REQUEST FOR QUALIFICATIONS
FOR
DESIGN-BUILD SERVICES
FOR
SAM HOUSTON STATE UNIVERSITY
HUNTSVILLE, TEXAS

NEW PARKING STRUCTURE
(Avenue I)

RFQ No.:
758-20-06066

Submission Date:
May 15, 2020 - 2:00 p.m. (C.D.T.)

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SECTION 1 – GENERAL INFORMATION & REQUIREMENTS

1.1 **GENERAL INFORMATION**: The Texas State University System (“Owner”) on behalf of Sam Houston State University (“Component”), are soliciting Statements of Qualifications (“Qualifications”) for selection of a Design/Build firm for the New Parking Structure (Avenue I) (“Project”), on the University’s campus in Huntsville, Texas. This solicitation sets forth the terms, conditions, and requirements for prospective Design/Build firms to be considered for this work. (Prospective Design/Build firms are hereinafter referred to as “Respondents”).

1.1.1 This Request for Qualifications (“RFQ”) is the first phase in a two-phase process for selecting a Design/Build firm for the Project as provided by Texas Education Code §51.780. This RFQ provides the information necessary to prepare and submit Qualifications and for the Owner to evaluate each Respondent’s experience, technical competence, capability to perform, the past performance of the Respondent's team and members of the team, and other appropriate factors submitted in response to the RFQ, except that cost-related or price-related evaluation factors are not permitted through the initial qualification and ranking of the Respondent. Each Respondent must certify to the Owner that each architect and/or engineer that is a member of its team was selected based on demonstrated competence and qualifications in the manner provided by Section 2254.004, Texas Government Code. The response to the RFQ will provide all the information necessary for consideration and initial ranking by the Owner. Based on the initial ranking, the Owner may select a short list of up to five (5) of the top ranked Respondents for an interview. Short-listed Respondents may be required to submit additional information in connection with the interview.

1.1.2 In phase two, the Owner may request additional information regarding each short-listed Respondent’s demonstrated competence and qualifications, considerations of the safety and long-term durability of the project, the feasibility of implementing the project as proposed, the ability of the Respondent to meet schedules, costing methodology, and other factors as appropriate. The Owner will not require Respondents to submit detailed architectural or engineering designs as part of the proposal. The Owner shall rank each proposal submitted on the basis of the criteria specified in the RFQ, the additional information submitted in connection with the interview, and the interview itself, if held. The Owner shall select the Design/Build firm that submits the proposal offering the best value for the Component on the basis of the published selection criteria and on its ranking evaluations.

1.1.3 As part of phase two, the short-listed Respondents will be required to submit a proposal on the Owner-provided proposal form. The proposal form shall be submitted in a sealed envelope with the RFQ number and the Respondent’s name clearly stated on the outside of the envelope. The proposal form will include line items that require each of the following to be stated separately: the Proposed Pre-Construction Phase Fee, the Proposed...
Construction Phase Fee, and the Proposed General Conditions costs by line item category. All proposed fees and general condition costs shall exclude any and all architectural and engineering fees.

1.1.4 After the evaluation of information provided under phase two, and any subsequent re-ranking of the short-listed Respondents, the Owner shall first attempt to negotiate a contract with the highest ranked Respondent. If the Owner is unable to negotiate a satisfactory contract with the selected Respondent, the Owner shall, formally and in writing, end all negotiations with that Respondent and proceed to negotiate with the next Respondent in the order of the selection ranking until a contract is reached or negotiations with all ranked Respondents end. In the course of negotiating the contract, the Owner shall rely on the fee and cost proposals provided by the Respondent under phase two. Time is of the essence for the Owner in the negotiation of contracts and Respondent shall take all necessary measures to assure that proposals and revisions to proposals are expedited. Failure of the Respondent to be responsive and maintain a satisfactory negotiating schedule shall form the basis for the Owner to end all negotiations with the Respondent.

1.1.5 The Owner has established a Design/Builder’s Budget Limitation (“DBBL”) amount of Eleven Million Dollars ($11,000,000). The DBBL includes a Construction Cost Limitation (CCL) of Ten Million Dollars ($10,000,000). The selected Design/Build firm will be expected to present a Guaranteed Maximum Price Amount (including a mutually agreed upon construction contingency) for Owner’s approval at the completion of the one hundred percent (100%) Design Development Documents.

1.1.6 Following selection of a Design/Build firm, that firm’s architects and/or engineers shall complete the design, submitting all design elements for review and determination of scope compliance by the Owner before construction. An architect shall have responsibility for compliance with the requirements of Chapter 1051, Texas Occupations Code. An engineer shall have responsibility for compliance with the engineering design requirements and all other applicable requirements of Chapter 1001, Texas Occupations Code.

1.1.7 The successful Respondent will be required to use e-Builder, the Owner’s web-based project management software.

1.2 PUBLIC INFORMATION: All information, documentation, and other materials submitted in response to this solicitation are considered non-confidential and/or non-proprietary and are subject to public disclosure under the Texas Public Information Act (Texas Government Code, Chapter 552.001, et seq.) after the solicitation is completed. The Owner strictly complies with all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of RFQ information. Additionally, pursuant to the provisions of Texas Government Code Section 2261.253, the contract resulting from this solicitation will be posted on the Owner’s website.

1.3 TYPE OF CONTRACT: Any contract resulting from this solicitation will be in the form of the Owner’s Standard Design/Build Contractor Agreement (“Contract”), a copy of which is posted on Owner’s website at: http://www.tsus.edu/offices/finance/capital-projects.html

1.3.1 The Contract should be viewed as a draft and is subject to change. The Uniform General Conditions for Construction Contracts referenced in the Contract may be viewed on the Owner’s website at: http://www.tsus.edu/offices/finance/capital-projects.html
1.4 CLARIFICATIONS AND INTERPRETATIONS: Discrepancies, omissions or doubts as to the meaning of RFQ documents shall be communicated in writing to the Owner for interpretation. Any responses to inquiries, clarifications or interpretations of this RFQ that materially affect or change its requirements will be issued formally by the Owner as a written addendum. All such addenda issued by the Owner before the Qualifications are due become part of the RFQ. Respondents shall acknowledge receipt of and incorporate each addendum in its Qualifications submittal. Respondents shall be required to consider only those clarifications and interpretations that the Owner issues by addenda. Interpretations or clarifications obtained in any other form, including oral statements, will not be binding on the Owner and should not be relied on in preparing Qualifications. It is the responsibility of all Respondents to check the status of formal addenda regularly and five (5) days before the submission deadline.

1.4.1 The deadline for the receipt of written questions is stated in Section 2.6.

1.4.2 ADDENDA AND AWARD INFORMATION, WILL BE ISSUED BY THE OWNER FOR THIS RFQ VIA THE ELECTRONIC BUSINESS DAILY WEBSITE AT THE FOLLOWING LINK:
http://www.txsmartbuy.com/sp
REFERENCE "BOARD OF REGENTS/TEXAS STATE UNIVERSITY SYSTEM – 758” AND THE RFQ NUMBER PROVIDED IN THIS SOLICITATION.

1.5 SUBMISSION OF QUALIFICATIONS:

1.5.1 The Qualifications, including the HUB Subcontracting Plan and HUB Commitment Letter, must be received at the address specified in Section 1.5.2 prior to the date and time deadline. Please note that overnight deliveries such as FedEx and UPS arrive at a central campus location and are usually not delivered to the specified location until after the time deadline. Respondents are advised to use other methods of delivery or, if using an overnight delivery service, to send the Qualifications a day earlier than usual. The Owner will not consider any response to this solicitation that is not received at the address specified by the deadline, regardless of whether it has been received by the Component.

1.5.2 DEADLINE AND LOCATION: The Owner will receive Qualifications at the time and location described below.

May 15, 2020 - 2:00 p.m. (C.D.T)

Chuck Jones, Director of Facilities Planning and Construction
Sam Houston State University
2424 South Sam Houston Avenue
Huntsville, Texas 77341

1.5.3 Submit seven (7) identical copies of the Qualifications. An original signature must be included on the “Execution of Offer” document submitted with each copy of the Qualifications. Submit two (2) disc or thumb drives with identical copies of the Qualifications in Adobe Acrobat PDF format.

