

**REQUEST FOR QUALIFICATIONS**

**FOR**

**South Austin Regional Wastewater Treatment Plant -  
Electrical Substation No. 1 Replacement**

**CLMP126**

**ISSUE DATE: February 7, 2013**

**RESPONSES DUE: March 15, 2013**

**PRIOR TO: 3:00 p.m.**

**DELIVER TO:**

**CONTRACT MANAGEMENT DEPARTMENT  
CONTRACT PROCUREMENT DIVISION  
ATTN: Kevin Benson**

**105 W. RIVERSIDE DR., SUITE 210  
AUSTIN, TEXAS 78704**





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## CONTRACT TEMPLATE





# City of Austin

Founded by Congress, Republic of Texas, 1839

Contract Management Department, PO Box 1088, Austin, Texas 78767 Telephone 512/974-7181 Fax 512/974-7297

February 7, 2013

Re: Announcement

Request for Statements of Qualifications (RFQ) for Providing Professional Engineering Services: South Austin Regional Wastewater Treatment Plant – Electrical Substation No. 1 Replacement  
Solicitation Number: CLMP126

The City of Austin, through its Austin Water Utility Department and its Contract Management Department, is requesting statements of qualifications for the selection of a professional engineering firm for the above-noted project. Statement of qualifications will be due **PRIOR to 3:00 p.m., Friday, March 15, 2013** at 105 W. Riverside Drive, Suite 210, Austin, TX 78704. All SOQs not received and stamped prior to the date and time set forth above will not be accepted for consideration. The time stamp clock in the Suite 210 Reception Area is the time of record and is verified daily with the local time service. The selection process for this project is anticipated to be completed for City Council action in June 2013.

**A pre-response meeting will be held beginning at 1:30 p.m., Thursday, February 21, 2013, in the Learning Resource Center, 2800 Spirit of Texas Drive, Auditorium, Austin, TX 78719 (map included).** The purpose of the meeting will be to respond to consultants' questions about the project and the procurement process. Attendance at the meeting is not a requirement for selection; however, meeting minutes will not be issued. A site tour of the South Austin Regional Wastewater Treatment Plant will be held. The tour will take place immediately following the pre-response meeting from 3:00 p.m. – 4:00 p.m. on February 21, 2013, at 1017 Fallwell Lane, Austin, TX (map included). Attendance is optional. To participate in the tour, individuals must bring safety shoes (steel-toed).

**All prime firms and subconsultants must be registered to do business with the City of Austin prior to the RFQ response due date.** Prime firms are responsible for ensuring that their subconsultants are registered as vendors with the City of Austin. You may register through the City of Austin's online Vendor Registration system. Log on to [www.austintexas.gov/financeonline/vendor\\_connection/index.cfm](http://www.austintexas.gov/financeonline/vendor_connection/index.cfm) and follow the directions.

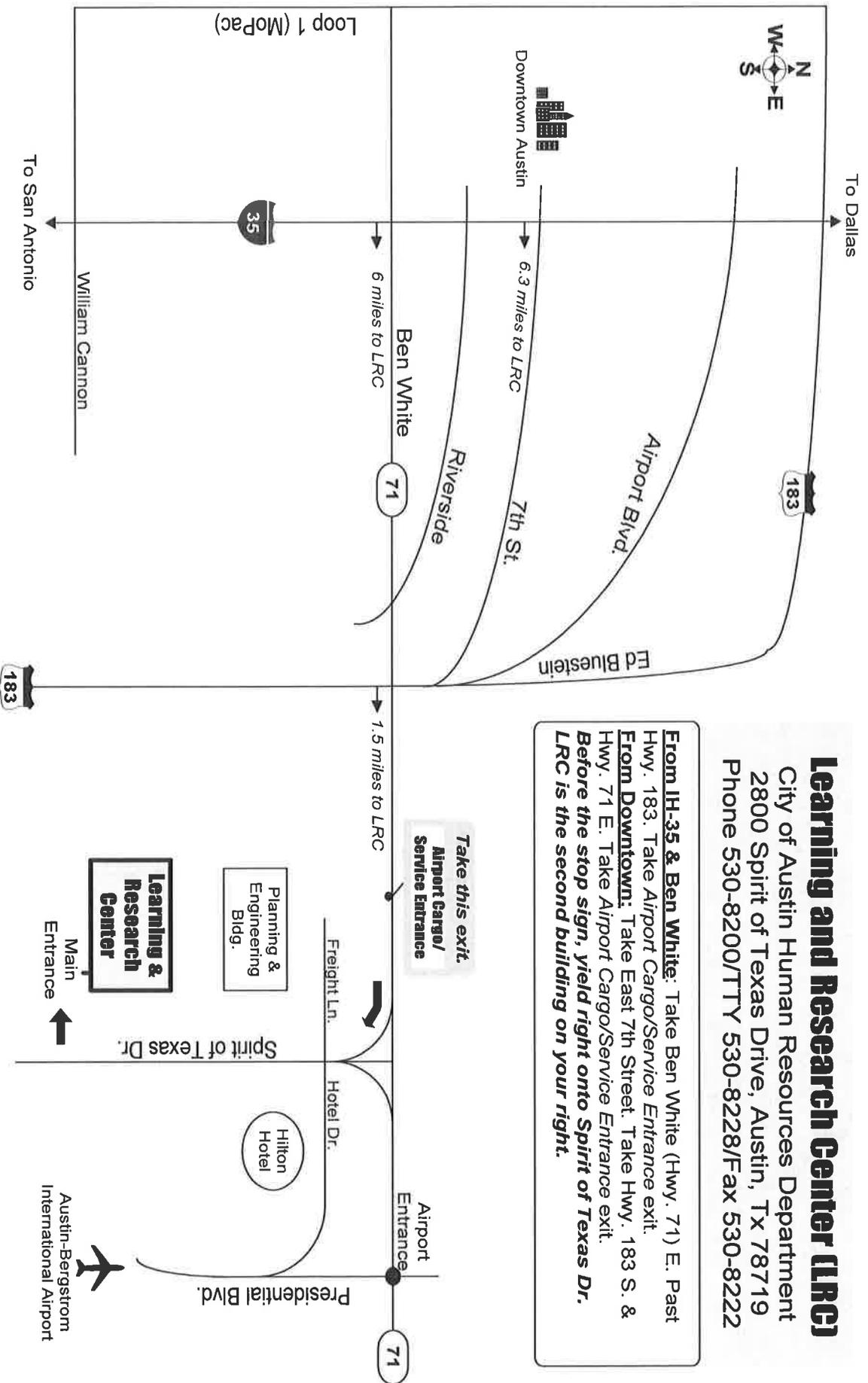
A Request for Statements of Qualifications (RFQ) for these services is available which provides project background and requirements for submittal. For a copy of the RFQ, log on to Vendor Connection at [www.austintexas.gov/financeonline](http://www.austintexas.gov/financeonline). The complete RFQ packet is located as an attachment under the solicitation CLMP126. Copies may also be obtained at the Contract Management Department, Plan Room, 505 Barton Springs Rd., Suite 760, Austin, TX 78704. The authorized contact persons for this solicitation are Daniel Layton, Project Manager at (512) 974-7093 or Kevin Benson, Buyer II at (512) 974-6203. Please contact Daniel Layton for all project related questions and me for any RFQ procurement process questions.

Sincerely,

Kevin Benson, Buyer II  
Contract Management Department  
Contract Procurement and Development Division

cc: Daniel Layton



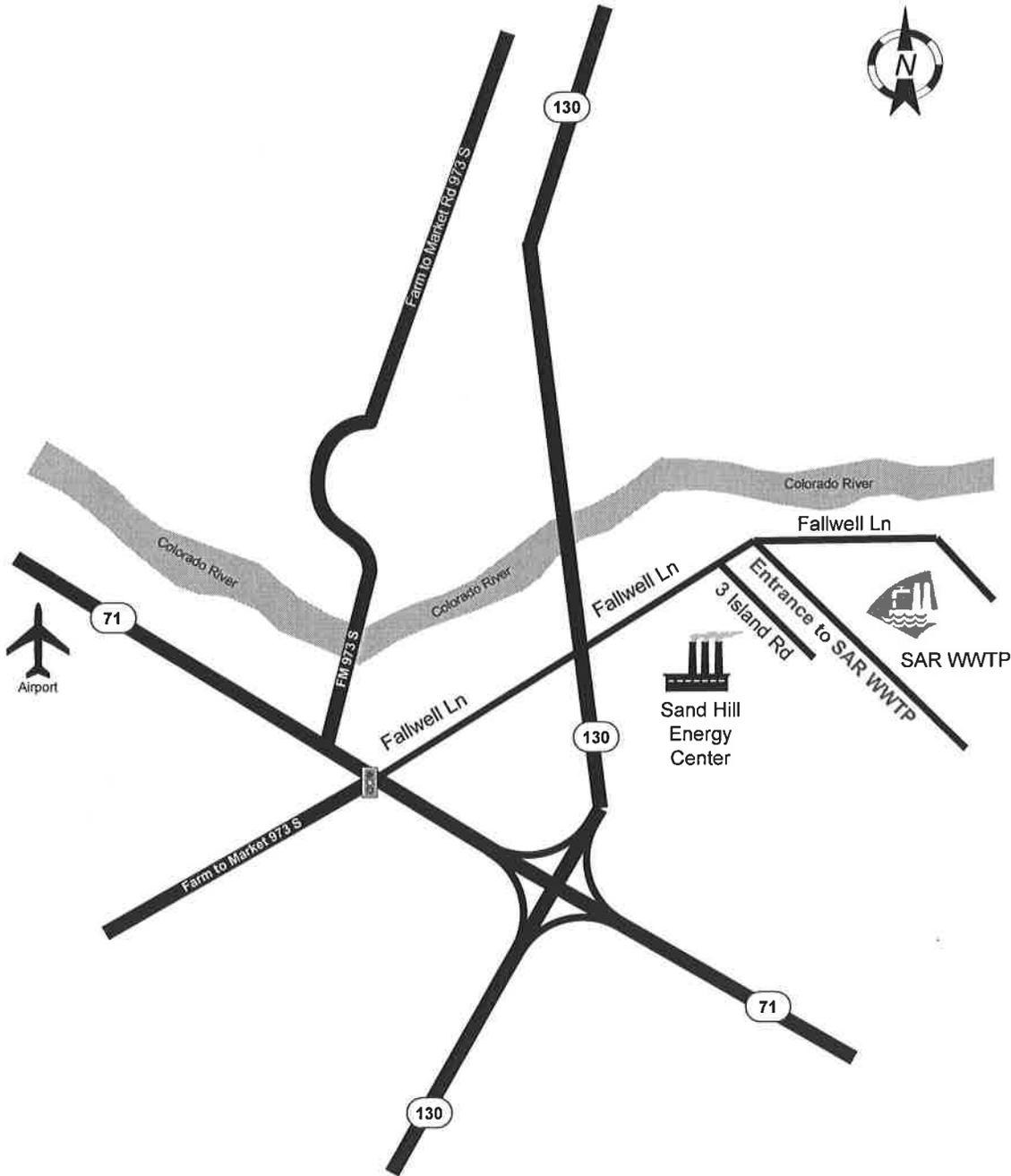




# South Austin Regional Wastewater Treatment Plant

Located at 1017 Fallwell Lane, Austin, TX\*

\*Note: The Post Office just changed the address from 13009 Fallwell Lane, Del Valle, TX, and many popular mapping websites are not updated to reflect the new address at 1017 Fallwell Lane.







## REQUEST FOR QUALIFICATIONS

Solicitation Number: CLMP126

Project Name: South Austin Regional Wastewater Treatment Plant – Electrical Substation No. 1 Replacement

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The following is a summary of information for this Solicitation. The Consultant is cautioned to refer to other sections of this Request for Qualifications (RFQ) packet for further details.

The City of Austin, through its Contract Management Department, is requesting Statements of Qualifications (SOQs) for the selection of professional engineering services for the above-noted project.

Submittals will be received at 105 W. Riverside Drive, Suite 210 Austin, Texas 78704, Contract Management Department.

**ALL SUBMITTALS ARE DUE ON: Friday, March 15, 2013 PRIOR TO 3:00 pm**

**ATTENTION: Kevin Benson**

**ALL SUBMITTALS NOT RECEIVED PRIOR TO THE DATE AND TIME SET FORTH ABOVE WILL NOT BE ACCEPTED FOR CONSIDERATION.** The time stamp clock in the **SUITE 210** Reception Area is the time of record and is verified daily with the local time service (512-476-7744). The qualification statement evaluation criteria for this project are included in this packet for your information. The selection process for this project is anticipated to be complete for City Council action in June 2013.

All prime firms and subconsultants must be registered to do business with the Owner prior to the RFQ response due date. Prime firms are responsible for ensuring that their subconsultants are registered as vendors with the City of Austin. You may register through the Owner's on-line Vendor Registration system. Log on to the following link and follow the directions:

[https://www.austintexas.gov/financeonline/vendor\\_connection/index.cfm](https://www.austintexas.gov/financeonline/vendor_connection/index.cfm).

All City procurements are subject to the City's Minority-Owned and Women-Owned Business Enterprise Procurement Program (Chapter 2-9-B of the MBE/WBE Ordinance, revised June 15, 2006). The program provides Minority-Owned and Women-Owned Business Enterprises (MBEs/WBEs) opportunity to participate in all City contracts. Information on achieving the MBE/WBE participation goals or documenting good faith efforts to achieve the goals is contained in the MBE/WBE Procurement Program Package included in this RFQ packet. Entities submitting statements of qualifications are required to complete and return the MBE/WBE Compliance Plan with their response.

The selected consultant will be required to execute a standard City of Austin professional services agreement. A copy of this document is included in this RFQ packet. Prior to contract execution, the selected firm must submit either their existing or an updated personnel policy (on letterhead) documenting conformity with City Code, 5-4, § 5-4-2. If the Consultant does not submit a copy of their personnel policy incorporating the non-discrimination policy, the company will not be in compliance and the City will exercise its option to cease contract negotiations.

The selected consultant shall carry insurance in the following types and amounts for the duration of the Agreement, and furnish certificates of insurance along with copies of policy declaration pages and policy endorsements as evidence thereof:

- Workers' Compensation and Employers' Liability Insurance coverage with limits consistent with statutory benefits outlined in the Texas Workers' Compensation Act (Art. 8308-1.01 et seq. Tex. Rev. Civ. Stat.) and minimum policy limits for Employers' Liability Insurance of \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee. The firm's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
  - (a) Waiver of Subrogation, form WC 420304.
  - (b) 30 day Notice of Cancellation, form WC 420601.
- Commercial General Liability Insurance with a minimum combined bodily injury and property damage per occurrence limit of \$500,000 for coverages A & B. The policy shall contain the following provisions:
  - (a) Blanket contractual liability coverage for liability assumed under the Agreement and all contracts relative to this project.
  - (b) Independent Contractors coverage.
  - (c) City of Austin listed as an additional insured, endorsement CG 2010.
  - (d) 30 day Notice of Cancellation in favor of the City of Austin, endorsement CG 0205.
  - (e) Waiver of Transfer Right of Recovery Against Others in favor of the City of Austin, endorsement CG 2404.
- Business Automobile Liability Insurance for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident. The policy shall contain the following endorsements in favor of the City of Austin:
  - (a) Waiver of Subrogation endorsement TE 2046A.
  - (b) 30 day Notice of Cancellation endorsement TE 0202A.
  - (c) Additional Insured endorsement TE 9901B.
- Professional Liability Insurance with a minimum limit of \$ 1M per claim and in aggregate to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission committed or alleged to have been committed with respect to estimates, schedules, analyses, reports, surveys, designs or specifications prepared or alleged to have been prepared by the assured. Coverage, including any renewals, shall have a retroactive date coincident with or prior to the date of the Agreement. The consultant shall provide the City of Austin annually with a certificate of insurance as evidence of such insurance. The policy shall provide for 30 day notice of cancellation in favor of the City of Austin. The consultant shall provide a discovery period on professional liability policies that is commensurate with the warranty period of the project.

