SOLICITATION, OFFER AND AWARD

1. CONTRACT NO.	2. SOLICITATION NO.	3. TYPE OF SOLICITATION	4. DATE ISSUED
696-FD-17-19-C084	696-FD-16-Q029	☐ SEALED BID (IFB) ☐ NEGOTIATED (RFO) ☒ NEGOTIATED (RFQ)	November 9, 2016

SOLICITATION

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

OFFER (Must be fully completed by Offeror)

7. DISCOUNT FOR PROMPT PAYMENT →	10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	60 CALENDAR DAYS
	2 %	1 %	0 %	0 %
8. ACKNOWLEDGMENT OF AMENDMENTS: (*The Offeror acknowledges receipt of amendments to the SOLICITATION for Offerors and related documents numbered and dated:*	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
	A-001	December 9, 2016		
	A-002	December 14, 2016		

9. NAME AND ADDRESS OF OFFEROR: →	10. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (*Type or Print*)
Fincher Engineering, LLC **12402 Slide RD. Suite 403** **Lubbock, Texas 79424**	**Justin Fincher, P.E.** **Owner**
11. TELEPHONE NO. (*Include area code*) **(806) 701-5109**	12. SIGNATURE 13. OFFER DATE **12-22-2016**

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 $750,000.00** for the duration of the contract inclusive of extension periods, or as increased by Owner.

Contractor	**Texas Department of Criminal Justice**
By:	By:
Name: Justin Fincher, P.E.	Jerry McGinty
Title: Owner	Title: Chief Financial Officer
Date: 3-8-2017	Date: 3/14/17

The following items are mutually agreed to by Fincher Engineering, LLC 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 E.4, Fraud, Waste or Abuse, the phone number for the Internal Audit Division has been revised.

5. Section H.2.2.A, the Texas Administrative Code number has been revised due to a revision in Statewide Procurement rules.

6. Section J, List of Exhibits, has been revised to correct the number of pages for each exhibit and by deleting Exhibit J.9.

7. Exhibit J.1, HUB Subcontracting Plan, has been revised to include the Contractor's completed forms.

8. Exhibit J.9, Professional Services Questionnaire, has been removed from this Contract to ensure that confidential information is safeguarded.

9. 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.8, K.9, K.10 and K.11.

10. Section K.5, the Texas Administrative Code number has been revised due to a revision in Statewide Procurement rules.

11. 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

SECTION G - CONTRACT ADMINISTRATION DATA 46
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

SECTION H - SPECIAL CONTRACT REQUIREMENTS 50
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

SECTION I - CONTRACT CLAUSES 55
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

SECTION J - LIST OF EXHIBITS 68

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS 69
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 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 - SUPPLIES OR SERVICES AND PRICES/COSTS

Fincher Engineering LLC
Fee Schedule
A/E Services

Service Description	Billable Rate Base Period Award - 08/31/19	Billable Rate Option Period 1 09/01/19 - 08/31/20	Billable Rate Option Period 2 09/01/20- 08/31/21	Billable Rate Option Period 3 09/01/21- 08/31/22
Principal in Charge	$190.00	$198.00	$206.00	$215.00
Project Manager	$170.00	$177.00	$185.00	$193.00
Senior MEP (PE)	$150.00	$156.00	$163.00	$170.00
Mid MEP (PE)	$140.00	$146.00	$152.00	$159.00
Junior MEP (EIT)	$120.00	$125.00	$130.00	$136.00
MEP Designer	$100.00	$104.00	$109.00	$114.00
Senior CADD	$110.00	$115.00	$120.00	$125.00
Mid CADD	$100.00	$104.00	$109.00	$114.00
Junior CADD	$90.00	$94.00	$98.00	$102.00
Inspector	$150.00	$156.00	$163.00	$170.00
Construction Administrator	$150.00	$156.00	$163.00	$170.00
Estimator	$140.00	$146.00	$152.00	$159.00
Specification Writer	$100.00	$104.00	$109.00	$114.00
Clerical/Administration	$100.00	$104.00	$109.00	$114.00

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 (1st and 15th) 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 Days
b. Prepare Change Proposal Request (CPR) (A/E generated)	-	5 Days
c. Evaluate & respond to Proposed Change Request (PCR) (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 (10th) 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
MONTHLY		
Fifth (5th) 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
OTHER		
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. 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.

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:

_____
_____
_____

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 (1st) 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 (5th) 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: **Fincher Engineering, LLC** State of Texas VID #:

Point of Contact: **Justin Fincher , P.E.** Phone #: **806-863-3301**

E-mail Address: **justin@finchereng.com** Fax #:

b. Is your company a State of Texas certified HUB? ( ) - Yes (X) - No

c. Requisition #: **#696-FD-16-Q029** Bid Open Date: **December 28, 2016** (mm/dd/yyyy)

Enter your company's name here: Fincher Engineering, LLC 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.)
- (X) - ***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 continuous contract* in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* 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/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: Fincher Engineering, LLC 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.

I do not see 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	Printed Name	Title	Date (mm/dd/yyyy)
	Justin Fincher, P.E.	Owner	12-22-2016

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-C084 **Date of Award:** 03/15/17 (mm/dd/yyyy) **Object Code:** (Agency Use Only)

Contracting Agency/University Name: Texas Department of Criminal Justice

Contract Administrator Name: Reita Johnson

Contractor (Company) Name: Fincher Engineering, LLC **State of Texas VID #:**

Point of Contact: Justin Fincher **Phone #:** 806-701-5109

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/tpasscmblsearch/index.jsp*

Subcontractor's Name	*Texas certified HUB? (Yes or No)	Subcontractor's VID or HUB Certificate Number (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 (Agency Use Only)
				$	$	
				$	$	
			$	$	$	
			$	$	$	
			$	$	$	
			$	$	$	
			$	$	$	
			$	$	$	
			$	$	$	
			$	$	$	
			$	$	$	
			$	$	$	
TOTALS:			$	$	$	

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.