1.5.4 Qualifications must include one (1) original, one (1) copy, and two (2) disc or thumb drives of the HUB Subcontracting Plan (“HSP”) and HUB Commitment Letter (“HCL”); as separate attachments to the Qualifications as described in Section 1.13.
1.5.5 Qualifications received after the stated official deadline in Section 1.5.2 will be returned to the Respondent unopened. The Point-of-Contact identified in Section 1.6 will identify the official time clock at the RFQ submittal location identified above.

1.5.6 The Owner will not acknowledge or receive Qualifications that are delivered by telephone, facsimile (fax), or electronic mail (e-mail).

1.5.7 Properly submitted Qualifications will not be returned to Respondents.

1.5.8 Respondent’s Qualifications materials must be enclosed in a sealed envelope (box or container) addressed to the Point-of-Contact. Packages must clearly identify the submittal deadline, the RFQ title and number, and include the name, email address, and return address of the Respondent’s contact person. The Qualifications must be packaged separately from the HSP and HCL in sealed envelopes within the sealed envelope (box or container).

1.5.9 Properly submitted Qualifications will be opened publicly and the names of the Respondents will be read aloud immediately after the submissions of Qualifications deadline in Section 1.5.2.

1.6 POINT-OF-CONTACT: The Owner designates the following person, as its representative and Point-of-Contact for this RFQ. Respondents shall restrict all contact with the Owner and direct all questions regarding this RFQ, including questions regarding terms and conditions in writing, to the Point-of-Contact, via email only.

Romano Jundos  
Project Manager II, Facilities Planning and Construction  
Sam Houston State University  
2424 South Sam Houston Avenue  
Huntsville, Texas 77341  
Email: rpjundos@shsu.edu

1.7 EVALUATION OF QUALIFICATIONS: The first phase evaluation of the Qualifications shall be based on the requirements described in this RFQ. All properly submitted Qualifications will be reviewed, evaluated, and ranked by the Owner. The top five (5) or fewer ranked Respondents may be selected by the Owner to participate in phase two of the selection process.

1.7.1 First phase qualifications shall not include any information regarding Respondent’s fees, pricing, or other compensation. Such information will be solicited from firms qualified by the Owner to participate in phase two of the selection process but will exclude any and all architectural and engineering fees.

1.8 OWNER’S RESERVATION OF RIGHTS: The Owner may evaluate the Qualifications based on the anticipated completion of all or any portion of the Project. The Owner reserves the right to divide the Project into multiple parts, to reject any and all Qualifications and re-solicit for new Qualifications, or to reject any and all responses and temporarily or permanently abandon the Project. Owner makes no representations, written or oral, that it will enter into any form of agreement with any Respondent to this RFQ for any project and no such representation is intended or should be construed by the issuance of this RFQ.
1.9 **ACCEPTANCE OF EVALUATION METHODOLOGY:** By submitting its Qualifications in response to this RFQ, Respondent accepts the evaluation process and acknowledges and accepts that determination of the “most qualified” firm(s) will require subjective judgments by the Owner. Determinations by the evaluation committee will be subjected to routine administrative review by the Owner’s executive officers but, once a selection is announced, it will not be subjected to further review.

1.10 **NO REIMBURSEMENT FOR COSTS:** Respondent acknowledges and accepts that any costs incurred from the Respondent’s participation in this RFQ process shall be at the sole risk and responsibility of the Respondent. Respondents submit Qualifications and Proposals at their own risk and expense.

1.11 **NON-MANDATORY PRE-SUBMISSION TELECONFERENCE:** A non-mandatory pre-submission tele-conference will be held on:

**April 21, 2020 - 10:00 a.m. (C.D.T)**

Click hyperlink to join Zoom Meeting:
https://shsu.zoom.us/j/344918375?pwd=SStMZnNoY3FSOTE1xeEtDQjtvWGdJZz09

Password: 026255

Or, join by Telephone:
(346) 248-7799 or (669) 900-9128 or (301) 715-8592 or (312) 626-6799 or (646) 558-8656

Meeting ID: 344 918 375
Password: 026255

1.12 **ELIGIBLE RESPONDENTS:** Only individual firms or lawfully formed business organizations may apply (this does not preclude a Respondent from using consultants). The Owner will contract only with the individual firm or formal organization that submits a Qualification, Proposal, HSP and HCL.

1.13 **HISTORICALLY UNDERUTILIZED BUSINESSES SUBMITTAL REQUIREMENTS:** It is the policy of the Owner and each of its Component institutions, to promote and encourage contracting and subcontracting opportunities for Historically Underutilized Businesses (“HUB”) in all contracts. Accordingly, specific plans and representations by Respondents that appear to facilitate the State’s commitment to supporting HUB enterprises are required in the selection process. Failure to submit specific plans and representations regarding HUB utilization, or failure to address the subject at all, will be interpreted by the Selection Committee as an intention not to support the program and will disqualify the Respondent.

1.13.1 **A HUB Subcontracting Plan (“HSP”)** is required by Respondent as a part of the Qualifications for “Design” architect/engineer services.
1.13.2 The HSP is not required by respondents as part of the Qualifications for the “Build” construction services. The HSP will be required by the selected Respondent, upon bidding of construction services. Submit a HUB Commitment Letter (“HCL”) to describe how Respondent will participate and demonstrate a good faith effort in achieving the Owner’s HUB goals.

1.13.3 A sample HCL is attached to this solicitation as Attachment A.

1.13.4 Submit (1) one original, (1) one copy, and two (2) disc or thumb drives of the HSP and HCL in a separate sealed envelope apart from the Qualifications as stated in Section 1.5.4 of this RFQ.

1.13.5 The HSP information may be downloaded from the Texas State Comptroller’s website at the following URL link: https://comptroller.texas.gov/purchasing/vendor/hub/forms.php

1.14 CERTAIN PROPOSALS AND CONTRACTS PROHIBITED: Under Section 2155.004, Texas Government Code, a state agency may not accept a proposal or award a contract that includes proposed financial participation by a person who received compensation from the agency to participate in preparing the specifications or request for proposals on which the proposal or contract is based. All vendors must certify their eligibility by acknowledging the following statement, "Under Section 2155.004, Texas Government Code, the vendor certifies that the individual or business entity named in this bid 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." If a state agency determines that an individual or business entity holding a state contract was ineligible to have the contract accepted or awarded as described above, the state agency may immediately terminate the contract without further obligation to the vendor. This section does not create a cause of action to contest a proposal or award of a state contract.

1.15 SALES AND USE TAXES: Section 151.311, Texas Tax Code, as amended effective October 1, 1993, permits the purchase free of state sales and use taxes of tangible personal property to be incorporated into realty in the performance of a contract for an improvement to realty for certain exempt entities that include The Texas State University System. The section further permits the purchase tax-free of tangible personal property (other than machinery or equipment and its accessories and repair and replacement parts) for use in the performance of such a contract if the property is "necessary and essential for the performance of the contract" and "completely consumed at the job site. "In addition, the section permits the purchase tax-free of a tangible service for use in the performance of such a contract if the service is performed at the job site and if "the contract expressly requires the specific service to be provided or purchased by the person performing the contract" or "the service is integral to the performance of the contract."

1.16 CERTIFICATION OF FRANCHISE TAX STATUS: Respondents are advised that the successful Respondent will be required to submit certification of franchise tax status as required by State Law (Texas Tax Code Chapter 171). The contractor agrees that each subcontractor and supplier under contract will also provide a certification of franchise tax status.

1.17 REQUIRED NOTICES OF WORKERS’ COMPENSATION INSURANCE COVERAGE: The Texas Workers’ Compensation Commission has adopted a new rule, Texas Administrative Code Title 28, Part 2, Chapter 110, Subchapter B, Rule 110.110, relating to REPORTING REQUIREMENTS FOR BUILDING OR CONSTRUCTION PROJECTS FOR GOVERNMENTAL ENTITIES. The rule implements sec. 406.096, Texas Labor Code, which requires workers’ compensation insurance coverage for all persons providing services on a building...
or construction project for a governmental entity. The requirements of the rule are set forth in the Uniform General and Supplementary General Conditions of The Texas State University System Building Construction Contracts.

1.18 **PREVAILING WAGE RATE DETERMINATION:** Respondents are advised that the Texas Prevailing Wage Law will be administered. The penalty for violation of prevailing wage rates has been increased from $10.00 per underpaid worker per day or portion thereof to $60.00. The Prevailing Wage Rate for Walker County, Texas, can be found on the following website: https://beta.sam.gov/

1.19 **DELINQUENCY IN PAYING CHILD SUPPORT:** Under Section 231.006, *Texas Family Code*, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

1.20 **NONDISCRIMINATION:** In their execution of this agreement, Respondent, consultants, their respective employees, and others acting by or through them shall comply with all federal and state policies and laws prohibiting discrimination, harassment, and sexual misconduct. Any breach of this covenant may result in termination of this agreement.

