371-3535 | 512-371-7333 | CIVIL, ENVIRONMENTAL, STRUCTURAL ENGINEERING DESIGN & SPECIFICATION                                                                      |
| KYSU GROUP PLLC                    | Chinh Phan          | ARLINGTON      | cphan@kysugroup.com                 | 972-567-2877 |              | Provide professional service that includes Civil and Structural Engineering. Designs of roadways and bridges. Engineering Services.      |
| L & G CONSULTING ENGINEERS, INC.   | JACINTO GARZA P.E.  | MERCEDES       | mmarin@lgengineers.com              | 956-565-9813 | 956-565-9018 | DEVELOP PLANS, SPECIFICATIONS, ESTIMATES FOR ENGINEERING PROJECTS                                                                        |
| L & L ENGINEERS AND PLANNERS, INC. | Leanna Sheppard     | JASPER         | llengrsandplanners@sbcglobal.net    | 409-383-0000 | 409-383-0024 | CIVIL ENGINEERING, LAND SURVEYING, ENVIRONMENTAL SERVICES, AND TRANSPORTATION PLANNING SERVICES                                          |
| LAMARR WOMACK & ASSOCIATES, LP     | Albert Soto         | CORPUS CHRISTI | alsoto@lwarchitects.com             | 361-884-7442 | 361-883-1612 | Architectural / Engineering Services                                                                                                     |

|                                          |                                  |                |                                    |              |              |                                                                                                                                                                            |
|------------------------------------------|----------------------------------|----------------|------------------------------------|--------------|--------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| LAMB-STAR ENGINEERING, L.P.              | John M. Lamb, P.E.               | PLANO          | John.Lamb@lamb-star.com            | 214-440-3600 | 214-440-3601 | Design & engineering, Steel Inspection, Construction management, Land Surveying, Laser Scanning, Subsurface Utility Engineering, and Project Delivery                      |
| LANDTECH, INC.                           | Paul P. Kwan                     | HOUSTON        | pkwan@landtech-inc.com             | 713-861-7068 | 713-861-4131 | civil engineering and land surveying firm serving the public and private sectors.                                                                                          |
| LAY-SU, & ASSOCIATES, INC.               | Roberto Lay-Su                   | HOUSTON        | mariac@laysu.com                   | 281-498-4100 | 281-498-2450 | ARCHITECTS AND CONSULTING ENGINEERS                                                                                                                                        |
| LAYTON ARCHITECTURE & DESIGN             | EMILY LAYTON                     | AUSTIN         | emily@laytonand.com                | 512-773-7198 |              | ARCHITECTURE, INTERIOR DESIGN, DESIGN DEVELOPMENT, SPACE PLANNING, CONSTRUCTION DOCUMENTS                                                                                  |
| LEAP STRUCTURES                          | Tak S. Chu                       | AUSTIN         | tchu@leapstructures.com            | 512-298-3999 |              | Structural Engineering Consulting Services                                                                                                                                 |
| LEE TRUONG & YU ENGINEERS, PLLC          | Li-wei yu                        | HOUSTON        | liweiyu@lty-engineers.com          | 281-945-8888 | 281-945-8889 | Professional mechanical, electrical and plumbing engineering services to support the construction industry.                                                                |
| LEETEX CONSTRUCTION, LLC                 | Richard L. Karlos                | DALLAS         | rkarlos@leetexllc.com              | 214-360-4700 |              | Construction Management, Program Management, General Contractor/Inspections, roofing, electrical                                                                           |
| LEFEVRE ENGINEERING & MANAGEMENT         | Wesley Richard LeFevre           | MCALLEN        | richard@lefevregroup.net           | 956-687-5362 | 956-687-5363 | engineering, project management, construction phase engineering, inspections, and general management                                                                       |
| LEGACEE INTERNATIONAL ENVIRONMENTAL SERV | MICHAEL R. WILLIAMS              | HOUSTON        | mwilliams@legaceeenvironmental.com | 713-218-8647 | 713-218-8649 | Hazardous/industrial waste disposal, regulatory compliance, site remediation, emergency response, household hazardous waste collection, site assessments, safety training. |
| LEONARD TECHNICAL SERVICES, INC.         | WILLIE LEONARD                   | FORT WORTH     | wleonard@ltsdesign.com             | 817-332-7913 | 817-332-9275 | LANDSCAPE ARCHITECTURE/IRRIGATION CONSULTANT SERVICES & GREEN DESIGN SERVICES - LEED ACCREDITED                                                                            |
| LEWIS CARNEGIE                           | Wendy L. Carnegie                | AUSTIN         | wendy@lewiscarnegie.com            | 512-708-1128 |              | Graphic Design: Identity, Print and Collateral, Environmental Graphic Design (Architectural Graphics, Way Finding, Signage), Packaging and Web Design                      |
| LH2 ARCHITECTURE, LLC                    | Managing Owner/Lettie H. Harrell | BELLAIRE       | lettieh@lh2architecture.com        | 713-664-2938 | 713-660-7692 | Architectural Design Services.                                                                                                                                             |
| LICON ENGINEERING COMPANY, INC.          | MARGARITA LICON                  | EL PASO        | MLICON@LEC-GROUP.COM               | 915-781-1532 | 915-781-1190 | engineering & construction services as well as surveying, asbestos, geotechnical & environmental engineering, construction quality control and testing.                    |
| LIEVARCH                                 | Carlos Lievanos                  | EL PASO        | carlos@lievarch.com                | 915-219-3166 |              | ARCHITECTURAL SERVICES                                                                                                                                                     |
| LIMBACHER & GODFREY, INC.                | LAURIE LIMBACHER                 | AUSTIN         | info@limbacher-godfrey.com         | 512-450-1518 | 512-320-1916 | Architectural services: architecture, historic preservation and planning.                                                                                                  |
| LINA T. RAMEY AND ASSOCIATES, INC.       | LINA RAMEY                       | FARMERS BRANCH | lramey@lraengineers.com            | 214-979-1144 | 214-979-2480 | CIVIL ENGINEERING SERVICES, SPECIALIZING IN TRANSPORTATION DESIGN                                                                                                          |
| LINDERBAUM ARCHITECTURE                  | Jennifer K. Linderbaum           | WEATHERFORD    | info@lind-arch.com                 | 817-448-8214 | 800-409-5604 | Architectural Services.                                                                                                                                                    |

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|-------------------------------------|--------------------------|-------------|------------------------------------------|--------------|--------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| LISA L. SIEVERS LLC                 | OWNER/LISA L. SIEVERS    | DALLAS      | LSIEVERSS@FLASH.NET                      | 214-328-2500 | 214-328-2581 | INTERIOR DESIGN & SPACE PLANNING SERVICES;<br>TURNKEY PROJECT MANAGEMENT, LEED SERVICES<br>MOVE COORDINATOR                                                                                                                                                           |
| LK DESIGN GROUP INC.                | Lynn Kuckelman           | SAN ANTONIO | lynn.p@lkdesigngroup.com                 | 210-824-8825 | 210-824-4150 | Architectural & Interior Design Services                                                                                                                                                                                                                              |
| LKB ARCHITECTURE, PLLC              | LISA BOBULINSKI          | HOUSTON     | lisa@lkbarchitecture.com                 | 713-425-3076 |              | architectural design, facility planning, interiors,<br>drafting, remodels, project mgmt, urban infill, multi-<br>family, affordable housing, justice and govt.<br>facilities, financial institutions, sustainable design,<br>LEED AP, aging in place/universal design |
| LLEWELYN-DAVIES SAHNI INC           | Randhir Sahni            | HOUSTON     | RELSNER@theldnet.com                     | 713-850-1500 | 713-850-1023 | ARCHITECTURE, PLANNING, URBAN DESIGN,<br>HEALTH FACILITY CONSULTANTS, FINANCIAL<br>PLANNING                                                                                                                                                                           |
| LLOYD, SMITH AND ASSOCIATES, LLC    | Edwin Lloyd              | HOUSTON     | elloyd@lsa-engineers.com                 | 281-660-8737 |              | Construction Management, Program Management,<br>Engineering, Project Management, Inspection,<br>Client Representative, Staffing, SWPPP, Developer<br>Services,                                                                                                        |
| LOEB ARCHITECTS, LLC                | ZELMA M. LOEB            | DALLAS      | INFO@LOEBARCHITECTS.COM                  | 972-308-9977 | 972-308-9976 | PROFESSIONAL ARCHITECTURAL DESIGN &<br>PLANNING                                                                                                                                                                                                                       |
| LOPEZ SALAS ARCHITECTS, INC.        | Robert Lopez             | SAN ANTONIO | white@lopezsalas.com                     | 210-734-4448 | 210-734-4909 | Architectural Design, Master Planning, Interior<br>Architectural Design, Revit BIM Modeling, Cost<br>Estimating, Construction Administration                                                                                                                          |
| LORDEN ENGINEERING                  | Diane Lorden             | BRYAN       | drlorden@yahoo.com                       | 979-574-3534 | 979-413-1766 | Engineering consultant - Area of Focus Include Land<br>Development, Water and Wastewater Design and<br>Permitting                                                                                                                                                     |
| LORRAINE M. DAILEY, ARCHITECT, PLLC | LORRAINE M. DAILEY       | SAN ANTONIO | office@lmdarch.com                       | 830-980-7006 | 830-438-7455 | Provide Architectural and Interior Design Services                                                                                                                                                                                                                    |
| LUBBOCK LABS, INC.                  | AMY DELAVAN              | LUBBOCK     | lli@lubbocklabs.com                      | 806-747-3393 | 806-744-0968 | Testing Laboratory - testing for the construction<br>industry (concrete, asphalt, soils, aggregates, steel,<br>etc.)-Construction Materials testing                                                                                                                   |
| LUNCE HU ARCHITECTS                 | LUNCE HU                 | BELLAIRE    | lunce@lharchitects.com                   | 713-664-2353 | 713-664-2355 | ARCHITECTURE PLANNING & INTERIOR DESIGN                                                                                                                                                                                                                               |
| LUNDY & FRANKE ENGINEERING INC      | PRESIDENT/LORILEE FRANKE | SAN ANTONIO | lori@lundy.cc                            | 210-979-7900 | 210-979-7800 | CONSULTING STRUCTURAL ENGINEER                                                                                                                                                                                                                                        |
| LWANDA & COMPANY LLC                | JOE NYANJOM              | FRISCO      | info@lwanda-co.com                       | 469-287-5488 | 469-287-5489 | MECHANICAL, ELECTRICAL & PLUMBING<br>ENGINEERING CONSULTING SERVICES.                                                                                                                                                                                                 |
| LYLE & PEROSSA ENGINEERING INC      | Perossa,Diana            | HOUSTON     | diana.perossa@lyleperossaengineering.com | 713-859-3392 | 281-256-8742 | Gas Engineering Public Works Engineering Site<br>Development                                                                                                                                                                                                          |
| M ENGINEERING & CONSTRUCTION LLC    | Jose Monarrez            | HOUSTON     | jm@themcorp.com                          | 832-669-0103 | 713-267-2267 | Structural Engineering Profesional Services                                                                                                                                                                                                                           |

|                                          |                        |             |                                            |              |              |                                                                                                                                                                                          |
|------------------------------------------|------------------------|-------------|--------------------------------------------|--------------|--------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| M. EVANS CONSULTING                      | Michelle Evans         | BIG SPRING  | mevans@mevansconsulting.com                | 512-771-3456 |              | Engineering services related to hydrologic and hydraulic analysis, including FEMA floodplain submittals, drainage design and dam safety analysis.                                        |
| M. VASSIGH & ASSOCIATES, INC.            | MANDY VASSIGH          | DALLAS      | MV@MVASSIGH.COM                            | 972-804-9767 |              | Professional Civil Engineering services.                                                                                                                                                 |
| MADLINE ANZ SLAY ARCHITECTURE,           | MADLINE ANZ SLAY, AIA  | SAN ANTONIO | madeline@masarchitecture.com               | 210-736-3009 | 210-734-6401 | Architectural design & Project Management                                                                                                                                                |
| MAESTAS & ASSOCIATES, INC.               | ERNEST MAESTAS         | SAN ANTONIO | emaestas@maesce.com                        | 210-366-1988 | 210-366-1980 | CIVIL ENGINEERING                                                                                                                                                                        |
| MALDONADO-BURKETT INTELLIGENT TRANSPORTA | Ramon Maldonado        | AUSTIN      | ramon@mbitsgroup.com                       | 512-916-1386 |              | Architectural/Engineering and Surveying,                                                                                                                                                 |
| MARSHALL ENGINEERING CORPORATION         | Rayford Marshall, P.E. | HUMBLE      | mecedu@aol.com                             | 281-852-4131 | 281-852-4631 | CONTRACT AND PROJECT MANAGEMENT, MECHANICAL, ELECTRICAL, PLUMBING, ENGINEERING AND CONSULTING FIRM PROVIDING SERVICES TO THE INSTITUTIONAL, COMMERCIAL                                   |
| MARTINEZ ENGINEERING, LLC                | Ruben Martinez         | AUSTIN      | ruben@martinezengineeringllc.com           | 512-322-3970 |              | Structural engineering services for commercial and industrial projects                                                                                                                   |
| MARY K. CRITES, AIA - ARCHITECT          | Mary Crites            | LUBBOCK     | m.crites@att.net                           | 806-790-7114 |              | Architectural services, building design, feasibility studies, assessment studies, building surveys, historic preservation studies and projects                                           |
| MB FIVE CONSULTING, LLC                  | Andre Ketter           | MCKINNEY    | aketter@mb5consulting.com                  | 972-895-2414 | 972-895-2415 | MB5 Consulting LLC's provides engineering consulting for businesses and industrial manufacturers.                                                                                        |
| MCINNISH ENGINEERING, PLLC               | Bonnie B. McInnish     | AUSTIN      | bonnie@mcinnish.com                        | 830-990-6677 | 830-997-9913 | MECHANICAL AND ELECTRICAL PROFESSIONAL ENGINEERING SERVICES                                                                                                                              |
| MCKINNEY YORK ARCHITECTS                 | HEATHER H. MCKINNEY    | AUSTIN      | mckinney@mckinneyyork.com                  | 512-476-0201 | 512-476-0216 | Professional Architectural services.                                                                                                                                                     |
| MEGAMORPHOSIS, INC.                      | Margaret F. Jorn       | HARLINGEN   | mega@megamorphosisdesign.net               | 956-428-1779 | 956-425-5886 | Architectural and Interior Design Services                                                                                                                                               |
| MEJIA ENGINEERING COMPANY                | CARLOS MEJIA           | LAREDO      | cvm@mejiaengineering.com                   | 956-725-5057 | 956-725-7070 | CIVIL ENGINEERING                                                                                                                                                                        |
| MENDEZ ENGINEERING, PLLC                 | Ray Mendez             | SAN ANTONIO | RMendez@MendezEngineering.com              | 830-438-0337 |              | civil engineering firm which provides construction documents and specifications for Commercial and Public Development, which includes retail, industrial, residential, and multi-family. |
| MEP ASSOCIATES DESIGN GROUP INC.         | Karyn Floyd            | TYLER       | karen@mepgroup.net                         | 903-597-3444 | 903-597-3430 | Consulting Engineering.                                                                                                                                                                  |
| MEP SOLUTIONS ENGINEERING, PLLC          | Abram L. Dominguez     | MCALLEN     | adominguez@mepsolutionsengineerin<br>g.com | 956-664-2727 | 956-664-2726 | Mechanical, electrical, plumbing, engineering                                                                                                                                            |
| MEPTech ENGINEERING, INC.                | Laurence Lasena        | BEAUMONT    | lllaserna@gt.rr.com                        | 409-673-2013 | 409-895-0564 | Mechanical, Electrical, Plumbing, Technology and Security Engineering Services.                                                                                                          |
| METAFORM ARCHITECTS, INC                 | David Jalomo Jr.       | SAN ANTONIO | david@metaforminc.com                      | 210-223-8080 | 210-223-8083 | full service architectural services                                                                                                                                                      |
| MEZA ENGINEERING, INC                    | VICTOR H MEZA          | DALLAS      | VMEZA@MEZAENGINEERING.COM                  | 214-428-7744 | 214-428-7770 | MECHANICAL (HVAC), PLUMBING & ELECTRICAL ENGINEERING                                                                                                                                     |

|                                        |                       |                 |                                 |              |              |                                                                                                                                                                                                        |
|----------------------------------------|-----------------------|-----------------|---------------------------------|--------------|--------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| MICHELLE A. SUTHERLAND LLC             | Michelle Sutherland   | AUSTIN          | michelleasutherland@gmail.com   | 949-702-3622 |              | Groundwater resources engineering services, including groundwater availability studies, groundwater flow modeling, 3D geologic modeling, and geographic information system services                    |
| MIDTOWN ENGINEERS, LLC                 | Kay H. McDaniel       | HOUSTON         | khmcdaniel@midtownengineers.com | 713-862-8848 | 713-862-8840 | ENGINEERING SERVICES, PROFESSIONAL                                                                                                                                                                     |
| MIJARES MORA ARCHITECTS INCORPORATED   | HUMBERTO MIJARES, JR. | EL PASO         | BMIJARES@MIJARES Mora.COM       | 915-542-1591 | 915-542-1594 | ARCHITECTURAL SERVICES                                                                                                                                                                                 |
| MILCON LAND, LLC                       | Vincent Ortega, J.D.  | AUSTIN          | vince@milconland.com            | 512-789-0595 |              | Full Service Land Leasing and Title consultation firm. We research legal real property title, and perform all leasing, abstracting, due diligence examination and title clearing functions.            |
| MILLENNIUM ENGINEERS GROUP, INC.       | Raul Palma            | EDINBURG        | rpalma@megengineers.com         | 956-702-8500 | 956-702-4180 | Civil and Geotechnical Engineering, Consultants/CMT                                                                                                                                                    |
| MILNET ARCHITECTURAL SERVICES, PLLC    | Rodolfo R Molina      | MCALLEN         | milnet@swbell.net               | 956-688-5656 | 956-687-9289 | full service architectural firm.                                                                                                                                                                       |
| MIR CONSULTING ENGINEERS, LLC          | Mir Hadi Ali          | PLANO           | mir-hadi-ali@hotmail.com        | 972-533-3500 |              | Structural Engineering, civil Engineering, Transportation Engineering, Construction Management, Structural Inspection, Forensic Investigation, Construction Engineering                                |
| MITCHELL & MORGAN, LLP                 | VERONICA MORGAN       | COLLEGE STATION | v@mittchellandmorgan.com        | 979-260-6963 | 979-260-3564 | GENERAL CIVIL ENGINEERING, HYDRAULICS, HYDROLOGY, UTILITY PLANNING AND DESIGN, STREET DESIGN SITE PLANNING AND DESIGN                                                                                  |
| MJ THOMAS ENGINEERING                  | Michael Thomas        | FORT WORTH      | jthomas@mjthomaseng.com         | 817-732-9839 | 817-732-9841 | Civil Engineering                                                                                                                                                                                      |
| MM STRUCTURAL ENGINEERS, INC.          | MOISES MACIAS         | EL PASO         | MACIAS@MM-ENGRS.COM             | 915-317-5751 | 915-603-5025 | CONSULTING STRUCTURAL ENGINEERING FOR EDUCATIONAL, INSTITUTIONAL, INDUSTRIAL, RETAIL, MILITARY AND OTHER APPLICATIONS. WE ALSO OFFER FORENSIC ENGINEERING SERVICES.                                    |
| MNK ARCHITECTS, INC.                   | Jennifer Matthews     | EL PASO         | jmathews@mnkarchitects.com      | 915-587-8023 | 915-587-0985 | Full Architectural Services                                                                                                                                                                            |
| MNKHAN ARCHITECTS PLLC                 | Mahbuba Nahid Khan    | COPPELL         | mnkhan@mnkhan.com               | 972-740-0783 |              | ARCHITECTURE AND PLANNING INTERIOR DESIGN SUSTAINABILITY CITY of DALLAS GREEN BUILDING CODE REVIEWER                                                                                                   |
| MNKHAN ARCHITECTS PLLC                 | Mahbuba Nahid Khan    | COPPELL         | mnkhan@mnkhan.com               | 972-740-0783 |              | MnKhan Architects PLLC is a Dallas Fort Worth based full service architectural firm. Our services ARCHITECTURE AND PLANNING INTERIOR DESIGN SUSTAINABILITY CITY of DALLAS GREEN BUILDING CODE REVIEWER |
| MONGHATE ENGINEERING CONSULTANTS, INC. | Pedro U. Garcia       | HOUSTON         | pgarcia@monghate.com            | 713-870-1522 |              | Service provided: Structural Engineering Consulting                                                                                                                                                    |



|                                     |                            |              |                               |              |              |                                                                                                                                                                                                                                                |
|-------------------------------------|----------------------------|--------------|-------------------------------|--------------|--------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| MONTALBANO ENGINEERING CONSULTING   | Veda Montalbano, P.E.      | HOUSTON      | vmontalbano@meca-tx.com       | 713-444-8999 |              | Consulting Engineering design services for transportation projects including: planning, design, schematics, preliminary engineering reports, PS&E, program management, public involvement and construction phase services.                     |
| MORALES ENGINEERING ASSOCIATES, LLC | Enrique Morales            | HOUSTON      | emoraes@moraleseng.com        | 281-497-6272 |              | Consulting civil engineering services                                                                                                                                                                                                          |
| MORENO CARDENAS, INC.               | Roberto Moreno             | EL PASO      | rmoreno@morenocardenas.com    | 915-532-2091 | 915-542-0307 | Full-service planning, engineering and construction management services specializing in traffic and transportation; water and wastewater; reclaimed water; flood control; flood plain management; public works; and site and land development. |
| MOY TARIN RAMIREZ ENGINEERS, LLC    | Raymond Tarin Jr           | SAN ANTONIO  | rtarin@mtrengineers.com       | 210-698-5051 | 210-698-5085 | Provides professional civil engineering design, consulting services and land surveying services for educational, municipal/public works, governmental, commercial/retail, mutli-family and residential developments.                           |
| MS ENGINEERING LLC                  | Miyong H. Squire           | CASTLE HILLS | msquire@msengineeringus.com   | 210-885-9270 | 210-320-4191 | Engineering/project and program management/consulting/technical...                                                                                                                                                                             |
| MSRCE-MATERIALS SCIENCE RESEARCH    | JAMES H. HOWARD            | EL PASO      | JHOWARD5420@YAHOO.COM         | 915-581-9888 |              | An engineering consultancy firm specializing in application of metals,plastic,ceramic,cpomposite and electronic materials for engineering applications.                                                                                        |
| MTG STRATEGIC PARTNERS, LLC         | Kayla R. Wood, P.E.        | TEXARKANA    | kwood7205@gmail.com           | 903-791-8561 |              | Consulting Civil and Environmental Engineering, GIS and Surveying services associated with industrial, commercial, municipal, and residential developments and projects.                                                                       |
| MULTATECH ENGINEERING, INC.         | Alfred Saenz               | FORT WORTH   | asaenz@multatech.com          | 817-877-5571 | 817-877-4245 | MEP, CIVIL AND STRUCTURAL ENGINEERING SERVICES; ARCHITECTURAL SERVICES                                                                                                                                                                         |
| MUNDAY ARCHITECTS, LC               | Hardeepak(Harry) S. Munday | SUGAR LAND   | hmunday@mundayarchitects.com  | 281-980-0234 | 281-980-0235 | Architect - Full service Architecture, Planning & Design Firm                                                                                                                                                                                  |
| MUNDO AND ASSOCIATES, INC.          | Pamela Mundo               | ROCKWALL     | pmundo@mundoandassociates.com | 214-773-0966 | 972-771-6596 | Civil Engineer, Economic Development Consulting, City Planning Consulting, Parks & Recreation Planning and Design, Site Selection, Incentive Negotiati                                                                                         |
| MV ENGINEERING, INC.                | Syed Aftab                 | DALLAS       | saftab@mv-engineering.com     | 972-733-3618 | 972-468-6986 | Consulting Civil Engineering - Roadway Design, Structures, Bridges, Hydraulics, Hydrology, Traffic Control, Pavement Marking                                                                                                                   |

|                                          |                      |                |                                          |              |              |                                                                                                                                                                                                                 |
|------------------------------------------|----------------------|----------------|------------------------------------------|--------------|--------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| MWM DESIGN GROUP, INC.                   | Debbie Warner        | AUSTIN         | debbiew@mwmdesigngroup.com               | 512-453-0767 | 512-453-1734 | civil engineering, architecture, landscape architecture, and permitting to public and private sector clients specializing in site development, utility infrastructure, transportation, and building facilities. |
| NATEX CORPORATION                        | CAROLINA WEITZMAN    | HOUSTON        | carolina@natexarchitects.com             | 713-975-9525 | 713-780-7824 | Architectural Services                                                                                                                                                                                          |
| NATHAN D. MAIER CONSULTING               | JEAN MAIER DEAN      | DALLAS         | jmaierdean@ndmce.com                     | 214-739-4741 | 214-739-5961 | PROFESSIONAL CIVIL ENGINEERING & SURVEYING SERVICES                                                                                                                                                             |
| NATHELYNE A. KENNEDY & ASSOCIATES, L.P.  | Nathelyne A. Kennedy | HOUSTON        | nkennedy@nakennedy.com                   | 713-988-0145 | 713-988-4624 | Construction Management & Engineering Services                                                                                                                                                                  |
| NCA ARCHITECTURE, INC.                   | Nicholas Cade        | DALLAS         | awilson@ncapartners.com                  | 214-361-9901 | 214-361-9906 | ARCHITECTURE                                                                                                                                                                                                    |
| NCBD ARCHITECTS, LLC                     | Joseph Peter Nilles  | DALLAS         | jnilles@NCBDarchitects.com               | 832-291-9933 |              | The firm provides full architectural services and facility master planning                                                                                                                                      |
| NCD STUDIO, LLC                          | Oscar Grisales       | SUGAR LAND     | o.grisales@ncdstudio.com                 | 832-878-8714 |              | Architectural design and drafting services                                                                                                                                                                      |
| ND ENGINEERING, PC                       | NAOMI RUTH DAVIS     | DALLAS         | RUTH@NDENGP.COM                          | 972-239-8995 |              | Professional Services including but not limited to transportation planning, traffic engineering, traffic studies, NEPA studies                                                                                  |
| NEDU ENGINEERING SERVICES                | Nkemdi Ohalet        | HOUSTON        | nkemdi@neduengineers.com                 | 713-268-1666 | 713-268-1667 | Engineering Services & Construction Management                                                                                                                                                                  |
| NEGRETE & KOLAK ARCHITECTS L.L.P         | David Negrete        | AUSTIN         | dnegrete@nekoarch.com                    | 512-474-6526 |              | Professional Architectural Services                                                                                                                                                                             |
| NELLOR ENVIRONMENTAL ASSOCIATES, INC     | Margaret Nellor      | AUSTIN         | margie@nellorenvironmental.com           | 512-374-9330 |              | Architectural/Engineering and Surveying Services                                                                                                                                                                |
| NEXTGEN ARCHITECTS, LLC                  | Joel Eric Hernandez  | SAN ANTONIO    | JHernandez@NextgenArchitects.com         | 210-375-3131 |              | full service architectural firm serving central and south Texas.                                                                                                                                                |
| NMA ARCHITECTS PLANNERS LEED             | Naresh S. Mathur     | CARROLLTON     | nmathur@nmaarchitecture.com              | 214-662-7206 |              | Architectural services with emphasis on planning and design of healthcare and educational facilities.                                                                                                           |
| NORTH AMERICAN CONTROLS CORPORATION      | Daniel Saucedo       | HOUSTON        | dsaucedo@naccinc.com                     | 281-481-3073 | 281-481-3074 | ELECTRICAL Engineering On Computer Systems/Fiber Optics and Communication SPECIALIZING IN ITS (INTELLIGENT TRANSPORTATION SYSTEMS)                                                                              |
| NORTH TEXAS HORIZONS LLC                 | Derek Wright         | IRVING         | dwright@5pe.com                          | 972-490-5151 | 972-503-4344 | Education                                                                                                                                                                                                       |
| NRG ENGINEERING                          | JOHN A RODRIGUEZ     | CORPUS CHRISTI | JROD@NRGCC.COM                           | 361-852-2727 | 361-852-2922 | PROFESSIONAL ENGINEERING/CONSULTING/DESIGN FIRM                                                                                                                                                                 |
| OA SYSTEMS CORPORATION                   | STEVE GUNZELMAN      | AMARILLO       | gunzelman@oasystems.net                  | 806-354-8218 | 806-359-3718 | Environmental Science & Engineering                                                                                                                                                                             |
| O'BRIEN ENGINEERING SERVICES, LLC        | Teri O'Brien         | AUSTIN         | teriobrien@obrienengineeringservices.com | 512-383-5360 |              | Professional Engineering specializing in civil engineering.                                                                                                                                                     |
| O'BRIEN ENGINEERING, INC.                | Sarah Cole           | CARROLLTON     | scole@obrieneng.com                      | 972-233-2288 | 972-233-2818 | Engineering (civil, structural), environmental, permitting, water resources (floodplain, drainage, dam/levee, hydraulics/hydrology), architectural (incl landscape)                                             |
| OIL FIELD DEVELOPMENT ENGINEERING, L.L.C | Jay Chen             | HOUSTON        | jay_chen@ofdeng.com                      | 281-556-4913 | 281-679-1509 | PROJECT MANAGEMENT, ENGINEERING DESIGN & CONSULTING SERVICES.                                                                                                                                                   |