Should you have any questions concerning the information included in this RFQ, please attend a pre-response meeting on Thursday, February 21, 2013, at 1:30 p.m. at the Learning Resource Center, 2800 Spirit of Texas Drive, Auditorium, Austin, TX 78719. Attendance at the meeting is not required; however, meeting minutes will not be issued.

Thank you for requesting the RFQ and your interest in the City of Austin. For information about other professional services procurement actions of this office, please visit us at [https://www.austintexas.gov/financeonline/vendor\\_connection/index.cfm](https://www.austintexas.gov/financeonline/vendor_connection/index.cfm).

**AUTHORIZED CONTACT PERSONS**

**PROJECT MANAGER: Daniel Layton - telephone (512) 974-7093**  
Email – [Daniel.Layton@austintexas.gov](mailto:Daniel.Layton@austintexas.gov)

**BUYER II: Kevin Benson - telephone (512) 97-6203**  
Email – [Kevin.Benson@austintexas.gov](mailto:Kevin.Benson@austintexas.gov)

**END**





## INSTRUCTIONS TO CONSULTANTS

Solicitation Number: CLMP126

Project Name: South Austin Regional Wastewater Treatment Plant - Electrical Substation No. 1 Replacement

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### I. Preparation of Response

- a. **Request for Qualifications (RFQ) Response Forms.** Enclosed are the RFQ response forms which are to be completed and returned as part of your firm's response. Please use the enclosed current forms and organize your response in the order in which the forms are presented in the Table of Contents. Please submit **two (2) originals and one (1) copy on CD or flash drive** of the RFQ response. Wherever used, "page" refers to single-sided, single spaced, 10 point minimum font printed on 8 ½ x 11 inch pages. Sections should be divided by tabs for ease of reference.

Responses sent to the City of Austin are subject to disclosure pursuant to Open Records Act, Government Code, Chapter 552.

- b. **Disclosure of Proprietary Information.** All materials submitted to OWNER become public property and are subject to the Texas Public Information Act, Government Code Chapter 552, upon receipt. If Consultant does not desire proprietary information in the Proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. OWNER will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.
- c. **Further Information.** Information may be secured by contacting the authorized contact persons listed in the RFQ. Persons desiring further information or interpretation of the solicitation requirements shall make a written request for such information to OWNER no later than seven (7) working days before submittal due date and time. Interpretation of Solicitation Documents will be made by Addendum or Clarification and a copy of each document will be emailed to each person to whom has obtained a RFQ packet. The addendum or clarification will also be available through the City's Vendor Connection.
- d. **Anti-Lobbying and Procurement.** Entities submitting statements of qualifications, including their agents and representatives, shall not undertake any activities or actions to promote or advertise their statement of qualifications to any member of the Austin City Council or City staff except in the course of City-sponsored inquiries, briefings, interviews, or presentations between the statement of qualifications submission date and award by City Council. Any violation of this provision may result in disqualification of the entity. Entity shall execute by signature the following Entity's Affidavit of Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying and return the signed affidavit with their statement of qualifications. The Affidavit form is Form 4 under Proposal Forms. Article 6, Chapter 2-7, Austin City Code, prohibits lobbying activities or

representations by the Consultant between the date that the Request for Qualifications (RFQ) is issued and the date of contract execution. The text of the pertinent City Ordinance may be viewed at the following link:

<http://www.cityofaustin.org/edims/document.cfm?id=161145>.

(1) Definitions

(A) "Authorized Contact Person" means the Project Manager listed in the Cover Letter of the RFQ, or other persons specifically named and designated in the RFQ as the contact for questions and comments regarding the RFQ.

(B) "Completed Project" - The City will consider a project complete when:  
a) The specified discipline for which you are working has been completed; or,  
b) All phases or scopes of work have been completed

(C) "No-Contact Period" means the period of time from the date the RFQ is issued until a contract is executed. If the City withdraws the RFQ or rejects all responses with the stated intention to reissue the same or a similar RFQ for the same or similar project, the no-contact period continues during the time period between the withdrawal and reissue.

(D) Project Manager - The City defines a project manager as an individual in the prime firm who:

- i. Sets deadlines, assigns responsibilities, and monitors and summarizes progress of the project.
- ii. Has the responsibility of the planning, execution, and closing of a project.
- iii. Is responsible for accomplishing the stated project objectives.
- iv. Leads project meetings to collect and disseminate information pertaining to project.
- v. Coordinates the collection and dissemination of information between/within the company and City.
- vi. Manages all aspects of the project, including subconsultants.

(E) Project Principal - The City defines a project principal as an individual in the prime firm who:

- i. Has executive oversight of projects.
- ii. Has the authority to remove the PM, PE or PA assigned to this project.
- iii. Has the authority to secure additional resources to the project.

(F) Project Professional - The City defines a project professional as an individual in the prime firm who:

- i. Serves as lead Engineer, Architect, Landscape Architect, Planner or other professional on the proposed team who designs and develops project specifications.
- ii. Creates, reviews and provides resolution of technical specifications.
- iii. Directs other professional activities.

- iv. Is responsible for the preparation of probable construction cost estimates.
- v. Has all required licenses, certifications or registrations at the time of submittal

(G) "Response" means a statement of qualifications.

(H) "Respondent" means a person responding to a City solicitation including a bidder, a quoter, responder, or a proposer. The term "respondent" also includes:

- (i) an owner, board member, officer, employee, contractor, subsidiary, joint enterprise, partnership, agent, lobbyist, or other representative of a respondent;
- (ii) a person or representative of a person that is involved in a joint venture with the respondent, or a subconsultant in connection with the respondent's response; and
- (iii) a respondent who has withdrawn a Response or who has had a Response rejected or disqualified by the City.

(I) "Representation" means a communication related to a response to a council member, official, employee, or City representative that is intended to or that is reasonably likely to:

- (i) provide information about the Response;
- (ii) advance the interests of the Respondent;
- (iii) discredit the Response of any other respondent;
- (iv) encourage the City to withdraw the RFQ;
- (v) encourage the City to reject all of the responses;
- (vi) convey a complaint about a particular response; or
- (vii) directly or indirectly ask, influence, or persuade any City official, City employee, or body to favor or oppose, recommend or not recommend, vote for or against, consider or not consider, or take action or refrain from taking action on any vote, decision, or agenda item regarding the solicitation.

(J) "City" means Owner.

(2) Restrictions on Contacts

(A) During a no-contact period, a Respondent shall make a representation only through the authorized contact person.

(B) During the no-contact period, a Respondent may not make a representation to a City official or to a City employee other than to the authorized contact person. This prohibition also applies to a vendor that communicates and then becomes a Respondent.

- (C) The prohibition of representation during the no-contact period applies to a representation initiated by a Respondent, and to a representation made in response to a representation initiated by a City official or a City employee other than the Authorized Contact Person.
- (D) If the City withdraws an RFQ or rejects all Responses with a stated intention to reissue the same or similar RFQ for the same or similar project, the no-contact period shall expire after the ninetieth day after the date the RFQ is withdrawn or all Responses are rejected if the RFQ has not been reissued during the 90-day period.
- (E) For a single vendor award, the no-contact period shall expire when the first of the following occurs: contract is executed or solicitation is cancelled
- (F) For a multiple vendor award, the no-contact period shall expire when the last of the following occurs: all contracts are executed, negotiations have been fully terminated, or the ninetieth day after the solicitation is cancelled.
- (G) The purchasing officer or the director may allow respondents to make representations to city employees or city representatives in addition to the authorized contact person for a solicitation that the purchasing officer or the director finds must be conducted in an expedited manner; an expedited solicitation is one conducted for reasons of health or safety under the shortest schedule possible with no extensions. The purchasing officer's or director's finding and additional city employees or city representative who may be contacted must be included in the solicitation documents.
- (H) Representation to an independent contractor hired by the City to conduct or assist with a solicitation will be treated as representations to a City employee.
- (I) A current employee, director, officer, or member of a respondent, or a person related within the first degree of consanguinity or affinity to a current employee, director, officer or member of a respondent, is presumed to be an agent of the respondent for purposes of making a representation. This presumption is rebuttable by a preponderance of the evidence as determined by the purchasing officer or director.
- (J) A respondent's representative is a person or entity acting on a respondent's behalf with the respondent's request and consent. For example, a respondent may email their membership list and ask members to contact council members on the respondent's behalf. The members are then acting per respondent's request and with their consent, and the members have become respondent representatives.

### (3) Permitted Representations

- (A) If City seeks additional information from respondent, the Respondent shall submit the representation in writing **only** to the authorized contact person. The contact person will then distribute the written representation in accordance with the

terms of the RFQ. A Respondent cannot amend or add information to a Response after the Response deadline.

- (B) If respondent wishes to send a complaint to the City, the respondent shall submit the complaint in writing only to the authorized contact person. The authorized contact person will then distribute a complaint regarding the process to members of the City Council or members of the City board, to the director of the department that issued the solicitation, and to all respondents of the RFQ. However the director shall not permit distribution of any complaint that promotes or disparages the qualifications of a respondent, or that amends or adds information to a response. A determination what constitutes promoting or disparaging the qualifications of a respondent or constitutes amending or adding information is at the director's sole discretion.
- (C) If a Respondent submits a written inquiry regarding an RFQ, the authorized contact person will provide a written answer and distribute both the inquiry and answer to all Respondents on the RFQ.
- (D) If a Respondent does not receive a response from the authorized contact person, the Respondent may contact the director as appropriate.
- (E) A respondent may ask a purely procedural question, for example a question regarding the time or location of an event or where information may be obtained, of a City employee other than the authorized contact person. No suggestions or complaints about the contract process that constitute a representation to a City employee is allowed. A respondent may not ask a procedural question to a Council member, a council member's aide, or of a City board member except in a meeting held under the Texas Government Code, Chapter 551 (Open Meetings Act).
- (F) The Anti-Lobbying ordinance allows representations:
  - (1) made at a meeting convened by the authorized contact person, including meetings to evaluate responses or negotiate a contract;
  - (2) required by protest procedures for vendors;
  - (3) made at a protest hearing;
  - (4) provided to the Small & Minority Business Resources Department in order to obtain compliance with the MBE/WBE Procurement Program Ordinance;
  - (5) made to the City Risk Management coordinator about insurance requirements for a solicitation;
  - (6) made public at a meeting held under the Open Meetings Act; or
  - (7) made from a respondent's attorney to an attorney in the Law Department in compliance with Texas Disciplinary Rules of Professional Conduct.

- (G) Nothing in the Anti-Lobbying Ordinance prohibits communications regarding the solicitation between or among City official or City employees acting in their official capacity.
- (H) A contribution or expenditure defined in Chapter 2-2 (Campaign Finance) is not a representation.
- (4) Contract Voidable. If a contract is awarded to a Respondent who has violated these Anti-Lobbying & Procurement provisions, the contract is voidable by the Owner.
- (5) Debarment. If a Respondent has been disqualified under these provisions more than two times in a sixty month period the purchasing officer shall debar the responder from responding for a period not to exceed three years, provided the Respondent is given written notice and a hearing in advance of the debarment.

## II. Rejection of Proposals

OWNER reserves the right to reject any or all responses received for this RFQ and to waive any minor informality in any submittal or solicitation procedure (a minor informality is one that does not affect the competitiveness of the Consultants).

### I. The following will cause your firm to be deemed non-responsive:

- Prime firm is not a registered vendor with the City of Austin at the time of submittal.
- Form 2 – Affidavit of Authentication is not included with original signature and notarized.
- Form 3 – Prime Firm’s EEO Program and Title VI Assurances is not included with original signature certifying firm conforms to City Code 5-4-2.
- Form 4 - Affidavit of Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying is not included with original signature and notarized.
- Form 5 - Affidavit of Availability is not included with original signature and notarized.
- Form 6 – Affidavit of Contract Execution is not included with original signature and notarized.
- The required Key Personnel do not have a current license/registration in the State of Texas at the time of submittal.
- The required Key Personnel are not employed by the prime firm as stated in the evaluation criteria.
- Failure to submit MBE/WBE or DBE Compliance Plan in accordance with the MBE/WBE Procurement Program Package or DBE Procurement Program Package.

- Failure to provide a response to one or more of the Consideration Items.
- Failure to have an authorized agent of the Proposer attend the mandatory Pre-Response Meeting, if applicable.
- Statement of Qualifications (SOQs) received from a Proposer who has been debarred or suspended by OWNER's Purchasing Officer.
- SOQs received from a Proposer when Proposer or principals are currently debarred or suspended by Federal, State or City governmental agencies.
- Response failed to show the prime firm performing the plurality of the services.

II. The following **may** cause your firm to be deemed non-responsive:

- Prime firm and/or subconsultants did not provide the number of projects required for an evaluation criteria item.
- Exceeding the maximum number of page limitations in any of the sections designated.
- Including projects that have not been completed within the specified time period.
- Combining forms.
- Failure to use the current City of Austin forms.
- Failure to acknowledge receipt of Addenda on Form 1 – Prime Firm General Information.
- Listing a subconsultant's qualifications in the body of the SOQ, yet failing to list the subconsultant on the compliance plan.

### III. Release of Information

Under Texas law, information relating to this Solicitation may be kept confidential until a contract has been executed. OWNER shall not release information relative to this Solicitation during the proposal evaluation process or prior to contract award, except as otherwise required by law.

### IV. Award and Execution of Contract

Contract Management Director shall submit recommendation for award to the City Council for those project awards requiring City Council action. Contract will be signed by City Manager or his/her designee after award and submission of required documentation by consultant. Contract will not be binding upon OWNER until it has been executed by both parties. OWNER will process the Contract expeditiously. However, OWNER will not be liable for any delays prior to the award or execution of Contract. The consultant must adhere to the terms stated in Form 6 – Affidavit of Contract Execution.

Upon contract award, the selected consultant must submit either their existing or an updated personnel policy (on letterhead) documenting conformity with City Code, Chapter 5-4, § 5-4-2. If the company does not submit a copy of their personnel policy incorporating the non-discrimination policy, the company will not be in compliance and will not receive a contract award.

**V. Protest Procedures**

The OWNER's Contract Management Director has the authority to settle or resolve any claim of an alleged deficiency or protest. The procedures for notifying the City of an alleged deficiency or filing a protest are listed below. If you fail to comply with any of these requirements, the Contract Management Director may dismiss your complaint or protest.

Prior to Solicitation Due Date: If you are a prospective Respondent and you become aware of the facts regarding what you believe is a deficiency in the solicitation process before the Solicitation is due, you must notify the City in writing, through the authorized contact person, of the alleged deficiency before that date, giving the City an opportunity to resolve the situation prior to the Solicitation Due Date.

After Solicitation Due Date: If you submit a response to the City and you believe that there has been a deficiency in the solicitation process or the award, you have the opportunity to protest the solicitation process or the recommended award as follows:

1. You must file written notice of your intent to protest within four (4) calendar days of the date that you know or should have known of the facts relating to the protest. If you do not file a written notice of intent within this time, you have waived all rights to protest the solicitation process or the award.
2. You must file your written protest within fourteen (14) calendar days of the date that you know or should have known of the facts relating to the protest unless you know of the facts before the Solicitation was due. If you know of the facts before that date, you must notify the City as stated above.
3. You must submit your protest in writing, through the authorized contact person, and must include the following information:
  - a. your name, address, telephone, and fax number;
  - b. the solicitation number and the CIP number, if applicable;
  - c. a detailed statement of the factual grounds for the protest, including copies of any relevant documents.
4. Your protest must be concise and presented logically and factually to help with the City's review.
5. When the City receives a timely written protest, the Contract Management Director will determine whether the grounds for your protest are sufficient. If the Contract Management Director decides that the grounds are sufficient, the Contract

Management Department will schedule a protest hearing, usually within five (5) working days. If the Contract Management Director determines that your grounds are insufficient, you will be notified of that decision in writing.