1.21 **NON-BOYCOTT ISRAEL VERIFICATION:** Pursuant to Section 2270.002 of the *Texas Government Code*, Respondent certifies that either (i) it meets an exemption criterion under Section 2270.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response.

1.22 **CYBERSECURITY TRAINING PROGRAM:** Pursuant to Section 2054.5192, *Texas Government Code*, Design/Build firm and its subcontractors, officers, and employees, who have access to Owner’s computer system, must complete a cybersecurity training program certified under Section 2054.519, *Texas Government Code* as selected by the Owner. The cybersecurity training program must be completed by Design/Build firm and its subcontractors, officers, and employees, who have access to Owner’s computer system, during the term and any renewal period of this Agreement. Design/Build firm shall verify in writing completion of the program to the Owner within the first thirty (30) calendar days of the term and any renewal period of this Agreement.

1.23 **STATE REGISTRATION OF ARCHITECTURE FIRMS:** Respondents are advised that the Texas Board of Architectural Examiners requires that any firm or business entity providing architectural services to the public, other than a sole proprietor doing business under his/her name, must annually register information regarding the firm or business entity with the Texas Board of Architectural Examiners. Texas Board of Architectural Examiners. 333 Guadalupe Street, Suite 2-350, Austin, Texas 78701, telephone (512) 305-9000, has jurisdiction over individuals licensed under the Architects’ Registration Law, Chapter 1051, *Texas Occupations Code*.

1.24 **STATE REGISTRATION OF ENGINEERING FIRMS:** Respondents are advised that the Texas Board of Professional Engineers requires that any entity providing engineering services to the public must register with the Texas Board of Professional Engineers. An entity is defined as a sole proprietorship, firm, partnership, corporation or joint stock association.
SECTION 2 – EXECUTIVE SUMMARY

2.1 HISTORICAL BACKGROUND: Founded in 1879, Sam Houston State University is the third oldest public university in Texas. During its 141 years of service, the University has touched the lives of generations of Texans while helping shape the educational, social, economic, and cultural development of the state. Sam Houston State University is a doctoral-granting university located in the rapidly growing 1-45 corridor north of Houston. Currently, Sam Houston State University has approximately 21,500 students enrolled in one of the 90 undergraduate, 70 graduate or 10 doctoral programs offered by 8 colleges.

2.2 MISSION STATEMENT: Sam Houston State University provides high quality education, scholarship, and service to qualified students for the benefit of regional, state, national, and international constituencies.

2.3 PROJECT DESCRIPTION, SCOPE AND BUDGET: The Facilities Program for the proposed New Parking Structure (Avenue I) envisions a five (5) level structure with a minimum of five hundred forty-six (546) parking spaces. The proposed garage is to be located immediately north of the existing Sam Houston Parking Garage on what is currently known as “Sorority Hill”. The site of the proposed garage is bounded on the north by existing student housing (to be abated and demolished as part of this project), on the south by the existing Sam Houston Parking Garage, on the east by Avenue I (Ron Randleman Boulevard) and on the west by Avenue J. The proposed garage must be a stand-alone structure to clear critical, underground campus infrastructure running east-west on the north side of the existing garage.

2.3.1 The Owner reserves the right to modify, add or delete any of the above-mentioned scopes of work to most effectively use the Project funds. Respondents shall prepare the RFQ based on the scopes identified above.

2.3.2 The selected Design/Build firm will be required to coordinate all designs, plans, specifications, construction, and all associated work necessary for successful completion of the Project following the approved program concepts provided by the Owner and in accordance of the Rules and Regulations of the Texas Board of Architectural Examiners and the Texas Board of Professional Engineers.

2.3.3 The Design/Build firm will be required to submit for approval all proposed design and construction documents. These documents shall include signed and sealed architectural and engineering construction drawings and specification, a full set of engineering calculations and equipment specifications. The design shall meet all applicable codes and regulations required within this document and the State of Texas’ State Energy Conservation Office related to conservation energy design.

2.3.4 The basis for compensation for this Design/Build Project shall include, but not be limited to, the provision of the following:

2.3.4.1 Professional fees/reimbursable expenses: including architects, engineers, specialty consultants, and subcontractors for schematic design, design development and construction documentation;

2.3.4.2 Pre-design surveys and investigations: including preliminary evaluation of the concept plan, constructability review and preliminary estimate, geotechnical soils report review and analysis (if required) and value engineering of concept plans;
2.3.4.3 All required permitting from federal, state, county and local governing jurisdictions;
2.3.4.4 Any and all site development requirements;
2.3.4.5 General conditions, overhead expenses and profit;
2.3.4.6 Construction sub-trade packages;
2.3.4.7 All necessary utility services; including water, wastewater, electrical, gas, telecommunications, data and special systems including fire alarm and security;
2.3.4.8 Construction inspections, quality control and quality assurance;
2.3.4.9 Design and construction contingencies/allowances;
2.3.4.10 Complete field “as-built” documentation and final electronic “record” drawings; and
2.3.4.11 Start-up, commissioning, testing and staff training in the use of all systems.

2.4 DESIGN CRITERIA PACKAGE: The design criteria package can be found by referencing the following link:
http://www.shsu.edu/twb002/project_files/New_Parking_Structure_(Ave._I)_Design_Criteria_2020309.zip

2.5 FACILITIES PROGRAM: The programming guide can be found by referencing the following link:
http://www.shsu.edu/twb002/project_files/New_Parking_Structure_(Ave._I)_PoR_201508_for_RFQ.zip

2.5.1 Disregard references to a Parking Office Suite in the Facilities Program. No such space will be part of the Project.

2.6 PROJECT PLANNING SCHEDULE:

2.6.1 RFQ for Design/Build Services Issued ................................................................. 04/08/20
2.6.2 Non-Mandatory pre-submission teleconference ............................................... 04/21/20
2.6.3 Deadline for submission of written questions .................................................. 04/28/20
2.6.4 Deadline for the submittal of Qualifications ..................................................... 05/15/20
2.6.5 Owner selects short listed firms to interview, if required ................................... 05/22/20
2.6.6 Interview of short-listed firms, if required ......................................................... 05/29/20
2.6.7 Deadline for the submittal of phase two information ....................................... 06/03/20
2.6.8 Owner selects most qualified Respondent ......................................................... 06/05/20
2.6.9 Owner commences negotiations ........................................................................ 06/08/20
2.6.10 Owner and Respondent agree to terms of the Design/Build Contract .............. 06/25/20
2.6.11 Execute Design/Build Contract ........................................................................ 07/02/20
2.6.12 Notice to Proceed for Pre-Construction/Design Services ................................ 07/02/20
2.6.13 Board of Regents approve DD Package w/GMP .............................................. 02/19/21
2.6.14 Construction Documents Complete ................................................................. 04/30/21
2.6.15 Construction Phase begins ................................................................................ 04/05/21
2.6.16 Design/Build Contractor achieves Substantial Completion ............................ 02/11/22
2.6.17 Design/Build Contractor achieves Final Completion ....................................... 03/18/22

The project planning schedule of events presented above represents a basic timeline for the project. Time is of the essence for the Owner to bring the Design/Build firm under contract to begin Pre-Construction Phase services. Respondent shall expedite contract negotiations. A final Project timeline will be developed with the Owner and Design/Build firm at a later time. The Owner can
be expected to work with the Design/Build firm, attempting to validate and improve on this initial schedule.

2.7 OWNER’S SPECIAL CONDITIONS: The Owner requires full compliance with specification Division 0: Contract Requirements and Division 1: General Requirements, which will be integrated into the specifications for the Project and become part of the Contract. These specifications sections shall be a part of the Design/Build Agreement. The sections may be viewed on the Owner’s website at: https://www.tsus.edu/offices/finance/capital-projects.html

SECTION 3 – REQUIREMENTS FOR STATEMENT OF QUALIFICATIONS

Respondents shall carefully read the information contained in the following criteria and submit a complete statement of Qualifications to all questions in Section 3 formatted as directed in Section 4. Incomplete Qualifications will be considered non-responsive and will be subject to rejection.