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|-----------------------------------------|-----------------------|----------------|----------------------------------|--------------|--------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| OLA AUSTIN                              | Megan Slattery        | AUSTIN         | mslattery@ola-austin.com         | 512-786-1101 |              | Full service commercial architecture firm specializing in sustainable architecture. LEED and Green Building consulting services.                                                                                                            |
| OLSON ENGINEERING, INC.                 | Michael W. Olson      | BRIDGE CITY    | kolson@o-engr.com                | 409-697-3333 | 409-670-0925 | Multi-Discipline Engineering & design for industrial & municipal projects.                                                                                                                                                                  |
| OMEGA ENGINEERS INC                     | Santiago Castaneda    | HOUSTON        | scastaneda@omegaengineers.com    | 281-647-9182 | 281-647-9184 | engineering and construction management firm specializing in infrastructure, civil engineering, highway engineering, transportation planning, railway engineering, water resources, water & sanitary sewer design, construction inspection. |
| ONYX ENGINEERING, INC.                  | Guillermo Guariguata  | CORPUS CHRISTI | kens@onyx-engineering.com        | 361-698-0900 | 361-289-2112 | Conceptual and detail engineering services for the energy sector and terminal and environmental compliance.                                                                                                                                 |
| ORANGE MADE LLC                         | Carolina Civarolo     | MCALLEN        | Carolina@orange-made.com         | 956-800-4384 |              | Residential and commercial architectural design.                                                                                                                                                                                            |
| OTHON, INC.                             | FELIX WILLIAM OTHON   | HOUSTON        | fwothoncorp@othon.com            | 713-975-8555 | 713-975-9068 | PROFESSIONAL ENGINEERING, ENVIRONMENTAL AND CONSTRUCTION MANAGEMENT SERVICES.                                                                                                                                                               |
| OUTLIER ENGINEERING, INC                | Amy Stone             | NEW BRAUNFELS  | AMYS@OUTLIERENG.COM              | 830-837-0242 |              | structural engineering services; speciality precast design, bridge design, and foundation design                                                                                                                                            |
| P & D PROFESSIONAL SERVICES, INC.       | Paula Price           | CYPRESS        | pprice@pdproservices.com         | 281-743-4475 |              | Civil Engineering, Site Development, Flood Control, Civil Design, Hydrologic and Hydraulic Analysis and Design, Roads, Airports, Bikeways, Utilities, Streets, Parking Lots, Drainage, SWPPP, Value Engineering                             |
| PEDESTAL STRUCTURAL CONSULTANTS, INC.   | LISA POWELL           | AUSTIN         | lpowell@pestructural.com         | 512-250-5200 | 512-250-5222 | STRUCTURAL ENGINEERING SERVICES                                                                                                                                                                                                             |
| PACHECO KOCH CONSULTING ENGINEERS, INC. | Mark A. Pacheco       | DALLAS         | pkce@pkce.com                    | 972-235-3031 | 972-235-9544 | Professional civil engineering, land surveying and landscape architecture services.                                                                                                                                                         |
| PALCO ECS, LLC                          | Linda H. Ayala Palady | DESOTO         | lpalady@palcoecs.com             | 972-223-7676 | 214-478-5992 | General Contracting and Construction Services, Construction Project Management, Maintenance Services, Value Engineering, Cost Assessment and Engineering Services on Industrial and Commercial Projects.                                    |
| PANTHEON ENGINEERING, LLC               | Logan Palmenberg      | THE WOODLANDS  | logan.palmenberg@pantheoneng.com | 832-978-0614 |              | Civil Engineering Services                                                                                                                                                                                                                  |
| PARAMOUNT ENGINEERING, LLC              | Mohammad Mirza        | HOUSTON        | pe_llc@msn.com                   | 713-636-9977 | 281-888-9872 | Structural Engineering Services in Designing                                                                                                                                                                                                |
| PATTERSON ARCHITECTS, INC.              | BARBARA D. PATTERSON  | BRYAN          | design@patarch.com               | 979-775-6036 | 979-779-0727 | DESIGN BUILD/ARCHITECTURAL/ENGINEERING PROFESSIONAL SERVICES                                                                                                                                                                                |

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| PAVETEX ENGINEERING & TESTING INC     | Martha Tahmoressi      | DRIPPING SPGS | MT@PAVETEX.COM                   | 512-894-3040 | 512-858-2921 | Architectural/Engineering and Surveying, Construction Materials Testing and Inspection                                                                                                                                                |
| PC AUTOMATED CONTROLS, INC.           | Daniel Shelton         | EL PASO       | dshelton@pcautomatedcontrols.com | 915-751-0313 | 915-751-2018 | Building Energy Systems and Services Company, Energy Management & Temperature Control Systems, Building Automation Systems & HVAC Service for Commercial, Government, and Industrial facilities. Energy efficient lighting retrofits. |
| PENNINGTON PROFESSIONAL SERVICES, LLC | Charles Pennington     | HOUSTON       | charles.pennington@wspgroup.com  | 713-237-8900 | 713-785-2556 | mechanical, electrical, plumbing and civil design services.                                                                                                                                                                           |
| PEREZ CONSULTING ENGINEERS, LLC       | Jorge David Perez      | MCALLEN       | jdp@perezce.com                  | 956-631-4482 | 956-682-1545 | CIVIL ENGINEERING & CIVIL CONSULTING PROFESSIONAL SERVICES                                                                                                                                                                            |
| PGA ENGINEERS, INC.                   | Raini Payne            | HOUSTON       | rpayne@pgaengineers.com          | 713-269-3182 |              | Engineering Consulting Design for Telecommunications, Information Technology, and Security Systems                                                                                                                                    |
| PHIL MUDD ENGINEERING, LLC            | Andrea D Mudd          | FLOWER MOUND  | aberthelsen@pme-mep.com          | 214-995-5862 | 972-355-1489 | Mechanical, electrical and plumbing design professional engineering services.                                                                                                                                                         |
| PIKE AND ASSOCIATES, INCORPORATED     | Kristy D. Pike         | ALLEN         | kristypike13@yahoo.com           | 214-799-7453 |              | Design Build Firm specializing in Geotechnical Engineering & Testing, Aviation/Commercial/Residential Construction, design services. Geotechnical Testing Lab, Field Crews, Five Registered PEs Licensed Contractors on Staff.        |
| PIWONKA STURROCK ARCHITECTS           | Victoria Piwonka       | SAN ANTONIO   | piwonka@piwonka-sturrock.com     | 210-212-8800 | 210-212-8600 | Architectural and Interior Design Services                                                                                                                                                                                            |
| PLAGAR ENGINEERING LLC                | Placido J. Garcia, Jr. | BROWNSVILLE   | plagar@sbcglobal.net             | 956-550-9995 | 956-550-9939 | Civil Engineering Consultant, Construction Management                                                                                                                                                                                 |
| PONCE-FUESS ENGINEERING, LLC          | Lucas G. Ponce         | DALLAS        | lponce@ponce-fuess.com           | 469-310-2850 | 214-969-0065 | Professional Structural Engineering Services.                                                                                                                                                                                         |
| PORRAS NANCE ENGINEERING              | Thelma P. Nance        | LAREDO        | thelma@porrasnance.com           | 956-724-3097 | 956-724-9208 | Civil Engineer/Surveying- residential/commercial developments, platting, planning, feasibility studies, roadway, drainage, water, sewer, detention pond, booster station/pump, ground/elevated storage design. FEMA/USACE Permitting. |
| POWER QUALITY ENGINEERING, INC.       | VANESSA BLOOM          | CEDAR PARK    | vbloom@pqeinc.com                | 512-267-6656 | 512-267-0989 | ELECTRICAL/MECHANICAL ENGINEERING DESIGN & ELECTRICAL TESTING SERVICES                                                                                                                                                                |
| POZNECKI-CAMARILLO, INC.              | Adalberto Camarillo    | SAN ANTONIO   | cert@pozcam.com                  | 210-349-3273 | 210-349-4395 | Civil Engineering, Land Surveying and Environmental Consulting Services.                                                                                                                                                              |
| PREMIER CIVIL ENGINEERING, L.L.C.     | EDUARDO J. GUTIERREZ   | LAREDO        | premier@premier-ce.com.          | 956-717-1199 | 956-717-1196 | CIVIL/TRANSPORTATION ENGINEERING, MUNICIPAL, WATER, SANITARY ENGINEERING, BOUNDARY & CONSTRUCTION SURVEYING                                                                                                                           |

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|---------------------------------------|---------------------------|---------------|----------------------------------------|--------------|--------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| PRISERVE CONSULTING INC.              | Lakshmi,Aishwarya         | HOUSTON       | ptac@prise-ve.com                      | 281-741-3643 | 281-741-4555 | Consulting Services, Information Technology, Marine Engineering, Structural Engineering, Civil Engineering, Oil and Gas, Software Development, Temporary Staffing, Management Consulting |
| PROFESSIONAL STRUCVIL ENGINEERS, INC. | Diane Bernal              | AUSTIN        | psce@psceinc.com                       | 512-238-6422 | 512-258-8095 | Civil, structural & transporation engineering                                                                                                                                            |
| PROJECT MANAGEMENT ASSOCIATES,        | Edward Andrews            | SOUTHLAKE     | EANDREWS@PMAPLLC.COM                   | 972-302-7635 | 817-337-7138 | Civil engineering design and project/program and construction management                                                                                                                 |
| PROZIGN ARCHITECTS                    | Roxanne Sadeghpour        | HOUSTON       | rsadeghpour@prozign.com                | 713-977-6060 | 713-977-6086 | Full architectural services corp with extensive experience in the design & construction adminstration of higher educational,civic,cultural & parking garage facilities.                  |
| PURDY-MCGUIRE INCORPORATED            | CAMILLE BARTON            | DALLAS        | CBARTON@PURDY-MCGUIRE.COM              | 972-239-5357 | 972-239-5231 | MECHANICAL, ELECTRICAL CONSULTING ENGINEERS                                                                                                                                              |
| QUADRANT CONSULTANTS INC              | Peter R. Jordan           | HOUSTON       | qci@qconsultants.com                   | 713-779-2990 | 713-779-3727 | ENGINEERING (CIVIL) CONSULTANTS/ENVIRONMENTAL PLANNING                                                                                                                                   |
| QUADRO ARCHITECTURAL, LLC             | Cesar Dominguez           | RICHMOND      | cesard@quadroarchitecture.com          | 713-416-6164 | 281-633-0723 | Architectural Design Svcs                                                                                                                                                                |
| QUANTUM ENGINEERING CONSULTANTS,      | ROBERT A. GONZALES        | EL PASO       | quantum@qeceng.com                     | 915-532-7272 | 915-532-7373 | CIVIL ENGINEERING CONSULTING SERVICES                                                                                                                                                    |
| QUEEN OF THE WORLD                    | Toni S. Potts             | HOUSTON       | queen_of_the_world@sbcglobal.net       | 713-522-1325 | 713-522-1327 | Architectural/Engineering Drafting Services, specializing in interior architectural details & petrochemical/refining piping design & as-built dwg archival compilation                   |
| QUINTANILLA, HEADLEY AND              | Alfonso Quintanilla, P.E. | EDINBURG      | alfonsoquintanilla@sbcglobal.net       | 956-381-6480 | 956-381-0527 | Engineering and Land Surveying Company.                                                                                                                                                  |
| R & T ARCHITECTS, INC.                | Spencer Tsui              | HOUSTON       | rtarch@swbell.net                      | 713-974-2008 | 713-974-2262 | ARCHITECTURAL,INTERIOR DESIGN AND SPACE PLANNING SERVICES.                                                                                                                               |
| R P M ARCHITECTS, INC.                | Carmen Posey              | KATY          | cposey@environmentsco.com              | 281-759-1513 | 281-759-1723 | Architectural, Architectural Landscape, Cadd Services                                                                                                                                    |
| R.L. WOODS & ASSOCIATES, LLC          | Renate Woods              | ARLINGTON     | rwoods-rlwoods@flash.net               | 817-277-6686 |              | Consulting structural and forensic engineering                                                                                                                                           |
| R.W. PATRICK & ASSOCIATES INC.        | PatrickJanet              | SOUTH HOUSTON | patrickda@comcast.net                  | 713-941-4812 | 713-941-4817 | Civil Engineering Planning and Land Surveying Services commercial and residential. Windstorm certification of new structures.                                                            |
| R2M ENGINEERING, LLC                  | John E. Rantz             | LUBBOCK       | jrantz@r2meng.com                      | 806-783-9944 | 806-783-9966 | Engineering and environmental consulting. Also safety management and training. Transportation design and construction management                                                         |
| RAGSDALE CONSULTING                   | Walter Ragsdale           | PLANO         | walter.ragsdale@ragsdaleconsulting.com | 214-893-3230 |              | Consulting and design services - engineering, planning, construction management                                                                                                          |

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| RAM ENGINEERING GROUP                  | AUGUSTO RAMOS-OROZCO       | HOUSTON        | ARAMOS@THERMAGROUP.NET             | 832-922-7571 |              | Engineering, consulting and design services (Structural & Civil Engineering) offer to public & private sectors.                                                                                                      |
| RAMIREZ SIMON ENGINEERING, LLC         | Steven Simon               | HOUSTON        | sjsimon@ramirez-simon.com          | 832-361-1420 |              | Mechanical, Electrical and Plumbing Engineering                                                                                                                                                                      |
| RAMOS CONSULTING, LLC                  | Adalberto J. Ramos         | LAKEWAY        | jerry.ramos@ramosconsultingllc.com | 713-449-3065 |              | Professional engineering and project management services.                                                                                                                                                            |
| RANDALL HARRIS & ASSOCIATES, ARCHITECT | Randall Harris, AIA, NCARB | HOUSTON        | rharchitects@aol.com               | 832-545-6319 | 281-277-6570 | Architectural Services.                                                                                                                                                                                              |
| RAPTOR ENGINEERING, INC.               | Al Garza                   | POTEET         | agarza@raptoreng.com               | 210-218-3000 | 210-745-4589 | Building Automation and Facility Energy Engineering                                                                                                                                                                  |
| RAY ARCHITECTS, INC.                   | Odis Ray                   | ARLINGTON      | odisray@gmail.com                  | 817-548-3104 | 817-548-3104 | Full service architectural firm of planners, interiors, designer & engineers, consultants, offering construction document/design services                                                                            |
| RC ENGINEERING                         | MICHAEL CARRILLO           | SAN ANTONIO    | MCARRILLO@RCEENG.COM               | 210-734-6004 |              | MECHANICAL ELECTRICAL ENGINEERING FOR COMMERCIAL BUILDINGS                                                                                                                                                           |
| RED DESIGN STUDIOS, LLC                | Jennifer Keaton            | AUSTIN         | jennifer@reddesignstudios.com      | 512-207-0141 |              | Architecture and Interior Design.                                                                                                                                                                                    |
| REDLINE ARCHITECTURE, L.L.C.           | Telissa Lueckenotte Molano | LAREDO         | telissal@msn.com                   | 956-727-5391 | 956-727-1551 | Architectural Firm                                                                                                                                                                                                   |
| REGIONAL ENGINEERING INC.              | Mohammad Naeem             | AUSTIN         | reiaustx@gmail.com                 | 512-507-9355 | 512-670-8915 | Testing of Material. Construction. Inspection services. Engineering services.                                                                                                                                        |
| REM ENGINEERING CORP.                  | Robert Martinez            | SAN ANTONIO    | robert_remeng@grandecom.net        | 210-320-1199 | 210-320-2257 | Structural Engineering Design & Consulting                                                                                                                                                                           |
| RETL ENGINEERS TX, LLC                 | Gina P Konganda            | DALLAS         | gkonganda@retl.com                 | 972-897-2641 |              | Structural Engineering and civil engineering                                                                                                                                                                         |
| REY DE LA REZA ARCHITECTS INC          | Lorie Westrick             | HOUSTON        | lwestrick@rdlr.com                 | 713-868-3121 | 713-802-0112 | Architectural DESIGN SERVICES                                                                                                                                                                                        |
| RGM ARCHITECTS                         | Ralph Martinez             | DALLAS         | rgm1@rgmarchitects.com             | 214-563-6690 | 516-706-5499 | Architectural Design of Buildings and Land Development Planning                                                                                                                                                      |
| RGM ENGINEERING, LLC                   | ROGER MENDEZ               | SAN ANTONIO    | ROGER@RGMENGINEERING.NET           | 210-299-4522 | 210-299-4525 | engineering firm specializing Mechanical Design, Electrical Design, Plumbing Design, Construction Administration, Feasibility Studies, Code Studies, Bidding and Negotiation Assistance and Construction Management. |
| RGV STRATA                             | Herman Garza               | MERCEDES       | hgarza@rgvstrata.com               | 956-223-7153 |              | Construction Materials Testing and Geo-technical Engineering                                                                                                                                                         |
| RICHTER ASSOCIATES, ARCHITECTS         | ELIZABETH RICHTER          | CORPUS CHRISTI | ERICHTER@RICHTERARCHITECTS.COM     | 361-882-1288 | 361-882-1388 | Provides full architectural services including programming, planning, design, construction documents, construction administration, project management                                                                |
| ARCHITECTS INC                         | Luis A. Figueroa           | MCALLEN        | luis@rofainc.com                   | 956-686-7771 | 956-687-3433 | Architectural, Engineering Services.                                                                                                                                                                                 |

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| RIVA RIDGE CONSTRUCTION GROUP INC. | Eric Nunnally           | DALLAS         | enunnally@rivaridgecg.com        | 214-450-9003 | 866-387-7903 | General Construction, Construction Management, Project & Program Management, Design Build. Design Services - Architectural and Engineering.                                                                                         |
| RIVER CITY ENGINEERING, PLLC.      | Barbara B. Lackey       | AUSTIN         | blackey@rcetx.com                | 830-626-3588 | 830-626-3601 | Professional Civil Engineering/Survey Services - Specialize in Water & Wastewater Treatment Plants, & Water Supply, Treatment and Distribution/Engineering                                                                          |
| RJ RIVERA ASSOCIATES, INC.         | Rodolfo Rivera          | SAN ANTONIO    | rivera@rjrivera.com              | 210-785-0888 | 210-340-5664 | Engineering Services                                                                                                                                                                                                                |
| RJL SOLUTIONEERING                 | April Rossrucker        | MCKINNEY       | arossrucker@abbiegregg.com       | 480-446-8000 |              | Engineering services across a broad spectrum of Markets. 30+ years in the field of electronic manufacturing and engineering ranging from semiconductors through laser optical devices for commercial, medical, telecom and defense. |
| RM ARCHITECTS, LLC                 | Ricardo Martinez        | HOUSTON        | ricardom@martinez-architects.com | 281-346-7371 |              | Full Service Architectural Firm                                                                                                                                                                                                     |
| RMDC ENGINEERING, INC.             | Robert Dawes            | DALLAS         | mdawes@rmdcengineering.com       | 214-272-3684 |              | Engineering Services                                                                                                                                                                                                                |
| RO ENGINEERING, PLLC               | Rene R. Olivarez, P.E.  | EDINBURG       | rene.olivarez@sbcglobal.net      | 956-282-3336 |              | Mechanical,Electrical,Plumbing (MEP) Engineering services, MEP Design/Build, Energy Audits/Reviews and Facility Inspections.                                                                                                        |
| ROBERT ADAMS, INC.                 | Robert Lee Adams, Jr.   | HOUSTON        | rlajarchitects@sbcglobal.net     | 281-272-7000 | 281-537-1251 | Architectural Services, Interior Designs, Urban Planning & Construction Management                                                                                                                                                  |
| ROBERT NAVARRO & ASSOCIATES        | ROBERT NAVARRO          | EL PASO        | rnavarro@rnaengr.com             | 915-532-1406 | 915-532-1496 | CONSULTING STRUCTURAL ENGINEER                                                                                                                                                                                                      |
| ROBEY ARCHITECTURE, INC.           | THOM ROBEY              | SAN ANTONIO    | TROBEY@ROBEYARCHITECTURE.COM     | 210-224-6900 |              | PROFESSIONAL ARCHITECTURAL & INTERIOR DESIGN SERVICES; including URBAN PLANNING, URBAN DESIGN. FACILITY ASSESSMENT, MASTER PLANNING PROGRAMMING SERVICES.                                                                           |
| ROCK ENGINEERING AND TESTING       | ROETTA C. ROCK          | CORPUS CHRISTI | roe.rock@rocktesting.com         | 361-883-4555 | 361-883-4711 | Geotechnical Engineering and Construction Materials Engineering & Testing Services. Soils, Asphalt and Concrete.                                                                                                                    |
| RODRIGUEZ BARR INC.                | Maricela Rodriguez Barr | AUSTIN         | office@thebarrcompany.com        | 512-474-4222 | 512-474-4203 | CONSTRUCTION/PROGRAM MANAGEMENT; ARCHITECT                                                                                                                                                                                          |
| ENGINEERING, INC                   | Hilda S. Obregon Lease  | SPRING         | hilda@rodssue.cc                 | 281-257-5248 |              | Engineering Services                                                                                                                                                                                                                |
| ROE DESIGN GROUP, LLC              | Linda Phillips Roe      | FORT WORTH     | linda@roedesigngroup.com         | 817-738-3196 |              | Small to Medium Architectural Projects. Specification Writing for Architectural Projects. Interior Design and Interior Space Planning Services                                                                                      |
| ROGERS DESIGN SERVICES, PLLC       | Laura Rogers            | SPICEWOOD      | LauraRogers.RDS@sbcglobal.net    | 512-554-4587 |              | Provider of consulting engineering services in transportation engineering field.                                                                                                                                                    |
| ROSIN GROUP, INC.                  | LILA ROSIN              | SAN ANTONIO    | LILA@ROSINGROUP.COM              | 210-490-6001 | 210-495-9580 | CONSULTING CIVIL ENGINEERING AND LAND SURVEYING.                                                                                                                                                                                    |

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|-----------------------------------|----------------------|----------------|-----------------------------------|--------------|--------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| ROUND ROCK GEOPHYSICS LLC         | Bereket M. Derie     | ROUND ROCK     | bderie@roundrockgeo.com           | 512-496-8728 |              | Geophysics services for the purpose of site characterization for engineering, environmental and mining companies                                                                                                                               |
| RPGA DESIGN GROUP, INC.           | Robert P. Garza      | FORT WORTH     | robgarza@rpgaarchitects.com       | 817-332-9477 | 817-332-9487 | Architecture, Design, Space Planning, Interior Design                                                                                                                                                                                          |
| R-S-C-R, INC.                     | Ronald Podojil       | SAN ANTONIO    | rap@rscrengineers.com             | 210-340-7973 | 210-366-2324 | Structural Engineering Services                                                                                                                                                                                                                |
| RZ COMMUNICATIONS                 | Mitchell Kettrick    | AUSTIN         | mkettrick@rzcomm.com              | 512-386-7336 | 512-386-7350 | Sell, install and service two way radio and related communication equipment                                                                                                                                                                    |
| S&GE, L.L.C.                      | James Boenig         | SAN ANTONIO    | jshefey@shefey.com                | 210-493-9200 |              | Diversified Civil Engineering services for municipal and private clients including Surveying services.                                                                                                                                         |
| SAM GARCIA ARCHITECT, LLC         | Sam Garcia           | MCALLEN        | sg@samgarciaarchitect.com         | 956-631-8327 |              | Professional architectural design services for the construction and/or renovation of buildings. Full service architecture firm that produces construction documents (plans & specifications). Coordination of related engineering disciplines. |
| SAMES, INC.                       | Samuel D. Maldonado  | MCALLEN        | saul@samengineering-surveying.com | 956-702-8880 | 956-702-8883 | Offering Professional Engineering, Design, Professional Surveying and Construction Management services for Civil Engineering, including; roadway, utilities, water distribution, transportation, drainage and other infrastructure.            |
| SAN ANTONIO DESIGN GROUP, INC.    | JUAN A. SAUCEDO JR.  | SAN ANTONIO    | tsaucedo@sadesigngroup.com        | 210-342-6700 | 210-342-6701 | ENGINEERING SERVICES                                                                                                                                                                                                                           |
| SANCHEZ-SALAZAR & ASSOCIATES, LLC | Juan Carlos Sanchez  | SAN ANTONIO    | jsanchez@ssa-pe.com               | 210-324-2907 |              | Civil Engineering Consulting Professional Services                                                                                                                                                                                             |
| SAVINO ARCHITECTURE LLC           | Monica Savino        | HOUSTON        | monica@savinoarchitecture.com     | 713-231-7871 |              | Commercial & Residential Architectural Services.                                                                                                                                                                                               |
| SDS ARCHITECTURE                  | SERGIO DE LOS SANTOS | FARMERS BRANCH | SDELOSSANTOS@SDSARCHITECTURE.COM  | 972-620-3914 | 972-620-0085 | ARCHITECTURAL, DESIGN & DRAFTING SERVICES, PROGRAM MANAGEMENT, CONSTRUCTION ADMINISTRATION.                                                                                                                                                    |
| SEAMAX CORPORATION                | BRENDAN ISIDIENU     | HOUSTON        | IBRENDAN@SEAMAX.ORG               | 713-584-3643 |              | Structural analysis and design of structures. Finite element analysis. Engineering design reports. Design review. 3D models & 2D construction/fabrication drawings.                                                                            |
| SECA ENGINEERING, LLC             | Hugo Seca            | LAREDO         | hseca@seca-engineering.com        | 956-753-3014 | 956-753-3017 | Civil engineering, project management and land surveying                                                                                                                                                                                       |
| SEILER/LANKES GROUP               | Gerald Lankes        | ROUND ROCK     | jseiler@slg-eng.com               | 512-785-8564 |              | Civil Engineering Services focused primarily on transportation related projects from planning and design through construction                                                                                                                  |
| SEK ENGINEERING, CORP.            | Lynn Khazzoum        | SPRING         | Lynn@sekengineering.net           | 281-793-1258 | 281-271-1718 | General Civil and structural engineering                                                                                                                                                                                                       |



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|-------------------------------------------|--------------------------|-------------|------------------------------|--------------|--------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| SEPARATION SYSTEMS<br>CONSULTANTS INC     | HELEN HODGES             | HOUSTON     | ssci@sscienvironmental.com   | 281-486-1943 | 281-486-7415 | Consulting, Construction, Engineering and Environmental Services including Site (ESA) Assessments; SPCC Plans; Asbestos-Lead Paint-Mold Consulting; Fueling System Design-Installation-Removal-Closure & Remediation; Haz-Wste Consulting; Project Oversight |
| SEPULVEDA ASSOCIATES<br>ARCHITECTS INC    | ROBERTO SEPULVEDA        | LAREDO      | saainc@saarchitects.net      | 956-725-1985 | 956-725-2396 | ARCHITECTURAL, INTERIOR DESIGN, PLANNING PROFESSIONAL SERVICES.                                                                                                                                                                                              |
| SES HORIZON CONSULTING<br>ENGINEERS, INC. | Epifanio E. Salazar, Jr. | HOUSTON     | epi.salazar@seshorizon.com   | 713-988-5504 | 713-988-1441 | Consulting Engineering, Civil Engineering, Computer Aided Design And Construction Inspection Services                                                                                                                                                        |
| SETIEN & ASSOCIATES, INC.                 | DOMINGO SETIEN           | SAN ANTONIO | stlcad@aol.com               | 210-659-7412 | 210-659-4296 | Steel design & detailing                                                                                                                                                                                                                                     |
| SEVENTH GENERATION DESIGN,<br>INC.        | PAMELA CARPENTER         | SAN ANTONIO | pam@seventhgendesign.com     | 210-973-7307 |              | ARCHITECTURE, PLANNING, SUSTAINABILITY AND HISTORIC PRESERVATION DESIGN SERVICES.                                                                                                                                                                            |
| SGDESIGN, INC.                            | Deborah Bridge           | DALLAS      | dbridge@sgdesign.biz         | 214-742-6044 | 214-742-6041 | Architecture and Interior Design Services, 3D Visualization                                                                                                                                                                                                  |
| SHAH SMITH & ASSOCIATES, INC              | Ajay C. Shah             | HOUSTON     | cadams@shahsmith.com         | 713-780-7563 | 713-780-9209 | Mechanical, Electrical, and Plumbing Engineering; Commissioning                                                                                                                                                                                              |
| ENGINEERS                                 | Sherie Hensley           | SPRING      | shensley@h4engineers.com     | 281-723-9298 |              | MEP/FP engineering                                                                                                                                                                                                                                           |
| SHILOH ENGINEERS, INC.                    | ALICE C. JAMES           | DALLAS      | alice_james_faith@yahoo.com  | 972-841-8302 |              | Professional Civil Engineering services and General Topographic Surveying Services.                                                                                                                                                                          |
| SHIVER MEGERT & ASSOCIATES LLP            | RICHARD CONSTANCIO JR    | AMARILLO    | richard@smaae.com            | 806-372-5662 | 806-372-5664 | PROFESSIONAL ARCHITECTURAL SERVICES AND ARCHITECTURAL DESIGN                                                                                                                                                                                                 |
| SHRADER ENGINEERING INC.                  | MARBELLA SHRADER         | HOUSTON     | MARBELLA@SHRADER.NET         | 713-467-9961 | 713-465-6502 | Engineering firm providing design services for electrical, communications and information technology systems for water/wastewater, technology, port facilities, rapid transit, industrial plants, illumination and Security Systems design.                  |
| SIGMA HN ENGINEERS, PLLC                  | Gabriel Hinojosa         | MCALLEN     | gabrielhinojosa@sigmahne.com | 956-332-3206 | 956-687-5561 | MEP Engineering Services, LEED Consulting Energy Modeling, Data Centers, Facility Studies, Voice & Data Network Systems, Security & Surveillance Systems, Audio Video Systems                                                                                |
| SIMGINEERS LLC                            | Matthew Snead            | AUSTIN      | Support@SimGINEERS.com       | 512-363-7676 |              | Engineering and technical solutions to complex problems by using state-of-the art simulation methods and big data analytics, specializing in traffic, layout, and system optimization.                                                                       |
| SIMON ENGINEERING &<br>CONSULTING, INC.   | Voranique V. Simon       | DALLAS      | nsimon@simonengineering.com  | 214-884-2059 | 214-466-7872 | Civil engineering consulting services including the planning, design and construction of roadway and drainage projects.                                                                                                                                      |

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|------------------------------------------|----------------------|----------------|---------------------------------|--------------|--------------|------------------------------------------------------------------------------------------------------------------------------------------------------|
| SIMS ENGINEERING, LLC                    | Christopher W. Sims  | DALLAS         | csims@simseng.com               | 214-542-7467 |              | Mechanical, electrical & plumbing (MEP) engineering design and consulting.                                                                           |
| SITE AND FIELD ENGINEERING, LLC          | Mark E. Nelson       | HOUSTON        | mark.e.nelson@safe-tx.com       | 713-823-8134 | 866-425-2652 | Surveying, Dredging & Construction Management                                                                                                        |
| SJPA, LLC                                | Steve Patmon         | SAN ANTONIO    | spatmon@sjpadesign.com          | 210-979-3888 | 210-979-3880 | Architectural feasibility & masterplan studies, exisiting facility evaluations & as built, design reviews, design services: programming, schematics, |
| SLI ENGINEERING, INC.                    | Susanne Kligman      | EL PASO        |                                 | 915-584-4457 | 915-581-7756 | ENGINEERING & SURVEYING                                                                                                                              |
| SLS PARTNERSHIP, INC.                    | Lendon J. Schellhase | LUBBOCK        | lendon@slspartnerhsip.com       | 806-794-4726 | 806-794-4667 | Architectural design, interior design, master planning and inspections                                                                               |
| SM ARCHITECTS, PLLC                      | ROGER STEPHENS       | MESQUITE       | rls@smarchitectspllc.com        | 972-285-2630 | 972-285-4922 | ARCHITECTURAL, INTERIOR DESIGN, Accessibility Review and Inspection, 3D Renderings, cost estimates                                                   |
| SMITH TURRIETA, PLLC                     | Susan Smith Turrieta | AUSTIN         | susan@smithturrieta.com         | 512-569-9022 |              | Civil engineering design, studies and project management; construction management; environmental assessments                                         |
| SOHEIR S MICHEL                          | Soheir (Sue) Michel  | AUSTIN         | smichel@cprnconsultants.com     | 512-474-5377 |              | Other Services including Legal Services                                                                                                              |
| SOL STUDIO ARCHITECTS                    | Alonzo Alston        | SAN ANTONIO    | alston@solstudioarchitects.us   | 210-240-8864 |              | Architectural Service Interior and Exterior Architectural Service                                                                                    |
| SOLARAY ENGINEERING, INC.                | Javier Chavira       | DALLAS         | jchavira@solarayengineering.com | 972-247-1516 | 972-247-1517 | Provide transportation engineering design consultation.                                                                                              |
| SOLARE ENGINEERING UNLIMITED, INC.       | Tori L. Thompson     | FORT WORTH     | tlthompson@solare-eng.com       | 817-529-6800 | 817-529-0649 | Provide mechanical, electrical, plumbing and fire protection design.                                                                                 |
| SOLKANAVATORNO, LLC                      | Erasmus Nava         | CORPUS CHRISTI | enava@sntarchitects.com         | 361-854-1471 | 361-854-1470 | architectural/engineering design and consultation.                                                                                                   |
| SOPHITAL ENGINEERING INC.                | Elizabeth Ricks      | DALLAS         | elizabeth@sophitaleng.com       | 817-729-8025 |              | Engineering Consulting                                                                                                                               |
| SOUTH TEXAS INFRASTRUCTURE GROUP, LLC    | Julio Cerda          | MISSION        | jcerdape@yahoo.com              | 956-424-3335 | 956-424-3132 | Civil Engineering and general engineering services.                                                                                                  |
| SOWELLS CONSTRUCTION MANAGEMENT & INSPEC | Jerry Dewayne Sowell | HOUSTON        | jsowells@scmandi.com            | 832-731-7290 | 281-591-4701 | Civil Engineering - Specializing in Construction Management and Construction Inspection                                                              |
| SP ENGINEERING, INC.                     | Shaukat Khan         | SUGARLAND      | skhan@spengineering.us          | 832-867-2522 |              | Engineering Design and Consulting Services and Construction Management                                                                               |
| SPRING ARCHITECTS                        | Andrea Freiburger    | AUSTIN         | andrea@springarchitects.com     | 512-626-2197 |              | Architectural services for commercial, multi-family residential, and single family residential design.                                               |
| SQUARE E ENGINEERING                     | Juan-Pablo Cantu     | LOS FRESNOS    | jcantu28@rgv.rr.com             | 956-233-4826 | 956-233-4826 | Specializing in Electrical Engineering, including Engineering Studies, Electrical Design, Construction Management.                                   |
| STAR ENGINEERING GROUP, INC.             | Manuel A Diaz        | HELOTES        | mdiaz@starengineeringgroup.com  | 210-871-4133 | 210-695-2670 | Professional engineering services.                                                                                                                   |
| STEINMAN LUEVANO STRUCTURES, LLP         | John Steinman        | AUSTIN         | john@slstructures.com           | 512-891-6766 | 512-891-6966 | Consulting Structural Engineers                                                                                                                      |