- 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: _____

	% Complete	Approved Contract	% Due to Date	Previously Invoiced	Amount Due This Invoice
BASIC SERVICES					
Concept Phase (J.12 A)					
1st Technical Review Phase (J.12 B)					
Final Technical Review Phase (J.12C)					
Contractual Review Phase (J.12 D)[1]					
Construction Documents Phase (J.12 E)					
Bid Phase (J.12 F)[1]					
Construction Administration Phase (J.12 G)					
TOTAL BASIC SERVICES					
ADDITIONAL SERVICES					
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					

[1]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:

	1st 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
	J.12 A	**J.12 B**	**J. 12 C**	**J.12 D**	**J.12 E**	**J.12 F**	**J.12 G**	
Fee								

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:

	1st Tech Review Phase	Pre-Final Tech Review Phase	Final Tech Review Phase	Construction Documents Phase	Construction Administration	Total
	J.12 A	**J.12 B**	**J.12 C**	**J.12 E**	**J.12 G**	
Fee						

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 / Allowed	Unacceptable / Disallowed	Notes
Meals - No receipts required (per State of Texas meal reimbursement, as posted by the Comptroller's Office) Tips & Gratuities	Allowed	 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 Taxes on $37.50 **Refueling**: If fuel was provided by rental agency, the cost will be reimbursed with required receipts.	Allowed 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:	**Approved & Authorized for Owner:**
Name: _____	**Name:** _____
Title: _____	**Title:** Chief Financial Officer
Signature: _____	**Signature:** _____
Date Signed: _____	**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**.
- 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: _____

EXHIBIT J.12 COST ESTIMATE FORM	TDCJ UNIT:	CONTRACT & SA NO.
	CITY:	COUNTY:
PROJECT NAME/DESC.:		SCHEDULE (Calendar Days):

BASIC SERVICES

1st Technical Review Phase:

Task 1	Rate[1]:	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)			

Pre-Final Technical Review Phase:

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)			

EXHIBIT J.12 COST ESTIMATE FORM	TDCJ UNIT:	CONTRACT & SA NO.
	CITY:	COUNTY:
PROJECT NAME/DESC.:		SCHEDULE (Calendar Days):

Final Technical Review Phase:			
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)			

Contractual Review Phase: (Contract Construction ONLY) (OMIT for Construction by Maint.)			
Task X:	Rate:	Hours:	Extention:
Resource 1			
Resource 2			
Resource 3			
Resource 4			
D. Contractual Review Phase progress payment (Contract Construction ONLY): (PAYABLE UPON RETURN OF Contractual Review comments to A/E)			

Construction Documents Phase: (Signed/Sealed Documents)			
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.)			

EXHIBIT J.12 COST ESTIMATE FORM	TDCJ UNIT:	CONTRACT & SA NO.
	CITY:	COUNTY:
PROJECT NAME/DESC.:		SCHEDULE (Calendar Days):

Bid Phase: (Contract Construction ONLY) (OMIT for Construction by Maint.)

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)			

Construction Administration Phase:

Estimated Costruction Duration:		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, round up.	
Resource 1			
Resource 2			
Resource 3			
Resource 4			

EXHIBIT J.12 COST ESTIMATE FORM	TDCJ UNIT:	CONTRACT & SA NO.	
	CITY:	COUNTY:	
PROJECT NAME/DESC.:		SCHEDULE (Calendar Days):	
Special Requirement On-site Inspections (If required):			
# of Inspections required based on construction duration:			
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			
G. Construction Administration Total: (% of Construction Administration Total will be approved based on % construction complete.)			
		TOTAL MAN-HOURS:	
BASIC SERVICES TOTAL (EXHIBIT J.3):		$	-

EXHIBIT J.12 COST ESTIMATE FORM	TDCJ UNIT:	CONTRACT & SA NO.
	CITY:	COUNTY:
PROJECT NAME/DESC.:		SCHEDULE (Calendar Days):

ADDITIONAL SERVICES & REIMBURSABLE EXPENSES (as described in proposal letter, per C16)

AS 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)	
TOTAL (EXHIBIT J.4):	$	-

ESTIMATED TRIPS

BASIC SERVICES	Total Number of Trips	
ADDITIONAL SERVICES	Total Number of Trips	
A/E FIRM NAME AND ADDRESS:	**TOTAL COST TO STATE (J.3 + J.4)**	
	DATE:	
PREPARED BY (Signature and Title)	APPROVED BY (Signature and Title)	

Project Schedule

(Schedule is shown in Calendar Days)

Unit: **Project:** **MWR #**

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

[1]to be completed by Firm.
[2]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 [ ] is, or [X] 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 [X] 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.

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).

Justin Fincher, P.E.	Owner	(806) 701-5109
Kris Stepp, P.E.	Electrical Team Leader	(806) 701-5109

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: [redacted] 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: Justin Fincher, P.E. Title: Owner

Phone Number: (806) 701-5109 Fax Number: _____

Street Address: 12402 Slide Rd., Suite 403

City: Lubbock State: Texas Zip Code: 79424

Email Address: justin@finchereng.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.

Justin Fincher
Name of Offeror

#696-FD-16-Q029
Solicitation No.

Signature of Authorized Individual

12-19-2016
Date

Justin Fincher, P.E.
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.

Appendix

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

SECTION G - CONTRACT ADMINISTRATION DATA 46
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

SECTION H - SPECIAL CONTRACT REQUIREMENTS 50
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

SECTION I - CONTRACT CLAUSES 55
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

SECTION J - LIST OF EXHIBITS 68

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS 69
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 **Deleted Contained Personal Information** 77
K.10 POINT OF CONTACT 78
K.11 CERTIFICATION 78

SOLICITATION, OFFER AND AWARD

1. CONTRACT NO.	2. SOLICITATION NO.	3. TYPE OF SOLICITATION	4. DATE ISSUED
	696-FD-16-Q029	☐ SEALED BID (IFB) ☐ NEGOTIATED (RFO) ☒ NEGOTIATED (RFQ)	November 9, 2016

SOLICITATION

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

OFFER (Must be fully completed by Offeror)

7. DISCOUNT FOR PROMPT PAYMENT:➔	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	____ CALENDAR DAYS %
8. ACKNOWLEDGMENT OF AMENDMENTS: (*The Offeror acknowledges receipt of amendments to the SOLICITATION for Offerors and related documents numbered and dated:*	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

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 total funding for the Base Period of this Contract (March 1, 2017 through August 31, 2019) shall not exceed $_____.