3.1 CRITERION ONE: RESPONDENT’S STATEMENT OF QUALIFICATIONS AND AVAILABILITY TO UNDERTAKE THE PROJECT (Maximum of two (2) printed pages)

3.1.1 Provide a statement of interest for the Project including a narrative describing the Respondent’s unique qualifications as they pertain to this particular Project.

3.1.2 Provide a statement on the availability and commitment of the Respondent, its principal(s), dedicated Project Managers, and assigned professionals to undertake the Project.

3.2 CRITERION TWO: RESPONDENT’S ABILITY TO PROVIDE DESIGN/BUILD SERVICES

3.2.1 Provide the following information for the past five (5) years:

3.2.1.1 Volume:
   3.2.1.1.1 Annual number, value, and percent change of contracts in Texas per year;
   3.2.1.1.2 Annual number, value, and percent change of contracts nationally per year.

3.2.1.2 Revenues: Annual revenue totals and percent change per year.

3.2.1.3 Bonding:
   3.2.1.3.1 Total bonding capacity;
   3.2.1.3.2 Available bonding capacity and current backlog.

3.2.2 Attach a letter of intent from a surety company indicating Respondent’s ability to bond for the entire construction cost of the project. The surety shall acknowledge that the Respondent may be bonded for each stage/phase of the project, with a potential maximum construction cost of Eleven Million Dollars ($11,000,000). Bonding requirements are set forth in Article 17 of the Agreement and the Uniform General Conditions, Supplementary General Conditions and Division 1 specifications for The Texas State University System Building Construction Contracts.

3.2.3 State whether any firm of the Respondent’s team is currently for sale or involved in any transaction to expand or to become acquired by another business entity. If so, please explain the impact both in organization and company direction.
3.2.4 Provide details of any past or pending litigation, or claims filed, against any firm of the Respondent’s team that may affect your performance under a Contract with the Owner.

3.2.5 State whether any firm of the Respondent’s team is currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity. If so, specify date(s), details, circumstances, and prospects for resolution.

3.2.6 State whether Respondent has ever failed to complete any work which it was awarded.

3.2.7 Declare if any relationship exists by relative, business associate, capital funding agreement, or any other such kinship between any firm of the Respondent’s team and any Owner employee, officer or Regent. If so, please explain.

3.3 CRITERION THREE: QUALIFICATIONS OF DESIGN/BUILD TEAM AND THE EXECUTION OF SERVICES

3.3.1 Describe Respondent’s management philosophy for the Design/Build construction delivery method.

3.3.2 Provide resumes of the Respondent’s team, including architectural, engineering, technical consultants, construction contractors and subcontractors, that will be dedicated to and directly involved in the Project, including their experience with similar projects, the number of years with their respective firms, and their city(s) of residence.

3.3.3 Describe, in graphic and written form, the proposed Project assignments and lines of authority and communication for each team member to be directly involved in the Project. Indicate the estimated percent of time each team members will be involved in the Project for pre-construction and construction services. Affirm the individuals identified that will be committed for the entire duration of the project.

3.3.4 Identify the proposed team members (including consultants) who worked on the Projects listed in Section 3.4 or 3.5 of this RFQ and describe their responsibility in those projects compared to this Project. List other projects for which the consultant team members have worked with the Respondent.

3.3.5 Describe Respondent’s experience using web–based project management in computer informational systems such as e-Builder.

3.3.6 Describe what Respondent perceives as the critical pre-construction issues for this Project.

3.3.7 Describe Respondent’s constructability program for this Project and how it will be implemented.

3.3.8 Describe what Respondent perceives are the critical construction issues for this Project.

3.3.9 Describe Respondent’s approach to coordinating inspections and approvals with the Texas Department of Licensing and Regulation regarding Texas Accessibility Standards, the State Fire Marshal and other authorities having jurisdiction over the Project.
CRITERION FOUR: RESPONDENT’S PAST PERFORMANCE ON REPRESENTATIVE DESIGN/BUILD PROJECTS

3.4.1 Identify and describe the Respondent’s past experience for providing Design/Build services that are MOST CLOSELY RELATED TO THIS PROJECT within the last five (5) years. Provide information on not less than three (3) nor more than five (5) projects. List the projects in order of priority, with the most relevant project listed first. Provide the following information for each project listed:

3.4.1.1 Project name, location, contract delivery method if other than Design/Build, and description
3.4.1.2 Color images (photographic or machine reproductions)
3.4.1.3 Original construction cost amount
3.4.1.4 Final construction cost amount
3.4.1.5 Dollar value and reason for all authorized change orders
3.4.1.6 Final project size in gross square feet
3.4.1.7 Type of construction (new, renovation, or expansion)
3.4.1.8 Actual Notice to Proceed for pre-construction services
3.4.1.9 Actual Notice to Proceed, Substantial Completion, and Final Payment dates for Construction Services
3.4.1.10 Originally scheduled and final project durations
3.4.1.11 Name of project manager (individual responsible to the owner for the overall success of the project)
3.4.1.12 Name of project superintendent (individual responsible for coordinating the day to day work)
3.4.1.13 Names of mechanical, plumbing, electrical and other major subcontractors
3.4.1.14 Names of architectural, engineering, technical and other major consultants

3.4.2 References (for each project listed above, identify the following):

3.4.2.1 The owner’s name and representative who served as the day-to-day liaison during the design and construction phases of the project, including email address and telephone number
3.4.2.2 Architect/engineer’s name and representative who served as the day-to-day liaison during the construction phase of the project, including email address and telephone number
3.4.2.3 Length of business relationship with the owner

References shall be considered relevant based on specific project participation and experience with the Respondent. The Owner reserves the right to contact any other references at any time during the RFQ process.

3.4.3 Identify a maximum of three (3) completed projects, of any type, for which your firm has received an award for design and/or construction excellence from a recognized organization and provide descriptive information for each.

3.5 CRITERION FIVE: RESPONDENT’S PAST PERFORMANCE ON THE TEXAS STATE UNIVERSITY SYSTEM PROJECTS

3.5.1 Identify and describe the Respondent’s past experience for providing Design/Build services on the Owner’s projects, similar higher education institution projects, or large
corporate projects within the last five (5) years. If the Respondent has not previously provided Design/Build services for the Owner, then identify and describe the Respondent’s past performance on Design/Build projects for “major” institutions of higher education (or similar entities) within the last five (5) years. Provide the following information for each project listed:

3.5.1.1 Project name, location, contract delivery method if other than Design/Build, and description
3.5.1.2 Color images (photographic or machine reproductions)
3.5.1.3 Original construction cost amount
3.5.1.4 Final construction cost amount
3.5.1.5 Dollar value and reason for all authorized change orders
3.5.1.6 Final project size in gross square feet
3.5.1.7 Type of construction (new, renovation, or expansion)
3.5.1.8 Actual Notice to Proceed for pre-construction services
3.5.1.9 Actual Notice to Proceed, Substantial Completion, and Final Payment dates for Construction Services
3.5.1.10 Originally scheduled and final project duration
3.5.1.11 Name of project manager (individual responsible to the owner for the overall success of the project)
3.5.1.12 Name of project superintendent (individual responsible for coordinating the day to day work)
3.5.1.13 Names of mechanical, plumbing, electrical and other major subcontractors
3.5.1.14 Names of architectural, engineering, technical and other major consultants

3.6 CRITERION SIX: RESPONDENT’S ABILITY TO MANAGE CONSTRUCTION SAFETY RISKS

3.6.1 Briefly describe the Respondent’s approach for anticipating, recognizing and controlling safety risks and note the safety resources the Respondent provides for each project’s safety program.

3.6.2 Describe the level of importance for enforcement and support of project safety that the Respondent includes in performance evaluations for superintendents and project managers.

3.6.3 Identify the Respondent’s proposed safety management team members for construction services. Include their previous titles, duties, city(s) of residence, experience and expertise; also, their intended percent of monthly involvement and duration for this Project. Include all details necessary to demonstrate the credentials required by project safety specification.

3.6.4 Describe the methodology, including any technology or other assets that Respondent intends to use for prevention and/or control of incidents and insurance claims on this Project.

3.6.5 Describe the safety and insurance claims history information and weighting that Respondent includes in the submission and award process for “best value” subcontracts.