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| STOA INTERNATIONAL ARCHITECTS, INC       | Chao Chiung Lee       | HOUSTON       | clee@stoaintl.com             | 713-995-8784 | 713-995-8765 | ARCHITECTURAL SERVICES, ADA COMPLIANCE, INSPECTION SERV, CONSTRUCTION ADMINISTRATION                                                                                                                                                                         |
| STRAND SYSTEMS ENGINEERING, INC.         | Tamara L Spicer       | IRVING        | jennifer@strandsystems.com    | 972-620-8204 | 214-377-2395 | Design of single family and multi-family structures (foundations, woods and steel framing (gravity and lateral), slab on grade, and elevated concrete structures).                                                                                           |
| STRUCTURAL ENGINEERING ASSOCIATES INC    | David COVARRUBIAS     | SAN ANTONIO   | dcovarrubias@seatx.com        | 210-735-9202 | 210-735-2074 | Structural Engineering Associates, Inc. is a San Antonio based firm that provides structural engineering design services exclusively.                                                                                                                        |
| LLC                                      | Heidi Cisneros        | AUSTIN        | heidi@structurestx.com        | 512-495-9540 | 512-495-9447 | Structural Engineering                                                                                                                                                                                                                                       |
| STRUCTURESPE, LLP                        | Jerry Garcia          | AUSTIN        | jerry@structurestx.com        | 512-499-0919 | 512-320-8521 | Structural Engineering and consultation                                                                                                                                                                                                                      |
| STUDIO 8 ARCHITECTS, INC.                | Deanna Bounds         | AUSTIN        | dbounds@studio8architects.com | 512-473-8989 | 512-473-8982 | ARCHITECTURAL AND INTERIOR DESIGN SERVICES.                                                                                                                                                                                                                  |
| STUDIO RED COLLABORATIVE LLC             | Trung Doan            | HOUSTON       | doan@studiorredarchitects.com | 713-622-5333 | 713-255-8753 | Architectural and Interio Design Consulting Services for commercial projects ranging from tenant improvement and renovation to large scall projects. Capabilities include a specialty of renovation, retrofitting, repositioning as well as new constuction. |
| STUDIO S2C, LLC                          | Stephanie Christian   | GRAND PRAIRIE | svc_s2c@yahoo.com             | 817-845-8937 |              | architectural services to our clients in various fields ranging from dental, education, retail, residential & multi-family, commercial, office, hotel, hospital, theater, post office, military, and mixed-use projects.                                     |
| STUDIO SENY                              | JOYCE L. JANOTA       | SAN ANTONIO   | jjanota@studioseny.com        | 210-735-5093 |              | Professional Services - Architecture & Interior Design                                                                                                                                                                                                       |
| SUNLAND GROUP, INC.                      | CARLA THOMPSON        | AUSTIN        | cthompson@sunlandgrp.com      | 512-590-7951 | 512-494-0406 | Sunland Group is a multidisciplinary company of professionals providing program and project management, engineering, architecture and construction management services for a variety of clients.                                                             |
| SUSAN ROTH CONSULTING LLC                | Susan K. Roth         | AUSTIN        | susan@srothconsulting.com     | 512-796-6692 |              | ENGINEERING CONSULTING AND PUBLIC RELATIONS.                                                                                                                                                                                                                 |
| SW ASSOCIATES CONSULTING ENGINEERS, INC. | Jeff Wu               | DALLAS        | jeff.wu@swaengineers.com      | 214-397-0211 | 214-397-0886 | Mechanical, Electrical, Plumbing & Fire Protection Consulting Engineers                                                                                                                                                                                      |
| SWAYZER ENGINEERING, INC.                | Michele K. Swayzer    | HOUSTON       | mkswayzer@swayzer.com         | 713-942-7929 |              | Engineering Design, Cx (Commissioning) Services, Document Control, Construction Inspection                                                                                                                                                                   |
| SYNERGY STRUCTURAL ENGINEERING, INC.     | Victor M. De Anda Jr. | LAREDO        | victor@synergy-se.com         | 956-753-5860 | 956-753-6210 | Structural Engineering                                                                                                                                                                                                                                       |

|                                        |                       |                |                              |              |              |                                                                                                                                                                                               |
|----------------------------------------|-----------------------|----------------|------------------------------|--------------|--------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| SYSTEMS INTEGRATION, INC.              | Rhonda Smith          | ARLINGTON      | rsmith@sitexas.com           | 817-468-1494 | 817-468-7975 | MECHANICAL & ELECTRICAL CONTRACTOR<br>SPECIALIZING IN ENGINEERING DESIGN,<br>FABRICATION & MACHINE SHOP PROJECTS                                                                              |
| T. SMITH INSPECTION AND<br>TESTING     | TERRY L. SMITH        | RICHLAND HILLS | tsmithjr@tsitservices.com    | 817-589-9933 | 817-590-4433 | Geotechnical Engineering Services, Construction<br>Materials Engineering Testing Services, Soil<br>Concrete and Asphalt Field and Laboratory Testing<br>and Construction Inspection Services. |
| TALLEY LANDSCAPE ARCHITECTS<br>INC.    | Merrie Talley         | ORCHARD        | merrie@talleyla.com          | 281-341-5601 | 281-232-3613 | General Landscape Architecture, Large Scale<br>Master Planning, Project & Construction Mgt                                                                                                    |
| TEAM HOKE, LLC                         | Marie Hoke            | HOUSTON        | mhoke@outlook.com            | 713-805-5096 |              | Architecture and Consulting                                                                                                                                                                   |
| TEAM INTEGRATED ENGINEERING,<br>INC    | Beth Gentry           | SAN ANTONIO    | egentry@team-ie.com          | 210-366-7042 |              | Providing professional services in the core fields of<br>Engineering, Environmental, and Medical Logistic<br>Services to goverment clients worldwide.                                         |
| TEAM ONE INTEGRATION, LLC              | Hau Shing (Howie) Li  | CARROLLTON     | hli@teamoneintegration.com   | 214-718-7252 |              | Engineering Consulting, Electrical, Instrumentation<br>Design, SCADA, PLC, HMI Software Development &<br>implementation. Water & wastewater plants<br>perimeter security system design.       |
| TEAM PLUS BUILD LLC                    | Fakhruddin Sabir      | HOUSTON        | sabir@fsdesignbuild.com      | 713-344-1752 | 713-429-5864 | Architectural Services                                                                                                                                                                        |
| TEDSI INFRASTRUCTURE GROUP,<br>INC.    | Jesus Salinas         | HOUSTON        | jsalinas@tedsi.com           | 956-424-7898 | 956-424-7022 | CIVIL TRANSPORTATION & TRAFFIC ENGINEERING                                                                                                                                                    |
| TEI PROGRAM/CONSTRUCTION               | THOMAS TRAINER        | DALLAS         | TTRAINER@TEICONSTRUCTION.COM | 214-760-1966 | 214-760-1943 | PROGRAM MANAGEMENT, CONTSTRUCTION<br>MANAGEMENT & ENGINEERING SERVICES.                                                                                                                       |
| TELIOSITY, LLC                         | Stacie Plush          | DALLAS         | splush@teliospc.com          | 214-744-6199 | 214-744-7700 | MEP (mechanical, electrical, plumbing)<br>Engineering, Technology Engineering, LEED<br>consulting, Energy Modeling and Commissioning<br>Services.                                             |
| TEN EYCK LANDSCAPE ARCHITECTS,<br>INC. | Christine E. Ten Eyck | AUSTIN         | teneyck@teneyckla.com        | 512-492-5808 | 602-468-5775 | Architectural/Engineering and Surveying Services                                                                                                                                              |
| TEN EYCK MESA PARTNERS                 | Christine Ten Eyck    | DALLAS         | info@teneyckmesa.com         | 512-813-9999 | 214-954-7162 | LANDSCAPE ARCHITECTURE AND URBAN DESIGN<br>SERVICES, LAND MASTER PLANNING, SCHEMATIC<br>DESIGN, DESIGN DEVELOPMENT, PREPARATION OF<br>CONSTRUCTION DOCUMENTS.                                 |
| TEO ENGINEERING ORGANIZATION,<br>LLC   | Eleuterio Galvan, Jr. | HOUSTON        | teollc@gmail.com             | 281-536-5123 | 713-668-6334 | professional engineering consulting services                                                                                                                                                  |
| TERAN GROUP LLC                        | Orlando Jose Teran    | HOUSTON        | ojteran@terangroup.com       | 713-244-9795 | 713-244-9794 | Land Surveying, Engineering Services, &<br>Construction Management                                                                                                                            |
| TERRA ASSOCIATES, INC.                 | Lyle Henkel           | HOUSTON        | vlh@terraassoc.com           | 713-993-0333 | 713-993-0743 | Civil Engineering - land development, water<br>distribution, sanitary sewer, paving and drainage<br>design.                                                                                   |

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|--------------------------------------------|------------------------------|-----------------|-------------------------------|--------------|--------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| TERRAZAS AND ASSOCIATES, INC.              | Johnnie A Terrazas/President | BULVERDE        | johnnaterrazas@gmail.com      | 210-833-9493 | 830-438-7000 | Engineering consulting services-<br>civil,water,wasterwater,stormwater,transportation,<br>airport runaways design.                                                                                                                           |
| TETRA SURVEYS LLC                          | Corolla,Gwen                 | HOUSTON         | gcorolla@tsatx.com            | 713-462-6100 | 713-432-1003 | Surveying and mapping services of the surface of<br>the earth                                                                                                                                                                                |
| TEXAS ENERGY ENGINEERING<br>SERVICES, INC. | Mohammand Saleem Khan        | AUSTIN          | saleem@teesi.com              | 512-328-2533 | 512-328-2544 | ENGINEERING CONSULTING FIRM, ENERGY<br>CONSERVATION, MEP DESIGN, CONSTRUCTION<br>ADMINISTRATION, COMMISSIONING                                                                                                                               |
| TEXAS ENGINEERING SOLUTIONS,<br>LLC        | Stephen Delgado              | WEST LAKE HILLS | sdelgado@txengs.com           | 512-904-0505 | 512-904-0509 | Specializing in civil engineering services for both<br>the public and private sectors, TES offers a<br>complete range of civil infrastructure engineering.                                                                                   |
| TEXAS FIREGUARD, LLC                       | Leonardo Munoz               | WESLACO         | leo@trinitymep.com            | 956-973-0500 | 956-351-5750 | Design, Install and Inspect & Repair Fire Spinkler<br>Systems                                                                                                                                                                                |
| TEXAS MGT. ASSOCIATES, INC.                | Dora Mendoza                 | SAN ANTONIO     | dmendoza@t-m-a.com            | 210-673-8422 | 210-673-3622 | Manufacturing, engineering, and logistics support<br>solutions, and support services.                                                                                                                                                        |
| TEXAS RAINFALL CATCHMENT                   | Susan Oualline               | SAN ANTONIO     | so@texasrainfallcatchment.com | 210-587-7037 |              | Design and installation of rainwater harvesting<br>systems for both commercial and residential<br>applications                                                                                                                               |
| TEXAS URBAN LOW IMPACT<br>DEVELOPMENT LLC  | Cliff Rock                   | HOUSTON         | cliff@whiteoakengineers.com   | 713-470-7444 |              | Civil Engineering Roadway Site Development<br>Traffic Value Engineering Drainage Economic<br>Analysis Utilities Technical Proposal Support<br>CADD & Designer Support Floodplain Management<br>Field Photo / Video Data Collection           |
| TG&W ENGINEERS, INC.                       | Wendy W. Thompson            | AUSTIN          | wendyt@tgwengineers.com       | 512-345-1099 | 512-346-3212 | Mechanical, Electrical, and Plumbing Engineering,<br>including commissioning and sustainability services.                                                                                                                                    |
| THE ALEX GROUP, LLC                        | ALEX GHOLMIEH                | CARROLLTON      | Alex@thealexgroup.net         | 972-820-6400 | 972-820-6404 | MECHANICAL, ELECTRICAL & PLUMBING<br>engineering for all different types of buildings.                                                                                                                                                       |
| THE BOMMARITO GROUP, INC.                  | MARLA BOMMARITO-<br>CROUCH   | AUSTIN          | marla@bommaritogroup.com      | 512-480-8898 | 512-480-9451 | Architecture, Interior Design, Space planning,<br>Furniture specification, Move coordination,<br>Building test fits and due diligence                                                                                                        |
| THE LAUCK GROUP,<br>INCORPORATED           | Anne Kniffen                 | DALLAS          | anne.kniffen@lauckgroup.com   | 214-981-0310 | 214-871-3307 | Interior Architecture Firm                                                                                                                                                                                                                   |
| THE MURILLO COMPANY                        | J. Ray Murillo               | HOUSTON         | donnam@murillocompany.com     | 281-933-9702 | 281-933-1051 | Geotechnical Engineering; Environmental Site<br>Assessments; Material Testing And Inspection                                                                                                                                                 |
| THE RIOS GROUP, INC.                       | Rosa Navejar                 | FORT WORTH      | rnavejar@rios-group.com       | 817-345-7500 | 817-345-7505 | utility engineering company, utility coordination<br>and public relations company. We are a cost<br>savings for developers to map underground utility<br>lines and a safety measure for construction<br>companies so they know where to dig. |

|                                    |                       |                |                               |              |              |                                                                                                                                                                                                                                                           |
|------------------------------------|-----------------------|----------------|-------------------------------|--------------|--------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| THE STRUCTURAL ALLIANCE INC        | ZAK NAKHODA           | DALLAS         | SUPPORT@TSA-ENG.COM           | 469-330-5200 | 469-287-4334 | STRUCTURAL ENGINEERING                                                                                                                                                                                                                                    |
|                                    |                       |                |                               |              |              | GENERAL CONTRACTING, CONSTRUCTION MANAGEMENT, DESIGN BUILDER JOB ORDER CONTRACT, CMAR                                                                                                                                                                     |
| THE TREVINO GROUP, INC.            | Matt Baker            | HOUSTON        | mbaker@trevinogroup.com       | 713-863-8333 | 713-863-8522 | Architect                                                                                                                                                                                                                                                 |
| THIRD COAST ARCHITECTS             | Willard W. Kimbrell   | HOUSTON        | kim@tcarch.com                | 281-894-0234 | 281-453-0532 | ARCHITECTURAL DESIGN & CONSTRUCTION SERVICES                                                                                                                                                                                                              |
| THIRD LAND INC                     | Elizabeth Franke      | AUSTIN         | efranke@thirdland.com         | 512-306-8885 | 512-732-0853 | Consulting structural engineering services                                                                                                                                                                                                                |
| THOMA ENGINEERING, INC.            | Jency E. Thoma        | LUBBOCK        | jett@thomaengineering.com     | 806-745-4881 | 806-745-9688 | full service organization which provides consulting, engineering, construction, technical recruiting & business admin                                                                                                                                     |
| TLC ENGINEERING, INC.              | Debbie Anders         | HOUSTON        | debbieanders@tlceng.com       | 713-868-6900 | 713-868-0001 | geotechnical engineering and testing, construction materials testing, environmental consulting, and deep foundations testing services.                                                                                                                    |
| TOLUNAY-WONG ENGINEERS, INC.       | Esperanza Shackelford | HOUSTON        | eshackelford@tweinc.com       | 713-722-7064 | 713-777-0341 | Electrical, technology, and mechanical engineering services.                                                                                                                                                                                              |
| TORRES ENGINEERING SERVICES, INC.  | Roberto Torres        | FORT WORTH     | rtorres@torres-inc.com        | 682-556-0848 | 817-345-3552 | Architecture, City and Town Planning, Urban Design, Historic Preservation, Development Process Facilitation and Interior Design - urban design concepts, land use plans, community facilitation process, historic preservation plans,                     |
| TOWN PLANNING AND DESIGN           | Emil R Moncivais      | SAN ANTONIO    | emilrmoncivais@me.com         | 210-416-0885 |              | Civil engineering firm specializing in traffic engineering and transportation planning.                                                                                                                                                                   |
| TRAFFIC ENGINEERS, INC.            | Rachel Carleton       | HOUSTON        | rachel@trafficengineers.com   | 713-270-8145 | 713-270-8148 | Mechanical, electrical, plumbing, and fire protection (MEP) engineering design firm providing engineering and design services primarily for laboratories (both regulated and unregulated) in Universities, pharmaceutical, and health care industry.      |
| TRAK ENGINEERING, INC.             | Frank Traknyak        | KATY           | ftraknyak@trakengineering.com | 832-864-0210 | 281-492-9258 | Consulting engineering ranging from water distribution/treatment,wastewater collection/treatment,street design,drainage system design,floodplain analysis(including FEMA LOMR, CLOMR, etc.),hydrologic/hydraulic evaluations,planning and 404 permitting. |
| TRE & ASSOCIATES, LLC              | John Jansing          | EL PASO        | jjansing@tr-eng.com           | 512-358-4049 |              | full service engineering firm specializing in Mechanical, Electrical and Plumbing design.                                                                                                                                                                 |
| TRINITY MEP ENGINEERING, L.L.C.    | Leonardo Munoz        | WESLACO        | leo@trinitymep.com            | 956-973-0500 | 956-351-5750 | PROVIDE STRUCTURAL ENGINEERING SERVICES FOR COMMERCIAL, INSTITUTIONAL & INDUSTRIAL BUILDINGS.                                                                                                                                                             |
| TSAO CONSULTANTS, INC.             | Wan Y. Tsao           | GRAPEVINE      | wytsao@msn.com                | 972-714-9490 | 972-714-0360 | General Architecture                                                                                                                                                                                                                                      |
| TURNER, RAMIREZ & ASSOCIATES, INC. | Phillip Ramirez       | CORPUS CHRISTI | pjr@trarch.com                | 361-994-8900 | 361-994-8955 |                                                                                                                                                                                                                                                           |

|                                     |                       |             |                                   |              |              |                                                                                                                                                                                                          |
|-------------------------------------|-----------------------|-------------|-----------------------------------|--------------|--------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| ULRICH ENGINEERS, INC.              | Edward J. Ulrich, Jr. | HOUSTON     | edward.ulrich@ulrichengineers.com | 713-780-7645 | 713-706-3686 | Engineering/Geotechnical Engineering                                                                                                                                                                     |
| UNINTECH CONSULTING ENGINEERS, INC. | Wan Yu Elisa Chan     | SAN ANTONIO | ECHAN@UNINTECH.COM                | 210-641-6003 | 210-641-8279 | Civil Engineering, Structural Engineering, Transportation, Project Management, Construction Management, Surveying                                                                                        |
| UNITED ENGINEERS, INC.              | Sherif Mohamed        | HOUSTON     | sherifm@unitede.com               | 713-271-2900 | 713-271-2999 | Civil Engineering, Design And Consulting Services, Construction Management & Land Surveying Services                                                                                                     |
| UNIVERSAL SERVICE ENTERPRISES LLC   | Sid Naeimi            | EULESS      | sidnaeimi@useengineering.com      | 214-315-4786 | 214-315-4786 | Engineering design of mechanical, electrical, plumbing, fire protection and low voltage systems. HVAC installation and design build. General contracting.                                                |
| URBAN DESIGN GROUP PC               | June Routh            | AUSTIN      | ltoups@udg.com                    | 512-347-0040 | 512-347-1311 | Architectural/Engineering and Surveying Services                                                                                                                                                         |
| URBAN ENGINEERS GROUP, INC.         | Nilsa Luna-Torres     | DALLAS      | nilsaluna@urbanengineersgroup.com | 214-264-8344 | 214-252-1612 | Civil, Traffic and Transportation Engineering Design.                                                                                                                                                    |
| URBAN INFRASTRUCTURE GROUP, INC.    | Craig Gonzalez        | DONNA       | cgonzalez@uigtexas.com            | 956-377-2932 | 956-377-2841 | engineering firm. We provide the following professional services: Roadway Design Drainage Engineering Stormwater Quality Design Water Distribution Systems Wastewater Collection Systems TCEQ Permitting |
| URBANCORE COLLABORATIVE INC.        | Suhag Kansara         | HOUSTON     | suhag@urbancore.co                | 281-762-4150 | 281-520-4940 | Urban Planning - Design Transportation Planning Transit Planning Environmental Planning Sustainability                                                                                                   |
| UTE CONSULTANTS INC                 | Joan Ternus Angil     | AUSTIN      | joan@uteconsultants.com           | 512-789-5018 |              | Architectural/Engineering and Surveying Services                                                                                                                                                         |
| VAI + ARCHITECTS INCORPORATED       | William Vidaud        | DALLAS      | marketing@vaiarchitects.com       | 972-934-8888 | 972-458-2323 | PROVIDE ARCHITECTURAL DESIGN SERVICES, DRAFTING SERVICES, FACILITY INSPECTION AND INTERIOR PLANNING SERVICES.                                                                                            |
| VALLE ENGINEERING, LLC              | Flor de Maria Valle   | PLANO       | fvalle05@gmail.com                | 972-898-8597 |              | Mechanical,Electrical and Plumbing Engineering Seives.                                                                                                                                                   |
| VENTURI ENGINEERS LLC               | Jose de Leon          | SPRING      | jdeleon@venturieng.com            | 832-447-1237 | 832-447-1237 | Civil Engineering Firm offering the following services: Site Development, Hydrology/Hydraulics, Water/Wastewater                                                                                         |
| VERDUNITY, INC.                     | Kristin Green         | LEWISVILLE  | kristin@verdunity.com             | 214-729-8733 |              | Verdunity is a general civil engineering firm serving public and private client's infrastructure needs with a sustainable focus.                                                                         |
| VICKREY & ASSOCIATES, INC.          | Brenda Johnson        | SAN ANTONIO | bvjohnson@vickreyinc.com          | 210-349-3271 | 210-349-2561 | Civil Engineering and Surveying Services for Land Development, Feasibility Studies, Utility Design, Hydrology, and Construction Management                                                               |

|                                 |                        |             |                                  |              |              |                                                                                                                                                                                                                                                              |
|---------------------------------|------------------------|-------------|----------------------------------|--------------|--------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| VILBIG & ASSOCIATES, P.L.L.C.   | Barbara J. Vilbig      | DALLAS      | bvilbig@vilbig.com               | 214-352-7333 | 214-352-0999 | professional services firm specializing in the design and delivery of consulting civil engineering, urban and land planning, design/construction management services, land surveying and civil development services.                                         |
| VILLAVERDE, INC.                | RAMON VILLAVERDE       | EL PASO     | ramon@villaverdeinc.com          | 915-351-8822 | 915-351-8823 | CONSULTING CIVIL ENGINEERING                                                                                                                                                                                                                                 |
| VISINTAINER ENGINEERING, PLLC   | RONDA VISINTAINER      | KELLER      | RONDA@VISINTAINERENGINEERING.COM | 817-992-3214 |              | CIVIL ENGINEERING DESIGN                                                                                                                                                                                                                                     |
| VITRO DESIGN STUDIO             | Mari Vitro             | PEARLAND    | mari@vitrodesignstudio.com       | 832-621-6475 | 281-412-6446 | Landscape Architect & Planning Services                                                                                                                                                                                                                      |
| VOLZ O'CONNELL HUTSON, INC.     | Candace Volz           | AUSTIN      | info@voharchitects.com           | 512-476-0433 | 512-476-2198 | Historic Preservation services, Architectural Services, Interior Design Services, Historical Interior Design Services.                                                                                                                                       |
| VRX, INC.                       | Nawal (Noelle) Ibrahim | PLANO       | Marketing@vrxglobal.com          | 972-309-9700 | 972-309-9701 | Engineering and Construction Management Company in the areas of Construction Management, Scheduling, Environmental Compliance & Permitting, Utility Coordination and Management, Toll Roads Construction & Maintenance                                       |
| VTS GROUP LLC                   | Dennis L Perez         | LA VERNIA   | dperez@vts-group.net             | 210-390-0598 | 888-290-3648 | Certified Engineers and Solution Architects specializing in Professional Services for Unified Communications, Cyber Security, Data Center Practice, Wireless Infrastructure, Microsoft Active Directory, SharePoint and Inside/Outside Plant Infrastructure. |
| VXTX, INC.                      | Cassandra V. Oeth      | MIDLAND     | coeth@vxtexas.com                | 432-247-1749 | 210-800-9941 | Civil and Structural Engineering Petroleum Engineering and Consulting Real Estate Development Construction Management and Value Engineering                                                                                                                  |
| W.C. HAMILTON ENGINEERING, INC. | DEBORAH HAMILTON       | MIDLAND     | neenee@wchamiltonengr.com        | 432-550-5866 | 432-550-5899 | GEOTECHNICAL ENGINEERING AND CONSTRUCTION MATERIALS TESTING ENGINEERING                                                                                                                                                                                      |
| WANG ARCHITECTS                 | Gary Wang              | GEORGETOWN  | gary@wangarchitects.com          | 512-677-9610 |              | Full Service Architecture and Design                                                                                                                                                                                                                         |
| WAY CONSULTING ENGINEERS INC    | Way Atmadja            | AUSTIN      | way@wayengineering.com           | 512-343-0766 | 512-343-9103 | Architectural/Engineering and Surveying Services                                                                                                                                                                                                             |
| WCW INTERNATIONAL , INC.        | Christian K. Wilmot    | HOUSTON     | cwilmot@wcwinternational.com     | 713-777-3700 | 713-777-4192 | Engineering/Computer Program/It Svc/ Enviro Consulting/ Construction/Concession Mgmt/ Transportation/Civil Projects/Electricity/Gas Broker/ Wireless C                                                                                                       |
| WEAVE ARCHITECTURE LLC          | Rebecca Schenker       | SAN ANTONIO | rebecca@weavearc.com             | 210-823-1270 |              | Architecture, including renovation, new construction, assessment; Construction-related Project Management.                                                                                                                                                   |



|                                      |                       |               |                               |              |              |                                                                                                                                                                                                                                    |
|--------------------------------------|-----------------------|---------------|-------------------------------|--------------|--------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| WEIR 777, LLC                        | Al Weir               | DALLAS        | alweir777@gmail.com           | 469-708-8549 |              | General Civil Excavation, underground and paving. Aggregate materials, crushing and recycling. Bridge Work, Roadways and Demolition.                                                                                               |
| WESTEAST DESIGN GROUP, LLC           | KATHERINE KIMM        | SAN ANTONIO   | katherinek@westeastdesign.com | 210-530-0755 | 210-530-9427 | Architecture, Space Planning, Master Planning, Interior Design for institutional, federal, healthcare, educational, entertainment and retail sectors.                                                                              |
| WESTMONT ENGINEERING                 | David Colmenero       | DALLAS        | admin@westmontengr.com        | 972-385-1609 | 972-692-5897 | Engineering, Design, Field Consulting, Cx, Due Diligence/Evaluation and support services for MEP and related disciplines.                                                                                                          |
| WGANDERSON, LLC                      | Stephanie Anderson    | RICHMOND      | sanderson@wganderson.com      | 713-275-0798 |              | professional consulting firm that specializes in civil engineering, land development, municipal engineering and construction phase services.                                                                                       |
| WHITE HAWK ENGINEERING & DESIGN, LLC | KIMBERLY D. BROOKS    | ALLEN         | KBROOKS@WHITEHAWKMAIL.COM     | 469-342-6844 | 469-342-6843 | CIVIL ENGINEERING, LAND SURVEYING.                                                                                                                                                                                                 |
| WORKSHOP                             | Rebekah Perez         | SAN ANTONIO   | rebekah@work5hop.com          | 830-931-7027 |              | Architecture, Interior Design, Master Planning, Preservation, Furniture Design                                                                                                                                                     |
| WV CONSULTING, LLC                   | Sarah Vasquez         | SUGARLAND     | sarah@wv-consulting.com       | 281-673-6665 | 281-673-6665 | Civil Engineering services, Engineering consulting & TDLR RAs Services                                                                                                                                                             |
| YAGGI ENGINEERING, INC.              | Elizabeth A. Yaggi    | ARLINGTON     | eyaggi@yaggiengineering.com   | 817-483-2373 | 817-483-4233 | Civil and Electrical Engineering                                                                                                                                                                                                   |
| YANCY ENTERPRISES INCORPORATED       | Frakeetta Yancy       | MISSOURI CITY | fyancy@criterium-yancy.com    | 281-491-1262 | 866-276-1620 | specializes in building related consulting engineering services. Services include: inspections, design, plan review, construction administration, maintenance planning & green building for residential & commercial developments. |
| ZADOK, INC.                          | CHRISTIANNE P. AUSTIN | TOMBALL       | caustin@zadok-inc.com         | 832-843-6763 | 281-310-6609 | Mechanical, Electrical & Plumbing Engineering Design for Commercial & Industrial Applications                                                                                                                                      |
| ZAPATA DESIGN ASSOCIATES, INC.       | Ramiro O. Zapata      | SAN ANTONIO   | zapata@idworld.net            | 210-734-7371 |              | Architectural/Engineering services as well as construction administration.                                                                                                                                                         |
|                                      |                       |               |                               |              |              |                                                                                                                                                                                                                                    |
| Reita Johnson - August 18, 2016      |                       |               |                               |              |              |                                                                                                                                                                                                                                    |

**FORMAT FOR REPORTING FEES FOR  
BASIC SERVICES, ADDITIONAL SERVICES AND  
REIMBURSABLE EXPENSES**

All billings for services performed under this Agreement shall be submitted to:

Texas Department of Criminal Justice  
Facilities Division  
P.O. Box 4011  
Huntsville, TX 77342-4011  
ATTN: Contracts Accounting

- When invoicing for Basic Services, the invoice shall indicate the corresponding Phase from Exhibits J.3 and J.12 that has been completed and for which payment is requested. (i.e J.12 A) For phases J.12 A, J.12 B, J.12 C, J.12 D, and J.12 E only payments for 100% of the fees identified on Exhibits J.3 and J.12 will be approved (partial payments or percentages of phases will not be approved) based upon Owner acceptance of each submittal (reference G.3.2). For phases J.12 F and J.12 G, percentages of phases will be approved per G.3.2. Refer questions regarding denial of payment requests to Debra Durda, 936-437-7390, [debra.durda@tdcj.texas.gov](mailto:debra.durda@tdcj.texas.gov).
- The A/E shall break down the invoice by project and by individual project's Basic Services, Additional Services and Reimbursable. (See attached for example.)
- The A/E shall double-check all arithmetic by running two (2) tapes on long columns of figures, or by verifying the accuracy of the software application used to calculate totals, to ensure mathematical correctness.
- The A/E shall proofread the completed, typewritten voucher, making sure that all Basic Services equal the dollar amount on the original Agreement. Also, the A/E shall confirm that all Reimbursables and Additional Services are the only charges to date totaling "Extras Ordered".
- When a Service Authorization(s) is referenced by the invoice, each Service Authorization(s) referenced shall be included with the invoice. Each Authorization Letter shall be referenced by its Owner-assigned tracking number. Each Authorization Letter for Additional Services and Reimbursable issued by Owner to A/E is assigned a tracking number by Owner and this tracking number shall be used when invoicing for these items. Backup for these authorized charges should continue to be included behind each authorization letter. No additional services or associated reimbursables should be invoiced to Owner without an authorization letter to reference.
- Reimbursables should be backed up with appropriate invoices, and each of these invoiced reimbursables should be specifically described (for example, if the A/E is charging Owner for "Shipping", it should describe exactly what was shipped, by whom, when, where and why). No reimbursable should be invoiced unless it ties directly to a contract article or unless there is a specific authorization letter to reference.
- A/E and related staff hourly labor claims should be invoiced to include the date, description of service provided, name of provider, hours, rate of pay and final amount.
- A/E shall include with all pay vouchers submitted a list of payments (if any) made to any HUB/DBE subcontractor, consultant, or supplier, during the work period the voucher covers, and the dates the payments were made.