6. The protest hearing is informal and is not subject to the Open Meetings Act. The purpose of the hearing is to give you a chance to present your case, it is not an adversarial proceeding. Those who may attend from the City are: representatives from the department that requested the purchase, the Law Department, the Contract Management Department, and other appropriate City staff. You may bring a representative or anyone else that will present information to support the factual grounds for your protest with you to the hearing.
7. A decision will usually be made within fifteen (15) calendar days after the hearing.
8. The Contract Management Director will send you a copy of the hearing decision after the appropriate City staff have reviewed the decision.
9. When a protest is filed, the City usually will not make an award until a decision on the protest is made. However, the City will not delay an award if the City Manager or the Contract Management Director determines that:
  - a. The City urgently requires the supplies or services to be purchased, or
  - b. Failure to make an award promptly will unduly delay delivery or performance.

In those instances, the Contract Management Department will notify you and make every effort to resolve your protest before the award.

10. The protest or notice of intent and the protest shall be submitted in writing to the following address:

P.O. Address for U.S. Mail:

City of Austin  
ATTN: Director, Contract Management Dept.  
P.O. Box 1088  
Austin, Texas 78767-0845

Street Address for Hand Delivery/Courier Service:

City of Austin  
ATTN: Director, Contract Management Dept.  
105 W. Riverside Dr., Suite 205  
Austin, Texas 78704

PHONE: 512/974-7181

**END**





## **SCOPE OF SERVICES**

Solicitation Number: CLMP126

Project Name: South Austin Regional Wastewater Treatment Plant – Electrical Substation No. 1 Replacement

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### **PROJECT FOR:**

CITY OF AUSTIN, AUSTIN WATER UTILITY, THROUGH ITS CONTRACT MANAGEMENT DEPARTMENT

### **PROJECT TITLE:**

SOUTH AUSTIN REGIONAL WASTEWATER TREATMENT PLANT - ELECTRICAL SUBSTATION NO. 1 REPLACEMENT

### **OBJECTIVES OF THE PROJECT:**

The City of Austin, through its Contract Management Department, Public Works Department, and Austin Water Utility, seeks Statements of Qualifications from qualified firms interested in providing Engineering design services for the replacement of Electrical Substation No.1 at the South Austin Regional Wastewater Treatment Plant (SARWWTP). The primary product of this project will be a new Electrical Substation No.1 that is similar to Electrical Substation No.2 at SARWWTP. The consulting firm selected for this project will provide services for all phases of this project including: preliminary engineering, detail design, bid phase services, construction phase services, and warranty services as needed.

### **BACKGROUND:**

SARWWTP is currently permitted to treat 75 MGD. The first treatment train, Train A, was constructed between 1984 and 1986. Subsequent to that, treatment Train B and the tertiary filtration process were constructed between 1986 and 1988. Electrical Substation No.1 was built and commissioned with the start-up of treatment Train A in April of 1986, hence the substation is 26 years old. Basically, Electrical Substation No.1 energizes treatment trains A and B, the influent lift station no.1, tertiary filtration, de-chlorination facilities, and miscellaneous buildings. Currently, the substation and associated switch gear is antiquated, unreliable, and a safety hazard.

The treatment plant was expanded to 75 MGD capacity with the construction completion of treatment Train C in 2005. As part of the plant expansion, the construction of Train C also included a new electrical substation (Electrical Substation No.2). This substation distributes power to Train C facilities and other miscellaneous structures and buildings.

The Electrical Substation No.1 includes two switchgears; each consists of independent 1200A buses (Bus 1 & Bus 2) at 12.47 kV with a tie between the two gears so that the load can be transferred. Each bus is served by a main breaker rated 1200A frame which is energized by a feeder from Austin Energy's Onion Creek Substation. All loads are common to both buses. In

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the event of a fault in the upstream power distribution to any single bus, this tie breaker will divert power from one bus to the other. The main-tie-main switchgear arrangement (open transition type) and the dual feed incoming feeders from the Onion Creek Substation are critical to the plant's electrical power reliability and fault tolerance. These features ensure that the plant operates with redundant sources available to its loads.

### **ANTICIPATED SERVICES:**

During the course of this project, the work must be sequenced such that the existing substation can remain in service so that the plant can continue to treat wastewater. New incoming feeders from Austin Energy will need to be provided, therefore, the consulting firm selected for this project will need to coordinate activities and work closely with Austin Energy throughout the duration of this project. Activation of the new substation and tie-in to the existing electrical distribution system will need to be planned, coordinated with Plant Operations and conducted in such a way that minimizes the number and duration of plant outages. Other design considerations to be incorporated into this project include corrosion protection, maximum reliability, energy efficiency, safety and related asset condition assessment.

Preliminary Engineering - It is anticipated that the consulting firm selected for this project will perform preliminary engineering and produce a preliminary engineering report (PER) which delineates key aspects/features of the new Electrical Substation No.1 replacement and other associated improvements required, and provide the engineer's estimate of the probable construction cost. The engineer shall present improvement options and recommendations with associated life cycle costs. Pertinent calculations which serve as the basis of recommendations will be provided. Factors to be considered include an assessment of potential future power loads and electrical distribution requirements for the new substation. Additionally, the status and condition of the conductors emanating out from Substation No.1 need to be evaluated to determine adequacy for continued use into the future. It is anticipated that the initial leg of the distribution system may have to be replaced to eliminate the need for splicing. Consultant shall develop demolition and construction phasing plans sufficient to maintaining plant operations during construction.

### **Deliverables:**

1. Draft Preliminary Reports and a final Preliminary Engineering Report (PER) that presents recommended improvements complete with supporting data such as calculations, condition assessment, hydraulic analysis, monetary and non-monetary evaluations performed for estimated life cycle and construction costs.

Detail Design - Subsequent to the completion and approval of the PER, the selected consulting firm will perform detailed design. The design phase will consist of milestones at 30%, 60% and 90% completion. At each of these milestones, the plans, specifications and calculations (if requested) that have been completed shall be submitted to the City for review and a project review meeting will be scheduled. The product of the detail design effort will be engineering

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drawings, contract documents, and specifications to be used for bidding purposes. Also, at the completion of this phase, the engineer will prepare an updated estimate of probable construction costs.

Deliverables:

1. Complete detailed engineering documents and associated services required for the bidding and construction of the proposed improvements. Engineering documents shall be delivered for City review at 30%, 60%, 90% and 100% stages of completion.
2. Design schedule including the above noted progress milestones.
3. Opinion of Probable Construction Cost beginning at 60% and greater stages.
4. A Responsibility Assignment Matrix that fully integrates the responsibilities of the Owner, Engineer, Programmer and Contractor necessary for the Start-up and Commissioning of the new Facility Complex.
5. Monthly updates of design schedule and Resource Allocation Plan (RAP), submitted with each monthly payment application.

Bid Phase – The engineer shall provide bid phase services including the issuance of any addendums, participation in the pre-bid conference with potential construction contractors, preparation of responses to questions from contractors, and work with the City's team to evaluate the bids received and recommend the construction contract award.

Deliverables:

1. Monthly construction status reports, submitted with each monthly payment application.

Construction Phase & Warranty Phase – It is anticipated that the engineer shall provide construction phase services, which may include having on-site representatives to provide construction services and start-up services. Details for this phase will be addressed prior to the start of construction. Similarly, warranty phase services may need to be provided and the scope details for required services will be determined at a later date.

**PROPOSED SCHEDULE:**

The anticipated duration for the project phases is as follows:

Preliminary Engineering – complete within 9 months from the Notice to Proceed

Detail Design - complete within 16 months from Notice to Proceed

Bid and Award Phase – 6 months

Construction Phase – 24 months

**COST ESTIMATE:**

The estimated total cost for professional services is \$3,020,000 and the estimated total construction cost is \$12,000,000. The professional services estimated cost by phase is as follows:

Preliminary Engineering/Bidding ----- \$500,000  
 Detail Design ----- \$1,520,000  
 Construction/Warranty ----- \$1,000,000

**POTENTIAL SUBCONSULTANT/VENDOR OPPORTUNITIES:**

Below is a list of *potential* subconsultant opportunities on this project. This listing is not a guarantee that each of the scopes listed below will materialize on this contract. If the prime consultant intends to enter into a subconsulting agreement on a scope of work not listed below, the prime consultant is required to contact SMBR and request an updated availability list of certified firms in each of the scopes of work for which the prime consultant intends to utilize a subconsultant

**Major Scopes of Work**

Electrical Engineering\*  
 Civil Engineering\*  
 Structural Engineering\*  
 Mechanical Engineering\*

**Other Scopes of Work**

Architecture  
 Surveying  
 Geotechnical Services

\* There must be representation for all major scopes of work listed. The experience of the firms listed to perform the Major Scopes of Work, whether a subconsultant or prime firm, will be evaluated under Consideration Item 6 – Major Scopes of Work – Comparable Project Experience.

**Notes:**

- Participation at the prime or subconsultant level may create a conflict of interest and thus necessitate exclusion from any contracts resulting from the work performed in the design phase.
- If the City determines that a conflict of interest exists at the prime or subconsultant level, the City reserves the right to replace/remove the prime or instruct the prime consultant to remove the subconsultant with the conflict of interest and to instruct the prime consultant

to seek a post-award change to the prime consultant's compliance plan as described in City Code § 2-9B-23. Such substitutions will be dealt with on a case-by-case basis and will be considered for approval by Small and Minority Business Resources (SMBR) in the usual course of business. The City's decision to remove a prime or subconsultant because of a conflict of interest shall be final.

- Construction Inspection and Public Information and Communications are **NOT** a subconsultant opportunity on this scope of services. These services will be performed in-house or under a separate contract if needed.





## EVALUATION CRITERIA STAND ALONE SOLICITATIONS

Solicitation Number: CLMP126

Project Name: South Austin Regional Wastewater Treatment Plant – Electrical  
Substation No. 1 Replacement

The following is a description of items to receive consideration in the evaluation of responses for providing professional engineering services to the City of Austin. Following each description are the evaluation points associated with the item. TOTAL POSSIBLE POINTS EQUALS 100 (plus 15 points for interviews, if conducted). Wherever used, "prime firm" denotes a single firm or a joint venture responding as the prime consultant. Wherever used, "page" refers to single-sided, single spaced, 10 point minimum font printed 8 ½ x 11 inch pages. The prime firm shall perform the largest share of the assignment (on an estimated percentage of total agreement basis). Responses failing to show the prime firm performing the plurality of the services shall be rejected as non-responsive.

**Limitations on volume of requested information apply equally to single firms and joint ventures regardless of the number of firms partnering in the joint venture. Responses with excess volume or which do not include information for the evaluation of all consideration items may not be thoroughly reviewed or may be rejected as non-responsive.**

All prime firms and subconsultants must be registered to do business with the Owner prior to the RFQ response due date. Prime firms are responsible for ensuring that their subconsultants are registered as vendors with the City of Austin. You may register through the Owner's on-line Vendor Registration system. Log on to the link below and follow the directions:

[https://www.ci.austin.tx.us/financeonline/vendor\\_connection/index.cfm](https://www.ci.austin.tx.us/financeonline/vendor_connection/index.cfm)

NOTE: Firms and individuals who are proposed as staff on this RFQ, must adhere to the requirements of Subchapter A of the Texas Professional Engineering Practice Act regarding the use of the term "engineer". The full text of the Texas Professional Engineering Act may be found at: <http://www.engineers.texas.gov>.

Consideration Item #	Title	Maximum Point Value
1	MBE/WBE PROCUREMENT PROGRAM	N/A
2	TURND IN ALL REQUIRED DOCUMENTS	N/A
3a	TEAM'S STRUCTURE	10
3b	TEAM'S PROJECT APPROACH	20
4	EXPERIENCE OF KEY PERSONNEL	20
5	PRIME FIRM'S COMPARABLE PROJECT EXPERIENCE	15
6	MAJOR SCOPES OF WORK – COMPARABLE PROJECT EXPERIENCE	15
7	TEAM'S EXPERIENCE WITH AUSTIN ISSUES	10
8	CITY OF AUSTIN'S EXPERIENCE WITH PRIME FIRM	10
9	INTERVIEWS	15

**CONSIDERATION ITEM 1**  
**MBE/WBE PROCUREMENT PROGRAM**

Were Goals achieved or did response indicate that a Good Faith Effort was made to achieve the Goals?

- No - Response **will not** be evaluated.
- Yes - Evaluation of the response will continue.

Attach the following:

- **MBE/WBE Compliance Plan**
- **Letters from subconsultants confirming contact/commitment to the project.**

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**CONSIDERATION ITEM 2**  
**TURNED IN ALL REQUIRED DOCUMENTS**

Did respondent turn in the following documents completed as required:

- No - Response **will not** be evaluated.
- Yes - Evaluation of the response will continue.

Attach the following:

- **Form 1 – Prime Firm General Information**
- **Form 2 – Affidavit of Authentication**
- **Form 3 - Prime Firm's EEO Program and Title VI Assurances**
- **Form 4 - Affidavit of Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying**
- **Form 5 - Affidavit of Availability**
- **Form 6 - Affidavit of Contract Execution**

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**CONSIDERATION ITEM 3a**  
**TEAM'S STRUCTURE**  
**10 Points Maximum**

City is interested in team's organizational structure. Identify project leadership, reporting responsibilities, how prime firm will interface with City's project manager, and how subconsultants will work within the team structure. Describe the roles of the key individuals proposed to work on this project.

## EVALUATION CRITERIA – STAND ALONE

The proposed staff must include individual(s) with experience in sustainable design and capable of designing and managing the project during construction to provide a facility that meets the requirements of the Council Resolutions 20071129-045 & 20071129-046. The City has established a process for implementation of sustainable principles in design and construction of buildings and site development projects. The resolutions can be downloaded from the City's website by accessing the following:

20071129-045, Resolution <http://www.cityofaustin.org/edims/document.cfm?id=110795>

20071129-046, Resolution <http://www.cityofaustin.org/edims/document.cfm?id=110796>

- **Provide an organizational chart and brief narrative. The total number of pages should not exceed three (3) pages. Indicate activities, responsibilities and key personnel on the organizational chart. Response should align with team's proposed MBE/WBE Compliance Plan provided in Consideration Item 1 above.**

### **CONSIDERATION ITEM 3b** **TEAM'S PROJECT APPROACH** **20 Points Maximum**

City is interested in team's overall understanding of the project scope and issues. Describe any significant project issues and the team's approach in addressing those issues. Reference issues seen on similar scoped projects, and the overall approach to mitigate those and other issues. Describe your team's methods to successfully complete the work; your team's understanding of the techniques and sequencing required; and how the prime firm will interface with the City's appointed representative. Please describe the major subconsultants' placement in the overall approach to the project.

- **Provide a narrative not to exceed five (5) pages.**

### **CONSIDERATION ITEM 4** **EXPERIENCE OF PROJECT MANAGER, PROJECT PROFESSIONAL, AND PROJECT PRINCIPAL (past 10 Years)** **20 Points Maximum**

***(Project Manager – 10 points; Project Professional – 6 points; Project Principal – 4 points)***

City is interested in the experience of the Project Manager, Project Professional, and Project Principal that demonstrates history and success with projects of similar programs, budgets, and/or clients as the project described in this solicitation. Points will be awarded as indicated above. Only one individual per job responsibility should be designated. The prime consultant must employ the Project Manager, Project Professional, and Project Principal. The Project Manager, Project Professional, and Project Principal may be the same individual. The Project

## EVALUATION CRITERIA – STAND ALONE

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Manager OR Project Professional must be licensed as a professional engineer in the State of Texas at the time of submittal.

List three (3) projects meeting these criteria which have been completed in the past ten (10) years for each individual.