3.6.6 For all projects that Respondent has managed (or co-managed) in the past five (5) years, list and describe all events or incidents that have reached any of the following levels of severity:
3.6.1 Any occupational illness or injury that resulted in death or total and permanent disability
3.6.2 Three (3) occupational illnesses or injuries that resulted in hospital admittances
3.6.3 Explosion, fire or water damage that claimed five percent (5%) of the project’s construction value
3.6.4 Failure, collapse, or overturning of a scaffold, excavation, crane or motorized mobile equipment when workers were present at the project

3.6.7 Identify Respondent’s Experience Modification Rate (“EMR”) for the three (3) most recent annual insurance-year ratings.

3.6.8 Identify Respondent’s annual OSHA Recordable Incident Rates (“RIR”) for all work performed during the past three (3) calendar years.

3.6.9 Identify Respondent’s annual OSHA Lost Workday Case Incident Rates (“LWCIR”) for all work performed during the past three (3) calendar years.

3.7 CRITERION SEVEN: RESPONDENT’S ABILITY TO ESTABLISH BUDGETS AND CONTROL COSTS ON PAST PROJECTS

3.7.1 Describe Respondent’s fiduciary responsibility as a Design/Build firm using Guaranteed Maximum Price (“GMP”) contracts for publicly funded projects.

3.7.2 Describe Respondent’s cost estimating methods. From any of three (3) projects listed in response to Section 3.4 or 3.5 of this RFQ. Describe how the estimates were developed, how often they were updated and the degree of accuracy achieved.

3.7.3 Describe Respondent’s cost control methods during construction and how it procures subcontracts, confirms scope, amount, and ensures proper payment. From any three (3) projects listed in response to Section 3.4 or 3.5 of this RFQ, provide examples of how these techniques were used and the degree of accuracy achieved.

3.7.4 Describe Respondent’s methodology for working with the owner, project architect/engineer and their consultants to deliver a GMP and to maintain the GMP throughout the design and construction process including any processes for establishing, tracking, and reporting during the development of the GMP.

3.7.5 Provide a sample of a cost estimate used to establish a contract amount from any project listed in Section 3.4 or 3.5 of this RFQ.

3.7.6 The Owner intends to accept a GMP prior to completion of construction documents. Describe in such an event: 1) Respondent’s process for ensuring that the design documents provide the information necessary to arrive at a complete GMP, including all owner requirements with reasonable contingencies; and, 2) Respondent’s process for subsequently ensuring that the final construction documents align with the project scope in the previously accepted GMP proposal documents.

3.7.7 Describe the normal percentage for new construction contingency desired at completion of final construction document, and how these contingencies will be managed through the completion of construction phase services.
3.8 CRITERION EIGHT: RESPONDENT’S ABILITY TO MEET SCHEDULES ON PAST PROJECTS

3.8.1 Describe how Respondent will develop, maintain and update the project schedule during design and construction to coordinate with the Owner’s project schedule. Specifically, show how Respondent will manage design consultants to maintain the design schedule.

3.8.2 Describe Respondent’s approach to assuring timely completion of this Project, including methods for schedule recovery, if necessary. From any three (3) of the projects listed in response to Section 3.4 or 3.5 of this RFQ, provide examples of how these techniques were used, including specific scheduling challenges/requirements and actual solutions.

3.8.3 Describe how Respondent develops and maintains work schedules during design and construction to coordinate with the Owner’s Project schedule. From any three (3) projects listed in response to Section 3.4 or 3.5 of this RFQ, provide examples of how these techniques were used.

3.8.4 Describe Respondent’s experience with Critical Path Method (“CPM”) scheduling software. From any of three (3) of the projects listed in response to Section 3.4 or 3.5 of this RFQ, provide a sample of the monthly schedule reports, including identified milestones and schedule recovery plans.

3.9 CRITERION NINE: RESPONDENT’S KNOWLEDGE OF CURRENT DESIGN AND CONSTRUCTION APPROACHES, TECHNOLOGIES, AND BEST PRACTICES

3.9.1 Describe Respondent’s quality assurance program. Explain the methods used to ensure quality control during the construction phase of a project. Provide specific examples of how these techniques or procedures were used from any three (3) projects listed in response to Section 3.4 or 3.5 of this RFQ.

3.9.2 Describe Respondent’s procedures for implementing industry’s “best practices” as defined by the Construction Industry Institute and similar organizations for:
   3.9.2.1 Establishing and tracking project objectives
   3.9.2.2 Using project scope definition resources (i.e. Project Definitions Rating Index (“PDRI”)) in order to obtain complete and accurate design and construction documents from the architect/engineer
   3.9.2.3 Partnering
   3.9.2.4 Cost tracking
   3.9.2.5 Change (order) management systems
   3.9.2.6 Total quality management for each phase, including close-out and commissioning

3.9.3 Provide an example of a successful constructability program used by Respondent to maintain project budgets without sacrificing quality.

3.9.4 Describe Respondent’s methodology for advertising, evaluating and selecting trade subcontractors for “major” institutions of higher education as a Design/Build contractor.

3.9.5 As the Design/Build contractor, describe Respondent’s relationship with the local subcontracting community.
3.9.6 Describe how Respondent maintained security during the construction of any occupied facility listed in Section 3.4 or 3.5 of this RFQ.

3.9.7 Describe Respondent’s past experience dealing with congested campuses/site conditions for any project listed in Section 3.4 or 3.5 of this RFQ.

3.9.8 Provide any other details regarding special services, products, advantages or other benefits offered to the Owner by the Respondent.

3.10 CRITERION TEN: RESPONDENT’S ABILITY TO IDENTIFY AND RESOLVE PROBLEMS ON PAST PROJECTS

3.10.1 Describe Respondent’s understanding of the administrative challenges and opportunities associated with providing pre-construction, pre-design and construction services for the Owner on this project, and Respondent’s strategy for resolving any issues.

3.10.2 Understanding schedule limitations, provide an analysis of the Owner’s project planning schedule in Section 2.6 of this RFQ and describe Respondent’s plan for communicating constructability, phasing, value engineering and other budget options in a form that will quickly facilitate the Owner’s decision making.

3.10.3 For any combination of three (3) projects listed in response to Section 3.4 or 3.5 of this RFQ, describe any conflicts with the Owner, consultants, architect/engineer, or subcontractors and describe the methods used by the Respondent to resolve those conflicts.

3.11 CRITERION ELEVEN: EXECUTION OF OFFER

NOTE TO RESPONDENTS: SUBMIT ENTIRE SECTION WITH RESPONSE.

THIS EXECUTION OF OFFER MUST BE COMPLETED, SIGNED, AND RETURNED WITH THE RESPONDENT’S QUALIFICATIONS. FAILURE TO COMPLETE, SIGN AND RETURN THIS EXECUTION OF OFFER WITH THE QUALIFICATIONS MAY RESULT IN REJECTION OF THE QUALIFICATIONS.

SIGNING A FALSE STATEMENT MAY VOID THE SUBMITTED QUALIFICATIONS OR ANY AGREEMENTS OR OTHER CONTRACTUAL ARRANGEMENTS, WHICH MAY RESULT FROM THE SUBMISSION OF RESPONDENT’S QUALIFICATIONS, AND THE RESPONDENT MAY BE REMOVED FROM ALL PROPOSER LISTS. A FALSE CERTIFICATION SHALL BE DEEMED A MATERIAL BREACH OF CONTRACT AND, AT OWNER’S OPTION, MAY RESULT IN TERMINATION OF ANYRESULTING CONTRACT OR PURCHASE ORDER.

3.11.1 By signature hereon, Respondent acknowledges and agrees that 1) this RFQ is a solicitation for Qualifications and is not a contract or an offer to contract; 2) the submission of Qualifications by Respondent in response to this RFQ will not create a contract between the Owner and Respondent; 3) the Owner has made no representation or warranty, written or oral, that one or more contracts with the Owner will be awarded under this RFQ; and 4) Respondent shall bear, as its sole risk and responsibility, any cost which arises from Respondent’s preparation of a response to this RFQ.
3.11.2 By signature hereon, Respondent offers and agrees to furnish to the Owner the products and/or services more particularly described in its Qualifications, and to comply with all terms, conditions and requirements set forth in the RFQ documents and contained herein.

3.11.3 By signature hereon, Respondent affirms that it has not given, 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 Qualifications.

3.11.4 By signature hereon, a corporateRespondent certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171, Texas Tax Code, or that the corporateRespondent is exempt from the payment of such taxes, or that the corporate Respondent is an out-of-state corporation that is not subject to the Texas Franchise Tax, whichever is applicable.