Contractor	**Texas Department of Criminal Justice**
By: _____	By: _____
Name: _____	Jerry McGinty
Title: _____	Title: Chief Financial Officer
Date: _____	Date: _____

TABLE OF CONTENTS

Page

TABLE OF CONTENTS **2**

SECTION A - CONTRACT DEFINITIONS **6**

SECTION B - RESERVED FOR FUTURE USE **9**

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT **10**

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

SECTION D - REPORTS AND DATA **38**

D.1 REPORTS REQUIRED FROM A/E 38

SECTION E - INSPECTION AND ACCEPTANCE **39**

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

SECTION F - DELIVERIES OR PERFORMANCE **41**

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

SECTION G - CONTRACT ADMINISTRATION DATA 44
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

SECTION H - SPECIAL CONTRACT REQUIREMENTS 48
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

SECTION I - CONTRACT CLAUSES 53
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

SECTION J - LIST OF EXHIBITS 66

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS 67
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

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS 77
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

SECTION M - EVALUATION FACTORS FOR AWARD 85
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 rated, 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 (1st and 15th) 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) (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 (10th) 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
MONTHLY		
Fifth (5th) 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
OTHER		
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. 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.

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:

_____
_____
_____

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 (1st) 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 (5th) 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 do not have a continuous contract* in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* 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/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 Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.	Approximate Dollar Amount	Expected Percentage of Contract
	◯ - Yes ◯ - No		$	%
	◯ - Yes ◯ - No		$	%
	◯ - Yes ◯ - No		$	%
	◯ - Yes ◯ - No		$	%
	◯ - Yes ◯ - No		$	%
	◯ - Yes ◯ - No		$	%
	◯ - Yes ◯ - No		$	%
	◯ - Yes ◯ - No		$	%
	◯ - Yes ◯ - No		$	%
	◯ - Yes ◯ - No		$	%
	◯ - Yes ◯ - No		$	%
	◯ - Yes ◯ - No		$	%
	◯ - Yes ◯ - No		$	%
	◯ - Yes ◯ - No		$	%
	◯ - Yes ◯ - No		$	%
	◯ - Yes ◯ - No		$	%
	◯ - Yes ◯ - No		$	%
	◯ - Yes ◯ - No		$	%
	◯ - Yes ◯ - No		$	%
	◯ - Yes ◯ - No		$	%
	◯ - Yes ◯ - 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 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.

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/tpasscmblsearch/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 (Do not enter Social Security Numbers.)	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
			◯ - Yes ◯ - No
			◯ - Yes ◯ - No
			◯ - Yes ◯ - 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 (mm/dd/yyyy)	Was the Notice Accepted?
		◯ - Yes ◯ - No
		◯ - Yes ◯ - No

HSP Good Faith Effort - Method B (Attachment B) Cont.

Rev. 09/15

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/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 Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.	Approximate Dollar Amount	Expected Percentage of Contract
	◯ - Yes ◯ - No		$	%
	◯ - Yes ◯ - No		$	%
	◯ - Yes ◯ - No		$	%
	◯ - Yes ◯ - No		$	%
	◯ - Yes ◯ - No		$	%
	◯ - Yes ◯ - No		$	%
	◯ - Yes ◯ - No		$	%
	◯ - Yes ◯ - No		$	%
	◯ - Yes ◯ - No		$	%
	◯ - Yes ◯ - 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: _____

Point-of-Contact: _____ **Phone #:** _____

Requisition #: _____ **Bid Open Date:** _____ (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:** _____ (mm/dd/yyyy) **Object Code:** _____ (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/tpasscmblsearch/index.jsp**

Subcontractor's Name	*Texas certified HUB? (Yes or No)	Subcontractor's VID or HUB Certificate Number (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 (Agency Use Only)
			$	$	$	
			$	$	$	
			$	$	$	
			$	$	$	
			$	$	$	
			$	$	$	
			$	$	$	
			$	$	$	
			$	$	$	
			$	$	$	
			$	$	$	
			$	$	$	
TOTALS:			$	$	$	

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	chum@dbcc.org
DFW Minority Supplier Development Council	8828 N Stemmons Frwy, 5th 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. 11th 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	angela.freeman@hmsdc.org
National Association of Minority Contractors Inc.–Houston	3825 Dacoma St., Houston, TX. 77092	713-843-3791	713-843-3777	info@namctexas.org
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		taaacc179@yahoo.com
Texas Association of Historically Underutilized Businesses	7518 Robert Kleburg Lane. Austin, TX 78749	512-468-0113	915-585-7751	rmata@tgsaustin.com
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	asteele@wbcsouthwest.org
Women's Business Enterprise Alliance (WBEA)	9800 NW Frwy, Suite 120, Houston, TX 77092	713-681-9232	713-681-9242	bids@wbea-texas.org
Women Contractors Association (WCA)	P.O. Box 70966, Houston, TX. 77270	713-807-9977	713-807-9917	director@womencontractors.org

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 <u>only</u> 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 <u>do not</u> have a *<u>continuous contract</u>** in place for more than five (5) years *<u>meets or exceeds</u>* 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 <u>do not</u> have a *<u>continuous contract</u>** in place for more than five (5) years <u>does not *meet or exceed*</u> 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

***<u>Continuous Contract</u>:** 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 plannung.
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 engineeringand 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@amarillotesting.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, CONSTRUCTON 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.