**SAMPLE INVOICE**

**SMITH, SMITH, SMITH & SMITH, INC.**  
**(BASIC SERVICES & ADDITIONAL SERVICES/REIMBURSABLES WILL**  
**VARY WITH EACH A/E FIRM)**  
**FOR PERIOD XX/XX/XX- XX/XX/XX**

**TDCJ CONTRACT NO:** \_\_\_\_\_ **PROJECT:** \_\_\_\_\_

**SERVICE AUTHORIZATION NO:** \_\_\_\_\_

|                                                 | <u>%<br/>Complete</u> | <u>Approved<br/>Contract</u> | <u>% Due<br/>to Date</u> | <u>Previously<br/>Invoiced</u> | <u>Amount Due<br/>This Invoice</u> |
|-------------------------------------------------|-----------------------|------------------------------|--------------------------|--------------------------------|------------------------------------|
| <b><u>BASIC SERVICES</u></b>                    |                       |                              |                          |                                |                                    |
| Concept Phase (J.12 A)                          |                       |                              |                          |                                |                                    |
| 1 <sup>st</sup> Technical Review Phase (J.12 B) |                       |                              |                          |                                |                                    |
| Final Technical Review Phase (J.12C)            |                       |                              |                          |                                |                                    |
| Contractual Review Phase (J.12 D) <sup>1</sup>  |                       |                              |                          |                                |                                    |
| Construction Documents Phase (J.12 E)           |                       |                              |                          |                                |                                    |
| Bid Phase (J.12 F) <sup>1</sup>                 |                       |                              |                          |                                |                                    |
| Construction Administration Phase (J.12 G)      |                       |                              |                          |                                |                                    |
| TOTAL BASIC SERVICES                            |                       |                              |                          |                                |                                    |
|                                                 |                       |                              |                          |                                |                                    |
| <b><u>ADDITIONAL SERVICES</u></b>               |                       |                              |                          |                                |                                    |
| Architect/Engineer(s), Hourly Labor             |                       |                              |                          |                                |                                    |
| Coordinate Surveyor                             |                       |                              |                          |                                |                                    |
| Geo Tech Engineer                               |                       |                              |                          |                                |                                    |
| Printing                                        |                       |                              |                          |                                |                                    |
| Shipping/Postage                                |                       |                              |                          |                                |                                    |
| Transportation _____ miles                      |                       |                              |                          |                                |                                    |
| Lodging \$85/day/person                         |                       |                              |                          |                                |                                    |
| Meals \$36/day/person                           |                       |                              |                          |                                |                                    |
| TOTAL ADDITIONAL SERVICES                       |                       |                              |                          |                                |                                    |
| REIMBURSABLES                                   |                       |                              |                          |                                |                                    |

<sup>1</sup>Contract Construction Only

TOTAL REIMBURSABLES \$ \_\_\_\_\_

TOTAL EXTRAS (TOTAL ADDL. SVCS. + TOTAL REIMBURSABLES) \$ \_\_\_\_\_

TOTAL THIS VOUCHER/INVOICE (TOTAL BASIC + EXTRAS) \$ \_\_\_\_\_

**COMPENSATION FOR BASIC SERVICES**

Unit: \_\_\_\_\_

MWR# \_\_\_\_\_

Project \_\_\_\_\_

**J.3 COMPENSATION FOR BASIC SERVICES**

**J.3.1** For authorized Basic Services, as described in the Contract, Service Authorization and Exhibit J.12, the Owner shall pay the Firm total compensation for the project in an amount equal to \$\_\_\_\_\_.

**J.3.2** Progress payments to the Firm for Basic Services for projects to be constructed by contract construction shall be made according to the services performed in accordance with the schedule of values for each phase of the project as follows:

|            | 1 <sup>st</sup> Tech Review Phase | Pre-Final Tech Review Phase | Final Tech Review Phase | Contractual Review Phase (Contract Construction Only) | Construction Documents Phase | Bid Phase (Contract Construction Only) | Construction Administration | Total |
|------------|-----------------------------------|-----------------------------|-------------------------|-------------------------------------------------------|------------------------------|----------------------------------------|-----------------------------|-------|
|            | <b>J.12 A</b>                     | <b>J.12 B</b>               | <b>J. 12 C</b>          | <b>J.12 D</b>                                         | <b>J.12 E</b>                | <b>J.12 F</b>                          | <b>J.12 G</b>               |       |
| <b>Fee</b> |                                   |                             |                         |                                                       |                              |                                        |                             |       |

**J.3.3** Progress payments to the Firm for Basic Services for projects to be constructed by TDCJ Maintenance shall be made according to the services performed in accordance with the schedule of values for each phase of the project as follows:

|            | 1 <sup>st</sup> Tech Review Phase | Pre-Final Tech Review Phase | Final Tech Review Phase | Construction Documents Phase | Construction Administration | Total |
|------------|-----------------------------------|-----------------------------|-------------------------|------------------------------|-----------------------------|-------|
|            | <b>J.12 A</b>                     | <b>J.12 B</b>               | <b>J.12 C</b>           | <b>J.12 E</b>                | <b>J.12 G</b>               |       |
| <b>Fee</b> |                                   |                             |                         |                              |                             |       |

Firm Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**AUTHORIZATION AND COMPENSATION FOR ADDITIONAL SERVICE (S)  
AND REIMBURSABLE EXPENSE (S)**

**J.4.1. AUTHORIZATION AND COMPENSATION FOR ADDITIONAL SERVICE (S)**

The following Additional Service(s) have been deemed necessary and have been authorized by the Owner and will be provided by the Firm. The Firm shall receive compensation for the authorized Additional Service(s) as identified in Exhibit J.12. The Firm shall use the number(s) provided herein for each authorized service as the assigned reference number in statements of service submitted to the Owner.

**J.4.1-AS-1** Provide \_\_\_\_\_ additional hours devoted to Site Inspections for a Not-to-Exceed amount of **(\$ \_\_\_\_\_)** dollars. **These hours are in addition to the number of hours to be provided as part of Basic Services identified in Exhibit J.3.** On a monthly basis the A/E will submit a detailed invoice listing the name(s) of the personnel and the hours devoted to additional service "on-site" inspections for that month. The invoice will also reflect the total number of hours provided for additional service "on-site" inspections, the hours spent as of the invoice date for additional service "on site" inspections and the total number of hours remaining for additional service "on-site" inspections.

**J.4.1-AS-2** Provide coordination services necessary for the Owner requested services of a surveyor for the stipulated lump sum amount of **(\$ \_\_\_\_\_)** dollars.

**J.4.1-AS-3** Provide coordination services necessary for the Owner requested services of geotechnical engineer for the stipulated lump sum amount of **(\$ \_\_\_\_\_)** dollars.

**J.4.1-AS-4** Provide coordination services necessary for the Owner requested services of \_\_\_\_\_ for the stipulated lump sum amount of **(\$ \_\_\_\_\_)** dollars.

**J.4.1-AS-5** Miscellaneous expenses for a Not-to-Exceed amount of **(\$ \_\_\_\_\_)** dollars.

**J.4.1-AS-6** Sign Graphics (beyond minimum code graphics required to receive a Certificate of Occupancy for a Not-to-Exceed amount of **(\$ \_\_\_\_\_)** dollars.

**J.4.1-AS-7** Expense of plotting, reproducing and mailing documents for an estimated Not to Exceed amount of **(\$ \_\_\_\_\_)** dollars.

**J.4.1-AS-8** Travel related expenses. These services shall be provided for the Not to Exceed amount of **(\$ \_\_\_\_\_)** dollars.

**J.4.1-AS-9** Reserved for future use.

## REIMBURSABLE EXPENSES

| Audit Criteria                                                                                                                                                       | Accepted<br>/<br>Allowed | Unacceptable<br>/<br>Disallowed | Notes                                                                     |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|---------------------------------|---------------------------------------------------------------------------|
| Meals - No receipts required (per State of Texas meal reimbursement, as posted by the Comptroller's Office)                                                          | Allowed                  |                                 |                                                                           |
| Tips & Gratuities                                                                                                                                                    |                          | Disallowed                      |                                                                           |
| Laundry                                                                                                                                                              |                          | Disallowed                      |                                                                           |
| Tolls & Parking - Receipts required                                                                                                                                  | Allowed                  |                                 |                                                                           |
| Hotels - Receipts required (per State of Texas hotel reimbursement including taxes, as posted by the Comptroller's Office).                                          | Allowed                  |                                 |                                                                           |
| Alcoholic Beverages                                                                                                                                                  |                          | Disallowed                      |                                                                           |
| Vehicle Usage (Mileage reimbursement is the posted Federal rate)                                                                                                     | Allowed                  |                                 |                                                                           |
| Car Rental - Per day \$37.50<br>Taxes on \$37.50<br><br><b>Refueling:</b> If fuel was provided by rental agency, the cost will be reimbursed with required receipts. | Allowed<br>Allowed       |                                 | Must provide documentation of non-availability of rate-compliant vehicle. |
| Air Fare - Coach/Economy Class                                                                                                                                       | Allowed                  |                                 | Must have prior coordination / approval through the TDCJ Travel Office.   |
| Training, Conferences & all related expenses                                                                                                                         |                          | Disallowed                      |                                                                           |
| MIS Services (computer)                                                                                                                                              |                          | Disallowed                      |                                                                           |
| Vehicle Inspection/Repair                                                                                                                                            |                          | Disallowed                      |                                                                           |
| Unreadable or no Back-up Receipts                                                                                                                                    |                          | Disallowed                      |                                                                           |
| Use of Sub-consultants/Temporaries                                                                                                                                   | Allowed                  |                                 | Provide documentation                                                     |

**PROFESSIONAL SERVICE AUTHORIZATION**  
*TEXAS DEPARTMENT OF CRIMINAL JUSTICE*

Receipt of this Service Authorization, approved and authorized by Texas Department of Criminal Justice is your **Notice to Proceed** with the subject Services. Unless otherwise excepted in writing all terms and conditions of the Contract shall apply to this Service Authorization.

**1. Design Professional:**

**2. Contract No:** \_\_\_\_\_

**Service Authorization No:** \_\_\_\_\_

**MWR No:** \_\_\_\_\_

**3. Scope of Services:**

**Provide Professional Design Services to**

**4. Amount of this Authorization:**

**5. Attachments: (Scope of Services, Fee Proposal, etc.)**

**Fee proposal**

**Accepted for Design Professional:**

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date Signed:** \_\_\_\_\_

**Approved & Authorized for Owner:**

**Name:** \_\_\_\_\_

**Title:** Chief Financial Officer

**Signature:** \_\_\_\_\_

**Award Date:** \_\_\_\_\_

TEXAS DEPARTMENT OF CRIMINAL JUSTICE  
FACILITIES DIVISION**STANDARDS OF CONDUCT FOR CIVILIAN EMPLOYEES****I. SECURITY MEASURES****A. GENERAL SECURITY MEASURES**

No person working for or otherwise connected with the Contractor (his agents, subcontractors or their employees) shall be allowed to bring onto the owner's (state) property firearms, alcoholic beverages, drugs, or any other controlled substances with the exception of prescription medication. No such person shall cross any fences, except those fences designated to allow egress and ingress to the construction site. All vehicles shall be kept locked with windows up while on the owner's property. Contractors' employees shall avoid all contact with inmates, no employee shall converse with or otherwise communicate with any inmate. In addition to the usual civil and/or criminal penalties for violations of the above regulations, the owner reserves the right to refuse further entry to the job site to any individual who has violated the above restrictions. Further, the Owner reserves the right to immediately remove from the jobsite any individual who has violated the above restrictions.

**II. EXPECTATIONS OF CONTRACTORS AND SUBS****A. ALL CONTRACTORS, SUBS, AND THEIR EMPLOYEES WILL:**

1. Read and sign the Texas Department of Criminal Justice, Facilities Division, Standards of Conduct for Civilian Contractor Employees.
2. Refrain from bringing firearms, ammunition, controlled substances (with the exception of prescription drugs) or any other contraband items on the property of the Texas Department of Criminal Justice (I.D.). This includes in the personal vehicles of the on-site workers.
3. Vehicles will remain locked at all times when operator is absent.
4. There shall be no contact with any inmates in the TDCJ facilities except those which may be assigned to assist on an individual institutional project.
5. Approved visitors of inmates will not be allowed to work on any project that involves the unit where the visited inmate resides.
6. Vehicles are subject to search at anytime while on State Prison property.

**B. GENERAL SECURITY FOR TOOL CONTROL:**

1. All tools in tool boxes are to be inventoried with the total number of tools in each box plainly marked on the outside of the box.
2. Copies of tool inventories are to be filed with the entrance gate officer, the Owner's Designated Representative and the contractor's project superintendent. Any changes to an individual's tool box inventory should be immediately noted on all inventory sheets.
3. Tools should be cross-checked against the number on the tool box upon entry and exit from the facility.



4. Class "A" tools should receive special handling. When tools are not in use, they shall be kept and locked under key in a secure area and if possible rendered inoperable. Class "A" tools include, but are not limited to, tools most likely to be used in an escape attempt or do bodily harm. These generally include hacksaw blades, files, pipe wrenches, ladders, acetylene cutting tips, pipe and bolt cutters, etc.
5. At no time are Class "A" tools to be left unattended and when in use, the on-site TDCJ security officer will be notified.
6. Generators, ladders and acetylene cutters all must be secured at the end of each workday.
7. Emery wheels will be locked and rendered inoperable when not in use unless stored outside of the secure perimeter.
8. When a Class "A" tool is lost, the Assistant Warden for security or Warden shall be immediately notified.
  - a. Any inmates who may have had access to the area will be held until a thorough search is made.
  - b. A written report will be made covering the details of the loss.
9. All hazardous and poisonous chemicals, not in use, are to be stored in a locked tool trailer or other secure area. An inventory shall be maintained and direct supervision provided when the items are used at the work site. Upon completion of the project, the Contractor will be responsible for the removal of all hazardous materials and all hazardous waste generated under his control.

I have received a copy of the "STANDARDS OF CONDUCT FOR CIVILIAN CONSTRUCTION CONTRACTORS EMPLOYEES" issued by the Texas Department of Criminal Justice.

I have read, understand and will comply with this policy.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
SOCIAL SECURITY #

\_\_\_\_\_  
DRIVERS LICENSE #

\_\_\_\_\_  
STATE

\_\_\_\_\_  
COMPANY

\_\_\_\_\_  
DATE

\_\_\_\_\_  
NAME

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
CITY

\_\_\_\_\_  
STATE

\_\_\_\_\_  
ZIP

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
COMPANY

\_\_\_\_\_  
DATE

# EXHIBIT J.9

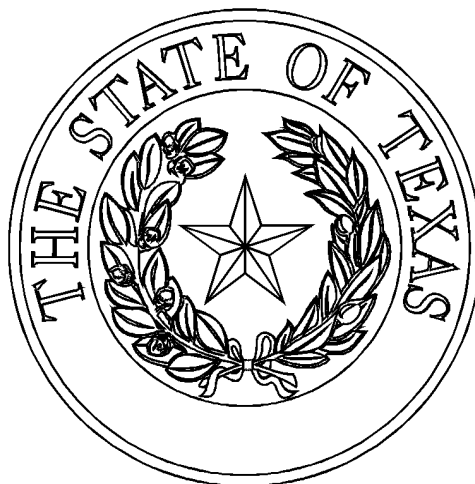
## PROFESSIONAL SERVICES QUESTIONNAIRE

Name of \_\_\_\_\_  
Firm: \_\_\_\_\_

Services Offered:

\_\_\_\_ Architectural    \_\_\_\_ Engineering    \_\_\_\_ Other Design Services

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TEXAS DEPARTMENT OF CRIMINAL JUSTICE

**INSTRUCTIONS FOR FILLING OUT THIS QUESTIONNAIRE:**

**ALL QUESTIONS ANSWERED ON A SHEET SEPARATE FROM THE QUESTIONNAIRE FORM WILL REQUIRE THE NUMBER (EXAMPLE#XI AND QUESTION COPIED AT THE TOP OF THE PAGE.**

**I. Basic Data**

Business Name of Firm: \_\_\_\_\_

Office Submitting Information: \_\_\_\_\_

Business Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_

Person to Contact: \_\_\_\_\_

State: \_\_\_\_\_ and Year Established: \_\_\_\_\_

Type of Business Organization:

\_\_\_\_\_ Individual/Sole Proprietorship \_\_\_\_\_ Partnership \_\_\_\_\_ Joint Venture

\_\_\_\_\_ Other (Attach explanation) \_\_\_\_\_ Corporation

Business Certifications:

\_\_\_\_\_ Small Business \_\_\_\_\_ Historically Underutilized Business (HUB)

\_\_\_\_\_ Other: \_\_\_\_\_

Former Firm Name(s) if any and Year(s) Established: \_\_\_\_\_

|                            |               |
|----------------------------|---------------|
| <b>Present<br/>Offices</b> | <b>Branch</b> |
|----------------------------|---------------|

**Address:****Phone:****Contact:**

|       |       |       |
|-------|-------|-------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

## **II. Definitions:**

- IIA. Certifying Authority** - the Design Professional who has, or will, provide professional seal and signature for required plans and/or specifications.
- IIB. Design Professional** - a person registered as an architect under Chapter 1051 Occupations Code, a landscape architect under Chapter 1052 Occupations Code, an engineer under Chapter 1001 Occupations Code, or any person licensed or certified as acceptable to applicable Authority Having Jurisdiction such as a Fire Alarm Planning Superintendent, etc. This resource may be a direct employee of Firm or a Sub-provider. This resource is required to have been the Certifying Authority (as applicable) for projects to support "Capability(ies)" identified in Question V. This resource may be the same entity as the Project Lead, but shall not also perform as the Project Manager or Principle in Charge.
- IIC. Firm** - the entity responding to this solicitation who is legally authorized to provide identified services in the state of Texas. Firm is required to perform as the "Prime" contractor for the Contract resulting from this solicitation.
- IID. Principle in Charge** – An entity within Firm who is, or has direct access to, owner of Firm or other similarly responsible entity within Firm. This resource is required to be one organizational level above Project "Manager" and to have been the Certifying Authority (as applicable) for projects to support "Capability(ies)" identified in Question V.
- IIE. Project Lead** – personnel who will be assigned to perform Project "Lead" services to accomplish design, bid services, and construction administration services for projects such as identified in this solicitation. This resource is required to have been the Certifying Authority (as applicable) for projects to support "Capability(ies)" as identified in Question V. This resource may be a direct employee of Firm or a Sub-provider. This resource may be the same entity as the Project Manager; however, to perform as Project Manager as described in IIF, this resource shall not be the same entity as the Principle in Charge.
- IIF. Project Manager** – personnel who will be assigned to perform Project "Manager" services to accomplish design, bid services, and construction administration services for projects such as identified in this solicitation. This resource is required to have been the Certifying Authority (as applicable) for projects to support "Capability(ies)" as identified in Question V. This resource may be a direct employee of Firm or a Sub-provider. This resource may be the same entity as Principal in Charge; however, to perform as Principal in Charge, this resource shall be a direct employee of Firm.
- IIF. Sub-provider** – a design service provider in a pre-established relationship with Firm for the purpose of responding to this solicitation.

## **III. Personnel: Person(s) assigned to interface with TDCJ**

For each entity described in IIIA thru IIID on attached form(s) (correlated to IIIA thru IIID respectively) give a personal history statement (to include the information on form(s)). Indicate whether entity is a direct employee of Firm or a Sub-provider and provide the office location.

- IIIA. Personnel at Firm** who will be assigned as Principal in Charge (Reference IID).
- IIIB. Personnel** who will be assigned as Project Manager (Reference IIF).
- IIIC. Personnel** who will be assigned as Project Lead (Reference IIE).
- IIID. Design Professional(s)** who will be assigned to perform Design Services (provide seal and signature to plans and/or specifications), Bid Services and Project Administration Services.

#### IV. Size of Firm and Sub-providers; Distribution of Staff:

IVA. On the attached form(s) (correlated to IVA) provide number of staff at Firm for each category.

IVB. On the attached form(s) (correlated to IVB) provide number of staff at sub-provider firm, if applicable, for each category.

IVC. For Firm, provide number of Personnel in organization during the past five (5) years:

Maximum Number: \_\_\_\_\_ Year: \_\_\_\_\_  
 (Year you had the maximum number of people.)  
 Minimal Number: \_\_\_\_\_  
 Normal Avg Operating: \_\_\_\_\_

#### V. Design/Construction Capability

VA. REQUIRED: Place a single "x" in the applicable blank for each design/construction capability that is performed by personnel directly employed by Firm or a **Sub-provider – (Capability)**. To be identified as a "Capability" the Design Professional on which the "Capability" is based shall have performed both Design and Construction Administration services for such. Other portions of the solicitation identify additional required elements and additional optional elements for response to this solicitation. Only responses relative to items identified as a "Capability" are required.

|                                                                                                |                                                              |
|------------------------------------------------------------------------------------------------|--------------------------------------------------------------|
| _____ Mech-Boilers/Chillers/HVAC                                                               | _____ Elect-Fire Alarm Systems in<br>Detention<br>Facilities |
| _____ Mech-Plumbing (Kitchens,<br>Laundry, Showers, Toilets, etc.)                             | _____ Civil-Roadways, Bridges                                |
| _____ Elect-Distribution/Utilization<br>Systems                                                | _____ Civil-Water/Waste-water                                |
| _____ Elect-Locking Systems/Controls<br>(possibly interfaced with<br>intercom,<br>Video, etc.) | _____ Civil-Structural (single- to four-<br>story)           |
| _____ Elect-Lighting/Controls<br>Interior and Exterior                                         | _____ Arch-Renovation interior space                         |
|                                                                                                | _____ Arch-Roof repair/replace                               |
|                                                                                                | _____ Arch-Building envelope<br>repair/replace               |

VB. REQUIRED: For each design/construction capability identified in VA, submit as exhibits information regarding a single unique project with a construction cost greater than \$250,000 and the Certifying Authority for the entirety of the project was an entity as described in III. A design/construction capability identified in VA that is not supported by a single, unique, corresponding exhibit in VB will not be considered as a design/construction capability provided on this contract by Firm.

*For each exhibit, provide the following information:*

- A) Primary Design Firm;
- B) Name and Capability (as correlates to "Capability" identified in VA);
- C) Name, phone, e-mail and mailing address of client;
- D) Type of Project (as correlates to "Capability" identified in VA);
- E) Location;

- F) Construction Cost;*
- G) Date of Completion;*
- H) Description of overall project;*
- I) Description of design and design approach;*
- J) Description of one specific challenge, strategy to overcome the challenge and ultimate outcome.*
- K) Unless specifically requested photographs are optional. If provided, photographs shall not exceed 8" x 10" for each photograph. Do not submit photographs of models, sketches, etc.*

**VC.** **OPTIONAL:** For each design/construction Capability identified in VA, submit as exhibits information regarding a project with a construction cost greater than \$1,000,000 and the Principal in Charge or Project Manager for the entirety of the project was an entity identified in III. A design/construction Capability identified in VA that is not supported by an exhibit in VC will not be considered as a design/construction Capability provided by Firm with this level of complexity. (A response for VC is NOT required in order to respond to this solicitation; however, if providing a response to VC, a response is required for all Capabilities identified in VA.)

*For each exhibit, provide the following information:*

- A) Primary Design Firm;*
- B) Name and Capability (as correlates to "Capability" identified in VA);*
- C) Name, phone, e-mail and mailing address of client;*
- D) Type of Project (as correlates to "Capability" identified in VA);*
- E) Location;*
- F) Construction Cost;*
- G) Date of Completion;*
- H) Description of overall project;*
- I) Description of design and design approach;*
- J) Description of one specific challenge, strategy to overcome the challenge and ultimate outcome.*
- K) Unless specifically requested photographs are optional. If provided, photographs shall not exceed 8" x 10" for each photograph. Do not submit photographs of models, sketches, etc.*

## **VI. Firm's Current Projects**

*On the attached form (correlated to VI), provide a list of ongoing projects for which Firm is currently performing services as described in this solicitation for projects to support "Capability(ies)" identified in VA. (This list is intended to identify projects that would remain the contractual responsibility of Firm upon the departure of all resources assigned to the subject project.)*

## **VII. Firm's Completed Projects**

*On the attached form (correlated to VII), for the previous five (5) years, provide a history of completed projects for which Firm performed services as described in this solicitation for projects to support "Capability(ies)" as identified in VA. (This list is intended to identify projects that would have remained the contractual responsibility of Firm upon the departure of all resources assigned to the subject project.)*

## **VIII. Exhibits of Firm's Current and Completed Projects**

*For five (5) examples of work that are listed in each of sections VI and VII above, provide the following information:*

- A) Primary Design Firm;*
- B) Name and address of the client;*
- C) Type of Project (as correlates to "Capability(ies)" identified in VA);*
- D) Location;*
- E) Construction Cost;*
- F) Date of Completion;*
- G) Unless specifically requested photographs are optional. If provided, furnish one exterior and one interior photograph not to exceed 8" x 10" for each photograph. Do not submit photographs of models, sketches, etc.*

## **IX. References**

*Provide three (3) letters of reference in solicitation response. Letters of reference may be provided from entities otherwise identified by contact information in provided exhibits; however, having provided contact information in response to other items in this solicitation will not be considered as responsive to the requirement to provide letters of reference as required for this item.*

- X. Describe in brief narrative the method used to control construction and life-cycle cost and put into practice design projects with governmental constraints such as budget and approval schedules. (Identify as Attachment X if attaching as a separate document.)**
- XI. Describe in brief narrative the scheduling methods, capacity and approaches the firm uses to develop design schedule and manage schedule recovery. (Identify as Attachment XI if attaching as a separate document.)**
- XII. Provide a copy of Firm's Quality Assurance/ Quality Control process/policy for the Design Approach and production of Construction Documents. (Identify as Attachment XII. If indicated, document will remain confidential and will be returned upon completion of evaluation.)**
- XIII. Briefly describe Firm's method of Construction Administration (Bullet format of steps taken in Construction Administration. Identify as attachment XIII if attaching as a separate document.)**

- XIV. Provide a company organization chart. (Identify as Attachment XIV if attaching as a separate document.)**
- XV. Using Firm's current structure and pre-established relationship with sub-provider, if applicable, describe in brief detail the maximum number of projects Firm could handle at any one time. (Identify as Attachment XV if attaching a separate document.)**
- XVI. List Firm's major physical resources, i.e. office space, computers, hardware and software, office equipment, copying resources, etc. (Identify as Attachment XVI if attaching a separate document.)**
- XVII. Provide a current last audited financial statement demonstrating Firm's financial solvency and stability. (Identify as Attachment XVII. These will be kept under lock and key and returned upon completion of evaluation.)**

**XVIII. Purpose of Submitting this Questionnaire**

\_\_\_\_ I/We wish to be considered for design, bid, and construction administration services for projects as described in this solicitation. I/We are a firm capable of providing services required from "beginning of design development to end of construction" for such projects, either with personnel directly employed by our firm or by utilizing personnel provided via a pre-established relationship with a sub-provider. I/We understand, if engaged, our firm will be tasked with providing "prime" contractor services for either a combination of design and construction administration or a combination of design, bid and construction administration. (A Service Authorization for only Construction Administration services will not be awarded except in very isolated special circumstances, if at all.)

