

**AMENDMENT NO. 1  
TO THE  
PROFESSIONAL ARCHITECTURAL/ENGINEERING SERVICES  
AGREEMENT  
BETWEEN  
THE TEXAS FACILITIES COMMISSION  
AND  
ENCOTECH ENGINEERING CONSULTANTS, INC.**

**THIS AMENDMENT NO. 1** to the Professional Architectural/Engineering Services Agreement (hereinafter referred to as "Amendment No. 1") is entered into by and between the Texas Facilities Commission (hereinafter referred to as "TFC"), a state agency located at 1711 San Jacinto Boulevard, Austin, Texas 78701, as Owner (as defined in UGC, Section 1.28) and Encotech Engineering Consultants, Inc. (hereinafter referred to as "A/E") located at 8500 Bluffstone Cove, Suite B-103, Austin, Texas 78759, (hereinafter referred to collectively as the "Parties") to amend the original Professional Services Agreement between the parties.

**RECITALS**

WHEREAS, on December 1, 2016, the Parties entered into that one certain *Professional Services Agreement Architectural/Engineering Services Agreement Between the Texas Facilities Commission and Encotech Engineering Consultants, Inc.* (hereinafter referred to as the "Agreement"); and

WHEREAS, the Parties desire to amend the Agreement to provide for Additional Services and fees and to extend the Agreement; and

WHEREAS, subject to Contract Section 11.28, Entire Agreement and Modification, such modifications may only be put into effect by a written amendment to the Agreement; and

WHEREAS, the Texas Legislature in the 85th Regular Legislative Session, enacted House Bill 89 effective September 1, 2017, relating to prohibiting contracts with companies boycotting Israel; and

WHEREAS, the Texas Legislature in the 85th Regular Legislative Session, enacted Senate Bill 252 effective September 1, 2017, relating to prohibiting governmental contracts with a company doing business with Iran, Sudan, or a foreign terrorist organization; and

WHEREAS, TFC has determined to modify the Contract so that it reflects these prohibitions;

NOW THEREFORE, the Parties hereby agree as follows:

1. Unless clearly provided otherwise herein, all terms and phrases in initial caps herein shall have the same meaning as the terms and phrases with initial caps in the Agreement.

2. The parties agree to modify ARTICLE II – SCOPE OF SERVICES, Section 2.1, Scope of Services, to incorporate the additional engineering and design services described in A/E’s Proposal dated November 14, 2018, attached hereto and incorporated herein for all purposes as “Exhibit A-1.”

3. The Parties agree to modify ARTICLE III – TERM AND TERMINATION, Section 3.1, Duration, by deleting Section 3.1. in its entirety, and replacing it with Section 3.1, as follows:

“3.1. Duration. This Agreement shall be effective as of the Effective Date and shall terminate on December 31, 2019, unless extended by the parties by amendment to this Agreement or terminated earlier, as provided below.”

4. The Parties agree to modify ARTICLE IV – CONSIDERATION, Section 4.1, Contract Limit-Fees and Expenses, Subsection 4.1.1, Fixed Fee, by reflecting additional compensation to the A/E for services provided under this Amendment No. 1 in the amount of Five Thousand Seven Hundred Forty-Two and No/100 Dollars (\$5,742.00), thereby increasing the total amount from One Million Eighty-Nine Thousand Nine Hundred Ninety-Eight and No/100 Dollars (\$1,089,998.00), to a total not to exceed amount of One Million Ninety-Five Thousand Seven Hundred Forty and No/100 Dollars (\$1,095,740.00) and replacing Subsection 4.1.1 in its entirety with the following Subsection 4.1.1:

“4.1.1. Fixed Fee. In exchange for the timely delivery of the Professional Services as specified by this Agreement, A/E shall be paid a fixed fee of One Million Ninety-Five Thousand Seven Hundred Forty and No/100 Dollars (\$1,095,740.00). Any Professional Services performed or delivered by A/E prior to the Effective Date of this Agreement or after its termination cannot be compensated.”

5. The Parties agree to modify ARTICLE VI – WARRANTIES AND REPRESENTATIONS MADE BY A/E, by adding Subsections 6.1.15 and 6.1.16, which shall read in their entirety as follows:

“6.1.15. Prohibition Against Boycotting Israel. In accordance with Section 2270.002 of the Texas Government Code, by signature hereon, A/E certifies that it does not boycott Israel and will not boycott Israel during the term of this Agreement.