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 & WATERROOFING
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

AZCARATE & ASSOCIATES 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@azteccontractors.com	915-577-9685	915-577-9683	COMMERCIAL, RESIDENTIAL AND ENGINEERING CONSTRUCTION
B & H ENGINEERS, INC.	Eric Brinkley	IRVING	ebrinkley@bh-engineers.com	214-646-3244	972-899-0363	Engineering and Construction Services
B2Z ENGINEERING, LLC	ARON REZA BADIOZZAMANI	MCALLEN	REZA@B2ZENG.COM	956-618-0624		multi-disciplined civil engineering consulting firm. B2Z Engineering has a wealth of experience working for government agencies and the private sector in the capacity of both a Prime and Sub-Consultant.
BAER ENGINEERING & ENVIRONMENTAL	THERESE M. BAER, PE	AUSTIN	tbaer@baereng.com	512-453-3733	512-453-3316	environmental, civil, facilities, and water resources engineering, and industrial hygiene and safety services to commercial, industrial, institutional, and 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, TRANSPORTATION ENGINEERING FOR RURAL AND URBAN ROADWAYS AND EXPRESSWAYS AND COMPLETE LAND SURVEYING INCLUDING GPS AND GIS SERVICES.
BAKALOVIC ENGINEERING GROUP, LLC	SEJLA BAKALOVIC	HOUSTON	SEJLA.BAKALOVIC@B-E-GROUP.COM	713-677-0769	832-426-4978	CIVIL/STRUCTURAL ENGINEERING SERVICES, 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, GROUNDWATER STUDIES, SOIL AND GROUNDWATER REMEDIATION SYSTEMS, DRAINAGE STUDIES, STORMWATER PLANS, FLOOD STUDIES, EROSION & SEDIMENT CONTROL PLANS, PROJECT & CONSTRUCTION MANAGEMENT, 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 ARCHITECTS INC	Jay W. Barnes	AUSTIN	jbarnes@bgkarchitects.com	512-476-7133	512-478-2624	architectural firm providing planning/urban design, feasibility studies, programming, and architectural/sustainable/interior design for public spaces
BARNHART ENGINEERING	DEBBIE BARNHART	HOUSTON	dybarnhart@barnharteng.us	713-681-5006	713-316-9293	PROVIDE CIVIL STRUCTURAL ENGINEERING SERVICES TO GOVERNMENT (TXDOT) & BUSINESSES.

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 Frim:- Utility master planning/design Drainage master planning/analysis Comprehensive land use planning Street alignment and design plan/profile Right-of-Way mapping for acquisition

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@bepcinc.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, hyraulics/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

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

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.

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	clintharris@corsairus.com	512-342-8877	512-345-2924	Civil and Geotechnical Engineering and Construction materials Testing
CORTRAN ENGINEERING, PLLC	CORBITT, YARA M.	EDINBURG	YARA@CORTRANENGINEERING.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 Enginering 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, Faclities 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,

CURRENT DESIGN AND DRAFTING	Raymond C. Current	DESOTO	rcurrent@cddsllc.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

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 Jogezai	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.

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 exporations, 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 lamping, 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.

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@essentiallight.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

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_garcns@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 Construction Materials Testing and Surveying
GGKS HOLDING, INC.	Guillermo Guariguata	CORPUS CHRISTI	kens@onyx-engineering.com	361-698-0900	361-289-2112	ENGINEERING SERVICES, PROFESSIONAL
GIGNAC & ASSOCIATES, LLP	RAYMOND GIGNAC	CORPUS CHRISTI	rgignac@gignac-associates.com	361-884-2661	361-884-4232	PROFESSIONAL ARCHITECTURAL SERVICES
GIL ENGINEERING ASSOCIATES INC	JOSE GIL	AUSTIN	mgilsilva@gilengineering.com	512-835-4203	512-835-4407	DESIGN ENGINEERING & SURVEYING
GILBERT J. GUERRA ENGINEERING, LLC	Debbie Guerra	EDINBURG	debbieguerra@msn.com	956-380-5152	956-380-5083	Civil Engineering
GLENROSE ENGINEERING, INC.	D. ROSS	AUSTIN	lauren@glenrose.com	512-326-8880	512-326-8881	CIVIL AND ENVIRONMENTAL ENGINEERING.

GLOBE ENGINEERS, INC.	FAY SAREMI	DALLAS	fsaremi@g obeengineers.com	972-713-3030	972-713-3029	Civil Engineering Consulting including GEOTECHNICAL Engineering, CONSTRUCTION MATERIALS TESTING, ENVIRONMENTAL Consulting
GLYNDATA	GLYNDA MERCIER	ELGIN	GLYNDATA@EARTH-COMM.COM	512-417-9447		ENGINEERING SERVICES INCL PHYTOREMEDIATION OF PHARMACEUTICALS & CONTAMINANTS,WATER SUPPLY & WATER RIGHTS, EROSION CONTROL, DRAINAGE MASTER PLANS, WASTEWATER REUSE, CONSUMPTIVE USE OF IRRIGATED CROPS
GOERO INTERNATIONAL, LLC	Eli Ochoa	MCALLEN	fgarcia@gcero.com	956-661-0400	956-661-0401	Architectural Design Services & Structural Engineering
GOERO INTERNATIONAL, LLC	Gladys Barrera	MCALLEN	gbarrera@goero.com	956-661-0400		goERO specializes in the architectural design of education and government facilities.
GOERO INTERNATIONAL, LLC	Eli Ochoa	MCALLEN	fgarcia@goero.com	956-661-0400	956-661-0401	Architectural Design Services & Structural Engineering
GOMEZ, MENDEZ, SAENZ, INC.	RUDY GOMEZ	BROWNSVILLE	rvg@gmsarchitects.com	956-546-0110	956-546-0196	Architectural Firm
GONZALEZ & SCHNEEBERG,	Jaci Mouser	PLANO	jaci.mouser@gs-engineers.com	972-516-8855	972-516-8901	General Civil Engineering and Land Surveying.
GONZALEZ ENGINEERING & SURVEYING INC	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 PLANNING
GONZALEZ, KYPUROS, AND WHITE, INC.	Jose J. Castillo	SAN ANTONIO	jcastillo@gkw-inc.com	210-582-5870	210-582-5872	ENGINEERING & CONSTRUCTION MANAGEMENT SERVICES
GONZALEZ-DE LA GARZA & ASSOCIATES	AYDA SOFIA GONZALEZ	SAN ANTONIO	agonzalez@gd-us.com	210-208-9400	210-208-9401	CIVIL ENGINEERING SERVICES SPECIALIZING IN TRANSPORTATION, COMMERCIAL/RESIDENTIAL LAND DEVELOPMENT AND PUBLIC WORKS. 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 LiDAR,GIS,Aerial Mapping, Geotechnical Engineering & CMT
GR INTERNATIONAL CONSULTING GROUP	GERARDO RAMIREZ	IRVING	gram@griconsulting.com	972-871-8624	972-871-8625	DESIGN, PROJECT MANAGEMENT, CONSTRUCTION ADMINISTRATION.
GRACIOUS ENGINEERING	Chin-kuang Chang	HOUSTON	henry.chang@graciousengineering.com	281-785-0888		Civil Engineering Service.
GREEN, RUBIANO & ASSOCIATES, INC.	ROLAND RUBIANO	HARLINGEN	jgarib@graengineering.com	956-428-4461	956-428-0287	STRUCTURAL ENGINEERING DESIGN AND FIELD 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, INC.	Juan Jimenez	DALLAS	gsei@groupstructural.com	214-397-0455	214-754-9065	STRUCTURAL ENGINEERING Services