**XIX. Certification and Signature**

As of this date the foregoing is a true statement of facts.      **Date:** \_\_\_\_\_

Office Submitting Information: \_\_\_\_\_

Submitted By: \_\_\_\_\_

Printed Name and Title of Submitter: \_\_\_\_\_



**ATTACHMENT IIIA. PERSONNEL**

Name \_\_\_\_\_  
Location \_\_\_\_\_  
Discipline (Arch, Engr, Struct., Mech., Elec., Plumb., etc.) CCA,CPA)  
Registration/License #: \_\_\_\_\_  
Years of Experience: \_\_\_\_\_ years  
As Principal in this firm: \_\_\_\_\_ years  
As Principal in another firm: \_\_\_\_\_ years  
As other than Principal: \_\_\_\_\_ years  
Experience in: Penal design \_\_\_\_\_ Remodeling \_\_\_\_\_  
Institutional Government Design Work \_\_\_\_\_

---

Name \_\_\_\_\_  
Location \_\_\_\_\_  
Discipline (Arch, Engr, Struct., Mech., Elec., Plumb. ,etc.) CCA,CPA)  
Registration/License #: \_\_\_\_\_  
Years of Experience: \_\_\_\_\_ years  
As Principal in this firm: \_\_\_\_\_ years  
As Principal in another firm: \_\_\_\_\_ years  
As other than Principal: \_\_\_\_\_ years  
Experience in: Penal design \_\_\_\_\_ Remodeling \_\_\_\_\_  
Institutional Government Design Work \_\_\_\_\_

---

Name \_\_\_\_\_  
Location \_\_\_\_\_  
Discipline (Arch, Engr, Struct., Mech., Elec., Plumb. ,etc.) CCA,CPA)  
Registration/License #: \_\_\_\_\_  
Years of Experience: \_\_\_\_\_ years  
As Principal in this firm: \_\_\_\_\_ years  
As Principal in another firm: \_\_\_\_\_ years  
As other than Principal: \_\_\_\_\_ years  
Experience in: Penal design \_\_\_\_\_ Remodeling \_\_\_\_\_  
Institutional Government Design Work \_\_\_\_\_

**ATTACHMENT IIIB. PERSONNEL**

Name \_\_\_\_\_  
Discipline (Arch, Engr, Struct., Mech., Elec., Plumb. ,etc.) CCA,CPA)  
Registration/License #: \_\_\_\_\_  
Years of Experience: \_\_\_\_\_ years  
As Associate in this firm: \_\_\_\_\_ years  
As Associate in another firm: \_\_\_\_\_ years  
As other than Associate: \_\_\_\_\_ years  
Experience in: Penal design \_\_\_\_\_ Remodeling \_\_\_\_\_  
Institutional Government Design Work \_\_\_\_\_

---

Name \_\_\_\_\_  
Discipline (Arch, Engr, Struct., Mech., Elec., Plumb. ,etc.) CCA,CPA)  
Registration/License #: \_\_\_\_\_  
Years of Experience: \_\_\_\_\_ years  
As Associate in this firm: \_\_\_\_\_ years  
As Associate in another firm: \_\_\_\_\_ years  
As other than Associate: \_\_\_\_\_ years  
Experience in: Penal design \_\_\_\_\_ Remodeling \_\_\_\_\_  
Institutional Government Design Work \_\_\_\_\_

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Name \_\_\_\_\_  
Discipline (Arch, Engr, Struct., Mech., Elec., Plumb. ,etc.) CCA,CPA)  
Registration/License #: \_\_\_\_\_  
Years of Experience: \_\_\_\_\_ years  
As Associate in this firm: \_\_\_\_\_ years  
As Associate in another firm: \_\_\_\_\_ years  
As other than Associate: \_\_\_\_\_ years  
Experience in: Penal design \_\_\_\_\_ Remodeling \_\_\_\_\_

**ATTACHMENT IIIC. PERSONNEL**

Name \_\_\_\_\_  
Discipline (Arch, Engr, Struct., Mech., Elec., Plumb. ,etc.) CCA,CPA)  
Registration/License #: \_\_\_\_\_  
Years of Experience: \_\_\_\_\_ years  
As Associate in this firm: \_\_\_\_\_ years  
As Associate in another firm: \_\_\_\_\_ years  
As other than Associate: \_\_\_\_\_ years  
Experience in: Penal design \_\_\_\_\_ Remodeling \_\_\_\_\_  
Institutional Government Design Work \_\_\_\_\_

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Name \_\_\_\_\_  
Discipline (Arch, Engr, Struct., Mech., Elec., Plumb. ,etc.) CCA,CPA)  
Registration/License #: \_\_\_\_\_  
Years of Experience: \_\_\_\_\_ years  
As Associate in this firm: \_\_\_\_\_ years  
As Associate in another firm: \_\_\_\_\_ years  
As other than Associate: \_\_\_\_\_ years  
Experience in: Penal design \_\_\_\_\_ Remodeling \_\_\_\_\_  
Institutional Government Design Work \_\_\_\_\_

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Name \_\_\_\_\_  
Discipline (Arch, Engr, Struct., Mech., Elec., Plumb. ,etc.) CCA,CPA)  
Registration/License #: \_\_\_\_\_  
Years of Experience: \_\_\_\_\_ years  
As Associate in this firm: \_\_\_\_\_ years  
As Associate in another firm: \_\_\_\_\_ years  
As other than Associate: \_\_\_\_\_ years  
Experience in: Penal design \_\_\_\_\_ Remodeling \_\_\_\_\_  
Institutional Government Design Work \_\_\_\_\_  
Institutional Government Design Work \_\_\_\_\_

**ATTACHMENT IIID. PERSONNEL**

Name \_\_\_\_\_  
Discipline (Arch, Engr, Struct., Mech., Elec., Plumb. ,etc.) CCA,CPA)  
Registration/License #: \_\_\_\_\_  
Years of Experience: \_\_\_\_\_ years  
As Associate in this firm: \_\_\_\_\_ years  
As Associate in another firm: \_\_\_\_\_ years  
As other than Associate: \_\_\_\_\_ years  
Experience in: Penal design \_\_\_\_\_ Remodeling \_\_\_\_\_  
Institutional Government Design Work \_\_\_\_\_

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Name \_\_\_\_\_  
Discipline (Arch, Engr, Struct., Mech., Elec., Plumb. ,etc.) CCA,CPA)  
Registration/License #: \_\_\_\_\_  
Years of Experience: \_\_\_\_\_ years  
As Associate in this firm: \_\_\_\_\_ years  
As Associate in another firm: \_\_\_\_\_ years  
As other than Associate: \_\_\_\_\_ years  
Experience in: Penal design \_\_\_\_\_ Remodeling \_\_\_\_\_  
Institutional Government Design Work \_\_\_\_\_

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Name \_\_\_\_\_  
Discipline (Arch, Engr, Struct., Mech., Elec., Plumb. ,etc.) CCA,CPA)  
Registration/License #: \_\_\_\_\_  
Years of Experience: \_\_\_\_\_ years  
As Associate in this firm: \_\_\_\_\_ years  
As Associate in another firm: \_\_\_\_\_ years  
As other than Associate: \_\_\_\_\_ years  
Experience in: Penal design \_\_\_\_\_ Remodeling \_\_\_\_\_  
Institutional Government Design Work \_\_\_\_\_  
Institutional Government Design Work \_\_\_\_\_

ATTACHMENT VI. CURRENT PROJECTS

| NAME AND TYPE OF PROJECT | LOCATION | NAME AND ADDRESS OF<br>OWNER<br>& CONTACT PERSON | ESTIMATED<br>CONSTRUCTION<br>COST | PERCENT COMPLETE |              |
|--------------------------|----------|--------------------------------------------------|-----------------------------------|------------------|--------------|
|                          |          |                                                  |                                   | DESIGN           | CONSTRUCTION |
|                          |          |                                                  |                                   |                  |              |
|                          |          |                                                  |                                   |                  |              |
|                          |          |                                                  |                                   |                  |              |
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|                          |          |                                                  |                                   |                  |              |
|                          |          |                                                  |                                   |                  |              |
|                          |          |                                                  |                                   |                  |              |
| TOTAL PROJECTS           |          |                                                  | TOTAL COSTS                       |                  |              |

**ATTACHMENT VII. COMPLETED PROJECTS**

| NAME AND TYPE OF PROJECT | LOCATION | YEAR CONST. COMPLETED | NAME AND ADDRESS OF OWNER & CONTACT PERSON | ESTIMATED CONSTRUCTION COST AT DESIGN COMPLETE | AMOUNT OF AWARDED CONSTRUCTION CONTRACT | FINAL CONSTRUCTION COST |
|--------------------------|----------|-----------------------|--------------------------------------------|------------------------------------------------|-----------------------------------------|-------------------------|
|                          |          |                       |                                            |                                                |                                         |                         |
|                          |          |                       |                                            |                                                |                                         |                         |
|                          |          |                       |                                            |                                                |                                         |                         |
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|                          |          |                       |                                            |                                                |                                         |                         |
|                          |          |                       |                                            |                                                |                                         |                         |
| <b>TOTAL PROJECTS</b>    |          |                       | <b>TOTAL COSTS</b>                         |                                                |                                         |                         |

**IVA. Provide number of staff at Firm for each category.**

| Principals in Charge, Project Managers, Design Professionals by Discipline, and related personnel at Firm:<br>(Edit as required.) | Home Office Location | Branch Office Location | Repeat Branch Office Location as required |
|-----------------------------------------------------------------------------------------------------------------------------------|----------------------|------------------------|-------------------------------------------|
| Principal in Charge                                                                                                               |                      |                        |                                           |
| Project Manager                                                                                                                   |                      |                        |                                           |
| Senior Architect                                                                                                                  |                      |                        |                                           |
| Mid Architect                                                                                                                     |                      |                        |                                           |
| Junior Architect                                                                                                                  |                      |                        |                                           |
| Architect Designer                                                                                                                |                      |                        |                                           |
| Sr. Landscape Architect/Planner                                                                                                   |                      |                        |                                           |
| Mid Landscape Architect/Planner                                                                                                   |                      |                        |                                           |
| Jr. Landscape Architect/Planner                                                                                                   |                      |                        |                                           |
| Senior MEP (PE)                                                                                                                   |                      |                        |                                           |
| Mid MEP (PE)                                                                                                                      |                      |                        |                                           |
| Junior MEP (EIT)                                                                                                                  |                      |                        |                                           |
| Senior Civil (PE)                                                                                                                 |                      |                        |                                           |
| Mid Civil (PE)                                                                                                                    |                      |                        |                                           |
| Junior Civil (EIT)                                                                                                                |                      |                        |                                           |
| Civil Designer                                                                                                                    |                      |                        |                                           |
| Senior Structure (PE)                                                                                                             |                      |                        |                                           |
| Mid Structure (PE)                                                                                                                |                      |                        |                                           |
| Junior Structure (EIT)                                                                                                            |                      |                        |                                           |
| Structural Design                                                                                                                 |                      |                        |                                           |
| Senior Roof                                                                                                                       |                      |                        |                                           |
| Mid Roof                                                                                                                          |                      |                        |                                           |
| Junior Roof                                                                                                                       |                      |                        |                                           |
| Roof Designer                                                                                                                     |                      |                        |                                           |
| Senior CADD                                                                                                                       |                      |                        |                                           |
| Mid CADD                                                                                                                          |                      |                        |                                           |
| Junior CADD                                                                                                                       |                      |                        |                                           |
| Other Design Professional                                                                                                         |                      |                        |                                           |
| Inspector                                                                                                                         |                      |                        |                                           |
| Surveyors                                                                                                                         |                      |                        |                                           |
| Construction Administration                                                                                                       |                      |                        |                                           |
| Estimator                                                                                                                         |                      |                        |                                           |
| Specification Writer                                                                                                              |                      |                        |                                           |
| Clerical/Administration                                                                                                           |                      |                        |                                           |

**IVB. Provide number of staff at sub-provider firm, if applicable, for each category. (Provide separate form for each sub-provider firm.)**

| Project Managers, Design Professionals by Discipline, and related personnel at sub-provider firm:<br>(Edit as required.) | Home Office Location | Branch Office Location | Repeat Branch Office Location as required |
|--------------------------------------------------------------------------------------------------------------------------|----------------------|------------------------|-------------------------------------------|
| Principal in Charge                                                                                                      |                      |                        |                                           |
| Project Manager                                                                                                          |                      |                        |                                           |
| Senior Architect                                                                                                         |                      |                        |                                           |
| Mid Architect                                                                                                            |                      |                        |                                           |
| Junior Architect                                                                                                         |                      |                        |                                           |
| Architect Designer                                                                                                       |                      |                        |                                           |
| Sr. Landscape Architect/Planner                                                                                          |                      |                        |                                           |
| Mid Landscape Architect/Planner                                                                                          |                      |                        |                                           |
| Jr. Landscape Architect/Planner                                                                                          |                      |                        |                                           |
| Senior MEP (PE)                                                                                                          |                      |                        |                                           |
| Mid MEP (PE)                                                                                                             |                      |                        |                                           |
| Junior MEP (EIT)                                                                                                         |                      |                        |                                           |
| Senior Civil (PE)                                                                                                        |                      |                        |                                           |
| Mid Civil (PE)                                                                                                           |                      |                        |                                           |
| Junior Civil (EIT)                                                                                                       |                      |                        |                                           |
| Civil Designer                                                                                                           |                      |                        |                                           |
| Senior Structure (PE)                                                                                                    |                      |                        |                                           |
| Mid Structure (PE)                                                                                                       |                      |                        |                                           |
| Junior Structure (EIT)                                                                                                   |                      |                        |                                           |
| Structural Design                                                                                                        |                      |                        |                                           |
| Senior Roof                                                                                                              |                      |                        |                                           |
| Mid Roof                                                                                                                 |                      |                        |                                           |
| Junior Roof                                                                                                              |                      |                        |                                           |
| Roof Designer                                                                                                            |                      |                        |                                           |
| Senior CADD                                                                                                              |                      |                        |                                           |
| Mid CADD                                                                                                                 |                      |                        |                                           |
| Junior CADD                                                                                                              |                      |                        |                                           |
| Other Design Professional                                                                                                |                      |                        |                                           |
| Inspector                                                                                                                |                      |                        |                                           |
| Surveyors                                                                                                                |                      |                        |                                           |
| Construction Administration                                                                                              |                      |                        |                                           |
| Estimator                                                                                                                |                      |                        |                                           |
| Specification Writer                                                                                                     |                      |                        |                                           |
| Clerical/Administration                                                                                                  |                      |                        |                                           |



**Texas Department of Criminal Justice**  
**Non-Employee Background Questionnaire**

**This information is needed for TDCJ to conduct a criminal history check to determine whether access to TDCJ units and departments should be approved. All questions shall be answered in full.**

**NOTE TO APPLICANT:** With few exceptions, you are entitled upon request: (1) to be informed about the information the TDCJ collects about you; and (2) under Texas Government Code §§ 552.021 and 552.023, to receive and review the collected information. Under Texas Government Code § 559.004, you are also entitled to request, in accordance with the TDCJ procedures, that incorrect information the TDCJ has collected about you be corrected.

1. Name: \_\_\_\_\_ 2. Social Security No.: \_\_\_\_\_  
Last First Middle  
 (As it appears on your Social Security Card)
3. Mailing Address: \_\_\_\_\_  
Street City State Zip
4. Date of Birth: \_\_\_\_\_ 5. Place of Birth: \_\_\_\_\_  
(MM/DD/YYYY) City State
6. Driver License No.: \_\_\_\_\_ State: \_\_\_\_\_ 7. Phone No.: ( ) \_\_\_\_\_
8. Other names used (maiden, alias, nicknames): \_\_\_\_\_
9. Sex: Male ☐ Female ☐ 10. E-mail Address: \_\_\_\_\_
11. Ethnic Origin: White ☐ Black ☐ Hispanic ☐ Asian/Pac. Islander ☐ Am. Ind/Alaskan ☐ Other ☐
- 12a. Have you previously been employed by TDCJ or worked in a TDCJ facility on a contract basis? Yes ☐ No ☐  
 If yes, give unit(s)/department(s), position(s) held, and dates: \_\_\_\_\_
- 12b. Have you engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility, or other institution?  
☐ Yes ☐ No
- 12c. Have you been convicted of engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse? Yes ☐ No ☐
- 12d. Have you been civilly or administratively adjudicated to have engaged in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse? Yes ☐ No ☐
13. Are you related to any **employee** or **contract employee** of TDCJ? Yes ☐ No ☐ Unknown ☐  
 If yes, list name, relationship, and unit/department of assignment: \_\_\_\_\_
- 14a. Are you or any immediate member of your family (to include, but not limited to parent, brother, sister, spouse, or child) related to any TDCJ **offender** (incarcerated or on parole)? Yes ☐ No ☐ Unknown ☐  
 If yes, provide the name of the offender(s): \_\_\_\_\_
- 14b. Are you now or have you ever been involved in a spousal relationship with a TDCJ **offender** (incarcerated or on parole)?  
 This includes marriage, common-law marriage, lived together, or had a child together. Yes ☐ No ☐  
 If yes, provide the name of the offender(s): \_\_\_\_\_
- 14c. Do you have a current business partnership or gang association with a current TDCJ **offender** (incarcerated or on parole)?  
 Yes ☐ No ☐ If yes, provide the name of the offender(s): \_\_\_\_\_
- 14d. Are you on a current TDCJ offender's visitation list? Yes ☐ No ☐ If yes, provide the name of the offender(s): \_\_\_\_\_
- 14e. Have you corresponded in the last year with a current TDCJ offender? Yes ☐ No ☐ If yes, provide the name of the offender(s): \_\_\_\_\_

**NOTE:**

- If you answered yes to Question 14a, b, c, d, or e above, you are required to complete and submit a PERS 282A, Additional Offender Information. The PERS 282A form is available from the TDCJ website at [www.tdcj.texas.gov](http://www.tdcj.texas.gov).
- If you have a personal relationship with an offender, who is not a relative, be sure to read the "Offender Relationships" paragraph on Page 3 of this questionnaire.

(Continued on Page 2)

**IMPORTANT**

Read the definition of conviction in Question 17. When answering questions 15 through 17, **do not include:** 1) any violation of law committed before your 17th birthday, if the final decision was made in juvenile court or under a youth offender law; 2) any conviction whose record was expunged under federal or state law; 3) minor traffic violations. **DWI, DUI, Open Container, and Driving While License Suspended** are not minor traffic violations and shall be listed.

15. Do you have any criminal charges currently pending? Yes ☐ No ☐

If yes, please explain: \_\_\_\_\_

16. Are you on parole or probation, deferred adjudication, or under a pre-trial diversion agreement? Yes ☐ No ☐

If yes, please explain: \_\_\_\_\_

17. Have you ever been convicted of a crime (misdemeanor or felony)? Yes ☐ No ☐ If yes, list each one below.

Attach an additional page if necessary. **Include those that may not appear on your record at this time.**

**Important:** For purposes of contract employment with TDCJ, convictions include sentenced to confinement, paid fine, time served, placed on probation (includes **deferred adjudication**), and court ordered restitution. See Falsification Policy on Page 3 of this questionnaire.

| Date | Felony or Misdemeanor | Offense | Offense Class | City & State | Punishment |
|------|-----------------------|---------|---------------|--------------|------------|
|      |                       |         |               |              |            |
|      |                       |         |               |              |            |
|      |                       |         |               |              |            |
|      |                       |         |               |              |            |
|      |                       |         |               |              |            |

**DOCUMENT REQUIREMENTS:** You are required to provide with this questionnaire a **disposition** for each criminal charge you reported in Question 15, 16, and 17 above. A disposition is a statement of the charge, date, and the results of the case. If the charge was dismissed, the disposition shall state the reason for dismissal. Dispositions can normally be obtained from the **clerk of the court** having jurisdiction over the case.

18. Are you now or have you ever been a member of a street gang? Yes ☐ No ☐

Are you now or have you ever been a member of or affiliated with an organization promoting racial, ethnic, or gender superiority or separation, independence from governmental laws and regulations, or overthrow of the United States Government?

Yes ☐ No ☐

If you answered yes to either of these questions, provide the following information:

a. Name of the organization and dates of membership: \_\_\_\_\_

b. Position or positions you held in the organization: \_\_\_\_\_

c. Arrests and/or convictions resulting from your activities as a member: \_\_\_\_\_

19. Do you have any tattoos or markings on your body signifying membership or affiliation with a street gang or associated with organizations promoting racial, ethnic, or gender superiority or separation, independence from governmental laws and regulations, or overthrow of the United States Government? Yes ☐ No ☐

If yes, provide a description and location of those tattoos or markings: \_\_\_\_\_

(Continued on Page 3)

**FALSIFICATION POLICY**

It is important that contract employee applicants provide accurate information in this questionnaire. **Failure to list any criminal conviction or other important information, such as prior employment with TDCJ or offender relationships, is considered falsification of the questionnaire and results in disqualification for contract employment access to TDCJ facilities for one year.**

As a criminal justice TDCJ, it is very important that we know if an applicant has a criminal record. In most cases, a criminal record does not disqualify you for access to TDCJ facilities. However, falsification of the questionnaire always disqualifies you, regardless of how well qualified you are otherwise.

**What convictions shall be listed?** All convictions handled in adult court shall be listed, no matter when or where they occurred. In Texas, if you are 17 years old or older, the case is always handled in adult court. If you are under 17, it still may be handled in adult court. As an exception, you are not required to list convictions for minor traffic violations. Examples of minor traffic violations are speeding, running stop signs, and no seat belts. Examples of crimes which are not minor traffic violations and shall be listed are DWI, DUI, Hit and Run, Assault with a Motor Vehicle, Reckless Driving, Open Container, and Driving While License is Suspended. Convictions that have been **expunged** under state or federal law do not have to be listed. Expunged means a judge signed an order directing all agencies with a record of the arrest and conviction destroy those records (this is not the same as a deferred adjudication, explained below).

**What is a conviction?** For TDCJ purposes, a conviction is a judgement or a verdict, a plea of guilty or nolo contendere, and/or a judicial finding of guilt substantiated by the evidence, which results in the payment of fines, forfeiture of collateral or bond, restitution, **deferred adjudication**, probation, community supervision, confinement, suspended sentence, or any other penalty imposed by a court of law or agreed upon by the accused. This includes instances where a pardon or a reprieve has been granted for any reason other than proof of innocence. **If you have a case handled by deferred adjudication, it shall be listed in your application, regardless of whether you think it is still on record.** On the other hand, a pre-trial diversion agreement is not considered a conviction for the purpose of employment with TDCJ and does not need to be included on your application.

**Military Convictions.** Convictions by court martial for criminal offenses shall also be listed.

**Failure to Appear.** If you were convicted of a routine traffic violation or other offense and did not pay the ticket on time or failed to appear to court, you may have been charged with and convicted of Failure to Appear. Failure to Appear is a separate crime and shall be listed.

**Questions.** If you have any questions concerning what shall be listed in this questionnaire, it is recommended you contact the Human Resources Division in Huntsville at (936) 437-3126 **before** you submit this questionnaire.

**OFFENDER RELATIONSHIPS:** TDCJ employees and contract employees with access to TDCJ facilities are prohibited from maintaining or developing a personal relationship with an offender who is not related to the employee. Prohibited relationships include those involving cohabitation, sexual misconduct, or actions that jeopardize or have the potential to jeopardize the security of the TDCJ. This means employees and contract employees may not have personal contact or relationships with offenders currently incarcerated or on parole outside of their official duties if this contact or relationship would jeopardize or has the potential to jeopardize the security of the TDCJ. Prohibited contact includes living together, writing letters or notes, telephone contact, visitation, and depositing funds into an offender's Inmate Trust Fund (ITF) account. If an employee or contract employee was once married to an offender or had a child together with an offender, employee contact with the offender may be limited to that which is ordered by the Court. As a condition of contract employment with TDCJ, contract employees with prohibited relationships shall sever those relationships. Sever means to cease any and all cohabitation, intimate encounters, verbal or written communications, visitation, or other prohibited contact. Continuation of a prohibited relationship after contract employment with TDCJ may result in denial of access to TDCJ facilities, if the TDCJ determines the relationship jeopardizes or has the potential to jeopardize the security of the TDCJ.

**ADDITIONAL INFORMATION:** All applicants, who may have contact with offenders, are ineligible for employment if they have committed any activity described in questions 12b, 12c, 12d.

**CERTIFICATION:** I certify that I have read and understand the above explanation of the TDCJ Policy on Falsification and Offender Relationships. I further certify that my answers on this questionnaire are true, complete and correct to the best of my knowledge and I have not evaded or omitted any part thereof to reflect an untruth. I understand falsification constitutes grounds for refusing or terminating access to TDCJ units and departments.

**DUTY TO DISCLOSE:** I hereby acknowledge that I have a duty to disclose any sexual misconduct during the term of my employment. I further acknowledge that I have a duty to disclose any misconduct on my part while working for previous employers.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

|                                                                                                                  |                     |        |                           |  |
|------------------------------------------------------------------------------------------------------------------|---------------------|--------|---------------------------|--|
| <b>EXHIBIT J.12<br/>COST ESTIMATE FORM</b>                                                                       | TDCJ UNIT:          |        | CONTRACT & SA NO.         |  |
|                                                                                                                  | CITY:               |        | COUNTY:                   |  |
| PROJECT NAME/DESC.:                                                                                              |                     |        | SCHEDULE (Calendar Days): |  |
| <b><u>BASIC SERVICES</u></b>                                                                                     |                     |        |                           |  |
| <b><u>1st Technical Review Phase:</u></b>                                                                        |                     |        |                           |  |
| Task 1                                                                                                           | Rate <sup>1</sup> : | Hours: | Extention:                |  |
| Resource 1 (e.g. Mech. P.E., Elect EIT, or clerical)                                                             |                     |        |                           |  |
| Resource 2                                                                                                       |                     |        |                           |  |
| Resource 3                                                                                                       |                     |        |                           |  |
| Resource 4                                                                                                       |                     |        |                           |  |
| Task 2                                                                                                           |                     |        |                           |  |
| Resource 1                                                                                                       |                     |        |                           |  |
| Resource 2                                                                                                       |                     |        |                           |  |
| Resource 3                                                                                                       |                     |        |                           |  |
| Resource 4                                                                                                       |                     |        |                           |  |
| Task X (Repeat as needed)                                                                                        |                     |        |                           |  |
| Review Meeting: (Include travel time.)                                                                           |                     |        |                           |  |
| Resource 1                                                                                                       |                     |        |                           |  |
| Resource 2                                                                                                       |                     |        |                           |  |
| Resource 3                                                                                                       |                     |        |                           |  |
| Resource 4                                                                                                       |                     |        |                           |  |
| <b>A. 1st Tech Review phase progress payment: (payable upon return of 1st Tech Review comments to Firm)</b>      |                     |        |                           |  |
| <b><u>Pre-Final Technical Review Phase:</u></b>                                                                  |                     |        |                           |  |
| Task 1                                                                                                           | Rate:               | Hours: | Extention:                |  |
| Resource 1                                                                                                       |                     |        |                           |  |
| Resource 2                                                                                                       |                     |        |                           |  |
| Resource 3                                                                                                       |                     |        |                           |  |
| Resource 4                                                                                                       |                     |        |                           |  |
| Task 2                                                                                                           |                     |        |                           |  |
| Resource 1                                                                                                       |                     |        |                           |  |
| Resource 2                                                                                                       |                     |        |                           |  |
| Resource 3                                                                                                       |                     |        |                           |  |
| Resource 4                                                                                                       |                     |        |                           |  |
| Task X (Repeat as needed)                                                                                        |                     |        |                           |  |
| Review Meeting: (Include travel time.)                                                                           |                     |        |                           |  |
| Resource 1                                                                                                       |                     |        |                           |  |
| Resource 2                                                                                                       |                     |        |                           |  |
| Resource 3                                                                                                       |                     |        |                           |  |
| Resource 4                                                                                                       |                     |        |                           |  |
| <b>B. Pre-Final Tech Review progress payment: (payable upon return of 1st Technical Review comments to Firm)</b> |                     |        |                           |  |

|                                                                                                                                                   |            |                           |            |
|---------------------------------------------------------------------------------------------------------------------------------------------------|------------|---------------------------|------------|
| <b>EXHIBIT J.12<br/>COST ESTIMATE FORM</b>                                                                                                        | TDCJ UNIT: | CONTRACT & SA NO.         |            |
|                                                                                                                                                   | CITY:      | COUNTY:                   |            |
| PROJECT NAME/DESC.:                                                                                                                               |            | SCHEDULE (Calendar Days): |            |
| <b><u>Final Technical Review Phase:</u></b>                                                                                                       |            |                           |            |
| <u>Task 1</u>                                                                                                                                     | Rate:      | Hours:                    | Extention: |
| Resource 1                                                                                                                                        |            |                           |            |
| Resource 2                                                                                                                                        |            |                           |            |
| Resource 3                                                                                                                                        |            |                           |            |
| Resource 4                                                                                                                                        |            |                           |            |
| <u>Task 2</u>                                                                                                                                     |            |                           |            |
| Resource 1                                                                                                                                        |            |                           |            |
| Resource 2                                                                                                                                        |            |                           |            |
| Resource 3                                                                                                                                        |            |                           |            |
| Resource 4                                                                                                                                        |            |                           |            |
| <u>Task X (Repeat as needed)</u>                                                                                                                  |            |                           |            |
| <u>Review Meeting: (Include travel time.)</u>                                                                                                     |            |                           |            |
| Resource 1                                                                                                                                        |            |                           |            |
| Resource 2                                                                                                                                        |            |                           |            |
| Resource 3                                                                                                                                        |            |                           |            |
| Resource 4                                                                                                                                        |            |                           |            |
| <b>C. Final Review Phase progress payment: (payable upon return of Final Technical Review comments to A/E)</b>                                    |            |                           |            |
| <b><u>Contractual Review Phase: (Contract Construction ONLY) (OMIT for Construction by Maint.)</u></b>                                            |            |                           |            |
| <u>Task X:</u>                                                                                                                                    | Rate:      | Hours:                    | Extention: |
| Resource 1                                                                                                                                        |            |                           |            |
| Resource 2                                                                                                                                        |            |                           |            |
| Resource 3                                                                                                                                        |            |                           |            |
| Resource 4                                                                                                                                        |            |                           |            |
| <b>D. Contractual Review Phase progress payment (Contract Construction ONLY):<br/>(PAYABLE UPON RETURN OF Contractual Review comments to A/E)</b> |            |                           |            |
| <b><u>Construction Documents Phase: (Signed/Sealed Documents)</u></b>                                                                             |            |                           |            |
| <u>Task X:</u>                                                                                                                                    | Rate:      | Hours:                    | Extention: |
| Resource 1                                                                                                                                        |            |                           |            |
| Resource 2                                                                                                                                        |            |                           |            |
| Resource 3                                                                                                                                        |            |                           |            |
| Resource 4                                                                                                                                        |            |                           |            |
| <b>E. Construction Documents Phase progress payment: (Payable upon successful conclusion of Owner Review.)</b>                                    |            |                           |            |

|                                                                                         |            |                                                    |            |
|-----------------------------------------------------------------------------------------|------------|----------------------------------------------------|------------|
| <b>EXHIBIT J.12<br/>COST ESTIMATE FORM</b>                                              | TDCJ UNIT: | CONTRACT & SA NO.                                  |            |
|                                                                                         | CITY:      | COUNTY:                                            |            |
| PROJECT NAME/DESC.:                                                                     |            | SCHEDULE (Calendar Days):                          |            |
| <b><u>Bid Phase: (Contract Construction ONLY) (OMIT for Construction by Maint.)</u></b> |            |                                                    |            |
| Document Prep:                                                                          | Rate:      | Hours:                                             | Extention: |
| Resource 1                                                                              |            |                                                    |            |
| Resource 2                                                                              |            |                                                    |            |
| Resource 3                                                                              |            |                                                    |            |
| Resource 4                                                                              |            |                                                    |            |
| <u>Pre-Bid Meeting: (Include travel time.)</u>                                          |            |                                                    |            |
| Resource 1                                                                              |            |                                                    |            |
| Resource 2                                                                              |            |                                                    |            |
| Resource 3                                                                              |            |                                                    |            |
| Resource 4                                                                              |            |                                                    |            |
| Resource 5                                                                              |            |                                                    |            |
| Task X (Repeat as needed)                                                               |            |                                                    |            |
| <u>Respond to Questions/Issue Addendums:</u>                                            |            |                                                    |            |
| Resource 1                                                                              |            |                                                    |            |
| Resource 2                                                                              |            |                                                    |            |
| Resource 3                                                                              |            |                                                    |            |
| Resource 4                                                                              |            |                                                    |            |
| F. Bid Phase progress payment:(payable upon award of construction contract)             |            |                                                    |            |
| <b><u>Construction Administration Phase:</u></b>                                        |            |                                                    |            |
| <b>Estimated Costruction Duration:</b>                                                  |            | days                                               |            |
| <u>Pre-Construction Meeting:</u>                                                        | Rate:      | Hours:                                             | Extention: |
| Resource 1                                                                              |            |                                                    |            |
| Resource 2                                                                              |            |                                                    |            |
| Resource 3                                                                              |            |                                                    |            |
| Resource 4                                                                              |            |                                                    |            |
| <u>Monthly Construction Meetings:</u>                                                   |            |                                                    |            |
| # of days/30 - 2 = No. of monthly meetings:                                             |            | If calculation results in a fraction,<br>round up. |            |
| Resource 1                                                                              |            |                                                    |            |
| Resource 2                                                                              |            |                                                    |            |
| Resource 3                                                                              |            |                                                    |            |
| Resource 4                                                                              |            |                                                    |            |