- **Complete Form 7 – Experience of Project Manager. Please provide no more than one (1) page per project.**
  - **Complete Form 8 – Experience of Project Professional. Please provide no more than one (1) page per project.**
  - **Complete Form 9 – Experience of Project Principal. Please provide no more than one (1) page per project.**
  - **Attach a resume of no more than two (2) pages for each individual.**
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### **CONSIDERATION ITEM 5**

#### **PRIME FIRM'S COMPARABLE PROJECT EXPERIENCE (past 5 years)**

**15 points maximum**

City is interested in the prime firm's history and success with projects of similar programs, budgets, and/or clients as the project described in this solicitation. List three (3) projects meeting these criteria which have been completed in the past five years. In addition, City may consider history of firm in complying with project programs, schedules, and budgets on previous City projects.

- **Provide a narrative not to exceed one (1) page. Complete Form 10 and provide no more than one (1) page per project.**
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### **CONSIDERATION ITEM 6**

#### **MAJOR SCOPES OF WORK - COMPARABLE PROJECT EXPERIENCE (past 5 years)**

**15 points maximum**

The Major Subconsultant Opportunities which will be evaluated are identified in the Scope of Services. The City has identified Major Scopes of Work to be provided for this project, which are included in the Scope of Services. Each scope of work can be accomplished through subcontracting other firms or utilizing the prime firm. The City is interested in the history and success of the firm proposed to perform the scope of work (subconsultant or prime), with projects of similar programs, budgets, and/or clients as the areas identified. List three (3) projects per Major Scope of Work meeting these criteria which have been completed in the past five years. In addition, City may consider history of firms in complying with project programs,

## EVALUATION CRITERIA – STAND ALONE

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schedules, and budgets based on previous City projects. If more than one firm is listed for a particular Major Scope of Work, the City expects the work will be divided evenly among them.

- Complete Form 11 for each Major Scope of Work listed in the Scope of Services. Provide no more than one page per opportunity. All major subconsultants listed in this item must also be included in your MBE/WBE compliance plan.
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### **CONSIDERATION ITEM 7**

#### **TEAM'S EXPERIENCE WITH AUSTIN ISSUES**

##### **10 Points Maximum**

City is interested in team's (including subconsultants) experience with Austin issues, as may be evidenced by work in the Austin area during the past five (5) years. Briefly describe experience in the following areas and reference projects relating to that experience:

- ◆ City of Austin site development and/or building permit requirements.
  - ◆ Austin area construction in the public right-of-way.
  - ◆ Austin area construction costs and practices.
  - ◆ Austin environmental community, conditions and constraints.
  - ◆ Public awareness and involvement in project development in the Austin area.
  - ◆ Responsiveness due to proximity of projects to local office.
- Provide a brief narrative of no more than four (4) pages.
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### **CONSIDERATION ITEM 8**

#### **CITY OF AUSTIN'S EXPERIENCE WITH PRIME FIRM (past 5 years)**

##### **10 Points Maximum**

The City will consider the history of the firm in complying with project programs, schedules, and budgets on previous City of Austin projects within the last five (5) years. Firms with previous projects with the City of Austin and have had no issues will receive 10 points. Points will be deducted if the City has had negative experience with the prime firm's performance on City projects. Deductions are based on Consultant Evaluations completed by Project Managers at the end of each phase of the project.

Specific consideration items by phase may include:

- ◆ Timely completion of projects and timeliness of performance per PSA and authorized amendments.
- ◆ Timely, accurate, and complete payment applications and payments to subconsultants.
- ◆ Deliverables met criteria established in contract / resolution of significant issues in

writing.

- ◆ Compliance with City ordinances on substitution/addition/deletion of subconsultants.
- ◆ Compliance with Minority and Women-Owned Business Procurement Program.
- ◆ Compliance with City standards, including regulatory compliance and permitting requirements.
- ◆ Conformance to City budget/cost requirements.
  - Preliminary, Design, and Bid/Award - estimates were within Fixed Construction Budget.
  - Construction - dollar value of change orders were  $\leq 5\%$  of construction contract amount.
- ◆ Quality of work performed.

Firms who have had no previous projects with the City of Austin will receive a score equal to the average of firms in the database with previous City projects similar in scope. Based on the current scores in place at this time, the value that will be assigned to those firms is 9.89.

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### **CONSIDERATION ITEM 9**

#### **INTERVIEWS (OPTIONAL) 15 Points Maximum**

The City may determine that it is necessary to interview short-listed firms prior to making a recommendation to the City Council. Staff intends to use the following guidelines for the optional interview process:

- ◆ The point difference between the first and second ranked firm is less than three points.
- ◆ The number of firms interviewed will depend on the closeness of the scores following evaluation of the written proposals.
- ◆ Staff will consider significant gaps in point separation between the top ranked firms in determining the number of firms to be interviewed.
- ◆ Only firms that are considered qualified to perform the work, on the basis of their written proposal, will be invited for interviews.
- ◆ No more than five firms will be interviewed.
- ◆ Staff may conduct interviews in other cases where staff believes it is in the best interest of the City.
- ◆ The City reserves the right to determine whether an interview will be conducted for every solicitation/project.

# CITY OF AUSTIN



## **CITY CODE CHAPTER 2-9B PROFESSIONAL SERVICES MBE/WBE PROCUREMENT PROGRAM**

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**Project Name:** South Austin Wastewater Treatment Plant Electrical Substation #1

**Project/Solicitation Number:** CLMP126

**Date:** February 7, 2013

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**MBE/WBE GOALS**

<b>Annual/Project Participation Goals:</b>				<b>Annual/Project Participation Subgoals:</b>		
MBE	NA	%		African American	1.9	%
WBE		%	<b>OR</b>	Hispanic	9.0	%
				Asian/Native American	4.9	%
				WBE	15.8	%

**OVERVIEW**

This document should be read in conjunction with the City of Austin’s Minority-owned and Women-owned Business Enterprise Procurement Program Ordinance for Professional Services (Chapter 2-9B of the Austin City Code) and the Small and Minority Business Resources Department (SMBR) Rules. The definitions contained in Chapter 2-9B apply to this document. Copies of Chapter 2-9B and SMBR Rules may be obtained online at <http://www.ci.austin.tx.us/smbr/rules.htm> or from SMBR, 4201 Ed Bluestein, Austin, Texas 78721 (512) 974-7600.

Firms or individuals submitting responses to this Request for Qualifications agree to abide by the City’s Minority-owned and Women-owned Business Enterprise (MBE/WBE) Procurement Program and Rules. The City’s MBE/WBE program is intended (1) to promote and encourage MBEs and WBEs to participate in business opportunities with the City of Austin; (2) to afford MBEs and WBEs an equal opportunity to compete for work on City contracts; and (3) to encourage consultants to provide subcontracting opportunities to certified MBEs and WBEs by soliciting such Firms for subcontracting opportunities. The City of Austin and its consultants shall not discriminate on the basis of race, color, national origin, disability, or gender in the award and performance of contracts.

The City encourages Proposers to achieve the MBE/WBE participation goals and subgoals for this contract. However, Proposers may comply with the City Code and Rules without achieving the participation goals so long as they make and document Good Faith Efforts that would allow MBE and WBE participation per Section 2-9B-21 of the City Code and Section 9.1 of the Rules. Proposers that do not meet the project’s goals and subgoals are subject to Good Faith Efforts review.

Prior to the due date and time specified in the City’s solicitation documents, all Proposers (including those Firms certified as MBE/WBEs) shall submit: (1) an *MBE/WBE Compliance Plan* (Appendix A); and (2) if the project goals are not met, all appropriate documentation to demonstrate Good Faith Efforts to meet the project goals. Any questions regarding preparation of the *Compliance Plan* should be directed to SMBR at (512) 974-7600. Such contact will not be a violation of the Anti-Lobbying Ordinance.

The City has implemented Anti-Lobbying Ordinance 20071206-045 (Chapter 2-7 of the Austin City Code). Under Chapter 2-7, there is a “no-contact” period from the date the City issues a solicitation until the contract is executed. During the “no-contact” period, a person responding to a City solicitation can speak only to the contract’s authorized contact person regarding their solicitation response. Chapter 2-7 allows certain exceptions; for instance, a person responding to a City solicitation may speak to SMBR regarding this *Compliance Plan*. See the full language of the Ordinance, City Chapter, or solicitation documents for further details.

**If the *Compliance Plan* and Good Faith Efforts documentation are not submitted prior to the due date specified in the solicitation documents, the bid will be deemed non-responsive and not be accepted for consideration.**

## **COMPLIANCE PLAN INSTRUCTIONS**

(See Appendix A)

SMBR may request written clarification of items listed on the *Compliance Plan*. However, there will be no further opportunity for the Proposer to augment the MBE/WBE participation originally listed in the *Compliance Plan* or to demonstrate Good Faith Efforts that were not made prior to the submission of the *Compliance Plan*. Changes to the *Compliance Plan* are permitted only after contract execution and only with prior written approval of SMBR.

Please type or clearly print all information, use “none” or “N/A” where appropriate, and sign and date the *Compliance Plan* as indicated. Please fill in all the blanks and use EXACT numbers. DO NOT USE: “approximate,” “plus or minus (+ -),” “up to,” “to be determined (TBD),” < >, or any other qualifying language.

***Compliance Plans* not complying with the *Compliance Plan* Instructions shall be rejected as non-responsive. Submissions not utilizing the forms provided with the solicitation may render the submission nonresponsive or noncompliant.**

### **Section I Project Identification and Goals**

This section includes the pre-printed Project Name, Project/Solicitation Number, and goals and/or subgoals. The Proposer does not need to fill in any information under Section I.

### **Section II Proposer Information**

The Proposer should complete this section with its information and sign in the space provided. The portion of Section II marked as “Reserved for City of Austin SMBR Only” should be left blank.

### **Section III *Compliance Plan* Summary**

This section is a summary of subconsultant participation for this solicitation. Proposers should complete Sections IV-VI, described below, before attempting to complete Section III. After completing Sections IV-VI, calculate the percentage of MBE/WBE participation for each goal and enter the information in the blanks provided. Because Section III is a summary, if there are any inconsistencies between Sections IV-VI and Section III, the calculations contained in Sections IV-VI will prevail.

### **Section IV Disclosure of MBE and WBE Participation**

Please list all certified MBE/WBEs subconsultants, using the legal name under which they are registered to do business with the City of Austin, to be used in the performance of this contract. If Proposer is not completing this *Compliance Plan* in response to a Rotation List solicitation, please list the percentage of the overall contract that corresponds with the value of the work the subconsultants will be performing themselves. Do not include the value of work that the MBE/WBEs subconsultants will be subcontracting to second-level subconsultants. **If Proposer is completing this *Compliance Plan* in response to a Rotation List solicitation, do not list the percentages.**

By listing certified MBE and WBE Firms on the *Compliance Plan*, the Proposer indicates that both parties acknowledge the price and scope of work and that they are prepared to contract for that price and scope if the City awards the project to the Proposer. A Letter of Intent (LOI) does not replace a binding contract between a prime consultant and a subconsultant.

Before completing Section IV of the *Compliance Plan*, please read the following instructions regarding how to count MBE/WBE participation:

(A) Only the value of the work actually performed by the MBE/WBE shall be counted toward the goals. This includes:

- (1) work performed by the MBE/WBE's own forces;
- (2) the cost of supplies, materials, or equipment purchased, leased, or otherwise obtained by the MBE/WBE for the work of the contract (except that supplies, materials, and equipment purchased or leased from the prime consultant or its affiliate may not be counted toward the goal); and
- (3) fees or commissions charged by an MBE/WBE for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a contract, provided the fee is reasonable and not excessive as compared with fees customarily allowed for similar services.

(B) When a Proposer purchases supplies, materials, or equipment from an MBE/WBE, the cost of those supplies, materials, or equipment shall be counted toward the goals as follows:

- (1) If the supplies, materials, or equipment are obtained from an MBE/WBE that is a Manufacturer or Regular Dealer, 100 percent of the payment for the supplies, materials, or equipment shall be counted toward the goals.
- (2) If the supplies, materials, or equipment are obtained from an MBE/WBE that is neither a Manufacturer nor a Regular Dealer, the cost of the materials and supplies themselves shall not be counted toward the goals. However, fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, may be counted toward the goals if the payment of such fees is a customary industry practice and such fees are reasonable and not excessive as compared with fees customarily allowed for similar services.

(C) When an MBE/WBE subconsultant listed on the *Compliance Plan* subcontracts part of the work of its contract to another Firm, the value of that second-level subcontracted work may not be counted toward the goals based on the initial subconsultant's MBE/WBE certification. Please see Section VI for an explanation of how to count the value of second-level subconsultants' work.

(D) A Firm owned by a minority woman may be certified as both an MBE and a WBE (dual certified). On a single contract, the value of the work performed by a dual certified subconsultant may not be counted toward both the MBE and the WBE goals. The Proposer must decide whether to designate

the dual certified subconsultant as an MBE or a WBE in the *Compliance Plan* for the purpose of meeting the goals set for that contract. That designation may not be changed for the duration of the contract.

(E) When an MBE/WBE performs as a participant in a certified Joint Venture, only the portion of the contract value that is the result of the distinct, clearly defined portion of the work that the MBE/WBE performs with its own forces and for which it is at risk shall be counted towards the project goals. For more specific information regarding requirements and evaluations of certified MBE/WBE Joint Ventures, please see the City's MBE/WBE Procurement Program Rules or contact SMBR's Certification Division.

(F) Only expenditures to an MBE/WBE contractor that is performing a Commercially Useful Function shall be counted toward the project goals. If SMBR makes an initial determination that an MBE/WBE is not performing a Commercially Useful Function given the type of work involved and normal industry practices, the MBE/WBE may present evidence to rebut this presumption.

(G) To be counted toward project goals, MBE/WBEs must be certified by SMBR prior to the due date to submit the *Compliance Plan* as specified in the City's solicitation documents. A Firm that is certified as an MBE/WBE at the time that the *Compliance Plan* is filed may cease to be a certified Firm before the contract is completed. Only the value of the work performed by such a Firm while it is certified may be counted toward the project goals.

## **Section V Disclosure of Non-Certified Subconsultants**

Please list all known non-certified subconsultants, using the legal name under which they are registered to do business with the City of Austin, to be used in the performance of this contract. If Proposer will not use any non-certified Firms, please write "N/A" in the first box on this page. If Proposer is not completing this *Compliance Plan* in response to a Rotation List solicitation, please list the percentage of the overall contract that corresponds with the value of the work the subconsultants will be performing themselves. Do not include the value of work that the MBE/WBE subconsultants will be subcontracting to second-level subconsultants. **If Proposer is completing this *Compliance Plan* in response to a Rotation List solicitation, do not list the percentages.**

**If additional scopes of work are identified in this section as available for subcontracting beyond those identified in the availability lists provided, Proposer must contact SMBR to request an availability list of certified Firms for those additional scopes of work.**

The scopes of work indicated in Section V will be considered subcontracting opportunities for MBEs and WBEs, unless it is demonstrated that certified MBEs or WBEs are unavailable or do not possess the requirements in the technical portion of the solicitation to perform the work involved. If Proposer did not meet the project goals, Proposer must explain in the space provided why MBEs/WBEs were not used as subconsultants. If Proposer did meet the project goals, please write "Goals Met" in the space provided.

## **Section VI Disclosure of Second-Level Subconsultants**

Please complete this section if Proposer knows that one or more of Proposer's subconsultants will subcontract part of the work of their contracts to second-level subconsultants. In the last line of each entry box, please write the name of the first-level subconsultant that will be subcontracting work to the

second-level subconsultant. Identify second-level contractors by the legal name under which they will be registered to do business with the City. The first-level subconsultant should be listed in Section IV or Section V. If Proposer is not aware of any second-level subconsultants, please write "N/A" in the first box on this page.