6.1.16. Prohibition Against Contracting with Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organizations. In accordance with Section 2251.152 of the Texas Government Code, TFC is prohibited from entering into a governmental contract (as defined in Texas Government Code Section 2252.151(3)) with a company that is identified on a list prepared and maintained under Texas Government Code Section 806.051, 807.051, or 2252.153. If A/E is on the above-referenced list the Agreement will be considered void or voidable and TFC will not be responsible to pay A/E for any work performed.”



TFC Contract No. 17-026-000  
RFQ 303-6-00224  
Amendment No. 1  
Encotech Engineering Consultants, Inc.  
Project No. 16-009-5580

**EXHIBIT A-1**

**A/E'S PROPOSAL DATED NOVEMBER 14, 2018**



*We shape the world you live in.*

November 14, 2018

Jason Nezamabadi  
Senior Project Manager, Texas Facility Commission  
Facilities Design and Construction  
1711 San Jacinto Blvd  
Austin, TX 78701

P: 512-463-7127  
E: Jason.Nezamabadi@tfc.state.tx.us

**Re:** John H. Winters Complex—Austin, TX  
Engineering and Design Services  
Additional Services: Addition of Accessible Spaces to the North Parking Area

Dear Jason,

Encotech Engineering Consultants, the "Engineer," is pleased to submit this proposal for additional services on the above referenced project to Texas Facility Commission, the "Client."

**SCOPE**

The scope of Additional Services for John H. Winters Complex, the "Project," located at 701 W 51st St. in Austin, TX consists of revising existing parking area in the North parking lot to accommodate eighteen (18) ADA parking areas and the re-allocation of reserved parking area as a result of the adjustment. Refer to Attachment B.

**ADDITIONAL SERVICES**

Additional Services include engineering and design services to prepare design documents. **Additional Services** shall include:

1. Coordination with design team, CMR, and owner to accommodate drawing revisions.
2. Conducting two (2) additional site observations to first coordinate the changes and then to confirm construction meets standards. Provide one (1) Site observation report for construction site visit.
3. Verify existing grades and pavement elevations for ADA compliance (Civil Sub-Consultant)
4. Prepare signed and sealed construction drawings (Civil Sub-Consultant)
5. Provide the following deliverables:
  - a. Drawings in PDF format for the phases described below.

PHASE	DRAWINGS	PERMITTED USE
Construction Drawings	100%	Construction

**ASSUMPTIONS AND CONDITIONS**

Assumptions and conditions shall be as stated in the Agreement dated 9/14/2016. and the following:

1. Relocation of reserved spaces will be provided by the Texas Facilities Commission for inclusion in the drawings.
2. Additional spaces will be allocated as shown in the attached sketch and will be limited to 18 accessible stalls.
3. The additional project length in this additional service request does not include any additional meetings, site visits, or other CA work beyond what is in the original scope of work. Additional meetings, conferences, site visits and CA effort will be considered additional services as defined in the agreement dated 9/14/2016.

**COMPENSATION**

The lump sum fee to provide these Additional Services shall be:

<b>PHASE DESCRIPTION</b>	<b>FEE</b>
Construction Drawings and Site Visit Inspection (Pape-Dawson)	\$4,002.00
Construction Administration (Encotech)	\$1,740.00
<b>TOTAL</b>	<b>\$5,742.00</b>

Refer to attached fee breakdowns.

**REIMBURSABLE**

Reimbursable expenses shall be as stated in the Agreement dated 9/14/2016.

**EXCLUSIONS**

Exclusions shall be as stated in the Agreement dated 9/14/2016.

**CLIENT PROVIDED SERVICES**

Client Provided Services shall be as stated in the Agreement dated 9/14/2016.

**RESPONSIBILITY OF OTHERS**

In accordance with accepted professional practice it is the responsibility of the Owner to provide the design team with complete and accurate information concerning known existing physical and legal conditions of the site/building that are beyond the scope of the professional engineering services described in this document. Certain unusual or unforeseeable conditions may materially alter the scope of the project in a manner not provided for in this contract.

If the project is cancelled prior to completion of project design, then the Engineer shall be paid for percentage of work completed up to the date of cancellation.

Please call us if you have any questions. Thank you for the opportunity to work with you.