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 consulating/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

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.
HILDA RODRIGUEZ	Hilda M. Rodriguez	DALLAS	hrodriguez@hildamrodriguez.com	214-941-2299	214-941-2299	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.
HILL & SWART ARCHITECTS, INC.	President/Sherry T. Hill	HOUSTON	shill@hillandswart.com	713-520-0463	713-520-0463	ARCHITECTURAL SERVICES
HINOJOSA ENGINEERING, INC.	WILFRIDO RICARDO 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 Buldings, Colleges and Universities, Public Schools, Commercial and Industrial Faciliries.
HOLDENGARCIA, LLC	Esequiel Garcia	HARLINGEN	egarcia@hgcivil.com	956-423-1702	956-423-1488	Professional Civil Engineering Services
HOLLAWAY CONSULTING ENGINEERS, LLC	SHERI E. HOLLAWAY	KATY	SHERI@HOLLAWAYCONSULTINGENGINEERS.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@hhecorp.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

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	preddy73748@gmail.com	915-227-9583	915-219-5960	PROFESSIONAL CIVIL ENGINEERING CONSULTING, SUBSURFACE INVESTIGATION, GEO-TECHNICAL ENGINEERING, ENVIRONMENTAL ENINEERING, ENVIRONMENTAL ASSESSMENT
IEA INC.	Shakeel Ahmed	DALLAS	sahmed@ieaworld.com	214-884-4253	214-884-4258	Consulting engineering firm specializing intransportation and municipal services.
IGET SERVICES, LLC	Satyanarayana Pilla	HOUSTON	info@igetservices.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.maherdra@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 managment, project/program managment, civil design services and managment 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	mdt@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 PLANNINNG, 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@jqieng.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	JAVAID 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	liwei.yu@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, Evironmental 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@ltraengineers.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.

LISA L. SIEVERS LLC	OWNER/LISA L. SIEVERS	DALLAS	LSIEVERSS@FLASH.NET	214-328-2500	214-328-2581	INTERIOR DESIGN & SPACE PLANNING SERVICES; TURNKEY PROJECT MANAGEMENT, LEED SERVICES 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, drafting, remodels, project mgmt, urban infill, multi-family, affordable housing, justice and govt. facilities, financial institutions, sustainable design, 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, HEALTH FACILITY CONSULTANTS, FINANCIAL PLANNING
LLOYD, SMITHA AND ASSOCIATES, LLC	Edwin Lloyd	HOUSTON	elloyd@lsa-engineers.com	281-660-8737		Construction Management, Program Management, Engineering, Project Management, Inspection, Client Representative, Staffing, SWPPP, Developer Services,
LOEB ARCHITECTS, LLC	ZELMA M. LOEB	DALLAS	INFO@LOEBARCHITECTS.COM	972-308-9977	972-308-9976	PROFESSIONAL ARCHITECTURAL DESIGN & PLANNING
LOPEZ SALAS ARCHITECTS, INC.	Robert Lopez	SAN ANTONIO	white@lopezsalas.com	210-734-4448	210-734-4909	Architectural Design, Master Planning, Interior Architectural Design, Revit BIM Modeling, Cost Estimating, Construction Administration
LORDEN ENGINEERING	Diane Lorden	BRYAN	drlorden@yahoo.com	979-574-3534	979-413-1766	Engineering consultant - Area of Focus Include Land Development, Water and Wastewater Design and 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 industry (concrete, asphalt, soils, aggregates, steel, 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 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 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.
MADELINE ANZ SLAY ARCHITECTURE,	MADELINE 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@mepsolutionsengineering.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@MIJARESMORA.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@mitchellandmorgan.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	mkhan@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	mkhan@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	emorales@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	Miyoung 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@NDENGPC.COM	972-239-8995		Professional Services including but not limited to transportation planning, traffic engineering, traffic studies, NEPA studies
NEDU ENGINEERING SERVICES	Nkemdi Ohalete	HOUSTON	nkemdi@neduengineers.com	713-268-1666	713-268-1667	Engineering Services & Construction Management
NEGRETE & KOLAR 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.

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
P.E. 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

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, MUNICPAL, WATER, SANITARY ENGINEERING, BOUNDARY & CONSTRUCTION SURVEYING

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 STRUCIVIL 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 PLANNNING
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

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 servicess. Engineering serviceses.
REM ENGINEERING CORP.	Robert Martinez	SAN ANTONIO	robert_remeng@grandecom.net	210-320-1199	210-320-2257	Structural Engineering Design & Consulting
RESTL ENGINEERS TX, LLC	Gina P Konganda	DALLAS	gkonganda@restl.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 documments, construction administration, project management
ARCHITECTS INC	Luis A. Figueroa	MCALLEN	luis@rofainc.com	956-686-7771	956-687-3433	Architectural, Engineering Services.

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.

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	jsherfey@sherfey.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	ARCHITECTUAL, 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

SEPARATION SYSTEMS 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 ARCHITECTS INC	ROBERTO SEPULVEDA	LAREDO	saainc@saarchitects.net	956-725-1985	956-725-2396	ARCHITECTURAL, INTERIOR DESIGN, PLANNING PROFESSIONAL SERVICES.
SES HORIZON CONSULTING 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, INC.	PAMELA CARPENTER	SAN ANTONIO	pam@seventhgendesign.com	210-973-7307		ARCHITECTURE, PLANNING, SUSTAINIBILITY 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 & 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.