If Proposer is not completing this *Compliance Plan* in response to a Rotation List solicitation, please list the percentage of the overall contract that corresponds with the value of the work the second-level subconsultants will be performing themselves. **If Proposer is completing this *Compliance Plan* in response to a Rotation List solicitation, do not list the percentages.**

As discussed in Section IV above, when an MBE/WBE subconsultant subcontracts part of the work of its contract to another Firm, the value of that second-level subcontracted work may not be counted toward the goals based on the initial subconsultant's MBE/WBE certification. The value of the second-level subcontracted work may be counted toward the project goals only based on the second-level subconsultant's own MBE/WBE certification, if any. Work that an MBE/WBE subcontracts to a non-certified Firm does not count toward the goals. Work that an MBE/WBE subconsultant contracts to another certified Firm shall not be counted twice towards the goal.

## **Section VII MBE/WBE *Compliance Plan* Check Sheet**

Please complete the MBE/WBE *Compliance Plan* Check Sheet with the information requested.

## **GOOD FAITH EFFORTS INSTRUCTIONS**

**(See Appendices B and D)**

The Proposer has a responsibility to make a portion of the work available to MBE/WBE subconsultants so as to facilitate meeting the goals or subgoals. If the Proposer cannot achieve the goals or subgoals, documentation of the Proposer's Good Faith Efforts to achieve the goals or subgoals must be submitted at the same time as the *Compliance Plan*. The SMBR Director will review the documentation provided and determine if the Proposer made sufficient Good Faith Efforts. That there may be some additional costs involved in soliciting and using MBEs and WBEs is not a sufficient reason for a Proposer's failure to meet the goals and subgoals, as long as such costs are reasonable. However, a Proposer is not required to accept a higher quote from a subconsultant in order to meet a goal or subgoal.

### **Contacting Potential MBE/WBE Subconsultants**

The City has determined the scopes of work for this project and provided an Availability List of all the MBE and WBE firms certified to perform those scopes. The Availability List is found at Appendix D and has two sections: *Vendors Within the Significant Local Business Presence (SLBP) Area* and *Vendors Outside the Significant Local Business Presence (SLBP) Area*. As part of Good Faith Efforts, Proposers **must** contact **all** the firms in the *Vendors Within the SLBP Area* section. Please note that every firm on the Availability List – within and outside the SLBP – is certified as an MBE or WBE for purposes of meeting the project goals, and Proposers are encouraged to contact all the firms. If a Proposer identifies an additional scope of work for this project, the Proposer must request an Availability List for that scope. The SMBR Director determines whether the Proposer has made sufficient Good Faith Efforts if goals or subgoals are not met.

**The City neither warrants the capacity nor guarantees the performance of any Firm indicated on the availability list.**

The availability list is sorted in numerical sequence by National Institute of Governmental Purchasing (NIGP) Commodity Code. It includes all certified MBE/WBE vendors for the scopes of work identified by the City as being potentially applicable to this project. However, the availability list is not a comprehensive identification of all areas of potential subcontracting opportunities. If a Proposer identifies one or more work areas that are appropriate subcontracting opportunities that not included on the availability list, the Proposer shall contact SMBR to request the availability of MBE and WBE Firms in those areas. Requests for supplemental availability lists will be evaluated as a part of the Proposer's Good Faith Efforts to meet the goals.

If the Proposer believes any of the work areas on the availability list are not applicable to the project's scope of work or if the Proposer believes that the lists are inaccurate, notify the authorized contact person of the concern. All Proposers will be notified in writing of any inaccuracy by addendum to the solicitation. Concerns about a particular MBE's/WBE's certification status may be addressed to SMBR at (512) 974-7600 or the SMBR Certification Division at (512) 974-7645. If the Proposer wants to use a certified subconsultant that does not appear on this list, Proposer may either request the certified subconsultant to furnish proof of certification and the specific work areas for which it has been certified or request such information from SMBR.

Appendix B shows the format for collecting required information from the subconsultants on the *Vendors Within SLBP Area* availability list. The information must be obtained at least seven (7) business days prior

to the submission of the *Compliance Plan*; alternate formats may be acceptable as long as they gather the same required information. Attached to the Subconsultant Vendor List at Appendix D is a list containing the names and addresses of all these MBE/WBE Firms in alphabetical order. This list is in label format and is designed to facilitate the printing of mailing labels.

The following codes are used on the availability lists:

GND	A firm's two-digit gender/ethnicity code (e.g., FA, MA, or FB)	LCTN	A firm's two-digit location code (e.g., SL or TX)
FA	Female / Asian-American	FN	Female / Native American
MA	Male / Asian-American	MN	Male / Native American
FB	Female / African-American	FW	Female
MB	Male / African-American	SL	Significant Local Business Presence (SLBP)
FH	Female / Hispanic	TX	Outside SLBP
MH	Male / Hispanic		
MBE	A firm certified as a Minority-owned Business Enterprise	WBE	A firm certified as a Woman-owned Business Enterprise
M/WB	A firm certified as both a Minority-owned & Woman-owned Business Enterprise	W/MB	A firm certified as both a Minority-owned & Woman-owned Business Enterprise
M/WDB	A firm certified as a Minority-owned; Woman-owned; and Disadvantaged Business Enterprise	W/MDB	A firm certified as a Minority-owned; Woman-owned; and Disadvantaged Business Enterprise

### **Good Faith Efforts Review**

If goals are not met, SMBR will examine the *Compliance Plan* and the Good Faith Efforts documentation submitted with the *Compliance Plan* to ensure that the Proposer made Good Faith Efforts to meet the project goals or subgoals. In determining whether the Proposer has made Good Faith Efforts, SMBR will consider, at a minimum, the Proposer's efforts to do the following:

- (A) Solicit certified MBE/WBE subconsultants with a Significant Local Business Presence (SLBP) and request a response from those interested subconsultants who believe they have the capability to perform the work of the contract through at least two reasonable, available, and verifiable means. The Proposer must solicit this interest more than seven (7) business days prior to submission of the Compliance Plan to allow sufficient time for the MBEs or WBEs to respond. (The date bids/proposals are due to the City should not be included in the seven day solicitation criteria.) The Proposer must take appropriate steps to follow up with subcontractors who respond. The Proposer must state a specific and verifiable reason for not contacting each certified Firm with a significant local business presence.

- (B) Provide interested MBEs/WBEs with adequate information about the plans, specifications, and requirements of the contract, including addenda, in a timely manner, to assist them in responding and submitting a proposal.
- (C) Negotiate in good faith with interested MBEs/WBEs that have submitted bids/proposals to the Proposer. An MBE/WBE that has submitted a bid to a Proposer but has not been contacted within five (5) business days of submission of the bid may contact SMBR to request a meeting with the Proposer. Evidence of good faith negotiation includes the names, addresses, and telephone numbers of MBEs/WBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for MBEs/WBEs to perform the work. Bid shopping is prohibited.
- (D) Select portions of the work to be performed by MBEs/WBEs in order to increase the likelihood that the MBE/WBE goals or subgoals will be met. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MBE/WBE participation, even when the Proposer might otherwise prefer to perform these work items with its own forces.
- (E) Publish solicitation notice in a local publication (i.e. newspaper, trade association publication, or via electronic/social media).
- (F) Use the services of available community organizations; minority persons/women contractors' groups; local, state, and federal minority persons/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of MBEs/WBEs.
- (G) Seek guidance from SMBR on any questions regarding compliance with this section.

The following factors may also be considered by SMBR in determining compliance through good faith efforts; however, they are not intended to be a mandatory checklist, nor are they intended to be exclusive or exhaustive:

- (A) Whether the Proposer made efforts to assist interested MBEs/WBEs in obtaining bonding, lines of credit, or insurance as required by the City or contractor.
- (B) Whether the Proposer made efforts to assist interested MBEs/WBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

In assessing minimum good faith efforts, SMBR may consider whether the Proposer sought assistance from SMBR on any questions related to compliance with this section. In addition, SMBR may also consider the performance of other Proposers successfully meeting the goals.

The ability or desire of a Proposer to perform the work of a contract with its own organization does not relieve the Proposer of the responsibility to make Good Faith Efforts.

Proposers may reject MBE/WBEs as unqualified only following thorough investigation of their capabilities. The MBE/WBE's membership or lack of membership in specific groups, organizations, or associations, and political or social affiliations (for example union or non-union employee status), are not legitimate causes for the rejection or non-solicitation of bids/proposals in the Proposer's efforts to meet the project goals or subgoals.

**At a minimum, the following should be submitted to support Good Faith Effort documentation (documentation is not limited to this list):**

- Fax logs, emails, and/or copies of documents sent to firms within the SLBP area.
- Copies of written correspondence to certified firms (include names, addresses, and other identifying information).
- Phone logs with responses (*Phone contacts, alone, will not be sufficient.*).
- Lists and copies of letters sent by mail, hand delivered, or e-mailed.
- Breakdown of negotiations made with certified firms.
- Copies of advertisements with local newspapers, trade associations, Chambers of Commerce and/or any other public media.
- Other communications regarding contacts with trade associations and Chambers of Commerce.

**The following additional Good Faith Efforts factors may also be considered**

- Copies of emails or phone logs regarding assistance in bonding, lines of credit, or insurance (as required by City or Contractor).
- Copies of emails or phone logs regarding assistance in obtaining equipment, supplies, materials, or services.
- Copies of all proposals received in response to Proposer contacting other Firms.

**POST-AWARD INSTRUCTIONS**  
**(See Appendix C)**

**Confirmation Letters**

All Proposers are required to include copies of the confirmation letters received from subconsultants, confirming the Subconsultants' willingness to provide services should the contract be awarded.

Changes to the *Compliance Plan* including additions, deletions, contract changes, or substitutions of subconsultants are permitted only after contract execution and only with prior written approval of SMBR. Request for changes to the *Compliance Plan* must be submitted on the *Request for Change of Compliance Plan Form* for all levels of subcontracting.

**Post-Award Monitoring**

The City will monitor post-award compliance information regarding the use of certified MBE/WBE Firm(s) listed on the *Compliance Plan*. The Consultant will be required to submit post award reports detailing the utilization of all Subconsultants. The reports and other information regarding post-award compliance will be discussed with the successful Proposer. The following information on Payment Verification, Change Order/Contract Amendments, and Progressive Sanctions provides an overview of some of the post-award monitoring process.

▪ **Payment Verification**

Proposers are advised that the contract resulting from this solicitation includes a subconsultant payments clause. This clause requires all subconsultants to be paid within ten (10) calendar days from the date that the Consultant has been paid by the City for invoices submitted by subconsultants.

The Consultant shall submit a *Subcontractor/Supplier Awards and Expenditures Report* to the project manager and/or contract administrator at the time specified by the managing department. The report shall be in the format required by the City and shall include all awards and payments to subconsultants for goods and services provided under the contract during the previous month. This report may be used by the City to verify utilization of and payment to MBEs and WBEs.

The Consultant and/or any subconsultant whose subcontracts are being counted toward the MBE/WBE requirements shall allow the City access to records relating to the contract, including but not limited to, subcontracts, payroll records, tax information, and accounting records, for the purpose of determining whether the MBEs/WBEs are performing the scheduled subcontract work.

In determining achievement of MBE/WBE goals, the participation of an MBE/WBE subconsultant shall not be counted until the amount being counted toward the goal has been paid.

▪ **Change Order/Contract Amendments**

The goals on this contract shall also apply to change orders that require work beyond the scope(s) of trades originally required to accomplish the project. The Consultant is required to make Good Faith Efforts to obtain MBE/WBE participation for additional scopes of work.

Change orders that do not alter the type of trades originally required to accomplish the project may be undertaken using the subconsultants already under contract to the Consultant. Project managers will have automatic SMBR approval to authorize any change order that **increases** the contract amount for an **existing** certified subcontractor and is **within** the existing scope being performed by that subcontractor.

- **Progressive Sanctions**

The successful Proposer's *Compliance Plan* will be incorporated into the resulting contract with the City and shall be considered part of the contractor's performance requirements. Progressive sanctions may be imposed for failure to comply with Chapter 2-9B of the City Code, including:

- Providing false or misleading information in Good Faith Efforts documentation, post award compliance, or other Program operations;
- Substituting Subconsultants without first receiving approval for such substitutions, which may include the addition of an unapproved Subconsultant and failure to use a Subconsultant listed in the approved *Compliance Plan*; and
- Failure to comply with the approved *Compliance Plan* without an approved Request for Change, an approved Change Order, or other approved change to the Contract.

Please refer to Section 2-9B-25 of the City Code and SMBR Rule 11.5 for additional information.

**RFQ – MBE/WBE COMPLIANCE PLAN**

*All sections (I-VII) must be completed and submitted prior to the due date in the solicitation documents*

**Section I — Project Identification and Goals**

<b>Project Name</b>	South Austin Wastewater Treatment Plant Electrical substation #1
<b>Solicitation Number</b>	

Project Goals or Subgoals	
MBE	NA%
African American	1.9%
Hispanic	9.0%
Native/Asian American	4.9%
WBE	15.8%

**Section II — Prime Company Information**

Name of Company	
Address	
City, State Zip	
Phone	
Fax	
Name of Contact Person	
Is prime company City certified?	Yes <input type="checkbox"/> No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture <input type="checkbox"/>

**I certify that the information included in this *Compliance Plan* is true and complete to the best of my knowledge and belief. I further understand and agree that this *Compliance Plan* shall become a part of my contract with the City of Austin.**

\_\_\_\_\_  
**Name and Title of Authorized Representative**

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

\_\_\_\_\_  
**Date**

**For SMBR Use Only:**

I have reviewed this *Compliance Plan* and found that the Proposer **HAS**  or **HAS NOT**  complied as per the City Code Chapter 2-9B.

Reviewing Counselor \_\_\_\_\_

Date \_\_\_\_\_

Director/Assistant Director \_\_\_\_\_

Date \_\_\_\_\_

Section III — *Compliance Plan Summary*

**Note:**

- Fill in all the blanks.
- For project participation numbers use an EXACT number. DO NOT USE: approximate, plus or minus (+ -), up to, to be determined (TBD), < >, or any other qualifying language.
- Compliance plans not complying with these requirements shall be rejected as non-responsive.

<b>Goals: Proposed Participation</b>	
MBE	NA%
WBE	NA%
Non-Certified	NA%

<b>Subgoals: Proposed Participation</b>	
African American	%
Hispanic	%
Native/Asian American	%
WBE	%
Non-Certified	%

**Proposer's own participation in project (less any amount subcontracted):**

**Percentage:** \_\_\_\_\_%

**Are the stated goals or subgoals of the solicitation met?** *(If no, attach documentation of Good Faith Efforts)*

Yes  No

**For SMBR Use Only:**

Verified Goals OR Subgoals:

MBE \_\_\_\_\_ % WBE \_\_\_\_\_ %

African-American \_\_\_\_\_ %; Hispanic \_\_\_\_\_ %; Native/Asian American \_\_\_\_\_ %; WBE \_\_\_\_\_ %

**Section IV — Disclosure of MBE and WBE Participation**  
Duplicate As Needed

**Note:**

- Fill in all the blanks.
- For project participation numbers use an EXACT number. DO NOT USE: approximate, plus or minus (+ -), up to, to be determined (TBD), < >, or any other qualifying language.
- Compliance plans not complying with these requirements shall be rejected as non-responsive.
- If you are completing this *Compliance Plan* in response to a Rotation List solicitation, do not list the percentages.
- Fill in names of MBE/WBE Certified Firms as registered with the City of Austin.