3.11.5 By signature hereon, the Respondent hereby certifies that neither the Respondent nor anyone acting on behalf of Respondent has violated the antitrust laws of this state, codified in Section 15.01, ET. seq., Texas Business and Commerce Code, or the Federal antitrust laws. Respondent further certifies that it has not communicated directly or indirectly the Qualifications submitted to any competitor or any other person engaged in a similar line of business.

3.11.6 By signature hereon, Respondent represents and warrants that:

3.11.6.1 Respondent is a reputable company regularly engaged in providing products and/or services necessary to meet the terms, conditions and requirements of the RFQ;

3.11.6.2 Respondent has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the terms, conditions and requirements of the RFQ;

3.11.6.3 Respondent is aware of, is fully informed about, and is in full compliance with all applicable federal, state and local laws, rules, regulations and ordinances;

3.11.6.4 Respondent understands the requirements and specifications set forth in this RFQ and the terms and conditions set forth in the Contract under which Respondent will be required to operate;

3.11.6.5 Respondent, if selected by the Owner, will maintain insurance as required by the Contract; and,

3.11.6.6 All statements, information and representations prepared and submitted in response to this RFQ are current, complete, true and accurate. Respondent acknowledges that the Owner will rely on such statements, information and representations in selecting the successful Respondent. If selected by the Owner as the successful Respondent, Respondent will notify the Owner immediately of any material change in any matters with regard to which Respondent has made a statement or representation or provided information.

3.11.7 By signature hereon, Respondent certifies that the individual signing this document and the documents made part of the RFQ is authorized to sign such documents on behalf of the company and to bind the company under any agreements or other contractual arrangements, which may result from the submission of Respondent’s Qualifications.
3.11.8 By signature hereon, Respondent certifies that if a Texas address is shown as the address of the Respondent, Respondent qualifies as a Texas Resident Respondent as defined in Texas Administrative Code Title 34, Part 1, Chapter 20, Subchapter A, Division 2, Rule Section 20.25(8).

3.11.9 By signature hereon, Respondent certifies as follows:

3.11.9.1 “Under Section 231.006, Texas Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.”

3.11.9.2 “Under Section 2155.004, Texas Government Code, the vendor or applicant certifies that the individual or business entity named in this bid 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.”

3.11.9.3 Under Section 2254.004, Texas Government Code, the vendor or applicant certifies that each individual or business entity which is an engineer or architect proposed by Respondent as a member of its team was selected based on “demonstrated competence and qualifications only.”

3.11.10 By signature hereon, Respondent certifies that no relationship, whether by relative, business associate, capital funding agreement or by any other such kinship exist between Respondent and an employee of Owner or any component institution, or Respondent has not been an employee of Owner within the immediate twelve (12) months prior to Respondent’s RFQ response. All such disclosures will be subject to administrative review and approval prior to the Owner entering into any contract with Respondent.

3.11.11 By signature hereon, Respondent affirms that no compensation has been received for participation in the preparation of the specifications for this RFQ. (ref. Section 2155.004 Texas Government Code).

3.11.12 Respondent represents and warrants that all articles and services quoted in response to this RFQ meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-596) and its regulations in effect or proposed as of the date of this solicitation.

3.11.13 By signature hereon, Respondent signifies his compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.

3.11.14 By signature hereon, Respondent agrees, to the extent provided by Section 2254.0031 of Texas Government Code, to defend, indemnify, and hold harmless the State of Texas, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of Respondent or any agent, employee, subcontractor, or supplier of Respondent in the execution or performance of any agreements or other contractual arrangements which may result from the submission of Respondent’s Qualifications.
3.11.15 By signature hereon, Respondent agrees to complete a Cybersecurity Training Program. Pursuant to Section 2054.5192, *Texas Government Code*, Respondent and its subcontractors, officers, and employees, who have access to Owner’s computer system, must complete a cybersecurity training program certified under Section 2054.519, *Texas Government Code* as selected by the Owner. The cybersecurity training program must be completed by Respondents and its subcontractors, officers, and employees, who have access to Owner’s computer system, during the term and any renewal period of this Agreement. Respondent shall verify in writing completion of the program to the Owner within the first thirty (30) calendar days of the term and any renewal period of the Contract.

3.11.16 By signature hereon, Respondent agrees that any payments that may become due under any agreements or other contractual arrangements, which may result from the submission of Respondent’s Qualifications, will be applied towards any debt including, but not limited to, delinquent taxes and child support that is owed to the State of Texas.

3.11.17 By signature hereon, Respondent certifies that no member of the Board of Regents of The Texas State University System, or the Executive Officers of the Owner or its component institutions, has a financial interest, directly or indirectly, in the transaction that is the subject of the contract, and that no member of the Board of Regents has a “substantial interest” (as that term is defined in Section 51.923 of the *Texas Education Code*) in the Respondent.

3.11.18 By signature hereon, Respondent certifies to the Owner that each architect and/or engineer that is a member of its team was selected based on demonstrated competence and qualifications in the manner provided by Section 2254.004, *Texas Government Code*.

[Execution of Offer continues next page]
Execution of Offer: **RFQ for Design-Build Services, RFQ No. 758-20-06066, New Parking Structure (Avenue I) for Sam Houston State University, Huntsville, Texas.**

The Respondent must complete, sign and return this Execution of Offer as part of their submittal response. The Respondent’s company official(s) who are authorized to commit to such a submittal must sign submittals. Failure to sign and return this form will subject the submittal to disqualification.

**Respondent’s Name:**

**Respondent’s State of Texas Tax Account No.:**

*This 11 digit number is mandatory*

If a Corporation:

**Respondent’s State of Incorporation:**

**Respondent’s Charter No:**

Identify each person who owns at least 25% of the Respondent’s business entity by name:

(Name) (Name)

(Name) (Name)

Submitted and Certified By:

**(Respondent’s Name)** (Title)

**(Street Address)** (Telephone Number)

**(City, State, Zip Code)** (Fax Number)

**(Authorized Signature)** (Date)

**(Email Address) required for RFQ Notification**

Respondent acknowledges receipt of the following Addenda:

No. 1______; No. 2______; No. 3______; No. 4______; No. 5______; No. 6______
SECTION 4 – FORMAT FOR STATEMENT OF QUALIFICATIONS

4.1 GENERAL INSTRUCTIONS

4.1.1 Qualifications shall be prepared SIMPLY AND ECONOMICALLY, providing a straightforward, CONCISE description of the Respondent's ability to meet the requirements of this RFQ. Emphasis shall be on the QUALITY, completeness, clarity of content, responsiveness to the requirements, and an understanding of Owner's needs.

4.1.2 Qualifications shall be a MAXIMUM OF FIFTY (50) PRINTED PAGES. The cover, table of contents, divider sheets, HSP and HCL (Section 1.13), and Execution of Offer do not count as printed pages.

4.1.3 Respondents shall carefully read the information contained in this RFQ and submit a complete response to all requirements and questions as directed. Incomplete Qualifications will be considered non-responsive and subject to rejection.

4.1.4 Qualifications and any other information submitted by Respondents in response to this RFQ shall become the property of the Owner.

4.1.5 Qualifications that are qualified with conditional clauses, alterations, items not called for in the RFQ documents, or irregularities of any kind are subject to rejection by the Owner, at its option.

4.1.6 The Owner makes no representations of any kind that an award will be made as a result of this RFQ. The Owner reserves the right to accept or reject any or all Qualifications, waive any formalities or minor technical inconsistencies, or delete any item/requirements from this RFQ when deemed to be in Owner's best interest.

4.1.7 Qualifications shall consist of answers to questions identified in Section 3 of the RFQ. It is not necessary to repeat the question in the Qualifications; however, it is essential to reference the question number with the corresponding answer.

4.1.8 Failure to comply with all requirements contained in this RFQ may result in the rejection of the Qualifications.

4.2 PAGE SIZE, BINDING, DIVIDERS AND TABS:

4.2.1 Qualifications shall be printed on letter-size (8-1/2” x 11”) paper and assembled with spiral-type bindings or staples. DO NOT USE METAL-RING HARD COVER BINDERS.

4.2.2 Additional attachments shall NOT be included with the Qualifications. Only the responses provided by the Respondent to the questions identified in Section 3 of this RFQ will be used by the Owner for evaluation.

4.2.3 Separate and identify each criterion response to Section 3 of this RFQ by use of a divider sheet with an integral tab for ready reference.
4.3 **TABLE OF CONTENTS:** Submittals shall include a “Table of Contents” and give page numbers for each part the Qualifications.