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 builts, 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@slspartnership.com	806-794-4726	806-794-4667	Architectural design, interior design, master planning and inspections
SM ARCHITECTS, PLLC	ROGER STEPHENS	MESQUITE	rls@smarcharchitectspllc.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@cpmconsultants.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	Erasmo 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 Sowells	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

STOA INTERNATIONAL ARCHITECTS, INC	Chao Chiung Lee	HOUSTON	cclee@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@studioredarchitects.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 SPECIALIZING IN ENGINEERING DESIGN, FABRICATION & MACHINE SHOP PROJECTS
T. SMITH INSPECTION AND TESTING	TERRY L. SMITH	RICHLAND HILLS	tsmithjr@tsitservices.com	817-589-9933	817-590-4433	Geotechnical Engineering Services, Construction Materials Engineering Testing Services, Soil Concrete and Asphalt Field and Laboratory Testing and Construction Inspection Services.
TALLEY LANDSCAPE ARCHITECTS INC.	Merrie Talley	ORCHARD	merrie@talleyla.com	281-341-5601	281-232-3613	General Landscape Architecture, Large Scale Master Planning, Project & Construction Mgt
TEAM HOKE, LLC	Marie Hoke	HOUSTON	mhoke@outlook.com	713-805-5096		Architecture and Consulting
TEAM INTEGRATED ENGINEERING, INC	Beth Gentry	SAN ANTONIO	egentry@team-ie.com	210-366-7042		Providing professional services in the core fields of Engineering, Environmental, and Medical Logistic Services to goverment clients worldwide.
TEAM ONE INTEGRATION, LLC	Hau Shing (Howie) Li	CARROLLTON	hli@teamoneintegration.com	214-718-7252		Engineering Consulting, Electrical, Instrumentation Design,SCADA,PLC,HMI Software Develoment & implementation. Water & wastewater plants 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, 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 MANAGEMENT & ENGINEERING SERVICES.
TELIOSITY, LLC	Stacie Plush	DALLAS	splush@teliospc.com	214-744-6199	214-744-7700	MEP (mechanical, electrical, plumbing) Engineering, Technology Engineering, LEED consulting, Energy Modeling and Commissioning Services.
TEN EYCK LANDSCAPE ARCHITECTS, 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 SERVICES, LAND MASTER PLANNING,SCHEMATIC DESIGN, DESIGN DEVELOPMENT, PREPARATION OF CONSTRUCTION DOCUMENTS.
TEO ENGINEERING ORGANIZATION, 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, & Construction Management
TERRA ASSOCIATES, INC.	Lyle Henkel	HOUSTON	vlh@terraassoc.com	713-993-0333	713-993-0743	Civil Engineering - land development, water distribution, sanitary sewer, paving and drainage design.

TERRAZAS AND ASSOCIATES, INC.	Johnnie A Terrazas/President	BULVERDE	johnaterrazas@gmail.com	210-833-9493	830-438-7000	Engineering consulting services-civil,water,wasterwater,stormwater,transportation, 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 the earth
TEXAS ENERGY ENGINEERING SERVICES, INC.	Mohammand Saleem Khan	AUSTIN	saleem@teesi.com	512-328-2533	512-328-2544	ENGINEERING CONSULTING FIRM, ENERGY CONSERVATION, MEP DESIGN, CONSTRUCTION ADMINISTRATION, COMMISSIONING
TEXAS ENGINEERING SOLUTIONS, LLC	Stephen Delgado	WEST LAKE HILLS	sdelgado@txengs.com	512-904-0505	512-904-0509	Specializing in civil engineering services for both the public and private sectors, TES offers a 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 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 solutions, and support services.
TEXAS RAINFALL CATCHMENT	Susan Oualline	SAN ANTONIO	so@texasrainfallcatchment.com	210-587-7037		Design and installation of rainwater harvesting systems for both commercial and residential applications
TEXAS URBAN LOW IMPACT DEVELOPMENT LLC	Cliff Rock	HOUSTON	cliff@whiteoakengineers.com	713-470-7444		Civil Engineering Roadway Site Development Traffic Value Engineering Drainage Economic Analysis Utilities Technical Proposal Support CADD & Designer Support Floodplain Management 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, including commissioning and sustainability services.
THE ALEX GROUP, LLC	ALEX GHOLMIEH	CARROLLTON	Alex@thealexgroup.net	972-820-6400	972-820-6404	MECHANICAL, ELECTRICAL & PLUMBING engineering for all different types of buildings.
THE BOMMARITO GROUP, INC.	MARLA BOMMARITO-CROUCH	AUSTIN	marla@bommaritogroup.com	512-480-8898	512-480-9451	Architecture, Interior Design, Space planning, Furniture specification, Move coordination, Building test fits and due diligence
THE LAUCK GROUP, INCORPORATED	Anne Kniffern	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 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 and public relations company. We are a cost savings for developers to map underground utitlity lines and a safety measure for construction 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
THE TREVINO GROUP, INC.	Matt Baker	HOUSTON	mbaker@trevinogroup.com	713-863-8333	713-863-8522	GENERAL CONTRACTING, CONSTRUCTION MANAGEMENT, DESIGN BUILDER JOB ORDER CONTRACT, CMAR
THIRD COAST ARCHITECTS	Willard W. Kimbrell	HOUSTON	kim@tcarch.com	281-894-0234	281-453-0532	Architect
THIRD LAND INC	Elizabeth Franke	AUSTIN	efranke@thirdland.com	512-306-8885	512-732-0853	ARCHITECTURAL DESIGN & CONSTRUCTION SERVICES
THOMA ENGINEERING, INC.	Jency E. Thoma	LUBBOCK	jett@thomaengineering.com	806-745-4881	806-745-9688	Consulting structural engineering services
TLC ENGINEERING, INC.	Debbie Anders	HOUSTON	debbieanders@tlceng.com	713-868-6900	713-868-0001	full service organization which provides consulting, engineering, construction, technical recruiting & business admin
TOLUNAY-WONG ENGINEERS, INC.	Esperanza Shackelford	HOUSTON	eshackelford@tweinc.com	713-722-7064	713-777-0341	geotechnical engineering and testing, construction materials testing, environmental consulting, and deep foundations testing services.
TORRES ENGINEERING SERVICES, INC.	Roberto Torres	FORT WORTH	rtorres@torres-inc.com	682-556-0848	817-345-3552	Electrical, technology, and mechanical engineering services.
TOWN PLANNING AND DESIGN	Emil R Moncivais	SAN ANTONIO	emilrmoncivais@me.com	210-416-0885		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,
TRAFFIC ENGINEERS, INC.	Rachel Carleton	HOUSTON	rachel@trafficengineers.com	713-270-8145	713-270-8148	Civil engineering firm specializing in traffic engineering and transportation planning.
TRAK ENGINEERING, INC.	Frank Traknyak	KATY	ftraknyak@trakengineering.com	832-864-0210	281-492-9258	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.
TRE & ASSOCIATES, LLC	John Jansing	EL PASO	jjansing@tr-eng.com	512-358-4049		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.
TRINITY MEP ENGINEERING, L.L.C.	Leonardo Munoz	WESLACO	leo@trinitymep.com	956-973-0500	956-351-5750	full service engineering firm specializing in Mechanical, Electrical and Plumbing design.
TSAO CONSULTANTS, INC.	Wan Y. Tsao	GRAPEVINE	wytsao@msn.com	972-714-9490	972-714-0360	PROVIDE STRUCTURAL ENGINEERING SERVICES FOR COMMERCIAL, INSTITUTIONAL & INDUSTRIAL BUILDINGS.
TURNER, RAMIREZ & ASSOCIATES, INC.	Phillip Ramirez	CORPUS CHRISTI	pjr@trarch.com	361-994-8900	361-994-8955	General Architecture