Name of MBE/WBE Certified Firm	
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethnic/Gender Code:
Vendor Code	
Address/ City / State / Zip	
Contact Person	Phone #:
Percent of Subcontract	%
Commodity codes/describe services	

Name of MBE/WBE Certified Firm	
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethnic/Gender Code:
Vendor Code	
Address/ City / State / Zip	
Contact Person	Phone #:
Percent of Subcontract	%
Commodity codes/describe services	

Name of MBE/WBE Certified Firm	
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethnic/Gender Code:
Vendor Code	
Address/ City / State / Zip	
Contact Person	Phone #:
Percent of Subcontract	%
Commodity codes/describe services	

Name of MBE/WBE Certified Firm	
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethnic/Gender Code:
Vendor Code	
Address/ City / State / Zip	
Contact Person	Phone #:
Percent of Subcontract	%
Commodity codes/describe services	

**Section V — Disclosure of Non-Certified Subconsultants**  
**Duplicate As Needed**

- Note:**
- **Fill in all the blanks.**
  - **For project participation numbers use an EXACT number. DO NOT USE: approximate, plus or minus (+ -), up to, to be determined (TBD), < >, or any other qualifying language.**
  - **Compliance plans not complying with these requirements shall be rejected as non-responsive.**

**Fill in names of Non-Certified Subcontractors as registered with the City of Austin.**

Subconsultant	
Vendor Code	
Address/ City / State / Zip	
Contact Person	Phone #:
Percent of Subcontract	%
Commodity codes/describe services	
Reason MBE/WBE not used	

Subconsultant	
Vendor Code	
Address/ City / State / Zip	
Contact Person	Phone #:
Percent of Subcontract	%
Commodity codes/describe services	
Reason MBE/WBE not used	

Subconsultant	
Vendor Code	
Address/ City / State / Zip	
Contact Person	Phone #:
Percent of Subcontract	%
Commodity codes/describe services	
Reason MBE/WBE not used	

Subconsultant	
Vendor Code	
Address/ City / State / Zip	
Contact Person	Phone #:
Percent of Subcontract	%
Commodity codes/describe services	
Reason MBE/WBE not used	

**Section VI Disclosure of Second-Level Subconsultants**

Duplicate as Needed

**Note:**

- Fill in all the blanks.
- For project participation numbers use an EXACT number. DO NOT USE: approximate, plus or minus (+ -), up to, to be determined (TBD), < >, or any other qualifying language.
- Compliance plans not complying with these requirements shall be rejected as non-responsive.
- Fill in names of Second-Level Subcontractors as registered with the City of Austin.

Second-Level Subconsultant	
City of Austin Certified?	No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethnic/Gender Code:
Vendor Code	
Address/ City / State / Zip	
Contact Person	Phone #:
Percent of Second-Level Subcontract	%
Commodity codes/describe services	
First-Level Subconsultant	

Second-Level Subconsultant	
City of Austin Certified?	No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethnic/Gender Code:
Vendor Code	
Address/ City / State / Zip	
Contact Person	Phone #:
Percent of Second-Level Subcontract	%
Commodity codes/describe services	
First-Level Subconsultant	

Second-Level Subconsultant	
City of Austin Certified?	No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethnic/Gender Code:
Vendor Code	
Address/ City / State / Zip	
Contact Person	Phone #:
Percent of Second-Level Subcontract	%
Commodity codes/describe services	
First-Level Subconsultant	

Second-Level Subconsultant	
City of Austin Certified?	No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethnic/Gender Code:
Vendor Code	
Address/ City / State / Zip	
Contact Person	Phone #:
Percent of Second-Level Subcontract	%
Commodity codes/describe services	
First-Level Subconsultant	

## SECTION VII — MBE/WBE COMPLIANCE PLAN CHECK LIST

The MBE/WBE *Compliance Plan* must be completed and submitted by the time specified in the solicitation documents. If the goals or subgoals were not achieved, Good Faith Efforts documentation must be submitted with the MBE/WBE *Compliance Plan*. All questions in this section (Section VII) MUST be completed and submitted with the *Compliance Plan* if goals or subgoals are not met.

1. Were written notices sent to all MBE/WBEs from the Significant Local Business Presence (SLBP) availability list at least seven (7) business days prior to the submission of this *Compliance Plan*?

Yes  No

2. Were two separate methods used to contact all MBE/WBEs from the SLBP availability list at least seven (7) business days prior to the submission of this *Compliance Plan*? Please list the two methods used to contact MBE/WBEs. (*i.e. fax, email, mail, and/or phone*)

Yes  No

List Methods: \_\_\_\_\_

3. Were steps taken to follow up with interested MBE/WBEs? Yes  No

4. Were advertisements placed with a local publication? (*i.e. newspaper, minority or women organizations, or electronic/social media*)?

Yes  No

5. Were written notices sent to Minority or Women organizations? Yes  No

6. Were additional elements of work identified to achieve the goals or subgoals?

Yes  No

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

\_\_\_\_\_

**SECTION VII — MBE/WBE COMPLIANCE PLAN CHECK LIST CONTINUED....**

7. Was SMBR contacted for assistance? Yes  No

If yes, complete following:

Contact Person: \_\_\_\_\_

Date of Contact: \_\_\_\_\_

Summary of Request: \_\_\_\_\_

8. Were Minority or Women organizations contacted for assistance? Yes  No

If yes, complete following:

Organization(s): \_\_\_\_\_

Date of Contact: \_\_\_\_\_

Summary of Request: \_\_\_\_\_

9. Is the following documentation attached to support good faith effort requirements to achieve goals or subgoals? (*Documentation is not limited to this list.*)

Yes  No  Copy of written solicitation sent to MBE/WBEs in SLBP area.

Yes  No  Two separate methods of notices sent to MBE/WBEs in SLBP area (fax transmittals, emails, and/or phone log).

Yes  No  Copy of advertisements.

Yes  No  Copy of notices sent to Minority and Women organizations.

Yes  No  Documentation that demonstrates efforts made to reach agreements with the MBE/WBEs who responded to Proposer's written notice? (i.e. copy of bids/proposals, spreadsheet breakdown of MBE/WBEs considered follow-up emails/phone logs and/or correspondence between Bidder and interested MBE/WBEs).



**CONFIRMATION LETTER**

(printed on Subconsultant letterhead)

Date

Contact Name  
Business Name  
Street Address  
City, State Zip

Re: Solicitation # \_\_\_\_\_

Dear (Contact Name):

This letter is to confirm that (insert Subcontractor name here) is pleased to provide (insert Prime Contractor name here) (insert service here) for the above-referenced project.

***If this confirmation is not for a rotation list, we understand that we will be completing \_\_\_% of the work on this project.***

We look forward to working with you and the City of Austin should your team be awarded the project.

Sincerely,

(insert signature)

Contact Name  
Title  
Business Name



**City of Austin  
Subcontract Vendor List - VCRCVS**

Solicitation No.: RFQS 6100 CLMP126 S Austin Wastewater Treatment Plant Electrical Substation #1  
Version No.: 1

Phase: 1

C Code & Description	Vend Code/Adr	Phone/Fax/Email	W/M/B Code	G/E	LCTN
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**Vendors Within the SLBP Area**

**90607 Architect Services, Professional**

EMIT074695	ACME ARCHITECTURE	1001 E 8th St Austin TX 78702-3249	512-477-1727 512-477-9876 EMILY@CLAYTONLANDLITTLE.COM	WDB	F/Caucasian	AU
TANA546250	ALAN Y TANIGUCHI ARCHITECT	1609 W 6th St Austin TX 78703-5059	512-474-7079 512-474-7579 evan@taniguchi-arch.com	MB	M/Asian	AU
ANA D GALLO	1501 Barton Springs Rd #230 Austin TX 78704	512-339-3707 512-339-3709 Robert.Arizpe@Arizpe.com	MWDB	F/Hispanic	AU	
ASD7048240	ASD CONSULTANTS INC	8120 N Ih 35 Austin TX 78753	512-836-3329 512-836-3802 ASDCNSLT@AOL.COM	MDB	M/African American	AU
ARC7068555	AUSTIN ARCHITECTURE PLUS INC	1907 N Lamar Blvd Ste 260 Austin TX 78705-4900	512-478-0970 512-478-0920 info@austinarchplus.com	WDB	F/Caucasian	AU
VC0000101572	AUSTIN COLLABORATIVE DESIGN STUDIO, PLLC	515 Congress Ave, Ste 1600 Austin TX 78701	512-732-0001 512-732-0004 JANAM@MCCANNADAMSSTUDIO.COM	WDB	F/Caucasian	AU
BAR7168210	BARNES GROMATZKY KOSAREK	1508 W, 5th Street, Suite 200 Austin TX 78703-5137	512-476-7133 512-478-2624 albin@bgkarchitects.com	MB	M/Hispanic	AU
VC0000102050	BENZ RESOURCE GROUP INC	1101-B E 6th St Austin TX 78702	512-220-9542 512-220-9543 BENZ@BENZRESOURCEGROUP.COM	WDB	F/Caucasian	AU
BLG0714750	BLGY INC	2204 Forbes Dr Ste 101 Austin TX 78754-5143	512-977-0390 512-977-0838	MB	M/African American	AU

## City of Austin Subcontract Vendor List - VCRCVS

Solicitation No.: RCQS 6100 CLMP126 S Austin Wastewater Treatment Plant Electrical Substation #1  
Version No.: 1

Phase: 1

C Code & Description	Vend Code/Adr	Phone/Fax/Email	W/M/B Code	G/E	LCTN
CAR8304844 CARTER DESIGN ASSOC INC 817 W 11th St Austin Tx 78701-2009		512-476-1812 512-476-1819 CDA@CARTERDESIGN.NET	MWDB	F/African American	AU
COT8308600 COTERA + REED ARCHITECTS INC 812 San Antonio St., Ste. 406 Austin Tx 78701		512-472-3300 512-472-3611 info@coterareed.com	MDB	M/Hispanic	AU
V00000909095 DK Studio, pc 611 West 15th Street Austin Tx 78701		512-477-38909 dkett@studiodk.com	WB	F/Caucasian	AU
VS00000220049 Deborah L Ebersole 306 Golf Crest Lane Lakeway Tx 78734		512-970-6180 512-284-9651 deb@studiodconsulting.com	WB	F/Caucasian	AU
VS0000027487 Delgado Daniels & Associates, Inc. 4525 Grand Cypress Drive Austin Tx 78747		5122804188 5122804188 pat@dmddesignworks.com	MWB	F/Hispanic	AU
ELI7156085 ELIZABETH SALAZAR ARCHITECT INC 2305 Rundell Pl Austin Tx 78704-3027		5127711089 esarach@sbcglobal.net	MWB	F/Hispanic	AU
VS0000020423 Emily Rebekah Layton P.O. Box 791 Austin Tx 78745		512-773-7198 emily@emilylaytondesign.com	WDB	F/Caucasian	AU
FAC8301027 FACILITIES RESOURCE INC Suite 305 Austin Tx 78759		512-371-1232 512-371-9155 MTEINERT@FACILITIESRESOURCEINC.COM	WDB	F/Caucasian	AU
V00000906830 Gamble Osgood Collaborative, LLC 4015 Avenue D Austin Tx 78751		5122036110 sarah.gamble@goccoaustin.com	WB	F/Caucasian	AU
CAST072670 JAIMIE BEAMAN AIA INC 3821 Juniper Trace, Suite 104 Austin Tx 78738-		512-458-5700 512-458-5755 JBEAMAN@CASABELLA-ARCHITECTS.COM	MDB	M/Hispanic	SL
VS0000027746 Jacqui Dodson AIA Architecture and Interior Design Inc 2105 Arpdale St Austin Tx 78704		512-699-9708 jacqui@idastudio.com	WB	F/Caucasian	AU

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C Code & Description	Vend Code/Adr	Phone/Fax/Email	W/M/B Code	G/E	LCTN
VS0000023426 Jennifer H Latta 1704 Mistywood Dr Austin Tx 78746		5122070141 jennifer@reddesignstudios.com	MWB	F/Caucasian	AU
KCD8308712 K+CDA ASSOCIATED ARCHITECTS 817 W 11th St Austin Tx 78701-2009		512-476-1812 512-476-1819	MWB	F/African American	AU
VS0000011600 Karen A McGraw 4315 Ave C Austin Tx 78751		512-917-1761 512-452-4139 mcgrawka@earthlink.net	WB	F/Caucasian	AU
LIM7079715 LIMBACHER & GODFREY INC 2124 E 6th St Unit 102 Austin Tx 78702		512-450-1518 512-320-1916 info@limbacher-godfrey.com	WB	F/Caucasian	AU
LEV8304176 LNV INC Suite C220 Austin Tx 78746		512-381-8333 512-381-8334 ssmith@lnvinc.com	MDB	M/Hispanic	AU
LSJ8318707 LS JOHNSON ARCHITECTS 1313 E 6th St Austin Tx 78702-3301		512-478-4952 512-478-4972 LSJ@LSJOHNSTON.COM	WB	F/Caucasian	AU
VS0000025782 Land Interactive, LLC 3009 Burning Oak Dr Suite 204 Austin Tx 78704		5124286738 1 5125320579 spartndge@land-interactive.com	WDB	F/Caucasian	AU
MCK3123750 MCKINNEY ARCHITECTS INC 1301 E 7th St Austin Tx 78702		512-476-0201 512-476-0216 RKRAUS@MCKINNEYORK.COM	WB	F/Caucasian	AU
MIR7167890 MIRO RIVERA ARCHITECTS INC 505 Powell St Austin Tx 78703-5121		51242777016 512-476-7672 rosa@mirorivera.com	MDB	M/Hispanic	AU
MAR3044500 MWM DESIGNGROUP INC 305 E Hurland Dr Ste 200 Austin Tx 78752		512-453-0767 512-453-1734 juliah@mwinc.com	MWDB	F/Hispanic	AU
VS0000012813 Martin Barrera 4229 Mattie Street Austin Tx 78723		512-473-0055 512-473-0056 martin@mb-architect.com	MDB	M/Hispanic	AU

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C Code & Description	Vend Code/Adr	Phone/Fax/Email	W/M/B Code	G/E	LCTN
VIL5001500 NEGRETE & KOLAR ARCHITECTS LLP 1601 E 7th St Ste 200 Austin Tx 78702-5426		512-474-6526 512-474-6761 DNEGRETE@NEKOARCH.COM	MDB	M/Hispanic	AU
VS0000036953 OFFICE FOR LOCAL ARCHITECTURE LLC 4105 Ave G Apt B Austin Tx 78751		512-786-1101 contact@ola-austin.com	WB	F/Caucasian	AU
SIT4249250 SITE SPECIFICS INC 700 N Lamar Blvd Ste 200a Austin Tx 78703-5430		512-472-5252 512-472-2224 specificsites@aol.com	WDB	F/Caucasian	AU
VC0000103087 STUDIO 8 ARCHITECTS INC 611 W 15th St Austin Tx 78701		512-473-8989 512-473-8982 MILTON.HIME@STUDIO8ARCHITECTS.COM	MB	M/Hispanic	AU
SUN4499350 SUNLAND GROUP INC Suite 370 Austin Tx 78752		5125907951 512-494-0406 cthompson@sunlandgrp.com	WDB	F/Caucasian	AU
VC0000102925 SUSAN H WELKER 4911 Rollingwood Dr Austin Tx 78746		512-329-5998 512-329-5998 SWELKER@HARRISWELKERARCHITECTS.COM	WDB	F/Caucasian	AU
LAU8315738 THE LAUCK GROUP INC 1801 Lavaca St Ste 108 Austin Tx 78701		512-479-0337 512-479-7833 mary.bledsoe@lauckgroup.com	WB	F/Caucasian	AU
TH18305569 THIRD LAND INC P.O. Box 162137 Austin Tx 78716-		512-306-8885 512-732-0853 EFRANKKE@THIRDLAND.COM	WDB	F/Caucasian	AU
VS0000029419 VEALENZUELA PRESERVATION STUDIO LLC 4401 Hoffman Drive Austin Tx 78749		5122918108 5122918108 beth@v-preservationstudio.com	WDB	F/Caucasian	AU
92517 Civil Engineering V00000907236 360 Professional Services, Inc. P.O. Box 3639 Cedar Park Tx 78630		5123544682 103 tammy.foster@360psinc.com	WDB	F/Caucasian	SL