4.4 **PAGINATION:** Number all pages of the submittal sequentially using Arabic numerals (1, 2, 3, etc.); the Respondent is not required to number the pages of the HCL.

**SECTION 5 - ATTACHMENTS TO THE RFQ**

5.1 Attachment A - HUB Commitment Letter

[END OF REQUEST FOR QUALIFICATIONS]
With your RFQ submit, a Letter of HUB Commitment, see sample letter below, on how your firm will participate and demonstrate a good faith effort in achieving the University’s HUB goals. Provide recent examples where your firm has met or exceeded HUB goals on previous projects. HUB questions can be directed to Bob Chapa @ 936/294-4670 or ric001@shsu.edu.

(BUSINESS LETTERHEAD)

SAMPLE
Letter of HUB Commitment for RFQ for Design-Build Services

Date:

Chuck Jones, Director
Facilities Planning and Construction
Sam Houston State University
2424 Sam Houston Avenue
Huntsville, Texas 77340

Re: Historically Underutilized Business Plan for (Project Title)
    Project Number ________________

Dear Mr. Jones:

In accordance with the requirements outlined in the specification section 1.13 “HISTORICALLY UNDERUTILIZED BUSINESSES SUBMITTAL REQUIREMENTS” I am pleased to forward this HUB Subcontracting Plan and letter as an integral part of our proposal in connection with your invitation for request for this proposal.

I have read and understand Sam Houston State University’s policy on Utilization of Historically Underutilized Businesses (HUBs).

If awarded this contract we understand that we will be required to attend a meeting with the University’s HUB coordinator to discuss HSP requirements in soliciting for subsequent subcontractors for this project. Good Faith Effort will be documented and will contain a completed HUB Subcontracting Plan for each subcontracting opportunity.

Documentation of subcontracted work will be provided with each pay request on the Monthly Progress Assessment Report.

Sincerely,

Contractor’s Name

NOTE: In addition to the above, and distinct from any HUB Good Faith Effort required by Texas law, the respondent is requested to submit a statement, in the Letter of HUB Commitment, describing in detail how the respondent will commit to attract and use certified HUBs to meet or exceed the Sam Houston State University’s HUB Goals for all goods and services needed throughout the term of the contract. Please also provide a statement as to what percentage of HUB participation you intend to achieve and what your company has done in the past to demonstrate your efforts in contracting with minority or women owned contractors.
Addendum No. 1
Issued April 29, 2020

REQUEST FOR QUALIFICATIONS
FOR
DESIGN-BUILD SERVICES
FOR
SAM HOUSTON STATE UNIVERSITY
HUNTSVILLE, TEXAS

NEW PARKING STRUCTURE
(Avenue I)

RFQ No.:
758-20-06066

Notice To All Respondents:
The following is Addendum No. 1 to the Request for Qualifications (RFQ)
ESBD Posting No. 758-20-06066 was posted on April 8, 2020

Prepared By:
Peter Maass, Director of Capital Projects Administration
The Texas State University System
601 Colorado Street
Austin, TX 78701 - 512-463-1808
Peter.Maass@tsus.edu
I. GENERAL:

A. The Non-Mandatory Pre-Submittal Teleconference Attendance was held via ZOOM Teleconference on April 21, 2020. The teleconference attendance sheets are included as part of this Addendum along with the questions and answers presented in response to this solicitation as of April 28, 2020:

1. **Question:** It was mentioned during the pre-submittal meeting that there would be some coordination required between the design-build parking garage and the design-build student housing project. Will a new RFQ be issued for the student housing project? Will a different design team be considered for the student housing project?
   **Answer:** There will be a separate solicitation for Design/Build services to construct the student residence project. That solicitation process will determine who the design team for the residence project will be.

2. **Question:** For the RFQ for Design-Build Services, New Parking Structure (Avenue I), RFQ No.: 758-20-06066, Does the Execution of Offer form only need to be submitted by the general contractor or is it needed from both the general contractor and the architect?
   **Answer:** The Execution of Offer needs to be completed and signed by the entity which will sign the Agreement between Owner and Design/Build Contractor, if successful.

3. **Question:** Our team would like to participate in the upcoming site walk for the SHSU D/B New Parking Structure. Can you please respond back with the date, time, location of the site walk?
   **Answer:** Due to precautionary measures relating to Covid-19, there is no scheduled walkthrough of the existing structures. Respondents are welcome to view the existing structures from the outside as long as they provide advance notice to Romano Jundos, via email, and park in the Sam Houston Parking Garage.

4. **Question:** Is there a soils report available?
   **Answer:** A geotechnical investigation report is not available at this time.

5. **Question:** If not, will the DB team be responsible for hiring the geotechnical engineer?
   **Answer:** The Owner will procure geotechnical engineering services. Refer to Item 5 of the "Design Criteria Package for New Parking Structure (Avenue I)."

6. **Question:** Will SHSU be responsible for material testing?
   **Answer:** The Owner will provide Construction Materials Testing services.

7. **Question:** [Has a soils report] been published at this time?
   **Answer:** See reply to Question No. 4.

8. **Question:** the RFQ states that the qualifications are limited to 50 printed pages. Is that 50 pages front and back (100 printed pages) or 50 single sided pages?
   **Answer:** The limit is 50 printed sides of a page, not 100. Respondents are encouraged to print on both sides of a page to save paper.

9. **Question:** Will SHSU be able to send a pre-bid attendee list based on who attended the zoom call?
**Answer:** A list of Pre-Submission Teleconference participants is attached to this Addendum. Due to software limitations, further details are not available.

**10. Question:** The Summary Program for the North Residential District Parking Structure document page 2-2 indicates that demo is to be provided under a separate contract, however, the RFQ page 11 states that it is to be provided as part of this project. Please clarify portion of project for demolition and whether it’s covered within this project.

**Answer:** Abatement and demolition of existing structures is included in the Design/Build Contractor’s scope of work. Refer to Item 6 in the "Design Criteria Package for New Parking Structure (Avenue I)” dated 3/9/2020 for the Design/Build Contractor’s scope of abatement and demolition work.

**11. Question:** Please confirm if the DBBL amount of $11,000,000 is intended to provide a $10,000,000 CCL and to provide $1,000,000 limitation amount for the sum of the Pre-Construction Phase Fee, Design Services Fee and Construction Administration Services Fee.

**Answer:** As stated in RFQ Paragraph 1.1.5, the $11,000,000 DBBL includes a $10,000,000 CCL. The CCL includes, without limitation, the General Conditions Costs, the Cost of the Work, the Construction Phase Fee and the Design/Build Contractor’s Contingency. The CCL does not include the Pre-Construction Phase Fee, Design Services Fee, or A/E’s Construction Administration Fee.

**12. Question:** Owner's Standard Design/Build Contractor Agreement Item 25.2, TSUS UGC for Construction Contracts Item 9.11 and TSUS Construction Division 1 Specification Section 013100 – Project Administration, 3.24, 1 do not indicate the amount to be assessed as liquidated damages. Please confirm what amount is to be assessed as liquidated damages.

**Answer:** The liquidated damages amount for this project will be $750 per calendar day.

**13. Question:** RFQ Item 1.13 and Owner’s Standard Design/Build Contractor Agreement Item 4.12 do not indicate what the HUB goals are for the Project. The HUB Subcontracting Plan form downloaded from the Texas State Comptroller’s website per RFQ Item 1.13.5 identifies a 21.1% goal for Building Construction Contracts and a 23.7% goal for Professional Services Contracts. TSUS UGC for Construction Contracts Item 4.1 conversely identifies a 26.1% goal for Building Construction Contracts and a 20.0% goal for Professional Services Contracts. Please confirm what the HUB goals are for the provision of Design/Build Services on the Project.

**Answer:** The Design/Build Contractor shall make a good faith effort to achieve Sam Houston State University’s Fiscal Year 2020 HUB Participation Goals: 21.1% for Building Construction and 23.7% for Professional Services. HUB questions may be directed to Bob Chapa at: 936-294-4670 or: ric001@shsu.edu

**14. Question:** Please confirm what portions of existing student housing are to be abated and demolished as part of the new parking structure project and if the Design/Build Contractor is to provide a Hazardous Material Abatement Consultant as part of Design Services and perform hazardous materials abatement and demolition as part of Construction Phase Services including provision of asbestos abatement liability insurance.
Answer: See reply to Question No. 10.