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 Sevices.
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.
WORK5HOP	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 adminstration.
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.

- 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.

S A M P L E I N V O I C E

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: _____

	% Complete	Approved Contract	% Due to Date	Previously Invoiced	Amount Due This Invoice
BASIC SERVICES					
Concept Phase (J.12 A)					
1st Technical Review Phase (J.12 B)					
Final Technical Review Phase (J.12C)					
Contractual Review Phase (J.12 D)[1]					
Construction Documents Phase (J.12 E)					
Bid Phase (J.12 F)[1]					
Construction Administration Phase (J.12 G)					
TOTAL BASIC SERVICES					
ADDITIONAL SERVICES					
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					

[1]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:

	1st 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
	J.12 A	**J.12 B**	**J. 12 C**	**J.12 D**	**J.12 E**	**J.12 F**	**J.12 G**	
Fee								

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:

	1st Tech Review Phase	Pre-Final Tech Review Phase	Final Tech Review Phase	Construction Documents Phase	Construction Administration	Total
	J.12 A	**J.12 B**	**J.12 C**	**J.12 E**	**J.12 G**	
Fee						

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 / Allowed	Unacceptable / Disallowed	Notes
Meals - No receipts required (per State of Texas meal reimbursement, as posted by the Comptroller's Office) Tips & Gratuities	Allowed	 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 Taxes on $37.50 **Refueling**: If fuel was provided by rental agency, the cost will be reimbursed with required receipts.	Allowed 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:	**Approved & Authorized for Owner:**
Name: _____	**Name:**_____
Title: _____	**Title:** **Chief Financial Officer**
Signature: _____	**Signature:** _____
Date Signed: _____	**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**

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 Offices **Branch**

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**

_____ **Mech-Plumbing (Kitchens, Laundry, Showers, Toilets, etc.)**

_____ **Elect-Distribution/Utilization Systems**

_____ **Elect-Locking Systems/Controls (possibly interfaced with intercom, Video, etc.)**

_____ **Elect-Lighting/Controls Interior and Exterior**

_____ **Elect-Fire Alarm Systems in Detention Facilities**

_____ **Civil-Roadways, Bridges**

_____ **Civil-Water/Waste-water**

_____ **Civil-Structural (single- to four-story)**

_____ **Arch-Renovation interior space**

_____ **Arch-Roof repair/replace**

_____ **Arch-Building envelope 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 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*_____

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*_____

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 OWNER & CONTACT PERSON	ESTIMATED CONSTRUCTION COST	PERCENT COMPLETE	
				DESIGN	CONSTRUCTION
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
TOTAL PROJECTS			**TOTAL COSTS**			

IVA. Provide number of staff at Firm for each category.

Principals in Charge, Project Managers, Design Professionals by Discipline, and related personnel at Firm: (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: (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 **offende**r (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**.
- 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: _____

EXHIBIT J.12 COST ESTIMATE FORM	TDCJ UNIT:	CONTRACT & SA NO.
	CITY:	COUNTY:
PROJECT NAME/DESC.:		SCHEDULE (Calendar Days):

BASIC SERVICES

1st Technical Review Phase:

Task 1	Rate[1]:	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)			

Pre-Final Technical Review Phase:

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)			

EXHIBIT J.12 COST ESTIMATE FORM	TDCJ UNIT:	CONTRACT & SA NO.
	CITY:	COUNTY:
PROJECT NAME/DESC.:		SCHEDULE (Calendar Days):

Final Technical Review Phase:			
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)			

Contractual Review Phase: (Contract Construction ONLY) (OMIT for Construction by Maint.)			
Task X:	Rate:	Hours:	Extention:
Resource 1			
Resource 2			
Resource 3			
Resource 4			
D. Contractual Review Phase progress payment (Contract Construction ONLY): (PAYABLE UPON RETURN OF Contractual Review comments to A/E)			

Construction Documents Phase: (Signed/Sealed Documents)			
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.)			

EXHIBIT J.12 COST ESTIMATE FORM	TDCJ UNIT:	CONTRACT & SA NO.
	CITY:	COUNTY:
PROJECT NAME/DESC.:		SCHEDULE (Calendar Days):

Bid Phase: (Contract Construction ONLY) (OMIT for Construction by Maint.)