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C Code & Description	Version No.: 1	Vend Code/Adr	Phone/Fax/Email	W/M/B Code	G/E	LCTN
ADV7156765 ADV CONSULTING ENGINEERS INC 5524 Bee Caves Road, Suite 14 Austin Tx 78746-			512-444-1739 512-732-8333 ASHT@ACENGRS.COM	MDB	M/Asian	AU
AGU8313738 AGUIRRE & FIELDS LP 12708 Riata Vista Circle Ste A-109 Austin Tx 78727			281-340-8900 15 281-340-8909 RICHARD.FIELDS@AGUIRRE-FIELDS.COM	MDB	M/Hispanic	AU
ALL7111300 ALLIANCE-TEXAS ENGINEERING COMPANY 11500 Metric Blvd Bldg M1, Ste 150 Austin Tx 78758			512-821-2081 512-821-2085 GHEATH@EMAIL.ATG.COM	WDB	F/Caucasian	AU
ARI0290800 ARIZPE GROUP INC.(THE) 6330 E Hwy 290 Ste 375 Austin Tx 78723-1156			512-339-3707 512-339-3709 Robert.Arizpe@Arizpe.com	MDB	M/Hispanic	AU
ASI8308112 ASIA TRADING INC 13401 Wyoming Valley Dr Austin Tx 78727-3427			512-251-3880 changos5@sbcglobal.net	MDB	F/Asian	AU
AXI8316197 AXIOM ENGINEERS INC 13276 Research Blvd Ste 208 Austin Tx 78750			512-506-9335 512-506-9377 NCF@AXIOMTEXAS.COM	WDB	F/Caucasian	AU
BAE7086810 BAER ENGINEERING & ENVIRONMENTAL CONSULTING INC 7756 Northcross Dr Ste 211 Austin Tx 78757-1725			512-453-3733 512-453-3316 thaer@BaerEng.com	WDB	F/Caucasian	AU
CAD8303529 CADMAN DESIGN & BUILDING GROUP(THE) 1603 Gouda Ct. Cedar Park Tx 78613-			512-260-7035 512-260-7035 TCM@ONR.COM	DB	M/African American	AU
CAS7170685 CAS CONSULTING & SVCS INC 7908 Cameron Rd Austin Tx 78754			512-836-2388 512-836-4515 CHANNYS@CASEENGINEERS.COM	MDB	M/Asian	AU
VC0000101230 CEDILLOS & WILSON LLC Building H, Suite 100 Austin Tx 78746			512-306-1322 5123289384 reycedillos@aol.com	MB	M/Hispanic	AU
VC0000103053 CHAN & PARTNERS ENGINEERING LLC 4319 James Casey St Ste 300 Austin Tx 78745			512-480-8155 512-480-8811 RAYMONDC@CHANPARTNERS.COM	MDB	M/Asian	AU

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C Code & Description	Vend Code/Adr	Phone/Fax/Email	W/MB Code	G/E	LCTN
VC0000102500 CIVIL LAND GROUP LLC 206 W Main St Ste 101 Round Rock Tx 78664		512-992-0118 512-246-1856 BFRYE@CIVLNDGRP.COM	MWB	F/Hispanic	SL
CLO8320728 CLOTTEY ENGINEERING INC 210 N Kings Canyon Dr Cedar Park Tx 78613-3043		512-996-9020 512-996-9520 CLOTTEY@CLOTTEYENGINEERING.COM	MDB	M/African American	AU
VS0000019536 CRD Group, LLC 9111 Jollyville Road, Suite 106 Austin Tx 78759		512-346-7030 mchapa@crdgrp.com	MDB	M/Hispanic	AU
CRE7038055 CRESPO CONSULTING SERVICES INC 4131 Spicewood Springs Rd #B2 Austin Tx 78759-8658		512-343-6404 512-343-8120 SSTECHER@CRESPOINC.COM	MDB	M/Hispanic	AU
VS0000011100 Castleberry Engineering & Consulting, P.L.L.C. P.O. Box 40546 Austin Tx 78704		512-751-9272 c.castleberry@castleberryengineering.com	WDB	F/Caucasian	AU
VS0000021304 Connie Schroeder Engineering, Inc. 238 Laura Lane Bastrop Tx 78602		512-280-1930 512-280-5165 cschroeder@auslin.tr.com	WB	F/Caucasian	SL
V00000905281 Corsair Consulting LLC Plaza One, Suite 500 Austin Tx 78759		5123428877 clinttarris@corsairus.com	MDB	M/Asian	AU
V00000904121 D. F. Noble Consulting, LLC 1185 Taylor Ranch Road Wimberley Tx 78676		5128098226 tdotnoble@yahoo.com	MWDB	F/Hispanic	SL
DAT8307094 DATUM GOLIER ENGINEERS L L C 5929 Balcones Dr Ste 100 Austin Tx 78731		512-469-9490 512-469-2924 erikap@datumengineers.com	MB	M/Hispanic	AU
DAV1449500 DAVCAR INC 1010 Land Creek Cove Ste 200 Austin Tx 78746		512-328-4428 512-306-8330 DAVID@DAVCAR.COM	MDB	M/Hispanic	AU
AUS7040915 EILEEN MERRITT INC 912 S Capital Of Tx Hwy Ste 450 Austin Tx 78746		512-328-6995 512-328-6996 sharon_sargent@ats-engineers.com	WDB	F/Caucasian	AU

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C Code & Description	Vend Code/Addr	Phone/Fax/Email	W/M/B Code	G/E	LCTN
ENC1735650 ENCOTECH ENGINEERING CONSULTANTS INC 8500 Bluffstone Cove, #B-103 Austin Tx 78759		512-338-1101 512-338-1160 KHATAW@ENCOTECHENGINEERING.COM	MB	M/Asian	AU
VC0000102911 FAYEZ S KAZI 411 W Saint Elmo Rd Unit #1 Austin Tx 78745		512-761-6161 15129850207 fayez@civiltude.com	MDB	M/Asian	AU
FRA8312411 FRANK LAM & ASSOC INC 508 W 16th St Austin Tx 78701-1502		512-476-2717 512-476-2714 FRANK@FRANKLAMINC.COM	MDB	M/Asian	AU
VS0000008581 GLOBAL ENGINEERS INC 2501 Avenue N Austin Tx 78727		512-417-3172 512-246-2212 munirmkhan@gmail.com	MDB	M/Asian	AU
VC0000101227 GONZALEZ - DE LA GARZA & ASSOCIATES 8313 Gallatin Dr Austin Tx 78736		512-785-9856 210-208-9401 AGONZALEZ@GDA-US.COM	MWDB	F/Hispanic	AU
V00000907852 Garzabury, L.L.C. 221 W. Sixth Street, Suite 380 Austin Tx 78701		5122983284 5122982592 rgarza@garzabury.com	MB	M/Hispanic	AU
VS0000028436 Govind Development, LLC 2525 Wallingwood Dr, Bldg 7c, Ste J Austin Tx 78746		512-330-0300 512-330-0325 jan.stephens@govinddevelopment.com	MDB	M/Asian	AU
HAR8321937 HARKINS ENGINEERING INC 3300 Lost Oasis Hollow Austin Tx 78739-7603		512-291-8219 512-280-1462 VHARKINS@HARKINSENGINEERING.COM	WDB	F/Caucasian	AU
HUR2455500 HARUTTUNIAN ENGINEERING INC 305 E Huntland Dr Ste 500 Austin Tx 78752-3730		512-454-2788 512-454-6434 PROCURE@HEWORLD.COM	WB	F/Caucasian	AU
HEJ7022940 HEJL LEE & ASSOC INC 321 Ed Schmidt Blvd., Suite 100 Hutto Tx 78634		512-642-3292 512-642-4230 hlainc@austin.tr.com	MDB	M/Asian	SL
VC0000102904 HILARIO N ARRIAGA 6708 Dubuque Lane Austin Tx 78723		512-926-4066 HILARIOARRIAGA@ATT.NET	MDB	M/Hispanic	AU

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C Code & Description	Vend Code/Adr	Phone/Fax/Email	W/MB Code	G/E	LCTN
HOL2400500 HOLT ENGINEERING INC 2220 Barton Skyway Austin Tx 78704-5737		512-447-8166 512-447-0852 l.holt@holteng.com	WB	F/Caucasian	AU
ITG8318552 I T GONZALEZ ENGINEERS 3501 Manor Rd Austin Tx 78723-5815		512-447-7400 11 512-447-6389 itgonz@swbell.net	MDB	M/Hispanic	AU
VS0000012763 J33S CONSULTING ENGINEERING LLC Po Box 1336 Del Valle Tx 78617		512-378-3773 512-623-7335 JB_MORALES@YAHOO.COM	MWDB	F/Hispanic	AU
GUE2157000 JOSE I GUERRA INC 2401 S Ih-35 Ste 210 Austin Tx 78741-3823		512-445-2090 512-445-2099 RGUERRA@GUERRA.COM	MDB	M/Hispanic	AU
KFR8309453 K FRIESE & ASSOC INC 1120 S Capital Of Texas Hwy, The Setting li, Ste 100 Austin Tx 78746		512-338-1704 512-338-1784 kfriese@kfriese.com	WDB	F/Caucasian	AU
V00000906667 KB PIKE ENGINEERING LLC Suite 100 Austin Tx 78746		5127946787 jennifer@kbpik.com	WB	F/Caucasian	AU
KUR8303988 KURKJIAN ENGINEERING CORP 111 W Anderson Ln Bldg D #202 Austin Tx 78752-1132		512-371-3535 512-371-7333 kec@austin.tx.com	MWDB	F/Hispanic	AU
VS0000033423 Kelly Ann Barney 2632 Century Park Blvd, Unit 47 Austin Tx 78727		512-775-5962 kbarney@consultingbykab.com	WDB	F/Caucasian	AU
LAK8323239 LAKE SIDE ENGINEERS LLC 1713 Palma Plaza Austin Tx 78703		5124729488 2164729488 chris.rujz64@gmail.com	MB	/	AU
V00000907693 LEAP Structures, PLLC Suite 201 Austin Tx 78702		5122983999 1 tchu@leapstructures.com	MDB	M/Asian	AU
LEY8304176 LNV INC Suite C220 Austin Tx 78746		512-381-8333 512-381-8334 ssmith@lnvinc.com	MDB	M/Hispanic	AU

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VS0000031993 LOC Consultants Civil Division, Inc. 1000 E Cesar Chavez Street Suite 100 Austin Tx 78702		512-587-7236 512-499-0907 sergio@lococivil.com	MB	M/Hispanic	AU
VS0000029699 Landmark Civil Engineering Services, PLLC 7813 Callbraam Lane Austin Tx 78736		512-913-5080 512-628-3528 jbarajas@landmarkces.com	MB	M/Hispanic	AU
MFH8318539 MFH ENGINEERING 5807 Highland Pass Austin Tx 78731		512-477-3713 MHARTT@AUSTIN.RR.COM	WB	F/Caucasian	AU
MAR3044500 MWM DESIGNGROUP INC 305 E Huntland Dr Ste 200 Austin Tx 78752		512-453-0767 512-453-1734 juliah@mwmrinc.com	MWDB	F/Hispanic	AU
VS0000011481 Maldonado-Burkett Intelligent Transportation Systems, LLP 2205 Western Trails Blvd. Ste B Austin Tx 78745-1638		512-876-9415 ramon@mbltsigroup.com	MDB	M/Hispanic	AU
VS0000014928 Nellor Environmental Associates, Inc 4024 Walnut Clay Dr Austin Tx 78731		512-374-9330 margie@nellorenvironmental.com	WDB	F/Caucasian	AU
PAV8303934 PAVETEX ENGINEERING & TESTING INC 3989 Hwy 290 E Dripping Springs Tx 78620-4287		512-894-3040 512-858-2921 MT@PAVETEX.COM	MWDB	F/Hispanic	SL
VS0000037698 PROFESSIONAL STRUCVIL ENGINEERS INC 12710 Research Blvd. Suite 390 Austin Tx 78759		512-238-6422 pscee@psceinc.com	MDB	M/Asian	AU
PRO8301100 PROVIDENCE ENVIRONMENTAL CONSULTING INC 112 Las Colinas Dr Georgetown Tx 78628-1019		512-863-3492 512-869-0576 providenceenvironmental@suddenlink.net	WDB	F/Caucasian	SL
VS0000004650 RGT Engineering, Inc. 1000 Heritage Center Circle Round Rock Tx 78664		512-494-6612 512-382-6851 rgonzalez@rgtengineering.com	MDB	M/Hispanic	SL

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RJR8317892 RJ RIVERA ASSOC INC 3200 Steek Ave Ste 220 Austin Tx 78757-8075		512-467-1136 512-371-1137 RIVERA@RJ.RIVERA.COM	MDB	M/Hispanic	AU
ROD8321224 RODRIGUEZ ENGINEERING BRIDGE INSPECTIO 8137 Osborne Dr Austin Tx 78729-8074		512-989-3336 512-989-9192 RODZENG@AOL.COM	MDB	M/Hispanic	AU
ROD7082460 RODRIGUEZ TRANSPORTATION GROUP 11211 Taylor Draper Ln Ste 100 Austin Tx 78759		512-231-9544 512-231-9133 MRDRIGUEZ@RTG-TEXAS.COM	MDB	M/Hispanic	AU
V00000901562 Regional Engineering Inc. Suite # 102 Austin Tx 78758		5125079355 5126708915 relaustx@gmail.com	MDB	M/Asian	AU
VS0000026253 Rios Engineeing, LLC 609 Irma Dr Austin Tx 78752		512-944-3023 ed@riosengineering.com	MDB	M/Hispanic	AU
VS0000015805 Rogers Moore Engineers, LLC 221 West 6th Street Suite 826 Austin Tx 78701		512-330-1282 512-330-1295 utluladhar@rogersmoorellc.com	WB	F/Caucasian	AU
STA8322362 STANSBERRY ENGINEERING CO. Po Box 309 Manchaca Tx 78652-0309		512-292-8000 512-292-7270 INFO@STANSBERRYENGINEERING.COM	WDB	F/Caucasian	AU
STR8322676 STRUCTURESPE L L P 1018 W 11th St Ste 100 Austin Tx 78703-4987		512-499-0919 512-320-8521 JERRY@STRUCTURESTX.COM	MDB	M/Hispanic	AU
SUN4499350 SUNLAND GROUP INC Suite 370 Austin Tx 78752		5125607951 512-494-0406 cthompson@surlandgrp.com	WDB	F/Caucasian	AU
VC0000103065 SUSAN ROTH CONSULTING LLC 4111 Tablerock Dr Austin Tx 78731		512-796-6692 SUSAN@SROTHCONSULTING.COM	WDB	F/Caucasian	AU
VS0000030160 Seiler/Lankes Group Po Box 2186 Round Rock Tx 78680		5127858564 glankes@slg-eng.com	MDB	M/Hispanic	SL