|                                                                                                                                             |            |  |                           |   |
|---------------------------------------------------------------------------------------------------------------------------------------------|------------|--|---------------------------|---|
| <b>EXHIBIT J.12<br/>COST ESTIMATE FORM</b>                                                                                                  | TDCJ UNIT: |  | CONTRACT & SA NO.         |   |
|                                                                                                                                             | CITY:      |  | COUNTY:                   |   |
| PROJECT NAME/DESC.:                                                                                                                         |            |  | SCHEDULE (Calendar Days): |   |
| <b>Special Requirement On-site Inspections (If required):</b>                                                                               |            |  |                           |   |
| <b># of Inspections required based on construction duration:</b>                                                                            |            |  |                           |   |
| Resource 1                                                                                                                                  |            |  |                           |   |
| Resource 2                                                                                                                                  |            |  |                           |   |
| Resource 3                                                                                                                                  |            |  |                           |   |
| Resource 4                                                                                                                                  |            |  |                           |   |
| <b>Pre-Final Inspection: (Include travel time.)</b>                                                                                         |            |  |                           |   |
| Resource 1                                                                                                                                  |            |  |                           |   |
| Resource 2                                                                                                                                  |            |  |                           |   |
| Resource 3                                                                                                                                  |            |  |                           |   |
| Resource 4                                                                                                                                  |            |  |                           |   |
| <b>Final Inspection: (Include travel time.)</b>                                                                                             |            |  |                           |   |
| Resource 1                                                                                                                                  |            |  |                           |   |
| Resource 2                                                                                                                                  |            |  |                           |   |
| Resource 3                                                                                                                                  |            |  |                           |   |
| Resource 4                                                                                                                                  |            |  |                           |   |
| <b>Review/Certification of AS-BUILT DRAWINGS:</b>                                                                                           |            |  |                           |   |
| Resource 1                                                                                                                                  |            |  |                           |   |
| Resource 2                                                                                                                                  |            |  |                           |   |
| Resource 3                                                                                                                                  |            |  |                           |   |
| Resource 4                                                                                                                                  |            |  |                           |   |
| <b>G. Construction Administration Total:</b><br>(% of Construction Administration Total will be approved based on % construction complete.) |            |  |                           |   |
| <b>TOTAL MAN-HOURS:</b>                                                                                                                     |            |  |                           |   |
| <b>BASIC SERVICES TOTAL (EXHIBIT J.3):</b>                                                                                                  |            |  | \$                        | - |

|                                                                                                   |                                                                       |                                        |                   |
|---------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------|----------------------------------------|-------------------|
| <b>EXHIBIT J.12<br/>COST ESTIMATE FORM</b>                                                        |                                                                       | TDCJ UNIT:                             | CONTRACT & SA NO. |
|                                                                                                   |                                                                       | CITY:                                  | COUNTY:           |
| PROJECT NAME/DESC.:                                                                               |                                                                       | SCHEDULE (Calendar Days):              |                   |
| <b>ADDITIONAL SERVICES &amp; REIMBURSABLE EXPENSES (as described in proposal letter, per C16)</b> |                                                                       |                                        |                   |
| AS<br>Number                                                                                      | DESCRIPTION OF SERVICES/EXPENSES                                      |                                        | \$ AMOUNT         |
| AS-1                                                                                              | Additional hours for additional site visits                           |                                        |                   |
| AS-2                                                                                              | Surveyor                                                              |                                        |                   |
| AS-3                                                                                              | Geotechnical Engineer                                                 |                                        |                   |
| AS-4                                                                                              | Owner requested services of _____                                     |                                        |                   |
| AS-5                                                                                              | Misc.                                                                 |                                        |                   |
| AS-6                                                                                              | Sign graphics                                                         |                                        |                   |
| AS-7                                                                                              | Plotting, Reproducing, & Mailing Docs (Design Review(s) & Bid/Const.) |                                        |                   |
| AS-8                                                                                              | Travel expenses (for both Basic Services and AS-1)                    |                                        |                   |
| <b>TOTAL (EXHIBIT J.4):</b>                                                                       |                                                                       | \$                                     | -                 |
| <b>ESTIMATED TRIPS</b>                                                                            |                                                                       |                                        |                   |
| BASIC SERVICES                                                                                    |                                                                       | Total Number of Trips                  |                   |
| ADDITIONAL SERVICES                                                                               |                                                                       | Total Number of Trips                  |                   |
| A/E FIRM<br>NAME AND ADDRESS:                                                                     |                                                                       | <b>TOTAL COST TO STATE (J.3 + J.4)</b> |                   |
|                                                                                                   |                                                                       |                                        |                   |
|                                                                                                   |                                                                       | DATE:                                  |                   |
| PREPARED BY<br>(Signature and Title)                                                              |                                                                       | APPROVED BY (Signature and Title)      |                   |



## Project Schedule

(Schedule is shown in Calendar Days)

**Unit:** \_\_\_\_\_ **Project:** \_\_\_\_\_ **MWR #** \_\_\_\_\_

| <u>Task</u>                                                                                      |                                             | <u>Duration</u>   | <u>Start</u> | <u>Finish</u> |
|--------------------------------------------------------------------------------------------------|---------------------------------------------|-------------------|--------------|---------------|
| <b>First Technical Review Phase</b>                                                              |                                             |                   |              |               |
|                                                                                                  | Submit First Technical Review Documents     | days <sup>1</sup> |              |               |
|                                                                                                  | Department Review – First Technical         | days <sup>2</sup> |              |               |
| <b>Pre-Final Technical Review Phase</b>                                                          |                                             |                   |              |               |
|                                                                                                  | Submit Pre-Final Technical Review Documents | days <sup>1</sup> |              |               |
|                                                                                                  | Department Review – Pre-Final Technical     | days <sup>2</sup> |              |               |
| <b>Final Technical Review Phase</b>                                                              |                                             |                   |              |               |
|                                                                                                  | Submit Final Technical Review Documents     | days <sup>1</sup> |              |               |
|                                                                                                  | Department Review – Final Technical         | days <sup>2</sup> |              |               |
| <b>Contractual Review Phase (Contract Construction Only) (Omit for Maintenance Construction)</b> |                                             |                   |              |               |
|                                                                                                  | Submit Contractual Review Documents         | days <sup>1</sup> |              |               |
|                                                                                                  | Department Review – Contractual             | days <sup>2</sup> |              |               |
| <b>Construction Documents Phase (Signed and Sealed) (IFB/IFC)</b>                                |                                             |                   |              |               |
|                                                                                                  | Submit Construction Documents               | days <sup>1</sup> |              |               |
|                                                                                                  | Department Review – IFB/IFC                 | days <sup>2</sup> |              |               |
| <b>Total</b>                                                                                     |                                             | <b>days</b>       |              |               |
| <b>Bid Phase (Contract Construction Only) (Omit for Maintenance Construction)</b>                |                                             |                   |              |               |
|                                                                                                  | Bid                                         | days <sup>2</sup> |              |               |
|                                                                                                  | Award                                       | days <sup>2</sup> |              |               |
| <b>SubTotal</b>                                                                                  |                                             | <b>days</b>       |              |               |
| <b>Construction Administration</b>                                                               |                                             |                   |              |               |
|                                                                                                  | Construction                                | days <sup>1</sup> |              |               |
|                                                                                                  | Project Closeout                            | days <sup>2</sup> |              |               |
| <b>SubTotal</b>                                                                                  |                                             | <b>days</b>       |              |               |
| <b>Total</b>                                                                                     |                                             | <b>days</b>       |              |               |

<sup>1</sup>to be completed by Firm.

<sup>2</sup>to be completed by the Department.

**Firm Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

|                                                                                   |         |
|-----------------------------------------------------------------------------------|---------|
| Contract Firm Project Manager                                                     |         |
| Name:                                                                             | Phone:  |
|                                                                                   | E-mail: |
| Contract Firm Principal in Charge (One organization level above Project Manager): |         |
| Name:                                                                             | Phone:  |
|                                                                                   | E-mail: |

## SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

(NOTE TO OFFEROR: RESPONSES MUST BE SUBMITTED ON THESE ORIGINAL FORMS, AS THEY BECOME, AND ARE INCORPORATED BY REFERENCE, PART OF THE CONTRACT FOR THE AWARDED CONTRACTOR)

### K.1 HISTORICALLY UNDERUTILIZED BUSINESS (HUB) REPRESENTATION

#### K.1.1 Definition

- A. "Historically Underutilized Business" means an entity with its principal place of business in this State that is:
1. A corporation formed for the purpose of making a profit in which fifty-one percent (51%) or more of all classes of the shares of stock or other equitable securities are owned by one or more economically disadvantaged persons who have a proportionate interest and actively participate in the corporation's control, operation and management;
  2. A sole proprietorship created for the purpose of making a profit that is completely owned, operated and controlled by an economically disadvantaged person;
  3. A partnership formed for the purpose of making a profit in which fifty-one percent (51%) or more of the assets and interest in the partnership are owned by one or more economically disadvantaged persons who have a proportionate interest and actively participate in the partnership's control, operation, and management;
  4. A joint venture in which each entity in the venture is a HUB, as determined under another paragraph of this subdivision; or
  5. A supplier contract between a HUB as determined under another paragraph of this subdivision and a prime offeror under which the HUB is directly involved in the manufacture or distribution of the goods or otherwise warehouses and ships the goods.
- B. "Economically disadvantaged person" means a person who is economically disadvantaged because of the person's identification as a member of a certain group including Black Americans, Hispanic Americans, Women, Asian Pacific Americans, Native Americans and Service-Disabled Veterans, who has suffered the effects of discriminatory practices or other similar insidious circumstances over which the person has no control.

#### K.1.2 Representation

The Offeror represents and certifies as part of its proposal that it [ ] is, or [ ] is not, a HUB certified by the Statewide Support Services Division.

### K.2 CHILD SUPPORT REPRESENTATION

- A. Under Texas Family Code, Section 231.006, a child support obligor who is more than thirty (30) Days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder or owner with an ownership interest of at least twenty-five percent (25%) is not eligible to receive payments from State funds under a Contract to provide property, materials or services.

- B. Governmental entities and any business entity, including a non-profit corporation, that does not have a majority shareholder who is a natural person capable of being a child support obligor, are not subject to Texas Family Code, Section 231.006.

Check ONE:

\_\_\_\_\_ Offeror DOES NOT have a sole proprietor, majority stockholder or substantial owner who is a natural person capable of being a child support obligor therefore IS NOT subject to Texas Family Code, Section 231.006.

\_\_\_\_\_ Offeror DOES have a sole proprietor, majority stockholder or substantial owner who is a natural person capable of being a child support obligor therefore IS subject to Texas Family Code, Section 231.006.

If subject to Texas Family Code, Section 231.006, a proposal must include names and social security numbers of each person with at least a twenty-five (25%) percent ownership of the business entity submitting a proposal.

|            |       |            |       |
|------------|-------|------------|-------|
| _____      | _____ | _____      | _____ |
| Print Name | SSN   | Print Name | SSN   |

|            |       |            |       |
|------------|-------|------------|-------|
| _____      | _____ | _____      | _____ |
| Print Name | SSN   | Print Name | SSN   |

Offeror certifies that the individual or business entity named in this proposal is not ineligible to receive the specified Payments and acknowledges that any resultant Contract may be terminated and Payment may be withheld if this certification is inaccurate.

### K.3 FRANCHISE TAX REPRESENTATION

The Offeror represents and certifies, as part of its proposal, that it is not currently delinquent in the payment of any franchise tax owed the State of Texas.

### K.4 TYPE OF BUSINESS ORGANIZATION

The Offeror, by checking the applicable box, represents that:

- A. It operates as ☐ a corporation incorporated under the laws of the State of \_\_\_\_\_, ☐ an individual, ☐ a partnership, ☐ a nonprofit organization or ☐ a joint venture; or
- B. If the Offeror is a foreign entity, it operates as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation, registered for business in \_\_\_\_\_ (country).

### K.5 PREFERENCE CLAIM

In accordance with Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter C, Rule 20.38, the Offeror shall check below if claiming a preference. If the appropriate line is not marked, a preference will not be granted unless other documents included in the proposal show a right to the preference.

**K.5.1 Source and Specification Preferences**

- ☐ Products of persons with mental or physical disabilities.
- ☐ Products made of recycled, remanufactured, or environmental sensitive materials including recycled steel.
- ☐ Energy efficient products.
- ☐ Rubberized asphalt paving material.
- ☐ Recycled motor oil and lubricants.

**K.5.2 Tie-Bid Preferences**

- ☐ Goods produced or offered by a Texas Bidder that is owned by a Texas Resident Service-Disabled Veteran.\*
- ☐ Goods produced in Texas or offered by a Texas Bidder that is not owned by a Texas Resident Service-Disabled Veteran.\*
- ☐ Agricultural products produced or grown in Texas.
- ☐ Agricultural products or services offered by Texas Bidders.\*
- ☐ Services offered by a Texas Bidder that is owned by a Texas Resident Service-Disabled Veteran.\*
- ☐ Services offered by a Texas Bidder that is not owned by a Texas Resident Service-Disabled Veteran.\*
- ☐ Texas Vegetation Native to the Region.
- ☐ USA produced supplies, materials, equipment or agricultural products.

**K.5.3 Additional Preferences**

- ☐ Products produced at facilities located on formerly contaminated property.
- ☐ Products and services from economically depressed or blighted areas.
- ☐ Vendors that meet or exceed air quality standards.
- ☐ Recycled or reused computer equipment of other manufacturers.
- ☐ Foods of higher nutritional value (for consumption in a public cafeteria only).

\*By signing this proposal, the Offeror certifies that if a Texas address is shown as the address of the Contractor, the Contractor qualifies as a Texas Resident Bidder as defined in Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter C, Rule 20.32 (68).

**K.6 REPRESENTATIONS OF OFFEROR**

The Offeror represents and warrants to and for the benefit of the Department, with the intent that the Department will rely thereon for the purposes of entering into this Contract, as follows:

**K.6.1 Organization and Qualification**

If the Offeror operates as a corporation incorporated under the laws of any state outside Texas, it is duly qualified to do business as a foreign corporation in good standing in Texas.

**K.6.2 Authorization**

This Contract has been duly authorized, executed and delivered by the Offeror and, assuming due execution and delivery by the Department, constitutes a legal, valid and binding agreement enforceable against the Offeror in accordance with its terms.

**K.6.3 No Violation of Agreements, Articles of Incorporation or Bylaws**

The consummation of the transactions contemplated by this Contract and the fulfillment of the terms hereof will not conflict with, or result in a breach of any of the terms and provisions of, or constitute a default under any indenture, mortgage, deed of trust, lease, loan agreement, license, security agreement, contract, governmental license or permit or other agreement or instrument to which the Offeror is a party or by which its properties are bound, or any order, rule or regulation of any court or any regulatory body, administrative agency or other governmental body applicable to the Offeror or any of its properties, except any such conflict, breach, or default which would not materially and adversely affect the Offeror's ability to perform its obligations under this Contract, and will not conflict with, or result in a breach of any of the terms and provisions of, or constitute a default under, the Articles of Incorporation (or other corresponding charter document) or Bylaws of the Offeror.

**K.6.4 No Defaults Under Agreements**

The Offeror is not in default, nor is there any event in existence which, with notice or the passage of time or both, would constitute a default by the Offeror under any indenture, mortgage, deed of trust, lease, loan agreement, license, security agreement, contract, governmental license or permit or other agreement or instrument to which it is a party or by which any of its properties are bound and which default would materially and adversely affect the Offeror's ability to perform its obligations under this Contract.

**K.6.5 Compliance With Laws**

Neither the Offeror nor its officers and directors purporting to act on its behalf have been advised or have reason to believe that the Offeror or such officers and directors have not been conducting business in compliance with all applicable laws, rules and regulations of the jurisdictions in which the Offeror is conducting business, including all safety laws and laws with respect to discrimination in hiring, promotion or pay of employees or other laws affecting employees generally, except where failure to be in compliance would not materially and adversely affect the Offeror's ability to perform its obligations under this Contract.

**K.6.6 No Litigation**

- A. The Offeror certifies that there is not now pending, or to its knowledge threatened, any action, suit or proceeding to which the Offeror, or any of its employees, are a party, before or by any court or governmental agency or body, which may result in any material adverse change in the Offeror's ability to perform its obligations under this Contract, or any such action, suit or proceeding related to environmental or civil rights matters.
- B. The Offeror further certifies that no labor disturbance by the employees of the Offeror exists or is imminent which may be expected to materially and adversely affect the Offeror's ability to perform its obligations under this Contract.
- C. Prior to the Department making an award of this Contract, the Department may require Offerors being considered for the award to recertify the representations set forth above. The Department, in its sole discretion, may disqualify any Offeror that in the opinion of the Department is a party, or who has any employees that are a party, to any action, suit or proceeding that may result in any material adverse change in the Offeror's ability to perform its obligations under this Contract.

- D. During the term of this Contract, to include extensions hereof, the Offeror shall notify the Department in writing within five (5) Days of the Offeror having received knowledge of any actions, suits or proceedings filed against the Offeror, or any of its employees, or to which the Offeror, or any of its employees, are a party, before or by any court or governmental agency or body, which:
1. May result in any material adverse change in the Offeror's ability to perform its obligations under this Contract;
  2. Filed in any federal court, state court, or federal or state administrative hearing within the State of Texas regardless as to any anticipated material adverse change in the Offeror's ability to perform its obligations under this Contract;
  3. Is brought by or on behalf of a State of Texas Offender regardless as to any anticipated material adverse change in the Offeror's ability to perform its obligations under this Contract; and
  4. The Contractor shall provide in writing, to the Contract Specialist, a quarterly report listing litigation identified in the above requirements.

#### **K.6.7 Taxes**

- A. The Offeror has filed all necessary federal, State and foreign income and franchise tax returns and has paid all taxes as shown to be due thereon.
- B. The Offeror has no knowledge of any tax deficiency which has been or might be asserted against it and which would materially and adversely affect the Offeror's ability to perform its obligations under this Contract.

#### **K.6.8 Financial Statements**

- A. The Offeror has delivered to the Department a copy of its most recent audited financial report. This report must include, as a minimum the following financial information:
1. Audited balance sheet;
  2. Statement of income; and
  3. Any changes in financial position of the company.
- B. This statement fairly presents the financial position of the Offeror at the date shown and the results of its operations for the period covered, and has been prepared in conformity with Generally Accepted Accounting Principles (GAAP) applied on a consistent basis, except as discussed in the notes to the financial statement.

#### **K.6.9 No Adverse Change**

Since the date of the Offeror's most recent balance sheet provided to the Department, there has not been any material adverse change in its business or condition nor has there been any change in the assets or liabilities or financial condition of the Offeror from that reflected in such balance sheet which is material to the Offeror's ability to perform its obligations under this Contract.

**K.6.10 Disclosure**

There is no material fact which materially and adversely affects or in the future will (so far as Offeror can now reasonably foresee) materially and adversely affect its ability to perform its obligations under this Contract which has not been accurately set forth in this Contract or otherwise accurately disclosed in writing to the Department by the Offeror prior to the date hereof.

**K.6.11 No Collusion**

- A. The Offeror represents and certifies its employees, agents and representatives have not and shall not discuss or disclose the terms of their proposal and its submission or response thereto with any third party other than persons or entities, which the Offeror engaged to assist it with respect to such response or submission.
- B. Neither the Offeror nor the firm, corporation, partnership or institution represented by the Offeror or anyone acting for such firm, corporation or institution has violated the antitrust laws of this State, federal antitrust laws, nor communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business.

**K.6.12 Ethics****K.6.12.1 Conflict of Interest**

Pursuant to Texas Government Code, Section 572.051, any individual who interacts with public purchasers in any capacity is required to adhere to the guidelines established. Texas Government Code, Section 572.051, outlines the ethical standards required of State officers and employees who interact with public purchasers in the conduct of State business.

Specifically, a Department employee may not have an interest in, or in any manner be connected with a contract or proposal for a purchase of goods or services by an agency of the State; or in any manner, including by rebate or gift, accept or receive from a person to whom a contract may be awarded, directly or indirectly, anything of value or a promise, obligation, or contract for future reward or compensation. Entities who are interested in seeking business opportunities with the State must be mindful of these restrictions when interacting with public purchasers of the Department or purchasers of other State agencies.

**K.6.12.2 Disclosure of Interested Parties**

In accordance with Texas Government Code 2252.908, a governmental entity or state agency may not enter into a contract valued at \$1 million dollars or greater with a business entity unless the business entity, in accordance with Texas Administrative Code, Title 1, Part 2, Chapter 46, Rules 46.1, 46.3 and 46.5, submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

The disclosure of interested parties must be submitted on a form, and in a manner, prescribed by the Texas Ethics Commission. The Disclosure of Interested Parties Form (Form 1295) and instructions may be found at: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm).

**K.6.12.3 No Gratuities**

The Offeror represents that it has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted proposal.

**K.6.13 No Compensation**

Pursuant to Texas Government Code, Section 2155.004, the Offeror has not received compensation for participation in the preparation of the specifications for this proposal. Under Texas Government Code, Section 2155.004, the Offeror certifies that the individual or business entity named in this proposal or Contract is not ineligible to receive the specified Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

**K.6.14 Contracting with Executive Head of State Agency**

- A. The Offeror represents and certifies that they are in compliance with Texas Government Code, Section 669.003 relating to contracting with the executive head of a State Agency.
- B. If Section 669.003 applies, the Offeror shall complete the following information in order for the proposal to be evaluated:

Name of Former Executive: \_\_\_\_\_

Name of State Agency: \_\_\_\_\_

Date of Separation from State Agency: \_\_\_\_\_

Date of Employment with Offeror: \_\_\_\_\_

**K.6.15 Limitation on Employment of Former State Officers**

The Offeror represents that they are in compliance with Texas Government Code, Section 572.069, relating to employment of a former state officer or employee. A former state officer or employee of the Department who during the period of state service or employment participated on behalf of the Department on a procurement or contract negotiation involving a business entity may not accept employment from that business entity before the second anniversary of the date the officer's or employee's service or employment with the Department ceased.

**K.6.16 Notification**

If any of the information provided in the above representations changes during the term of this Contract, the Contractor shall submit an updated representation as soon as is reasonably possible.

**K.6.17 Suspension, Debarment and Terrorism**

The Department is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 13224, Executive Order on Terrorist Financing – Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective 9/24/2001 and any subsequent changes made to it via cross-referencing respondents/vendors with the Federal General Services Administration's System for Award Management (SAM, <https://www.sam.gov>), which is inclusive of the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list. Contents of EO 13224 may be viewed by accessing the following website: <http://www.whitehouse.gov/news/orders/>.



**K.6.18 Violation of Federal Law Relating To Reconstruction Efforts As A Result Of Hurricanes Rita, Katrina or Any Other Disaster After September 24, 2005**

Pursuant to Texas Government Code, Section 2261.053, a State Agency may not accept a proposal or award a Contract that includes proposed financial participation by a person who, during the five (5) year period preceding the date of the proposal or award, has been convicted of violating a federal law or accessed a penalty in a federal, civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery or reconstruction efforts as a result of Hurricane Rita, Katrina or any other disaster occurring after September 24, 2005. Under Texas Government Code, Section 2261.053, the Contractor certifies that the individual or business entity named in this proposal or Contract is not ineligible to receive the specified Contract and acknowledges that this Contract may be terminated and Payment withheld if this certification is inaccurate.

**K.6.19 Deceptive Trade Practices; Unfair Business Practices**

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

**K.7 REPRESENTATIONS OF THE DEPARTMENT**

The Department represents and warrants to and for the benefit of the Offeror with the intent that the Offeror will rely thereon for the purposes of entering into this Contract as follows:

**K.7.1 Authorization**

The Department has the requisite power to enter into this Contract and perform its obligations hereunder and by proper action has duly authorized the execution, delivery and performance hereof.

**K.7.2 No Violation of Agreements**

The consummation of the transactions contemplated by this Contract and the fulfillment of the terms hereof will not conflict with, or result in a breach of any of the terms and provisions of, or constitute a default under any indenture, mortgage, deed of trust, lease, loan agreement, security agreement, contract or other agreement or instrument to which the Department is a party or by which its properties are bound, or any order, rule or regulation of any court or any regulatory body, administrative agency or other governmental body applicable to the Department or any of its properties, except any such conflict, breach or default which would not materially and adversely affect the Department's ability to perform its obligations under this Contract.

**K.7.3 Disclosure**

There is no material fact which materially and adversely affects or in the future will (so far as the Department can now reasonably foresee) materially and adversely affect its ability to perform its obligations under this Contract or which might require changes in or additions to

the services required under this Contract that would increase the cost to the Offeror of providing such services, which has not been accurately set forth in this Contract or otherwise accurately disclosed in writing to the Offeror by the Department prior to the date hereof.

**K.8 AUTHORIZED NEGOTIATORS**

The Offeror represents that the following persons are authorized to negotiate on its behalf with the Department in connection with this RFQ: (list names, titles and telephone numbers of the authorized negotiators).

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**K.9 PAYEE IDENTIFICATION NUMBER**

The Payee Identification number is the taxpayer number assigned and used by the Comptroller of Public Accounts of Texas. The Offeror shall provide its Payee Identification Number in the space provided below. If this number is not known, the Offeror shall provide the Federal Taxpayer Identification Number.

Payee Identification Number: \_\_\_\_\_ or

Federal Taxpayer Identification Number: \_\_\_\_\_.

**K.10 POINT OF CONTACT**

The Offeror shall provide the name, title, phone number, fax number, address and e-mail address of a point-of-contact for questions concerning the submitted Offer.

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone Number: (\_\_\_\_) \_\_\_\_\_ Fax Number: (\_\_\_\_) \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Email Address: \_\_\_\_\_

**K.11 CERTIFICATION**

To be completed by the Offeror: (The Offeror must check or complete all appropriate boxes or blanks in the Representations and Certifications, on the preceding pages). The Representations and Certifications must be executed below by an individual authorized to bind the Offeror.

The Offeror makes the foregoing Representations and Certifications as part of its proposal.

\_\_\_\_\_  
Name of Offeror

\_\_\_\_\_  
Solicitation No.

\_\_\_\_\_  
Signature of Authorized Individual

\_\_\_\_\_  
Date

\_\_\_\_\_  
Typed Name of Authorized Individual

Note: The penalty for making false statements shall void the submitted offer or any resulting Contracts, and the Offeror shall be removed from all bid lists.

**SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS****L.1 RESERVED FOR FUTURE USE****L.2 AMENDMENTS TO SOLICITATIONS**

- A. If this solicitation is amended all terms and conditions which are not modified remain unchanged.
- B. The Department will post amendments to this Solicitation for downloading in .pdf format via the Electronic State Business Daily (ESBD) at the following address: <http://esbd.cpa.state.tx.us/>.
- C. Offerors shall acknowledge receipt of all amendment(s) to this Solicitation by signing and returning the amendment(s), identifying the amendment number and date in the space provided for this purpose on page 1, block 8, of the Solicitation, Offer and Award form, or by letter.
- D. The Department shall receive the acknowledgment by the time specified for receipt of proposals.
- E. Failure to acknowledge amendment(s) may subject proposal to rejection.

**L.3 LATE SUBMISSIONS, MODIFICATIONS AND WITHDRAWALS OF PROPOSALS**

- A. Proposals must be time stamped at the office designated in the solicitation on or before the hour and date specified.
- B. Any proposal received at the designated location after the exact time specified will not be considered.
- C. Proposals cannot be altered, amended or modified by telegram, fax or otherwise after closing date and time.
- D. Alterations made before closing date and time should be initialed by the Offeror or its authorized agent.
- E. No proposal can be withdrawn after closing date and time without approval by the Department based on an acceptable written reason.

**L.4 SIGNATURES ON PROPOSAL SUBMITTED**

- A. Proposals from a partnership shall be signed in the firm name by at least one general partner or in the firm name by an Attorney-in-fact.
- B. If signed by an Attorney-in-fact, there shall be attached to the proposal a Power of Attorney evidencing authority to sign the proposal, dated and executed by all partners in the firm.
- C. Proposals from a corporation shall have the correct corporate name thereon and the signature of an authorized officer of the corporation.

- D. Title of office held by the person signing for the corporation shall appear below the signature of the officer.
- E. Proposals from an individual doing business under a firm or fictitious name shall be signed in the name of the individual doing business under the proper firm name.
- F. Proposals of the joint venture shall be signed by all members or by a member of the joint venture if there is attached to the proposal a copy of the Joint Venture Agreement evidencing that the proposal is signed by the member who has authority to bind the joint venture.

#### **L.5 PROPOSAL ACCEPTANCE PERIOD**

- A. All proposals will be valid for one hundred twenty (120) Days after the submission date and will constitute an irrevocable offer to the Department for the one hundred twenty (120) Day period.
- B. Such period may be extended beyond the one hundred twenty (120) Days upon mutual agreement of both parties.

#### **L.6 CONTRACT AWARD**

- A. The Department will award contracts resulting from this solicitation to the most highly qualified and competent Offerors at fair and reasonable fees.
- B. The Department may (a) reject any or all proposals if such action is in the public interest, (b) accept other than the lowest priced proposal, and (3) waive minor informalities and minor irregularities in proposals received.
- C. A written award or acceptance of offer mailed or otherwise furnished to the successful Offeror(s) within the time for acceptance specified in the proposal shall result in a binding Contract without further action by either party.

#### **L.7 RIGHTS OF THE DEPARTMENT**

- A. The Department reserves the right, at its sole discretion, to make multiple contract awards from this solicitation.
- B. The Department reserves the right to waive, change, add or delete any terms or conditions of this solicitation.
- C. The Department reserves the right to reject any one proposal and/or all proposals or portions of proposals submitted in response to this RFQ.
- D. The submission of a proposal has the effect of waiving proprietary rights or confidentiality.
- E. All proposals become the property of the Department.
- F. The Department reserves the right to use for its benefit ideas contained in the proposals submitted.

- G. The Department is not liable for any costs or damages that may be incurred by an Offeror(s) or prospective Offeror(s) in the preparation, formulation or presentation of a proposal(s).
- H. In case of ambiguity or lack of clarity, the Department may adopt such interpretations as may be advantageous to the Department.
- I. The Department may, at its discretion, request Offerors to make an oral presentation to Department representatives in support of their proposals.
- J. Upon review of proposals, the Department may select the Offeror's proposal most advantageous to the Department, in its judgment, with whom to negotiate a final definitive Contract.
- K. Such determination shall be solely at the discretion of the Department. All representations made by the Department are subject to the availability of legislative appropriations and do not represent an obligation on the part of the State of Texas, the Department or the TBCJ.
- L. The Department reserves the right to withdraw this solicitation at any time for any reason.
- M. The Department reserves the right to award no Contract and to solicit additional proposals at a later time.
- N. The Department incurs no obligation regarding this solicitation unless and until a Contract is fully executed by the parties. However, all proposals received by the Department will remain confidential until the evaluation process is complete.