Sincerely,

Agreed and Accepted by Authorized Corporate Officer of:

  
\_\_\_\_\_  
Ali Khataw, PE  
President & CEO

Acceptance is by execution of Amendment No. 1

\_\_\_\_\_  
Legal Entity Name

  
\_\_\_\_\_  
Eugene Raanes, PE  
Project Engineer / Principal

Acceptance is by execution of Amendment 1

\_\_\_\_\_  
Signature

Acceptance is by execution of Amendment 1

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

Acceptance is by execution of Amendment 1

\_\_\_\_\_  
Title

Acceptance is by execution of Amendment 1

\_\_\_\_\_  
Date



**Encotech Engineering Consultants  
Fee Analysis**

Proposal Submitted To: 11/9/2018  
Texas Facilities Commission  
Project Name: 16-009-5580 John H Winters Deferred Maintenance Phase II

Task Description		PE IV	PE II PM II	PE I PMI	
		\$ 210.00	\$ 160.00	\$ 130.00	
1	Design Site visit to coordinate changes and work		3		\$ 480.00
2	Completion site visit			3	\$ 390.00
3	Coordination with sub consultant and issuing Drawing set		1	1	\$ 290.00
4	Respond to additional RFIs which may arise during work.		2	2	\$ 580.00
<b>Total</b>					<b>\$ 1,740.00</b>

**EXHIBIT A**

<b>ENCOTECH ENGINEERING CONSULTANTS</b>	<b>HOURLY RATE</b>	<b>TX REGISTRATION NO. F-1141</b>
<b>PRINCIPAL:</b>	\$ 285.00	
<b>PROJECT ENGINEER VI:</b>	\$ 265.00	
<b>PROJECT ENGINEER V:</b>	\$ 230.00	
<b>PROJECT ENGINEER IV:</b>	\$ 210.00	
<b>PROJECT ENGINEER III:</b>	\$ 185.00	
<b>PROJECT ENGINEER II:</b>	\$ 160.00	
<b>PROJECT ENGINEER I:</b>	\$ 150.00	
<b>PROJECT MANAGER II:</b>	\$ 150.00	
<b>PROJECT MANAGER I:</b>	\$ 130.00	
<b>GRADUATE ENGINEER V:</b>	\$ 120.00	
<b>GRADUATE ENGINEER IV:</b>	\$ 110.00	
<b>GRADUATE ENGINEER III:</b>	\$ 105.00	
<b>GRADUATE ENGINEER II:</b>	\$ 100.00	
<b>GRADUATE ENGINEER I:</b>	\$ 95.00	
<b>CAD / DESIGNER III:</b>	\$ 115.00	
<b>CAD / DESIGNER II:</b>	\$ 95.00	
<b>CAD / DESIGNER I:</b>	\$ 75.00	
<b>ADMINISTRATIVE I:</b>	\$ 65.00	



October 23, 2018

Mr. Lucas Stockburger, P.E.  
Encotech Engineering Consultants  
8500 Bluffstone Cove, Suite B-103  
Austin, Texas 78759

Via E-Mail: [Lucas.Stockburger@eec-tx.com](mailto:Lucas.Stockburger@eec-tx.com)

Re: TFC JH Winters Deferred Maintenance Project 16-009-5580  
Our Project No. 50905-01  
ASR #02 – Addressing TFC Non-Compliant ADA Parking

Dear Mr. Stockburger:

We respectfully submit this Additional Services Request (ASR) for providing engineering services which are in addition to the scope of work originally outlined in our proposal. This ASR has been prepared to provide services to address non-compliant ADA stalls in the north parking lot which was added by TFC.

**TASK 2 - CONSTRUCTION PHASE SERVICES (PD TASK #402) (SUPPLEMENT LUMP SUM)**  
**\$4,002.00**

Pape-Dawson to prepare the necessary construction drawings and provide construction phase services to correct the non-compliant ADA stalls in the north parking. Services include verification of existing grades for ADA compliance, preparation of construction documents, and final inspection of the remediation work.

- Supplement Task 2 Construction Documents **\$8,425.00 + \$4,002.00 = \$12,427.00**

If you have questions or need further clarification, please contact me at 512-454-8711.

Sincerely,  
Pape-Dawson Engineers, Inc.