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)			

Construction Administration Phase:

Estimated Costruction Duration:		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, round up.	
Resource 1			
Resource 2			
Resource 3			
Resource 4			

EXHIBIT J.12 COST ESTIMATE FORM	TDCJ UNIT:	CONTRACT & SA NO.	
	CITY:	COUNTY:	
PROJECT NAME/DESC.:		SCHEDULE (Calendar Days):	
Special Requirement On-site Inspections (If required):			
# of Inspections required based on construction duration:			
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			
G. Construction Administration Total: (% of Construction Administration Total will be approved based on % construction complete.)			
TOTAL MAN-HOURS:			
BASIC SERVICES TOTAL (EXHIBIT J.3):		$	-

EXHIBIT J.12 COST ESTIMATE FORM	TDCJ UNIT:	CONTRACT & SA NO.
	CITY:	COUNTY:
PROJECT NAME/DESC.:		SCHEDULE (Calendar Days):

ADDITIONAL SERVICES & REIMBURSABLE EXPENSES **(as described in proposal letter, per C16)**

AS 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)	
TOTAL (EXHIBIT J.4):	$	-

ESTIMATED TRIPS

BASIC SERVICES	Total Number of Trips	
ADDITIONAL SERVICES	Total Number of Trips	

A/E FIRM NAME AND ADDRESS:	**TOTAL COST TO STATE (J.3 + J.4)**	
	DATE:	
PREPARED BY (Signature and Title)		APPROVED BY (Signature and Title)

Project Schedule

(Schedule is shown in Calendar Days)

Unit:_ _Project: _ _MWR # _ _ _

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

[1]to be completed by Firm.
[2]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.

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).

_____

_____

_____

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.

AMENDMENT OF SOLICITATION

1. SOLICITATION NO.	2. AMENDMENT NO.	3. EFFECTIVE DATE
696-FD-16-Q029	A-001	December 9, 2016

4. ISSUED BY

Texas Department of Criminal Justice
Contracts and Procurement, Client Services and Governmental Contracts
Two Financial Plaza, Suite 525
Huntsville, Texas 77340

5. NAME AND ADDRESS OF OFFEROR

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.

7. DESCRIPTION OF AMENDMENT

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.

8a. NAME AND TITLE OF SIGNER (Type or Print)

8b. OFFEROR

(Signature of Person Authorized to Sign) *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 Kimich	TDCJ	Contract Specialist III	(936) 437-7115	
Reita Johnson	TDCJ	Contract Specialist	437-7135	reita.johnson@tdcjtexas.gov
BILL PRINDLE	HDR	ARCHITECT	972 695 8720	william.prindle@hdrinc.com
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Jonathan Hartman	PSC	Electrical Engineer	806-376-8600	jhartman@team-psc.com
Sandy Roth	Henderson Rogers	Structural / Marketing BD	713 430 5919	sroth@hendersonrogers.com
Drew Prochaska	Cardno Haynes Whaley Ensight Haynes Whaley (HUB)	Structural	281-615-2236	drew.prochaska@cardno.com
Bill Conley	Conley Group	Bldg Consultant	972-444-7020	bconley@conleygroup.com
Darren Andrews	Charles Gojer	Civil Engineer	214 340 1198	dandrews@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
Richard Morales	Chesney Morales Partners FKA Chesney Morales & Assoc.	President	210 828 9481	rgm@chesneymorales.com
Elaine Morales	Chesney Morales Partners, Inc	Office Administrator	210-828-9481	emorales@chesneymorales.com
Rick Patrick	PSI	BUS. DEV. MGR	713-224-2047	richard.patrick@psiusa.com
Heather Bryant	TEESI	Office Mgr.	512-328-2533	Heather@teesi.com
Vickie Crenshaw	Crenshaw Consulting Group	President	214 7580785	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 Bemauer	HOK	Project Manager	214 231 5889	linda.bemauer@hok.com
MIKE HUT	HUB DBE VICKREY & ASSOC	BUS. DEV. DIR	512-656-4565	mhut@vickreyinc.com
Ashley Marshall	WBE Marshall Engineering Corp. MBE/DBE HUB/VOB	BUS. DEV.	281-852 4131	ashley@marshallengineeringcorp.com
Janie Hobbs	Stanley Consultants	Location Mgr	5124273600	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 & Nichols, Inc	Principal	817-735-7412	don.lampe@freese.com
KRIS STEPP	FINCHER ENGINEER	ENGINEER	806-281-0808	KRIS@FINCHERENG.COM
Ari Fleitman	SSR	Principal	713-240-4495	AFLEITMAN@SSR-INC.COM
William Vidaud	VAI Architects	Principal	972-9348888	vidaud@vaiarchitects.com
Philip Applebaum	Halff Assoc.	V.P.	2143466350	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 Schultz	TDCJ HUB Director	HUB Director	936/437-7026	sharon.schultz@tdcj.texas.com
Cindy Guajardo	TDCJ	HUB Coordinator	936/437-7061	cynthia.guajardo@tdcj.texas.com
Cheryl Cowart	TDCJ	CSGC		

Request for Proposal #696-FD-16-Q029
Monday, November 21, 2016
TDCJ Contracts & 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 Durden	TDCJ-Fac Eng	Contract Eng Mgr	936-437-7390	debra.durden@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	713965 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 Offices Branch

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**

_____ **Mech-Plumbing (Kitchens, Laundry, Showers, Toilets, etc.)**

_____ **Elect-Distribution/Utilization Systems**

_____ **Elect-Locking Systems/Controls (possibly interfaced with intercom, Video, etc.)**

_____ **Elect-Lighting/Controls Interior and Exterior**

_____ **Elect-Fire Alarm Systems in Detention Facilities**

_____ **Civil-Roadways, Bridges**

_____ **Civil-Water/Waste-water**

_____ **Civil-Structural (single- to four-story)**

_____ **Arch-Renovation interior space**

_____ **Arch-Roof repair/replace**

_____ **Arch-Building envelope 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*_____

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 OWNER & CONTACT PERSON	ESTIMATED CONSTRUCTION COST	PERCENT COMPLETE	
				DESIGN	CONSTRUCTION
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
TOTAL PROJECTS			TOTAL COSTS			

IVA. Provide number of staff at Firm for each category.

Principals in Charge, Project Managers, Design Professionals by Discipline, and related personnel at Firm: (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: (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			

AMENDMENT OF SOLICITATION

1. SOLICITATION NO.	2. AMENDMENT NO.	3. EFFECTIVE DATE
696-F-16-Q029	A-002	December 14, 2016

4. ISSUED BY

Texas Department of Criminal Justice
Contracts and Procurement, Client Services and Governmental Contracts
Two Financial Plaza, Suite 525
Huntsville, Texas 77340

5. NAME AND ADDRESS OF OFFEROR

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.

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.

8a. NAME AND TITLE OF SIGNER (Type or Print)

8b. OFFEROR

(Signature of Person Authorized to Sign) *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.