## **L.8 PROPOSAL PREPARATION INSTRUCTIONS**

### Purpose of Instructions

- A. These instructions are designed to assure the submission of information essential to the understanding and the comprehensive evaluation of the Offeror's proposal.
- B. Proposals shall be prepared in accordance with these instructions providing all required information in the format specified.
- C. Failure of a proposal to show compliance with these instructions may be grounds for exclusion of the proposal from further consideration.

### Submission of Proposals

- A. It is the Offeror's responsibility to ensure that the proposal is delivered to the individual and address shown on page 1, block 5 of the Solicitation, Offer and Award form by the deadline.
- B. The Offeror must complete and sign all required forms, including all required written material, by the proposal closing date and time.
- C. Each package received must be marked with the Department's solicitation number.

- D. Each page of the proposal must include the name of the firm making the proposal.
- E. The Offeror must clearly indicate if any of the information contained in the proposal is confidential or proprietary in nature by applying a legend to the page that indicates confidential or proprietary information is contained on said page. Further, the Offeror must indicate which paragraph contains confidential or proprietary information by inserting the words “confidential/proprietary information” in bold type, enclosed by parentheses at the beginning of the paragraph containing such information.
- F. Proposals must be typed or printed on standard letter paper (8-1/2” x 11”), except for graphic information being requested, pages numbered, a table of contents included and sections clearly tabbed.
- G. Proposals shall be submitted in four (4) sections as described below.
- H. Offerors are to submit each section in an **unbound original (suitable for photocopying) with four (4) additional bound copies and one (1) “read only” Compact Disc.**
- I. Each proposal must demonstrate that the operations conform to applicable State and Federal Standards and the Department Policies.
- J. Proposals and amendments shall be submitted in sealed envelopes prior to the proposal closing date and time with the solicitation number annotated immediately below the return address on the envelope. Sealed proposals shall be submitted to the address noted on page 1, block 5, of the Solicitation, Offer and Award form (first page). **E-mail and facsimile proposals will not be accepted.**
- K. Prospective Offerors are asked to bear in mind that all material submitted should be directly pertinent to the requirements of the solicitation. Extraneous narrative, elaborate brochures, uninformative public relations material and other similar documents shall not be submitted.
- L. **Failure to submit all required documentation by the Solicitation closing date may result in disqualification of the proposal from further consideration.**

#### **L.8.1 Section 1 – Contract Forms**

This section shall contain the following completed Contract sections (on original forms) with original signatures, where applicable:

- A. Solicitation, Offer and Award Form (with amendment(s) noted on this page or signed amendment(s) attached to this form);
- B. Section G.3.1.D, Payment by Direct Deposit, remittance address (if not electing Direct Deposit); and
- C. Section K, Representations, Certifications and Other Statements (on original forms).

**L.8.2 Section 2 – Qualifications and Past Performance**

- A. Exhibit J.9, Section I: Name, address, telephone number and fax number of Offeror and all Co-Offerors. Also identify by name, title, telephone number and fax number a contact person for all inquiries. The contact person shall be responsible for fielding all inquiries from the Department and providing answers.
- B. Exhibit J.9, Section III: Offeror shall furnish names, an outline of qualifications and capabilities, and résumé type information to support identification of capabilities. Offeror shall provide copies of appropriate degree, license number, discipline and certifications as applicable (see Attachment IIIA.-D..Personnel).
- C. Exhibit J.9, Section IV: Offeror shall provide complete and detailed information regarding staff (see Attachments IVA. and IVB.).
- D. Exhibit J.9, Sections V, VI, VII, and VIII: Offeror shall furnish detailed descriptions of all similar services provided for other institutions or government agencies, including names, titles and phone numbers of reference contacts, contract numbers and dates of performance (see Attachment VI. Current Projects and Attachment VII. Completed Projects). The Department reserves the right to contact all references.
- E. Exhibit J.9, Section IX: Provide original letters with original signatures in the unbound copy of the provided proposal. Copies of these letters are acceptable for the bound copies of the proposal.
- F. Exhibit J.9, Section X and XI: Answer each question in no more than one page, a brief narrative of each question. Provide a separate page for each question, with the number of the question (i.e. Question X) and state the question at the top of each page.
- G. Exhibit J.9, Sections XII-XVII: Offeror shall provide all information as requested.
- H. Exhibit J.9, Section XVIII: Offeror shall initial the blank space to signify compliance.
- I. Exhibit J.9, Section XIX: Offeror shall fill in the blanks with the required information, and then sign and date.
- J. Financial references to include the name, address, telephone number and point-of-contact of at least two (2) firms to include one reference from Offeror's banking institution and at least one reference from a creditor.

**L.8.3 Section 3 – Solicitation Compliance and Exceptions or Deviations**

- A. In this section, the Offeror shall also identify all exceptions it takes to the technical requirements stated in Section C of the Solicitation and all deviations from the Request for Qualification for which it requests approval.
- B. In this section, the Offeror shall respond to each requirement of Sections D through I, inclusive, of the Solicitation and indicate whether it proposes to comply.
- C. For the purpose of facilitating discussions, for every instance where the Offeror does not propose to comply or agree to a requirement, the Offeror shall propose an alternative and describe its reasoning therefore.



- D. It is not necessary to respond on a paragraph by paragraph basis except as required for clarity; for example, if the Offeror agrees to the terms of Sections D through I of the Request for Qualifications in their entirety, a single statement to that effect will suffice.
- E. The name and address of the Offeror's professional liability insurance carrier, along with a statement of liability from the carrier(s) issuing the policies that such policies are available to the Offeror. For the purpose of responding to this solicitation, Offeror will not be required to purchase insurance, but must show the ability to provide such insurance as specified in Section H.1, if the Offeror's proposal is selected.

#### **L.8.4 Section 4 – HUB Subcontracting Plan**

Offerors are required to submit a HUB Subcontracting Plan (HSP) in accordance with Exhibit J.1. For information on filling out the HSP, please contact Sharon Schultz at (936) 437-7026 or Cynthia Guajardo at (936) 437-7061. **Responses that do not include a completed HSP shall be rejected pursuant to Texas Government Code, Section 2161.252(b).**

#### **L.9 RESERVED FOR FUTURE USE**

#### **L.10 DISCUSSION AND CORRESPONDENCE**

- A. All communications and questions concerning this solicitation, including any of a technical nature, shall be made in writing to:

Reita Johnson, Contract Specialist  
Texas Department of Criminal Justice  
Contracts and Procurement, Client Services and Governmental Contracts Branch  
Two Financial Plaza, Suite 525  
Huntsville, Texas 77340  
Facsimile: (325) 223-0310  
E-mail: reita.johnson@tdcj.texas.gov

- B. Questions concerning any technical aspect of the solicitation must be submitted in writing (e-mail and facsimile transmission are acceptable). The Offeror's question(s) shall only be to clarify specific provisions in this Solicitation and shall reference the specific section that requires clarification. Written answers to the questions will then be provided to all parties requesting copies of the solicitation through the Contracts and Procurement Department, Client Services and Governmental Contracts Branch of the Department. Offerors should only rely on the written information provided in this manner. Offerors are specifically barred from making contact with any Department personnel involved in this Solicitation for the purpose of discussing their proposal.
- C. Offerors are reminded that **November 30, 2016 at 1:00 p.m.** is the last day to submit written questions for clarification by the Department. The Offeror is specifically cautioned against relying on any oral information. The responsiveness of each proposal will be evaluated upon the written instructions provided in the solicitation and any amendments thereto. Unauthorized contacts with Department personnel could result in the proposal being rejected in its entirety.

- D. The Department will post answers to all questions in the form of an amendment and all amendments to this Solicitation will be available for downloading in .pdf format via the Texas Electronic State Business Daily (ESBD) at the following address:  
<http://esbd.cpa.state.tx.us/>.

#### **L.11 LEGISLATIVE BUDGET BOARD (LBB) POSTINGS**

After award of Contract(s), information, documentation, and other material in connection with this solicitation or any resulting contract may be subject to public disclosure pursuant to Texas Government Code, Chapter 552, (the "Texas Public Information Act"). Any part of the solicitation response that is of a proprietary nature must be clearly and prominently marked as such by the Offeror. **For major contracts, the proposal submitted by the awarded Contractor is subject to public access on the Legislative Budget Board's website in accordance with Texas Government Code, Section 322.020. Within five (5) working days of the awarded Contractor's receipt of Contract for signature, the awarded Contractor must deliver to the TDCJ Contracts and Procurement Department one (1) CD of its complete proposal, to include clarification responses and negotiated Best and Final Offer. The CD must contain a copy of the awarded Contractor's complete proposal, in searchable .pdf format, which has been excised, blacked out, or otherwise redacted information from its complete proposal that the awarded Contractor considers to be confidential and exempt from public disclosure under the Texas Public Information Act, Texas Government Code, Chapter 552, (this should be a de minimis portion, if any of the Contractor's proposal, such as copyrighted material, proprietary information, social security numbers, deployment plans, shift staffing plans, etc.) The CD shall also contain an appendix for the Contractor's complete proposal which provides a cross reference for the location of all information redacted by the Contractor and a general description of the redacted information. The CD should be entitled "For Public Release: Redacted Version of [Name of awarded Contractor]'s Proposal and Exhibits, Department Solicitation Number 696-FD-16-Q029.**

#### **L.12 PRE-PROPOSAL CONFERENCE**

- A. A Pre-Proposal Conference is scheduled for November 21, 2016 at 10:00 a.m. at the Texas Prison Museum located at 491 Hwy 75 North in Huntsville, Texas.
- B. If, in the opinion of the Department, local weather conditions preclude safe travel to the Pre-Proposal Conference, the Department reserves the right to reschedule it to another day and time.
1. If extreme weather conditions are predicted by the National Weather Service on the day of the Pre-Proposal Conference, contact the individual whose name appears in Section L.10 for rescheduling information.
  2. The responsibility of obtaining any cancellation and reschedule information is strictly that of the Offeror.
  3. Attendance is not mandatory, however, the Department will not be held responsible for any information discussed at the Pre-Proposal Conference.

**L.13 SUMMARY OF KEY DATES FOR PROPOSAL SUBMISSION**

|                   |            |                                                                          |
|-------------------|------------|--------------------------------------------------------------------------|
| November 21, 2016 | 10:00 a.m. | Pre-Proposal Conference                                                  |
| November 30, 2016 | 1:00 p.m.  | Last Day to Submit Written Questions for Clarification by the Department |
| December 28, 2016 | 3:00 p.m.  | Deadline for Department Receipt of Proposals In Huntsville               |
| March 1, 2017     |            | Service Commencement Date                                                |

## **SECTION M - EVALUATION FACTORS FOR AWARD**

### **M.1 SELECTION PROCESS**

- A. The RFQ shall be accomplished in a two stage process: Stage One: Presentation of Qualifications (no fee schedule shall be presented). Stage Two: Invitation for Presentation of Fee Schedule.
- B. The Department will assemble a Technical Evaluation Team to review, evaluate and rank offers. The Technical Evaluation Team, at its sole option, may choose to validate any aspect of the written offer. No information will be provided about the status of the offers while they are under evaluation.
- C. Proposals will be evaluated in accordance with Texas Government Code, Title 10, Subchapter A, Section 2254.004.
- D. Proposals received will be reviewed by a Technical Evaluation Team, which will evaluate proposals based on the criteria listed in M.3 and rank the Offerors according to their demonstrated competence and qualifications to perform the services.
- E. The Department will request a fee proposal from the Offeror determined to be most highly qualified. The parties will negotiate a contract award, at fees which the Department considers to be fair and reasonable. The Offeror will have an opportunity to present a Best and Final Offer (BAFO) after negotiations are complete. In the event that an agreement cannot be reached, the Department reserves the right to close negotiations and attempt to negotiate a contract award with the next most highly qualified Offeror.
- F. At any stage in the process, the Department may request clarification or additional information to assist in determining the qualifications, competence and ability of the Offeror to provide the required service. The Department reserves the right to accept or reject all or part of any offer, waive minor technicalities and award the contract to best serve the interest of the Department.
- G. In accordance with Texas Government Code, Sections 2155.074 and 2155.075, vendor performance may be used as a factor in the award.
- H. The Department also intends to contract with multiple firms capable of one, all, or any combination of the listed disciplines to support the Department's design and construction program.

### **M.2 RESERVED FOR FUTURE USE**

### **M.3 OVERALL RELATIVE IMPORTANCE OF EVALUATION CRITERIA**

#### **M.3.1 Experience (55%)**

- A. Demonstrates ability to meet contract design schedule.
- B. Demonstrates Contractor's competency and qualifications of the firm, its principals and/or sub-consultants in each discipline.

- C. Demonstrates specialized design expertise and experience with projects of the types described in the Scope of Services.
- D. Demonstrates effective cost control methods and ability to work within budgetary constraints.
- E. Demonstrates experience with public works projects. Public works projects are defined as projects constructed from public funds such as federal, state, municipalities, etc.

**M.3.2 Construction Expertise (15%)**

- A. Demonstrates competency and qualifications of construction administrative personnel.
- B. Demonstrates capability to provide necessary qualified personnel.
- C. Demonstrates the firm's experience in construction contract administration on similar projects.

**M.3.3 References (15%)**

- A. Ability to meet deadlines with contracting agency.
- B. Ability to comply with all aspects of previous contractual arrangements.
- C. Ability to work cooperatively with contracting agency.
- D. Ability to hire competent, credentialed and qualified staff.
- E. Ability and willingness to respond to direction and requests from contracting agency.
- F. Low turnover rate of contracted staff.

**M.3.4 Resources (10%)**

- A. Demonstrates depth of experienced personnel and capability to sustain loss of assigned personnel without compromising quality and timeliness of performance.
- B. Demonstrates competency and qualifications of key personnel designated for project assignment.
- C. Current and projected workload versus estimated volume capacity of the firm.
- D. Demonstrates adequacy of physical resources.

**M.3.5 Design Approach (5%)**

- A. Demonstrates capability/approach for meeting compressed schedules.
- B. Quality Assurance in the Design Approach and in production of documents.
- C. Demonstrates capability/approach for handling multiple projects.
- D. Demonstrates the ability to organize a design team and propose a delivery method for providing service.

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**AMENDMENT OF SOLICITATION**Page 1 of 26 Pages

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**1. SOLICITATION NO.**

696-FD-16-Q029

**2. AMENDMENT NO.**

A-001

**3. EFFECTIVE DATE**December 9, 2016

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**4. ISSUED BY**

Texas Department of Criminal Justice  
Contracts and Procurement, Client Services and Governmental Contracts  
Two Financial Plaza, Suite 525  
Huntsville, Texas 77340

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**5. NAME AND ADDRESS OF OFFEROR**

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6. The above numbered solicitation is amended as set forth in Item 7. The hour and date specified for receipt of Offers ☐ is extended, ☒ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 5 and 8, and returning 3 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or e-mail which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by e-mail or letter, provided each e-mail or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

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**7. DESCRIPTION OF AMENDMENT**

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The purpose of this amendment is to:

- Revise Section C.7.G.1, Scope of Work;
- Revise Section J, Exhibit J.9, Professional Services Questionnaire, Paragraph XVII.;
- Revise Section L.8.1.B, Section 1 – Contract Forms;
- Revise Section L.8.2.B, Section 2 – Qualifications and Past Performance;
- Answer questions concerning the Request For Qualifications; and
- Include the Pre-Proposal Conference sign-in sheets.

Except as provided herein, all terms and conditions of the solicitation, as heretofore changed, remain unchanged and in full force and effect.

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**8a. NAME AND TITLE OF SIGNER (Type or Print)**

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**8b. OFFEROR**

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*(Signature of Person Authorized to Sign)*

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*Date Signed*

**Revisions to Solicitation:**

## 1. Revise Section C.7.G.1, Scope of Work, to read as follows:

- G. The following information is to serve only as a guide for the A/E in the development of the design, plans, and specifications.

## 1. Architectural Firms

The A/E shall provide professional architectural and engineering services and designs in accordance with the applicable industry standards and shall conform to the provisions of the latest issue of applicable codes and standards including but not limited to the following:

- a. International Building Code, published by the International Code Council, 2009 Edition (IBC) – Commercial Construction.
- b. NFPA 101 Life Safety Code, published by the National Fire Protection Association (NFPA), 2009 Edition.
- c. ADA Standards for Accessible Design, published by Department of Justice, 2010 Edition (ADA).
- d. Architectural Barriers Texas Accessibility Standards (TAS), 2012 Edition.

## 1.A. Interior Renovation Architectural Engineering Firms

- a. The A/E shall provide detailed on-site investigations, review of existing documents, verify and validate items in existing project scope of work regarding interior renovations, additions, and possible new building construction.
- b. The A/E shall be capable of providing designs for renovations of spaces typically required for detention facilities.
- c. The A/E shall provide a list of necessary testing and inspections to be provided to Owner including, but not limited to, ADA, Commissioning, Testing and Balancing, Environmental, and Construction Materials testing.
- d. The A/E shall provide the Owner with a list of items to be tested and/or inspected by Owner including, but not limited to, ADA, Commissioning, Testing and Balancing, Environmental, and Construction Materials testing.

## 1.B. Building Envelope Architectural Engineering Firms

- a. The A/E shall provide detailed on-site investigations, review of existing documents, verify and validate items in existing project scope of work regarding building envelopes including structural repair / replacement; fenestration repair and replacement including, but not limited to, windows, doors, louvers, vents, etc.; envelope material repair / replacement.

- b. The A/E shall provide services to ensure compliance with Texas Statutes regarding the Texas Historical Commission when applicable.
  - c. The A/E shall be capable of providing designs for masonry, stone and concrete repair and replacement.
  - d. The A/E shall be capable of providing building envelope analysis for weather tightness.
  - e. The A/E shall provide a list of necessary testing and inspections to be provided to Owner including, but not limited to, ADA, Commissioning, Testing and Balancing, Environmental, and Construction Materials testing.
  - f. The A/E shall be capable of researching, evaluating, and presenting to the Owner energy conservation strategies and alternatives for consideration, including the availability of rebates from the local utility. If rebates are available, coordinate with the local utility to complete all necessary documentation to accomplish rebates.
  - g. The A/E shall provide the Owner with a list of items to be tested and/or inspected by Owner including, but not limited to, ADA, Commissioning, Testing and Balancing, Environmental, and Construction Materials testing.
2. Revise Section J, Exhibit J.9, Professional Services Questionnaire, Paragraph XVII., to read as follows:
- XVII. Provide a current last audited financial statement demonstrating Firm's financial solvency and stability. (Identify as Attachment XVII. These will be kept under lock and key and destroyed upon completion of evaluation.)
3. Revise Section L.8.1.B, Section 1 – Contract Forms, to read as follows:
- B. Section G.3.1.B, Payment by Direct Deposit, remittance address (if not electing Direct Deposit); and
4. Revise Section L.8.2.B, Section 2 – Qualifications and Past Performance, to read as follows:
- B. Exhibit J.9, Section III: Offeror shall furnish names, an outline of qualifications and capabilities, and résumé type information to support identification of capabilities. For each individual, identify design discipline and provide copies of the following:
- 1. Applicable degree.
  - 2. Applicable Board's accepted demonstration of license, certification, etc. to include each individual's status and number.



**Questions and Answers:**

**Question #1:** Can you provide clarification if the Texas Department of Criminal Justice intends to award to a design firm that can provide all of the services in C.1, or for the individual disciplines?

**Answer #1:** It could be all, individual, or both. Multiple awards will be made from this RFQ.

**Question #2:** Regarding the request for 3 letters of reference in Exhibit J.9, page 6, section IX, do these letters need to be on company letterhead or can they be emails of reference from clients?

**Answer #2:** Company letterhead is normally required. However due to the short time frame, we will accept e-mail references for this RFQ as long as the company name, address and complete contact information is provided.

**Question #3:** C.7, Scope of Work, nothing was provided with regards to "Arch-Building Envelope repairs/replacement". Please provide information in Paragraph G for Arch-Building Envelope. Please note that Arch-Roof repair/replace and Building Envelope services are what most A/E roofing consulting firms provide and are also referred to as "Building Envelope Firms" or the outside skin of the building.

**Answer #3:** This is addressed in this Amendment by revising Section C.7.G.1 on page 2 of 11.

**Question #4:** C.10 Investigatory Services: If the A/E is taking on an "Assumption of Liability" please provide the list of "required field verification activities" for roof projects so that we figure and perform all verification activities that you (TDCJ) require. Secondly are these activities included in the established budgets for the projects?

**Answer #4:** Required field verification activities are identified in individual Scope of Work for each individual project. The fees for the A/E to perform these activities, and others as may be identified during pre-proposal conference, will be negotiated and included in each individual Service Authorization either as part of Basic Services or Additional Services as needed for any given application.

**Question #5:** On page 81 of 86, in L.8.2, item B. – Exhibit J.9, Section III says "Offeror shall furnish names, an outline of qualifications and capabilities, and resume type information to support identification of capabilities." Is it correct to assume that in addition to the general personal info that will be provided on the Attachment III A-D sheets, we are to provide a resume for each individual listed also? Is attaching the resumes behind the III A-D sheets preferred?

**Answer #5:** Résumé 'type' information is required. It is not required to be in résumé form; however, a résumé will be considered as responsive to this item. If

utilizing résumés, attach résumés behind IIIA, IIIB, IIIC, and IIID as appropriate.

**Question #6:** On page 82 of 86, in L.8.3, item E – “The name and address of the Offeror’s professional liability insurance carrier, along with a statement of liability from the carrier(s) issuing the policies that such policies are available to the offeror.” Will a copy of the firm’s current ACORD Certificate of Liability Insurance be acceptable evidence “that such policies are available to the offeror”?

**Answer #6:** Yes, a current copy of your ACORD Certificate of Liability will be acceptable.

**Question #7:** Can a current TDCJ employee provide one of the reference letters required by J.9, IX?

**Answer #7:** Yes, however the TDCJ would also like to have references from companies outside of the Agency.

**Question #8:** Under Section C.7.G items 1 through 7 provide an overview of services per discipline and refers to each discipline as “Firm”.

**Question #8a:** Will TDCJ hire individual firms to complete specific work per discipline, or will A/E teams be selected?

**Answer #8a:** Individual companies (firms) will be hired, not teams.

**Question #8b** If A/E teams are to be selected, how many teams will be selected to complete the work?

**Answer #8b:** Companies (firms) may hire subcontractors, if needed, to handle specific projects. For example, should a firm identify only Architecture Roofing and be awarded an Indefinite Delivery/Indefinite Quantity (IDIQ) from this solicitation and a resulting Service Authorization require a small amount of Mechanical Engineering services to accomplish the entirety of the Scope of Work, the awarded firm may partner with a provider that has also been awarded an IDIQ from this solicitation or a different provider altogether, as long as the requirements relating to the HUB plan are met. However, to be considered as a provider of BOTH Architecture Roofing AND Mechanical Engineering to be awarded an IDIQ for those services from this solicitation, respondent is required to partner prior to responding to the RFQ and meet all requirements for identified capabilities of Architecture Roofing and Mechanical Engineering.

**Question #8c** If Individual firms (per discipline) are to be selected, how many firms per discipline will be selected to complete the work?

**Answer #8c:** Selection of firms will depend on how many respondents of what type (firms with a single, multiple or all capabilities) and how the results of the response

evaluations demonstrate ability to perform the amount and types of projects projected by TDCJ during the course of the resulting contract.

**Question #9:** Under section C.2 the solicitation states: "The Contract between the A/E and the Department will be a firm-fixed price contract based on fixed hourly rates...", will the A/E be required to submit pricing information for the Statement of Qualifications?

**Answer #9:** No. Please refer to Section M.1.

**Question #10:** What is the budget for the proposed scope of work?

**Answer #10:** Budget will not be disclosed during the Request For Qualifications stage.

**Question #11:** Section III. Personnel, IIIA thru IIID and Attachments (J.9 page 3 and pages 8-11) – For each entity described in IIIA thru IIID on the attached form(s) (correlated to IIIA thru IIID respectively) give a personal history statement (to include the information on form(s)). Does the Department want only this information for each proposed personnel on the Attachment Form? And the personal history as a separate attachment behind the form? Or is the A/E allowed to duplicate the form on a Word page and add the personal history, so all information is on one page for each person?

**Answer #11:** Respondent may duplicate form in Word, or similar word processing software, and provide all information as a single document for each person.

**Question #12:** Exhibits and Forms – Can the Department please clarify which forms from Section J are to be included in the RFQ response? At the moment we identify J.1 and J.9.

**Answer #12:** Section J - Exhibits J.1, J.7, J.9 and J.10 should be returned with your RFQ response.

**Question #13:** Exhibit J.9, XIV – Provide a company organization chart. (Identify as Attachment XIV if attaching as a separate document. Is the Department wanting an organization chart of the proposed personnel for this RFQ, including sub-providers, or an organization chart of the A/E Firm in general?

**Answer #13:** Include organization chart of sub-providers if subject sub-providers are included in meeting the requirements to be considered for an identified capability.

**Question #14:** Exhibit J.9, XVII – Provide a current last audited financial statement demonstrating Firm's financial solvency and stability. (Identify as Attachment XVII. These will be kept under lock and key and returned upon completion of evaluation.) Due to the confidentiality nature of this information may the A/E provide one copy in a sealed envelope to be included in the one unbound copy of the response? And none in the bound copies? Or if the Department wants a copy in each of the responses, may the A/E provide in sealed envelopes attached to each copy?

- Answer #14:** This is not necessary as we already have strict policies in place regarding confidentiality (i.e. Section I.13.1 and L.8.J, etc.). Bids remain sealed until opening date and after opening are kept locked up. Only those directly involved in the decision making process will be allowed access to this information. This is also addressed in this Amendment, by revising Section J, Exhibit J.9, Paragraph XVII., on page 3 of 11, to read “the information will be destroyed upon completion of our evaluation.” Please provide as requested.
- Question #15:** Section L (Page 81 of 86) B. Exhibit J.9, Section III: Offeror shall furnish names, an outline or qualifications and capabilities, and résumé type information to support identification of capabilities. Offeror shall provide copies of appropriate degree, license number, discipline and certifications as applicable (see Attachment IIIA.-D. Personnel). May the A/E list registration and license information? Or if actual copies of licenses are required, may the A/E provide registration verification from the Texas Board of Professional Engineers website? Is the Department wanting an actual copy of the proposed personnel college degree? Or may the A/E list the degree information?
- Answer #15:** This is addressed in this Amendment by revising Section L.8.2.B, Section 2, on page 3 of 11.
- Question #16:** Please clarify which sections/attachments require information as part of the submittal. I am assuming Sections J7-J13 and all of Section K. I cannot locate any specific verbiage that dictates which section/s are required out of the 174 pages.
- Answer #16:** Please refer to Section L.8. This section covers what needs to be returned with your RFQ response. Section J, Exhibits, was previously covered under Question #12 above.
- Question #17:** Will the pre-proposal conference sign-in sheets be posted online?
- Answer #17:** Yes. The sign-in sheets are included with this amendment, following the questions and answers.
- Question #18:** We are unable to find Section G.3.1.D referenced on Page 80 of 86.
- Answer #18:** This is addressed in this Amendment by revising Section L.8.1.B, Section 1, on page 3 of 11.