Mark A. Ramseur, P.E.  
Regional Vice President

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Pape-Dawson Engineers  
 TFC JHW - Additional ADA Parking  
 Add Services for Construction Docs, Existing Conditions Inspection, Construction Inspections  
 Fee Breakdown 10/23/18

Task Description	PD Task #	Vice President	Project Manager (Baeza)	CAD Technician	Clerical	TOTAL HOURS	TOTAL FEE
Labor Rate		\$310	\$165				
<b>TASK 402: CONSTRUCTION PHASE SERVICES</b>	<b>402</b>						
Site visit to verify existing grades and pavement elevations for ADA			2.0			2.0	\$ 327.00
Preparing a signed and sealed construction drawing.		1.0	8.0			9.0	\$ 1,630.00
Responding to RFIs and submittals as necessary		1.0	2.0			3.0	\$ 640.00
Construction inspection and preparation of inspection report		2.0	4.0			6.0	\$ 1,280.00
<b>TOTAL</b>							<b>\$ 3,877.00</b>
Direct Expenses							\$ 125.00
<b>ASR TOTAL</b>							<b>\$ 4,002.00</b>



## SCHEDULE OF REPRESENTATIVE RATES

Effective May 1, 2018

<u>Classification</u>	<u>Hourly Charge Rate*</u>
President / CEO	325.00
Vice President	250.00 – 310.00
Practice Leader / Principal Engineer	250.00 – 285.00
Senior Project Manager / Engineer	145.00 – 225.00
Project Manager	120.00 – 175.00
Project Engineer	120.00 – 155.00
Survey Manager	150.00 – 225.00
Project Surveyor / Geospatial Manager	120.00 – 175.00
Assistant Project Manager	120.00 – 165.00
Designer / E.I.T.	85.00 – 135.00
GIS Analyst	80.00 – 130.00
Senior Environmental Scientist / Geologist / Archaeologist	140.00 – 225.00
Project Environmental Scientist / Geologist / Archaeologist	80.00 – 160.00
Staff Environmental Scientist / Geologist / Archaeologist	55.00 – 100.00
Project Coordinator / Planner	65.00 – 185.00
Technician	55.00 – 125.00
Administrative Assistant	60.00 – 95.00
Operations / Clerical	50.00 – 90.00
Survey Crew (4 person) with equipment	250.00
Survey Crew (3 person) with equipment	190.00
Survey Crew (2 person) with equipment	145.00
LiDAR Mapping	600.00 / Hr.
Aerial Photogrammetry	200.00 / Hr.
CADD	25.00
Micro Processor	15.00
Total Station / Data Collector	12.50
GPS	30.00

\*Ranges are shown for some employee classifications due to varying rates of individuals performing work.

TBPE Firm Registration #470 | TBPLS Firm Registration #10028800

San Antonio | Austin | Houston | Fort Worth | Dallas

Transportation | Water Resources | Land Development | Surveying | Environmental

2000 NW Loop 410, San Antonio, TX 78213 T: 210.375.9000 [www.Pape-Dawson.com](http://www.Pape-Dawson.com)

### SCHEDULE OF EQUIPMENT RATES

Effective May 1, 2018

	<u>Daily Charge Rates</u>
Organic Vapor Meter	100.00
Interface Probe	55.00
Combustible Gas / Oxygen Meter	55.00
Water Level Meter	25.00
Hand Auger Equipment	75.00
G. W. Field Meters	25.00
Well Sample Kit	15.00



**LIST OF A/E PROJECT MANAGER  
AND  
SUBCONTRACTORS  
(Name, Company Name, Address & Contact Person (Project Manager))**

Encotech Project Manager:		<u>Lucas Stockburger</u> <u>Encotech Engineering Consultants</u> <u>8500 Bluffstone Cove Suite B-103, Austin TX 78759</u> <u>(254) 541-4712</u> (Cell #) <u>Lucas.Stockburger@eec-tx.com</u> (Email)
CA Manager	1.	<u>Andrew H. Valentine</u> <u>8500 Bluffstone Cove Suite B-103, Austin TX 78759</u> <u>(512) 418.6837</u> (Cell #) <u>Andrew.Valentine@eec-tx.com</u> (Email)
Pape-Dawson Project Manager	2.	<u>Salvador Baeza</u> <u>Pape-Dawson Engineers Inc.</u> <u>10801 North Mopac Expressway, Building 3 Suite 200</u> <u>Austin, TX 78759</u> <u>915.204.4950</u> (Cell #) <u>sbaeza@pape-dawson.com</u> (Email)



# HUB Subcontracting Plan (HSP) QUICK CHECKLIST

While this HSP Quick Checklist is being provided to merely assist you in readily identifying the sections of the HSP form that you will need to complete, it is very important that you adhere to the instructions in the HSP form and instructions provided by the contracting agency.