15. **Question:** RFQ Item 2.6.15 indicates a Construction Phase Begins date of 04/05/21 which is earlier than the prior indicated Construction Documents Complete date of 04/30/21 per RFQ Item 2.6.14. Please confirm the Construction Phase Begins date of 04/05/21 per RFQ Item 2.6.15.

**Answer:** Confirmed. The Construction Phase is scheduled to begin on 4/05/2021. It was noted during the 4/21/2020 Pre-Submission Teleconference that one or more early release Construction Document packages would be required to meet the Project Schedule. The number, content and date(s) of any early release package(s) will be established during the Preconstruction Phase.

16. **Question:** RFQ Item 2.7 states full compliance will be required with Specifications Division 0 – Contract Requirements and Division 1 – General Requirements and provides website address where these specifications may be viewed. The website provides a PDF of Owner’s Division 1 Specifications but does not identify any of the other available PDF’s as being the Owner’s Division 0 Specifications. Please advise if there are to be any Owner’s Division 0 Specifications or if the intent may be for the TSUS Uniform General Conditions For Construction Contracts, for which a PDF is provided on the website, to serve as the Owner’s Division 0 Specifications.

**Answer:** Division 0 constitutes the TSUS Uniform General Conditions. Refer to Article 2 of the Sample Design-Build Agreement for a detailed list of Contract Documents. The Sample Design-Build Agreement and select Contract Documents referenced therein are available for download at: [https://www.tsus.edu/offices/finance/capital-projects.html](https://www.tsus.edu/offices/finance/capital-projects.html)

17. **Question:** Please confirm that: 1) Exhibit P – Security Bond is to be executed along with the Design/Build Contractor Agreement, 2) the initial anticipated GMP is to be based upon Owner’s anticipated Construction Cost Limitation per the RFQ inclusive of the Design/Build Contractor’s proposed/accepted Construction Phase General Conditions Costs, Construction Phase Fee, Construction Phase Contingency and any Owner’s Special Cash Allowances, with the remaining balance relative to the RFQ CCL being delegated to the Construction Phase Cost of the Work and 3) upon subsequent development and pricing of the design documents during the performance of Pre-Construction Phase & Design Services and preparation of the Design/Build Contractor’s GMP Proposal if it is reasonably and justifiably determined that the aforementioned remaining balance relative to the RFQ CCL for the Cost of the Work may be insufficient and cause the initial anticipated GMP to be exceeded, that the Design/Build Contractor will therefore not be held liable per the Exhibit P – Surety Bond for the difference between the initial anticipated GMP and any amount the Owner may legally contract with another party for an amount in excess of the initial anticipated GMP. 4) Also please confirm if Security Bond cost is to be included within Design/Build Contractor’s Preconstruction Phase Fee.

**Answer:**

**Part 1:** Confirmed. Refer to Paragraph 17.1 of the Sample Design-Build Agreement.
**Part 2:** Refer to Paragraph 3.8 and 3.21 of the Sample Design-Build Agreement for the definitions of the CCL and the GMP, respectively. Should the GMP be less than the CCL, the Owner may recognize the difference between the two amounts as savings.

**Part 3:** The language of the Security Bond stands as stated:
"NOW THEREFORE, the condition of this obligation is such that, if the aforesaid Principal shall execute a Guaranteed Maximum Price Proposal acceptable to all parties, the said Principal will, within the time required by the Contract, give Performance and Payment Bonds, as required by the Contract, to secure the performance of the terms and conditions of the Contract, then this obligation to be void; otherwise the Principal and surety will pay unto the Obligee the difference in money between the amount of the Guaranteed Maximum Price Proposal of the said Principal and the amount for which the Obligee legally contracts with another party to perform the work if the latter amount be in excess of the former, but in no event shall liability hereunder exceed the penal sum hereof."

**Part 4:** Per Paragraph 6.3 of the Sample Design-Build Agreement "bond costs" are included in the Pre-Construction Fee.

18. **Question:** Design/Build Contractor Agreement Item 3.16 indicates Design Services are to include Project Facility Program validation. Design/Build Contractor Agreement Item 5.1.1.5 indicates Design/Build Contractor shall participate in development of the Project Facility Program if such a program is required by Owner and has not yet been developed prior to the Effective Date of the Agreement. Design/Build Contractor Agreement Item 5.2.1.8 indicates all Design Services shall be provided in compliance with and in furtherance of the Owner’s Design Requirements and any other criteria applicable to the Facility Program (if any) and the needs of the institution. Design/Build Contractor Agreement Item 5.2.1.8 indicates all Design Services shall be provided in compliance with and in furtherance of the Owner’s Design Requirements and any other criteria applicable to the Facility Program (if any) and the needs of the institution. Design/Build Contractor Agreement Item 5.2.2.4 indicates before proceeding to the Schematic Design Stage, the Design/Build Contractor shall obtain Owner’s written approval of the Facility Program (if any provided as part of DB services). Please confirm the Summary Program for the North Residential District Parking Garage at SHSU with August 2015 issue date that is referenced per RFQ Item 2.5 is intended to serve as the developed Project Facility Program per Design/Build Contractor Agreement Item 3.33 and is therefore only required to be validated by the Design/Build Contractor as part of its Design Services and not further developed.

**Answer:** Confirmed. The "Summary Program for the North Residential District Parking Garage at Sam Houston State University" dated August 2015 (with the exception noted in Item 2.5.1 of the RFQ) serves as the Project Facility Program and requires validation. Additionally, the requirements of the "Design Criteria Package for New Parking Structure (Avenue I)" dated 3/9/2020, along with the "Sam Houston State University (SHSU) A/E Guidelines - 2019" referenced therein, must be met.

19. **Question:** Please confirm the entire combined 1,700 SF Restroom & Office Space/Parking Office Suite is to be disregarded as referenced within the Summary Program for the North Residential District Parking Garage at
SHSU with August 2015 issue date per associated Pages 5-2, 5-4, 5-8, 5-11 & 5-12.

**Answer:** Confirmed. Refer to Item 2.5.1 of the RFQ.

**20. Question:** Please confirm Owner will be required to provide and pay for Geotechnical Engineering Services.

**Answer:** See reply to Question No. 5.

**21. Question:** Please provide the scoring/evaluation matrix for RFQ criterion.

**Answer:** The evaluation matrix is an internal TSUS document which is not disclosed to Respondents.

**22. Question:** Please clarify what else besides the CCL of $10M is included in the Design/Builder's Budget Limit of $11M.

**Answer:** See reply to Question No. 11.

**23. Question:** During the pre-submittal meeting, construction overlap with the residence hall was mentioned. Please clarify how much of an overlap is anticipated and the expected construction schedule of the res hall.

**Answer:** The substantial completion of the North Residence Hall project is anticipated approximately 6 months after completion of the New Parking Structure (Avenue I) project.

**24. Question:** Please confirm that the parking office is no longer part of the scope.

**Answer:** See reply to Question No. 19.

**25. Question:** Please provide a copy of the ACM inspection report that is referenced in the Design Criteria document.

**Answer:** The ACM inspection report is not available at this time. It will be provided to the awardedRespondent.

**26. Question:** Please confirm that SHSU will procure geotechnical services directly.

**Answer:** See reply to Question No. 5.

**27. Question:** Please clarify if SHSU will be providing any of the following services: survey, commissioning, testing and balancing.

**Answer:** Refer to Item 5 of the "Design Criteria Package for New Parking Structure (Avenue I)" dated 3/9/2020 for surveying responsibilities. Commissioning and Testing & Balancing, if required, will be by Owner.

**28. Question:** Clarifications – Does the Architect provide information for Criterion Two?

**Answer:** The firm executing the Design-Build Agreement should submit the information requested in Items 3.2.1 and 3.2.2 of the RFQ. Any firm of the Respondent's team should respond to Items 3.2.3 through 3.2.7.

**29. Question:** Is the HUB Subcontract Plan (HSP) Form required for the GC and Design Team?

**Answer:** Refer to Items 1.13.1 & 1.13.2 of the RFQ.

**30. Question:** How soon may we receive a copy of the topographical site map?

**Answer:** The boundary/topographic/utility/tree survey of the Project site is not available at this time. It will be provided to the awarded Respondent.

**31. Question:** When will the existing utility site plan be available?

**Answer:** See reply to Question No. 30.

**32. Question:** When will the asbestos report be available for review?

**Answer:** See reply to Question No. 25.
**Attachments:**

(1) Pre-Submittal Teleconference Attendance Sheets

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