**Request for Proposal #696-FD-16-Q029**  
**Monday, November 21, 2016**  
**TDCJ Contracts & Procurement**  
**Texas Prison Museum**

| Name               | Company Name                                       | Position                              | Phone          | E-mail                            |
|--------------------|----------------------------------------------------|---------------------------------------|----------------|-----------------------------------|
| Jennifer Kinnich   | TDCJ                                               | Contract Specialist III               | (936) 437-7115 |                                   |
| Reita Johnson      | TDCJ                                               | Contract Specialist                   | 437-7135       | reita.johnson@tdcjtexas.gov       |
| BILL PRINDLE       | HDR                                                | ARCHITECT                             | 972 655-8120   | william.prindle@hdrinc.com        |
| JUSTIN SCHAMBERGER | HDR                                                | ENGINEER                              | (972) 960-4028 | JUSTIN.SCHAMBERGER@HDRINC.COM     |
| John Fox           | Price Consulting                                   | Business Dev                          | 281 209 1724   | JFox@Priceconsulting.com          |
| Elizabeth Alford   | Antech Solutions                                   | Architect /<br>Facilities Mgmt. Cons. | 713 266 4829   | e/izabellah.alford@antechhols.com |
| Robert Alford      | Antech Building Sciences, Inc.                     | Architect /<br>Facilities Mgmt. Cons. | 713-266-4829   | bobalford@antechhols.com          |
| Jonathan Hartman   | PSC                                                | Electrical Engineer                   | 806-276-8600   | jhartman@team-psc.com             |
| Sandy Roth         | Henderson Rogers                                   | Structural /<br>Mechanical            | 713 430 5919   | Sroth@hendersonrogers.com         |
| Drew Prochaska     | Cardno Haynes Whaley<br>Ensign Haynes Whaley (HWS) | Structural                            | 281-615-2230   | drew.prochaska@cardno.com         |
| Ben Conley         | Conley Group                                       | Business Consultant                   | 972-444-7020   | bconley@conleygroup.com           |
| Darren Andrews     | Charles Geyer                                      | Civil Engineer                        | 214 340 1199   | dandrews@cego.com                 |

**Request for Proposal #696-FD-16-Q029**  
**Monday, November 21, 2016**  
**TDCJ Contracts & Procurement**  
**Texas Prison Museum**

| Name            | Company Name                                             | Position             | Phone            | E-mail                         |
|-----------------|----------------------------------------------------------|----------------------|------------------|--------------------------------|
| Richard Morales | Chesney Morales Partners PMA<br>Chesney Morales & Assoc. | President            | 210<br>828-9481  | rgm@chesnymorales.com          |
| Elaine Morales  | Chesney Morales Partners, Inc.                           | Office Administrator | 210<br>828-9481  | emorales@chesnymorales.com     |
| Rick Patrick    | PSI                                                      | BUS. DEV. MGR        | 713-224-<br>2047 | richard.patrick@<br>psiusa.com |
| Heather Bryant  | TEESI                                                    | Office Mgr.          | 512-328-2533     | Heather@teesi.com              |
| Vickie Crenshaw | Crenshaw Consulting Group                                | President            | 214-758-0785     | vcrenshaw@crenshawcg.com       |
| Justin Fincher  | Fincher Engineering                                      | Principal            | 806-787-1121     | justin@finchereng.com          |
| Paul Borsos     | SSR                                                      | BUS. DEVELOPMENT     | 713-353-2904     | pborsos@ssr-inc.com            |
| Linda Bernauer  | HOK                                                      | Project Manager      | 214-231-5889     | linda.bernauev@hok.com         |
| Mike Hut        | HUB<br>DBE VICKREY & Assoc<br>WBE                        | BUS. DEV. DIR        | 512-656-4565     | mhut@vickreyinc.com            |
| Ashley Marshall | Marshall Engineering<br>Corp. MEB/DBE<br>HUB/DBE         | BUS. DEV.            | 281-852-4131     | ashley@marshallengr.com        |
| Janie Hobbs     | Stanley Consultants                                      | Location Mgr         | 512-427-3600     | hobbsjanie@stanleygroup.com    |
| Jennifer Long   | CGA                                                      | Proj. Mgr            | 214-340-1199     | jlong@cgojer.com               |

**Request for Proposal #696-FD-16-Q029**  
**Monday, November 21, 2016**  
**TDCJ Contracts & Procurement**  
**Texas Prison Museum**

| Name             | Company Name                 | Position        | Phone        | E-mail                       |
|------------------|------------------------------|-----------------|--------------|------------------------------|
| Don Lampe        | Freese & Utroch, Inc         | Principal       | 817-735-7412 | don.lampe@freese.com         |
| KRIS STEPP       | FINCHER ENGINEER             | ENGINEER        | 806-281-0888 | KRIS@FINCHERENG.COM          |
| Ari Plattman     | SSR                          | Principal       | 713-240-4495 | APlattman@SSR-INC.COM        |
| William Vidavd   | VAI Architects               | Principal       | 972-934-8888 | vidavd@vaiarchitects.com     |
| Philip Applebaum | Halff Assoc                  | V.P.            | 214-346-6350 | papplebaum@halff.com         |
| Tom Mayer        | Jacobs                       | Program Manager | 214-583-8598 | tom.mayer@jacobs.com         |
| Kenyon Hunt      | KPS Klotz Assoc              | Dept Mgr        | 281-589-7257 | Kenyon.hunt@klotz.com        |
| Tom Ramsey       | RPS Klotz Assoc              | VP              | 281-589-7257 | tom.ramsey@klotz.com         |
| Sharon Schutte   | HUB <sup>TDCJ</sup> Director | HUB Director    | 436/437-7026 | Sharon.schutte@tj.texas.com  |
| Cynthia Grayson  | TDCJ                         | HUB Coordinator | 736/437-7061 | Cynthia.grayson@tj.texas.com |
| Pheryl Wint      | TDCJ                         | CS & C          |              |                              |

## Request for Proposal #696-FD-16-Q029

Monday, November 21, 2016

TDCJ Contracts &amp; Procurement

Texas Prison Museum

| Name           | Company Name             | Position               | Phone        | E-mail                         |
|----------------|--------------------------|------------------------|--------------|--------------------------------|
| Joanna Whitten | SG Design                | Director Accounting    | 214-742-6044 | jwhitten@sgdesign.biz          |
| TOM CHAPMAN    | SG Design                | PRINCIPAL ARCHITECT    | 214-742-6044 | tchapman@sgdesign.biz          |
| KIRK MILLICAN  | FREESE AND NICHOLS, INC. | GROUP MANAGER          | 817-735-7484 | KIRK.MILLICAN@FREESE.COM       |
| ALLEN HIBBS    | AMTECH SOLUTIONS INC.    | ARCHITECT              | 713-266-4829 | allenhibbs@amtechsb.com        |
| MARK PACHECO   | PACHECO KOCH             | PRINCIPAL              | 972-235-3031 | mpacheco@pkce.com              |
| Debra Durda    | TDCJ - Fac Eng           | Contract Eng Mgr       | 936-437-7390 | debra.durda@tdcj.texas.gov     |
| LARRY ROGERS   | HUITT-ZOLLARS            | VICE PRESIDENT         | 817-335-3000 | lrogers@huitt-zollars.com      |
| Teresa Rhodes  | TDCJ                     | Contract Administrator | 936-437-7055 | teresa.rhodes@tdcj.texas.gov   |
| Melissa Wright | Johnston                 | A/E                    | 413-965-7110 | Melissa.Wright@Johnstonllc.com |
|                |                          |                        |              |                                |
|                |                          |                        |              |                                |



## EXHIBIT J.9 PROFESSIONAL SERVICES QUESTIONNAIRE

Name of \_\_\_\_\_  
Firm: \_\_\_\_\_

Services Offered:

\_\_\_\_\_ Architectural \_\_\_\_\_ Engineering \_\_\_\_\_ Other Design Services



TEXAS DEPARTMENT OF CRIMINAL JUSTICE

**INSTRUCTIONS FOR FILLING OUT THIS QUESTIONNAIRE:**

**ALL QUESTIONS ANSWERED ON A SHEET SEPARATE FROM THE QUESTIONNAIRE FORM WILL REQUIRE THE NUMBER (EXAMPLE#XI AND QUESTION COPIED AT THE TOP OF THE PAGE.**

**I. Basic Data**

Business Name of Firm: \_\_\_\_\_

Office Submitting Information: \_\_\_\_\_

Business Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_

Person to Contact: \_\_\_\_\_

State: \_\_\_\_\_ and Year Established: \_\_\_\_\_

Type of Business Organization:

\_\_\_\_\_ Individual/Sole Proprietorship \_\_\_\_\_ Partnership \_\_\_\_\_ Joint Venture

\_\_\_\_\_ Other (Attach explanation) \_\_\_\_\_ Corporation

Business Certifications:

\_\_\_\_\_ Small Business \_\_\_\_\_ Historically Underutilized Business (HUB)

\_\_\_\_\_ Other: \_\_\_\_\_

Former Firm Name(s) if any and Year(s) Established: \_\_\_\_\_

**Present      Branch**  
**Offices**Address:Phone:Contact:

|       |       |       |
|-------|-------|-------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

**II. Definitions:**

- IIA. Certifying Authority** - the Design Professional who has, or will, provide professional seal and signature for required plans and/or specifications.
- IIB. Design Professional** - a person registered as an architect under Chapter 1051 Occupations Code, a landscape architect under Chapter 1052 Occupations Code, an engineer under Chapter 1001 Occupations Code, or any person licensed or certified as acceptable to applicable Authority Having Jurisdiction such as a Fire Alarm Planning Superintendent, etc. This resource may be a direct employee of Firm or a Sub-provider. This resource is required to have been the Certifying Authority (as applicable) for projects to support "Capability(ies)" identified in Question V. This resource may be the same entity as the Project Lead, but shall not also perform as the Project Manager or Principle in Charge.
- IIC. Firm** - the entity responding to this solicitation who is legally authorized to provide identified services in the state of Texas. Firm is required to perform as the "Prime" contractor for the Contract resulting from this solicitation.
- IID. Principle in Charge** - An entity within Firm who is, or has direct access to, owner of Firm or other similarly responsible entity within Firm. This resource is required to be one organizational level above Project "Manager" and to have been the Certifying Authority (as applicable) for projects to support "Capability(ies)" identified in Question V.
- IIE. Project Lead** - personnel who will be assigned to perform Project "Lead" services to accomplish design, bid services, and construction administration services for projects such as identified in this solicitation. This resource is required to have been the Certifying Authority (as applicable) for projects to support "Capability(ies)" as identified in Question V. This resource may be a direct employee of Firm or a Sub-provider. This resource may be the same entity as the Project Manager; however, to perform as Project Manager as described in IIF, this resource shall not be the same entity as the Principle in Charge.
- IIF. Project Manager** - personnel who will be assigned to perform Project "Manager" services to accomplish design, bid services, and construction administration services for projects such as identified in this solicitation. This resource is required to have been the Certifying Authority (as applicable) for projects to support "Capability(ies)" as identified in Question V. This resource may be a direct employee of Firm or a Sub-provider. This resource may be the same entity as Principal in Charge; however, to perform as Principal in Charge, this resource shall be a direct employee of Firm.
- IIF. Sub-provider** - a design service provider in a pre-established relationship with Firm for the purpose of responding to this solicitation.

**III. Personnel: Person(s) assigned to interface with TDCJ**

For each entity described in IIIA thru IIID on attached form(s) (correlated to IIIA thru IIID respectively) give a personal history statement (to include the information on form(s)). Indicate whether entity is a direct employee of Firm or a Sub-provider and provide the office location.

- IIIA. Personnel at Firm** who will be assigned as Principal in Charge (Reference IID).
- IIIB. Personnel** who will be assigned as Project Manager (Reference IIF).
- IIIC. Personnel** who will be assigned as Project Lead (Reference IIE).
- IIID. Design Professional(s)** who will be assigned to perform Design Services (provide seal and signature to plans and/or specifications), Bid Services and Project Administration Services.

#### IV. Size of Firm and Sub-providers; Distribution of Staff:

IVA. On the attached form(s) (correlated to IVA) provide number of staff at Firm for each category.

IVB. On the attached form(s) (correlated to IVB) provide number of staff at sub-provider firm, if applicable, for each category.

IVC. For Firm, provide number of Personnel in organization during the past five (5) years:

Maximum Number: \_\_\_\_\_ Year: \_\_\_\_\_  
(Year you had the maximum number of people.)

Minimal Number: \_\_\_\_\_  
Normal Avg Operating: \_\_\_\_\_

#### V. Design/Construction Capability

VA. REQUIRED: Place a single "x" in the applicable blank for each design/construction capability that is performed by personnel directly employed by Firm or a Sub-provider – (Capability). To be identified as a "Capability" the Design Professional on which the "Capability" is based shall have performed both Design and Construction Administration services for such. Other portions of the solicitation identify additional required elements and additional optional elements for response to this solicitation. Only responses relative to items identified as a "Capability" are required.

|                                                                                                |                                                              |
|------------------------------------------------------------------------------------------------|--------------------------------------------------------------|
| _____ Mech-Boilers/Chillers/HVAC                                                               | _____ Elect-Fire Alarm Systems in<br>Detention<br>Facilities |
| _____ Mech-Plumbing (Kitchens,<br>Laundry, Showers, Toilets, etc.)                             | _____ Civil-Roadways, Bridges                                |
| _____ Elect-Distribution/Utilization<br>Systems                                                | _____ Civil-Water/Waste-water                                |
| _____ Elect-Locking Systems/Controls<br>(possibly interfaced with<br>intercom,<br>Video, etc.) | _____ Civil-Structural (single- to four-<br>story)           |
| _____ Elect-Lighting/Controls<br>Interior and Exterior                                         | _____ Arch-Renovation interior space                         |
|                                                                                                | _____ Arch-Roof repair/replace                               |
|                                                                                                | _____ Arch-Building envelope<br>repair/replace               |

VB. REQUIRED: For each design/construction capability identified in VA, submit as exhibits information regarding a single unique project with a construction cost greater than \$250,000 and the Certifying Authority for the entirety of the project was an entity as described in III. A design/construction capability identified in VA that is not supported by a single, unique, corresponding exhibit in VB will not be considered as a design/construction capability provided on this contract by Firm.

*For each exhibit, provide the following information:*

- A) Primary Design Firm;
- B) Name and Capability (as correlates to "Capability" identified in VA);
- C) Name, phone, e-mail and mailing address of client;
- D) Type of Project (as correlates to "Capability" identified in VA);
- E) Location;

- F) *Construction Cost;*
- G) *Date of Completion;*
- H) *Description of overall project;*
- I) *Description of design and design approach;*
- J) *Description of one specific challenge, strategy to overcome the challenge and ultimate outcome.*
- K) *Unless specifically requested photographs are optional. If provided, photographs shall not exceed 8" x 10" for each photograph. Do not submit photographs of models, sketches, etc.*

**VC.** **OPTIONAL:** For each design/construction Capability identified VA, submit as exhibits information regarding a project with a construction cost greater than \$1,000,000 and the Principal in Charge or Project Manager for the entirety of the project was an entity identified in III. A design/construction Capability identified in VA that is not supported by an exhibit in VC will not be considered as a design/construction Capability provided by Firm with this level of complexity. (A response for VC is NOT required in order to respond to this solicitation; however, if providing a response to VC, a response is required for all Capabilities identified in VA.)

*For each exhibit, provide the following information:*

- A) *Primary Design Firm;*
- B) *Name and Capability (as correlates to "Capability" identified in VA);*
- C) *Name, phone, e-mail and mailing address of client;*
- D) *Type of Project (as correlates to "Capability" identified in VA);*
- E) *Location;*
- F) *Construction Cost;*
- G) *Date of Completion;*
- H) *Description of overall project;*
- I) *Description of design and design approach;*
- J) *Description of one specific challenge, strategy to overcome the challenge and ultimate outcome.*
- K) *Unless specifically requested photographs are optional. If provided, photographs shall not exceed 8" x 10" for each photograph. Do not submit photographs of models, sketches, etc.*

## **VI. Firm's Current Projects**

*On the attached form (correlated to VI), provide a list of ongoing projects for which Firm is currently performing services as described in this solicitation for projects to support "Capability(ies)" identified in VA. (This list is intended to identify projects that would remain the contractual responsibility of Firm upon the departure of all resources assigned to the subject project.)*

## **VII. Firm's Completed Projects**

*On the attached form (correlated to VII), for the previous five (5) years, provide a history of completed projects for which Firm performed services as described in this solicitation for projects to support "Capability(ies)" as identified in VA. (This list is intended to identify projects that would have remained the contractual responsibility of Firm upon the departure of all resources assigned to the subject project.)*

**VIII. Exhibits of Firm's Current and Completed Projects**

*For five (5) examples of work that are listed in each of sections VI and VII above, provide the following information:*

- A) Primary Design Firm;*
- B) Name and address of the client;*
- C) Type of Project (as correlates to "Capability(ies)" identified in VA);*
- D) Location;*
- E) Construction Cost;*
- F) Date of Completion;*
- G) Unless specifically requested photographs are optional. If provided, furnish one exterior and one interior photograph not to exceed 8" x 10" for each photograph. Do not submit photographs of models, sketches, etc.*

**IX. References**

*Provide three (3) letters of reference in solicitation response. Letters of reference may be provided from entities otherwise identified by contact information in provided exhibits; however, having provided contact information in response to other items in this solicitation will not be considered as responsive to the requirement to provide letters of reference as required for this item.*

- X. Describe in brief narrative the method used to control construction and life-cycle cost and put into practice design projects with governmental constraints such as budget and approval schedules. (Identify as Attachment X if attaching as a separate document.)**
- XI. Describe in brief narrative the scheduling methods, capacity and approaches the firm uses to develop design schedule and manage schedule recovery. (Identify as Attachment XI if attaching as a separate document.)**
- XII. Provide a copy of Firm's Quality Assurance/ Quality Control process/policy for the Design Approach and production of Construction Documents. (Identify as Attachment XII. If indicated, document will remain confidential and will be returned upon completion of evaluation.)**
- XIII. Briefly describe Firm's method of Construction Administration (Bullet format of steps taken in Construction Administration. Identify as attachment XIII if attaching as a separate document.)**

- XIV.** Provide a company organization chart. (Identify as Attachment XIV if attaching as a separate document.)
- XV.** Using Firm's current structure and pre-established relationship with sub-provider, if applicable, describe in brief detail the maximum number of projects Firm could handle at any one time. (Identify as Attachment XV if attaching a separate document.)
- XVI.** List Firm's major physical resources, i.e. office space, computers, hardware and software, office equipment, copying resources, etc. (Identify as Attachment XVI if attaching a separate document.)
- XVII.** Provide a current last audited financial statement demonstrating Firm's financial solvency and stability. (Identify as Attachment XVII. These will be kept under lock and key and destroyed upon completion of evaluation.)

**XVIII. Purpose of Submitting this Questionnaire**

I/We wish to be considered for design, bid, and construction administration services for projects as described in this solicitation. I/We are a firm capable of providing services required from "beginning of design development to end of construction" for such projects, either with personnel directly employed by our firm or by utilizing personnel provided via a pre-established relationship with a sub-provider. I/We understand, if engaged, our firm will be tasked with providing "prime" contractor services for either a combination of design and construction administration or a combination of design, bid and construction administration. (A Service Authorization for only Construction Administration services will not be awarded except in very isolated special circumstances, if at all.)

**XIX. Certification and Signature**

As of this date the foregoing is a true statement of facts. Date: \_\_\_\_\_

Office Submitting Information: \_\_\_\_\_

Submitted By: \_\_\_\_\_

Printed Name and Title of Submitter: \_\_\_\_\_

**ATTACHMENT IIIA. PERSONNEL**

Name \_\_\_\_\_  
Location \_\_\_\_\_  
Discipline (Arch, Engr, Struct., Mech., Elec., Plumb., etc.) CCA, CPA) \_\_\_\_\_  
Registration/License #: \_\_\_\_\_  
Years of Experience: \_\_\_\_\_ years  
As Principal in this firm: \_\_\_\_\_ years  
As Principal in another firm: \_\_\_\_\_ years  
As other than Principal: \_\_\_\_\_ years  
Experience in: Penal design \_\_\_\_\_ Remodeling \_\_\_\_\_  
Institutional Government Design Work \_\_\_\_\_

---

Name \_\_\_\_\_  
Location \_\_\_\_\_  
Discipline (Arch, Engr, Struct., Mech., Elec., Plumb., etc.) CCA, CPA) \_\_\_\_\_  
Registration/License #: \_\_\_\_\_  
Years of Experience: \_\_\_\_\_ years  
As Principal in this firm: \_\_\_\_\_ years  
As Principal in another firm: \_\_\_\_\_ years  
As other than Principal: \_\_\_\_\_ years  
Experience in: Penal design \_\_\_\_\_ Remodeling \_\_\_\_\_  
Institutional Government Design Work \_\_\_\_\_

---

Name \_\_\_\_\_  
Location \_\_\_\_\_  
Discipline (Arch, Engr, Struct., Mech., Elec., Plumb., etc.) CCA, CPA) \_\_\_\_\_  
Registration/License #: \_\_\_\_\_  
Years of Experience: \_\_\_\_\_ years  
As Principal in this firm: \_\_\_\_\_ years  
As Principal in another firm: \_\_\_\_\_ years  
As other than Principal: \_\_\_\_\_ years  
Experience in: Penal design \_\_\_\_\_ Remodeling \_\_\_\_\_  
Institutional Government Design Work \_\_\_\_\_



**ATTACHMENT IIIB. PERSONNEL**

Name \_\_\_\_\_

Discipline (Arch, Engr, Struct., Mech., Elec., Plumb., etc.) CCA, CPA) \_\_\_\_\_

Registration/License #: \_\_\_\_\_

Years of Experience: \_\_\_\_\_ years

As Associate in this firm: \_\_\_\_\_ years

As Associate in another firm: \_\_\_\_\_ years

As other than Associate: \_\_\_\_\_ years

Experience in: Penal design \_\_\_\_\_ Remodeling \_\_\_\_\_  
Institutional Government Design Work \_\_\_\_\_

Name \_\_\_\_\_

Discipline (Arch, Engr, Struct., Mech., Elec., Plumb., etc.) CCA, CPA) \_\_\_\_\_

Registration/License #: \_\_\_\_\_

Years of Experience: \_\_\_\_\_ years

As Associate in this firm: \_\_\_\_\_ years

As Associate in another firm: \_\_\_\_\_ years

As other than Associate: \_\_\_\_\_ years

Experience in: Penal design \_\_\_\_\_ Remodeling \_\_\_\_\_  
Institutional Government Design Work \_\_\_\_\_

Name \_\_\_\_\_

Discipline (Arch, Engr, Struct., Mech., Elec., Plumb., etc.) CCA, CPA) \_\_\_\_\_

Registration/License #: \_\_\_\_\_

Years of Experience: \_\_\_\_\_ years

As Associate in this firm: \_\_\_\_\_ years

As Associate in another firm: \_\_\_\_\_ years

As other than Associate: \_\_\_\_\_ years

Experience in: Penal design \_\_\_\_\_ Remodeling \_\_\_\_\_

**ATTACHMENT IIIC. PERSONNEL**

Name \_\_\_\_\_

Discipline (Arch, Engr, Struct., Mech., Elec., Plumb., etc.) CCA, CPA) \_\_\_\_\_

Registration/License #: \_\_\_\_\_

Years of Experience: \_\_\_\_\_ years

As Associate in this firm: \_\_\_\_\_ years

As Associate in another firm: \_\_\_\_\_ years

As other than Associate: \_\_\_\_\_ years

Experience in: Penal design \_\_\_\_\_ Remodeling \_\_\_\_\_

Institutional Government Design Work \_\_\_\_\_

Name \_\_\_\_\_

Discipline (Arch, Engr, Struct., Mech., Elec., Plumb., etc.) CCA, CPA) \_\_\_\_\_

Registration/License #: \_\_\_\_\_

Years of Experience: \_\_\_\_\_ years

As Associate in this firm: \_\_\_\_\_ years

As Associate in another firm: \_\_\_\_\_ years

As other than Associate: \_\_\_\_\_ years

Experience in: Penal design \_\_\_\_\_ Remodeling \_\_\_\_\_

Institutional Government Design Work \_\_\_\_\_

Name \_\_\_\_\_

Discipline (Arch, Engr, Struct., Mech., Elec., Plumb., etc.) CCA, CPA) \_\_\_\_\_

Registration/License #: \_\_\_\_\_

Years of Experience: \_\_\_\_\_ years

As Associate in this firm: \_\_\_\_\_ years

As Associate in another firm: \_\_\_\_\_ years

As other than Associate: \_\_\_\_\_ years

Experience in: Penal design \_\_\_\_\_ Remodeling \_\_\_\_\_

Institutional Government Design Work \_\_\_\_\_

Institutional Government Design Work \_\_\_\_\_

**ATTACHMENT IIID. PERSONNEL**

Name \_\_\_\_\_  
Discipline (Arch, Engr, Struct., Mech., Elec., Plumb., etc.) CCA, CPA) \_\_\_\_\_  
Registration/License #: \_\_\_\_\_  
Years of Experience: \_\_\_\_\_ years  
As Associate in this firm: \_\_\_\_\_ years  
As Associate in another firm: \_\_\_\_\_ years  
As other than Associate: \_\_\_\_\_ years  
Experience in: Penal design \_\_\_\_\_ Remodeling \_\_\_\_\_  
Institutional Government Design Work \_\_\_\_\_

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Name \_\_\_\_\_  
Discipline (Arch, Engr, Struct., Mech., Elec., Plumb., etc.) CCA, CPA) \_\_\_\_\_  
Registration/License #: \_\_\_\_\_  
Years of Experience: \_\_\_\_\_ years  
As Associate in this firm: \_\_\_\_\_ years  
As Associate in another firm: \_\_\_\_\_ years  
As other than Associate: \_\_\_\_\_ years  
Experience in: Penal design \_\_\_\_\_ Remodeling \_\_\_\_\_  
Institutional Government Design Work \_\_\_\_\_

---

Name \_\_\_\_\_  
Discipline (Arch, Engr, Struct., Mech., Elec., Plumb., etc.) CCA, CPA) \_\_\_\_\_  
Registration/License #: \_\_\_\_\_  
Years of Experience: \_\_\_\_\_ years  
As Associate in this firm: \_\_\_\_\_ years  
As Associate in another firm: \_\_\_\_\_ years  
As other than Associate: \_\_\_\_\_ years  
Experience in: Penal design \_\_\_\_\_ Remodeling \_\_\_\_\_  
Institutional Government Design Work \_\_\_\_\_  
Institutional Government Design Work \_\_\_\_\_

**ATTACHMENT VI. CURRENT PROJECTS**

| NAME AND TYPE OF PROJECT | LOCATION | NAME AND ADDRESS OF<br>OWNER<br>& CONTACT PERSON | ESTIMATED<br>CONSTRUCTION<br>COST | PERCENT COMPLETE |              |
|--------------------------|----------|--------------------------------------------------|-----------------------------------|------------------|--------------|
|                          |          |                                                  |                                   | DESIGN           | CONSTRUCTION |
|                          |          |                                                  |                                   |                  |              |
|                          |          |                                                  |                                   |                  |              |
|                          |          |                                                  |                                   |                  |              |
|                          |          |                                                  |                                   |                  |              |
|                          |          |                                                  |                                   |                  |              |
|                          |          |                                                  |                                   |                  |              |
|                          |          |                                                  |                                   |                  |              |
|                          |          |                                                  |                                   |                  |              |
|                          |          |                                                  |                                   |                  |              |
|                          |          |                                                  |                                   |                  |              |
|                          |          |                                                  |                                   |                  |              |
|                          |          |                                                  |                                   |                  |              |
| <b>TOTAL PROJECTS</b>    |          |                                                  | <b>TOTAL COSTS</b>                |                  |              |

**ATTACHMENT VII. COMPLETED PROJECTS**

| NAME AND TYPE OF PROJECT | LOCATION | YEAR CONST. COMPLETED | NAME AND ADDRESS OF OWNER & CONTACT PERSON | ESTIMATED CONSTRUCTION COST AT DESIGN COMPLETE | AMOUNT OF AWARDED CONSTRUCTION CONTRACT | FINAL CONSTRUCTION COST |
|--------------------------|----------|-----------------------|--------------------------------------------|------------------------------------------------|-----------------------------------------|-------------------------|
|                          |          |                       |                                            |                                                |                                         |                         |
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|                          |          |                       |                                            |                                                |                                         |                         |
|                          |          |                       |                                            |                                                |                                         |                         |
| <b>TOTAL PROJECTS</b>    |          |                       | <b>TOTAL COSTS</b>                         |                                                |                                         |                         |

**IVA. Provide number of staff at Firm for each category.**

| Principals in Charge, Project Managers, Design Professionals by Discipline, and related personnel at Firm:<br>(Edit as required.) | Home Office Location | Branch Office Location | Repeat Branch Office Location as required |
|-----------------------------------------------------------------------------------------------------------------------------------|----------------------|------------------------|-------------------------------------------|
| Principal in Charge                                                                                                               |                      |                        |                                           |
| Project Manager                                                                                                                   |                      |                        |                                           |
| Senior Architect                                                                                                                  |                      |                        |                                           |
| Mid Architect                                                                                                                     |                      |                        |                                           |
| Junior Architect                                                                                                                  |                      |                        |                                           |
| Architect Designer                                                                                                                |                      |                        |                                           |
| Sr. Landscape Architect/Planner                                                                                                   |                      |                        |                                           |
| Mid Landscape Architect/Planner                                                                                                   |                      |                        |                                           |
| Jr. Landscape Architect/Planner                                                                                                   |                      |                        |                                           |
| Senior MEP (PE)                                                                                                                   |                      |                        |                                           |
| Mid MEP (PE)                                                                                                                      |                      |                        |                                           |
| Junior MEP (EIT)                                                                                                                  |                      |                        |                                           |
| Senior Civil (PE)                                                                                                                 |                      |                        |                                           |
| Mid Civil (PE)                                                                                                                    |                      |                        |                                           |
| Junior Civil (EIT)                                                                                                                |                      |                        |                                           |
| Civil Designer                                                                                                                    |                      |                        |                                           |
| Senior Structure (PE)                                                                                                             |                      |                        |                                           |
| Mid Structure (PE)                                                                                                                |                      |                        |                                           |
| Junior Structure (EIT)                                                                                                            |                      |                        |                                           |
| Structural Design                                                                                                                 |                      |                        |                                           |
| Senior Roof                                                                                                                       |                      |                        |                                           |
| Mid Roof                                                                                                                          |                      |                        |                                           |
| Junior Roof                                                                                                                       |                      |                        |                                           |
| Roof Designer                                                                                                                     |                      |                        |                                           |
| Senior CADD                                                                                                                       |                      |                        |                                           |
| Mid CADD                                                                                                                          |                      |                        |                                           |
| Junior CADD                                                                                                                       |                      |                        |                                           |
| Other Design Professional                                                                                                         |                      |                        |                                           |
| Inspector                                                                                                                         |                      |                        |                                           |
| Surveyors                                                                                                                         |                      |                        |                                           |
| Construction Administration                                                                                                       |                      |                        |                                           |
| Estimator                                                                                                                         |                      |                        |                                           |
| Specification Writer                                                                                                              |                      |                        |                                           |
| Clerical/Administration                                                                                                           |                      |                        |                                           |

**IVB. Provide number of staff at sub-provider firm, if applicable, for each category. (Provide separate form for each sub-provider firm.)**

| Project Managers, Design Professionals by Discipline, and related personnel at sub-provider firm:<br>(Edit as required.) | Home Office Location | Branch Office Location | Repeat Branch Office Location as required |
|--------------------------------------------------------------------------------------------------------------------------|----------------------|------------------------|-------------------------------------------|
| Principal in Charge                                                                                                      |                      |                        |                                           |
| Project Manager                                                                                                          |                      |                        |                                           |
| Senior Architect                                                                                                         |                      |                        |                                           |
| Mid Architect                                                                                                            |                      |                        |                                           |
| Junior Architect                                                                                                         |                      |                        |                                           |
| Architect Designer                                                                                                       |                      |                        |                                           |
| Sr. Landscape Architect/Planner                                                                                          |                      |                        |                                           |
| Mid Landscape Architect/Planner                                                                                          |                      |                        |                                           |
| Jr. Landscape Architect/Planner                                                                                          |                      |                        |                                           |
| Senior MEP (PE)                                                                                                          |                      |                        |                                           |
| Mid MEP (PE)                                                                                                             |                      |                        |                                           |
| Junior MEP (EIT)                                                                                                         |                      |                        |                                           |
| Senior Civil (PE)                                                                                                        |                      |                        |                                           |
| Mid Civil (PE)                                                                                                           |                      |                        |                                           |
| Junior Civil (EIT)                                                                                                       |                      |                        |                                           |
| Civil Designer                                                                                                           |                      |                        |                                           |
| Senior Structure (PE)                                                                                                    |                      |                        |                                           |
| Mid Structure (PE)                                                                                                       |                      |                        |                                           |
| Junior Structure (EIT)                                                                                                   |                      |                        |                                           |
| Structural Design                                                                                                        |                      |                        |                                           |
| Senior Roof                                                                                                              |                      |                        |                                           |
| Mid Roof                                                                                                                 |                      |                        |                                           |
| Junior Roof                                                                                                              |                      |                        |                                           |
| Roof Designer                                                                                                            |                      |                        |                                           |
| Senior CADD                                                                                                              |                      |                        |                                           |
| Mid CADD                                                                                                                 |                      |                        |                                           |
| Junior CADD                                                                                                              |                      |                        |                                           |
| Other Design Professional                                                                                                |                      |                        |                                           |
| Inspector                                                                                                                |                      |                        |                                           |
| Surveyors                                                                                                                |                      |                        |                                           |
| Construction Administration                                                                                              |                      |                        |                                           |
| Estimator                                                                                                                |                      |                        |                                           |
| Specification Writer                                                                                                     |                      |                        |                                           |
| Clerical/Administration                                                                                                  |                      |                        |                                           |

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**AMENDMENT OF SOLICITATION**Page 1 of 2 Pages

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**1. SOLICITATION NO.**

696-F-16-Q029

**2. AMENDMENT NO.**

A-002

**3. EFFECTIVE DATE**December 14, 2016

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**4. ISSUED BY**

Texas Department of Criminal Justice  
Contracts and Procurement, Client Services and Governmental Contracts  
Two Financial Plaza, Suite 525  
Huntsville, Texas 77340

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**5. NAME AND ADDRESS OF OFFEROR**

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6. The above numbered solicitation is amended as set forth in Item 7. The hour and date specified for receipt of Offers ☐ is extended, ☒ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 5 and 8, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or e-mail which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by e-mail or letter, provided each e-mail or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

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**7. DESCRIPTION OF AMENDMENT**

The purpose of this amendment is to revise Answer #12 from Amendment A-001 to read as follows:

Except as provided herein, all terms and conditions of the solicitation, as heretofore changed, remain unchanged and in full force and effect.

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**8a. NAME AND TITLE OF SIGNER (Type or Print)**

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**8b. OFFEROR**

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*(Signature of Person Authorized to Sign)*

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*Date Signed*



**Questions and Answers:**

**Question #12:** Exhibits and Forms – Can the Department please clarify which forms from Section J are to be included in the RFQ response? At the moment we identify J.1 and J.9.

**Answer #12:** Section J - Exhibits J.1, J.7 and J.9 should be returned with your RFQ response. Exhibit J.10, Non-Employee Background Questionnaire, is not required to be returned with the RFQ. It is to be supplied (if required) when Service Authorizations are assigned.