➤ If you will be awarding all of the subcontracting work you have to offer under the contract to only Texas certified HUB vendors, complete:

- Section 1 - Respondent and Requisition Information
- Section 2 a. - Yes, I will be subcontracting portions of the contract
- Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors
- Section 2 c. - Yes
- Section 4 - Affirmation
- GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.

➤ If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you have a continuous contract in place for five (5) years or less meets or exceeds the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:

- Section 1 - Respondent and Requisition Information
- Section 2 a. - Yes, I will be subcontracting portions of the contract
- Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors
- Section 2 c. - No
- Section 2 d. - Yes
- Section 4 - Affirmation
- GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.

➤ If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors or only to Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you have a continuous contract in place for five (5) years or less does not meet or exceed the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:

- Section 1 - Respondent and Requisition Information
- Section 2 a. - Yes, I will be subcontracting portions of the contract
- Section 2 b. - List all the portions of work you will subcontract, and indicated 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, complete:

- Section 1 - Respondent and Requisition Information
- Section 2 a. - No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources
- Section 3 - Self Performing Justification
- Section 4 - Affirmation

**\*Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service 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.



# 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 contracts that have been in place for five years or less shall qualify for meeting the HUB goal. This limitation is designed, to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.

**\*\*ATTENTION: Failure to submit an HSP or demonstrate good faith efforts in accordance with Title 34 Texas Administrative Code §20.14 will deem your proposal non-responsive and will not be considered for award.**

The HSP is a Pass/Fail element of your proposal.

**\*\*\*Second-tier Texas certified HUB participation contributes toward meeting good faith efforts. Indicate second-tier HUBs on the HSP for Attachment A, Section A-2 or Attachment B, Section B-4.\*\*\***

For questions or assistance completing your HSP, please send an e-mail to [HUB@tfc.state.tx.us](mailto:HUB@tfc.state.tx.us).

**SECTION-1: RESPONDENT AND REQUISITION INFORM**

a. Respondent (Company) Name: Encotech Engineering Consultants, Inc. State of Texas VID #: 1742567290800  
 Point of Contact: Ali Khataw, P.E. Phone #: 512.338.1101  
 E-mail Address: Ali.Khataw@eec-tx.com Fax #: 512.338.1160

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

c. Requisition #: RFQ#: 303-6-00224 Bid Open Date: 10/21/2015  
(mm/dd/yyyy)

Enter your company's name here: Encotech Engineering Consultants, Inc. Requisition #: 303-6-00224

**SECTION-2: SUBCONTRACTING INTENTIONS RESPONDENT**

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 goods and services, will be subcontracted. Note: In accordance with 34 TAC §20.11., an "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. (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 have a <u>continuous contract*</u> in place for five (5) years or less.	Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract*</u> in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to non-HUBs.
1	Architectural Services, ADA Consulting	14.94 %	%	%
2	Civil Engineering	%	%	4.75 %
3	Environmental, Material Testing	0.66 %	%	%
4	Roofing	%	%	5.46 %
5	Fire Protection, Life Safety	%	%	10.75 %
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 have a continuous contract\* in place with for five (5) years or less 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 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: Encotech Engineering Consultants, Inc. Requisition #: 303-6-00224

**SECTION-3: SELF PERFORMING JUSTIFICATION (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4)**

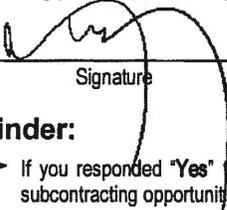
Check the appropriate box (Yes or No) that indicates whether your response/proposal contains an explanation demonstrating how your company will fulfill the entire contract with its own resources.

- Yes (If **Yes**, in the space provided below list the specific page(s)/section(s) of your proposal which explains how your company will perform the entire contract with its own equipment, supplies, materials and/or employees.)
- No (If **No**, in the space provided below explain how your company will perform the entire contract with its own equipment, supplies, materials and/or employees.)

**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.



Ali Khataw, P.E.

President & CEO

06/13/2016

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.