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C Code & Description	Vend Code/Adr	Phone/Fax/Email	W/M/B Code	G/E	LCTN
	TRA8311787	512-451-6233			
	TRANSTEC GROUP INC	512-451-6234	MDB	M/Hispanic	AU
	6111 Balcones Dr	DAN@THETTRANSTECGROUP.COM			
	Austin Tx 78731-				
	TR14738850	512-328-2203			
	TRICIA ALTAMIRANO	512-327-2947	WB	F/Caucasian	AU
	1101 S Cap Of Tx Hwy Site 210d	taltamirano@austin.rr.com			
	Austin Tx 78746-6438				
	VS0000022197	512-904-0505 205			
	Texas Engineering Solutions, LLC	512-904-0509	MDB	M/Hispanic	AU
	5000 Bee Caves Rd Suite 206	sdelgado@ixengs.com			
	Austin Tx 78746				
	URB4919250	512-347-0040			
	URBAN DESIGN GROUP	512-347-1311	WDB	F/Caucasian	AU
	3660 Stoneridge Rd Site E101	houps@judg.com			
	Austin Tx 78746-7759				
	URB7038110	5127895018			
	UTE CONSULTANTS INC	joan@uteconsultants.com	WDB	F/Caucasian	AU
	307 E 2nd Street				
	Austin Tx 78701				
	VIC7091950	512-494-8014			
	VICKREY & ASSOC INC	512-494-8054	WDB	F/Caucasian	AU
	1717 W 6th St Site 234, Hartland Plaza	austin@VICKREYNET.COM			
	Austin Tx 78703				
	WAY5080500	512-343-0766			
	WAY CONSULTING ENGINEERS INC	512-343-9103	MB	M/Asian	AU
	11615 Angus Rd Ste 119	way@wayengineering.com			
	Austin Tx 78759-4004				
<b>92531 Electrical Engineering</b>					
	ARI0290800	512-339-3707			
	ARIZPE GROUP INC (THE)	512-339-3709	MDB	M/Hispanic	AU
	6330 E Hwy 290 Ste 375	Robert.Arizpe@Arizpe.com			
	Austin Tx 78723-1156				
	BEH7096370	512-477-9033			
	BEHRAM CONSULTING ENGINEERS	512-477-9099	MDB	M/Asian	AU
	807 Brazos St Ste 313	behram@earthlink.net			
	Austin Tx 78701-2508				
	BGT8304107	512-336-2299			
	BG TECHNOLOGIES	512-336-3811	NC	F/Caucasian	AU
	2301 Denton Dr Ste A	BETH@BG-TECHNOLOGIES.COM			
	Austin Tx 78758-4527				
	VC0000101538	512-259-8476			
	DOROTHY M BOTHNE	512-259-8781	WB	F/Caucasian	SL
	14201 Sandy Meadow Circle	DBOTHNE@AUSTIN.rr.com			
	Leander Tx 78641				

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AUST7040915 EILEEN MERRITT INC 912 S Capital Of Tx Hwy Ste 450 Austin Tx 78746		512-328-6995 512-328-6996 sharon_sargent@ats-engineers.com	WDB	F/Caucasian	AU
ENC1735650 ENCOTECH ENGINEERING CONSULTANTS INC 8500 Bluffstone Cove, #B-103 Austin Tx 78759		512-338-1101 512-338-1160 KHATAW@ENCOTECHENGINEERING.COM	MB	M/Asian	AU
V00000907852 Garzabury, L.L.C. 221 W. Sixth Street, Suite 380 Austin Tx 78701		5122983284 5122982592 rgarza@garzabury.com	MB	M/Hispanic	AU
VS0000028436 Govind Development, LLC 2525 Wallingwood Dr, Bldg 7/c, Ste J Austin Tx 78746		512-330-0300 512-330-0325 jan.stephens@govinddevelopment.com	MDB	M/Asian	AU
HUR2455500 HARUTUNJAN ENGINEERING INC 305 E Huntland Dr Ste 500 Austin Tx 78752-3730		512-454-2788 512-454-6434 PROCURE@HEIWORLD.COM	WB	F/Caucasian	AU
JAS2584500 JASMINE ENGINEERING INC 100 Congress Ave Ste 2000 Austin Tx 78701		512-326-2900 512-326-2906 JASMINE@JASMINEENGINEERING.COM	MWDB	F/Hispanic	AU
GUE2157000 JOSEI GUERRA INC 2401 S Ih-35 Ste 210 Austin Tx 78741-3823		512-445-2090 512-445-2099 RGUERRA@GUERRA.COM	MDB	M/Hispanic	AU
LEY8304176 LNV INC Suite C220 Austin Tx 78746		512-381-8333 512-381-8334 ssmith@lnvinc.com	MDB	M/Hispanic	AU
VS0000011481 Maldonado-Burkett Intelligent Transportation Systems, LLP 2205 Western Trails Blvd. Ste B Austin Tx 78745-1638		512-876-9415 ramon@mbitsgroup.com	MDB	M/Hispanic	AU
VS0000024671 McInnish Engineering, PLLC 10601 Fm 2222 Suite R-128 Austin Tx 78730		5128708450 bonnie@mcinnish.com	MWB	F/Caucasian	AU
POW8300999 POWER QUALITY ENGINEERING INC 3061 Woodall Dr Bldg A Cedar Park Tx 78613-7225		512-267-6656 512-267-0989 vbloom@pqeinc.com	MWB	F/Hispanic	AU

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C Code & Description	Vend Code/Adr	Phone/Fax/Email	W/M/B Code	G/E	LCTN
VS0000011064 Texas Energy Engineering Services, Inc. 1301 S. Capital Of Texas Highway Suite B-325 Austin Tx 78746		512-328-2533 208 512-328-2544 Saleem@teesi.com	MDB	M/Asian	AU
VS0000035423 W&D Enterprises, L.L.C. 1747 Fort Grant Dr. Round Rock Tx 78665		512-563-1720 vwinston@mavaengineering.com	MDB	M/African American	AU

**92546 GEOTECHNICAL - SOILS**

ENC1735650 ENCOTECH ENGINEERING CONSULTANTS INC 8500 Bluffstone Cove, #B-103 Austin Tx 78759		512-338-1101 512-338-1160 KHATAW@ENCOTECHENGINEERING.COM	MB	M/Asian	AU
HOL2400500 HOLT ENGINEERING INC 2220 Barton Skyway Austin Tx 78704-5737		512-447-8166 512-447-0852 lholt@holteng.com	WB	F/Caucasian	AU
INT7127050 INTEGRATED TESTING & ENGINEERING COMPANY OF AUSTIN INC 2301 Denton Dr Ste B Austin Tx 78758		512-252-1218 512-252-1219 nickk@INTEC-GEOTECH.COM	DB	M/Asian	AU
ROD7006425 ROD7006425 OSCAR RODRIGUEZ 13809 Turbine Dr Austin Tx 78728-7741		512-251-4454 512-251-1380 RODRIGUEZLAB@AOL.COM	MDB	M/Hispanic	AU
PAV8303934 PAVETEX ENGINEERING & TESTING INC 3989 Hwy 290 E Dripping Springs Tx 78620-4287		512-894-3040 512-858-2921 MT@PAVETEX.COM	MWDB	F/Hispanic	SL

**92557 Instrumentation/Engineering**

BEH7096370 BEHRAM CONSULTING ENGINEERS 807 Brazos St Ste 313 Austin Tx 78701-2508		512-477-9033 512-477-9099 behram@earthlink.net	MDB	M/Asian	AU
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C Code & Description	Vend Code/Adr	Phone/Fax/Email	W/M/B Code	G/E	LCTN
ENC1735650 ENCOTECH ENGINEERING CONSULTANTS INC 8500 Bluffstone Cove, #B-103 Austin Tx 78759		512-338-1101 512-338-1160 KHATAW@ENCOTECHENGINEERING.COM	MB	M/Asian	AU
V00000907852 Garzabury, L.L.C. 221 W. Sixth Street, Suite 380 Austin Tx 78701		5122983284 5122982592 rgarza@garzabury.com	MB	M/Hispanic	AU
HUR2455500 HARUTUNIAN ENGINEERING INC 305 E Huntland Dr Ste 500 Austin Tx 78752-3730		512-454-2788 512-454-6434 PROCURE@HEIWORLD.COM	WB	F/Caucasian	AU
POW8300999 POWER QUALITY ENGINEERING INC 3061 Woodall Dr Bldg A Cedar Park Tx 78613-7225		512-267-6656 512-267-0989 vbloom@pqeinc.com	MWB	F/Hispanic	AU
<b>92567 Mechanical Engineering</b>					
ARI0290800 ARIZPE GROUP INC (THE) 6330 E Hwy 290 Ste 375 Austin Tx 78723-1156		512-339-3707 512-339-3709 Robert.Arizpe@Arizpe.com	MDB	M/Hispanic	AU
BEH7096370 BEHRAM CONSULTING ENGINEERS 807 Brazos St Ste 313 Austin Tx 78701-2508		512-477-9033 512-477-9099 behram@earthlink.net	MDB	M/Asian	AU
CAS7170685 CAS CONSULTING & SVCS INC 7908 Cameron Rd Austin Tx 78754		512-836-2388 512-836-4515 CHANNYS@CASEENGINEERS.COM	MDB	M/Asian	AU
CLO8320728 CLOTTEY ENGINEERING INC 210 N Kings Canyon Dr Cedar Park Tx 78613-3043		512-996-9020 512-996-9520 CLOTTEY@CLOTTEYENGINEERING.COM	MDB	M/African American	AU
VC0000101538 DOROTHY M BOTHNE 14201 Sandy Meadow Circle Leander Tx 78641		512-259-8476 512-259-8781 DBOTHNE@AUSTIN.RR.COM	WB	F/Caucasian	SL
AUS7040915 EILEEN MERRITT INC 912 S Capital Of Tx Hwy Ste 450 Austin Tx 78746		512-328-6995 512-328-6996 sharon_sargent@ats-engineers.com	WDB	F/Caucasian	AU

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ENC1735650 ENCOTECH ENGINEERING CONSULTANTS INC 8500 Bluffstone Cove, #B-103 Austin Tx 78759		512-338-1101 512-338-1160 KHATAW@ENCOTECHENGINEERING.COM	MB	M/Asian	AU
VS0000031778 ENGINEERED EXTERIORS, PLLC 13309 Kingman Drive Austin Tx 78729		512-788-2022 512-401-9842 jen@engineeredexteriors.com	WB	F/Caucasian	AU
V00000907852 Garzabury, L.L.C. 221 W. Sixth Street, Suite 380 Austin Tx 78701		5122983284 5122982592 rgarza@garzabury.com	MB	M/Hispanic	AU
VS0000028436 Govind Development, LLC 2525 Wallingwood Dr, Bldg 7c, Ste J Austin Tx 78746		512-330-0300 512-330-0325 jan.stephens@govinddevelopment.com	MDB	M/Asian	AU
HUR2455500 HARUTUNIAN ENGINEERING INC 305 E. Hurlland Dr Ste 500 Austin Tx 78752-3730		512-454-2788 512-454-6434 PROCURE@HEIWORLD.COM	WB	F/Caucasian	AU
JAS2584500 JASMINE ENGINEERING INC 100 Congress Ave Ste 2000 Austin Tx 78701		512-326-2900 512-326-2906 JASMINE@JASMINEENGINEERING.COM	MWMB	F/Hispanic	AU
GUE2157000 JOSE I GUERRA INC 2401 S Ih-35 Ste 210 Austin Tx 78741-3823		512-445-2090 512-445-2099 RGUERRA@GUERRA.COM	MDB	M/Hispanic	AU
LEV3304176 LNV INC Suite C220 Austin Tx 78746		512-381-8333 512-381-8334 ssmith@lnvinc.com	MDB	M/Hispanic	AU
POW8300999 POWER QUALITY ENGINEERING INC 3061 Woodall Dr Bldg A Cedar Park Tx 78613-7225		512-267-6656 512-267-0989 vblloom@pqeinc.com	MWB	F/Hispanic	AU
VS0000011064 Texas Energy Engineering Services, Inc. 1301 S. Capital Of Texas Highway Suite B-325 Austin Tx 78746		512-328-2533 208 512-328-2544 Saleem@teesl.com	MDB	M/Asian	AU
VS0000035423 W&D Enterprises, L.L.C. 1747 Fort Grant Dr. Round Rock Tx 78665		512-563-1720 wwinston@mavaengineering.com	MDB	M/African American	AU

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C Code & Description	Vend Code/Adr	Phone/Fax/Email	W/M/B Code	G/E	LCTN
<b>92588 Structural Engineering</b>					
ADV7156765 ADV CONSULTING ENGINEERS INC 5524 Bee Caves Road, Suite 14 Austin Tx 78746-		512-444-1739 512-732-8333 ASHT@ACENGRS.COM	MDB	M/Asian	AU
AGU8313738 AGUIRRE & FIELDS LP 12708 Riata Vista Circle Ste A-109 Austin Tx 78727		281-340-8900 15 281-340-8909 RICHARD.FIELDS@AGUIRRE-FIELDS.COM	MDB	M/Hispanic	AU
BAE7086810 BAER ENGINEERING & ENVIRONMENTAL CONSULTING INC 7756 Northcross Dr Ste 211 Austin Tx 78757-1725		512-453-3733 512-453-3316 tbaer@BaerEng.com	WDB	F/Caucasian	AU
BEH7096370 BEHRAM CONSULTING ENGINEERS 807 Brazos St Ste 313 Austin Tx 78701-2508		512-477-9033 512-477-9099 behram@earthlink.net	MDB	M/Asian	AU
CAD8303529 CADMAN DESIGN & BUILDING GROUP(THE) 1603 Gouda Ct. Cedar Park Tx 78613-		512-260-7035 512-260-7035 TCM@ONR.COM	DB	M/African American	AU
CLO8320728 CLOTTEY ENGINEERING INC 210 N Kings Canyon Dr Cedar Park Tx 78613-3043		512-996-9020 512-996-9620 CCLOTTEY@CLOTTEYENGINEERING.COM	MDB	M/African American	AU
VS0000032524 Civilitude-C/JG Engineers, LLC 5121 Bee Caves Rd, Suite 105a Austin Tx 78746		512-306-7226 512-306-7240 reudanks@cjgenr.com	MB	M/Asian	AU
DAT8307094 DATUM GOJER ENGINEERS L L C 5929 Balcones Dr Ste 100 Austin Tx 78731		512-469-9490 512-469-2924 erikap@datumengineers.com	MB	M/Hispanic	AU
AUS7040915 EILEEN MERRITT INC 912 S Capital Of Tx Hwy Ste 450 Austin Tx 78746		512-328-6995 512-328-6996 sharon_sargent@ats-engineers.com	WDB	F/Caucasian	AU
ENC1735650 ENCOTECH ENGINEERING CONSULTANTS INC 8500 Bluffstone Cove, #B-103 Austin Tx 78759		512-338-1101 512-338-1160 KHATAW@ENCOTECHENGINEERING.COM	MB	M/Asian	AU

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C Code & Description	Vend Code/Adr	Phone/Fax/Email	W/MB Code	G/E	LCTN
VS0000031778 ENGINEERED EXTERIORS, PLLC 13309 Kingman Drive Austin Tx 78729		512-788-2022 512-401-9842 jen@engineeredexteriors.com	WB	F/Caucasian	AU
FRA8312411 FRANK LAM & ASSOC INC 508 W 16th St Austin Tx 78701-1502		512-476-2717 512-476-2714 FRANK@FRANKLAMINC.COM	MDB	M/Asian	AU
V00000907852 Garzabury, L.L.C. 221 W. Sixth Street, Suite 380 Austin Tx 78701		5122983284 5122982592 rgarza@garzabury.com	MB	M/Hispanic	AU
VS0000028436 Govind Development, LLC 2525 Wallingwood Dr, Bldg 7c, Ste J Austin Tx 78746		512-330-0300 512-330-0325 jan.stephens@govinddevelopment.com	MDB	M/Asian	AU
VS0000031580 GreenEarth Engineering, Inc 2500 WWilliam Cannon Dr Ste 201 Austin Tx 78745		512-289-8086 (512)462-0800 tzhang@ge-eng.com	MB	M/Asian	AU
GUE2157000 JOSE I GUERRA INC 2401 S Ih-35 Ste 210 Austin Tx 78741-3823		512-445-2090 512-445-2099 RGUERRA@GUERRA.COM	MDB	M/Hispanic	AU
KUR8303988 KURKJIAN ENGINEERING CORP 111 W Anderson Ln Bldg D #202 Austin Tx 78752-1132		512-371-3535 512-371-7333 kec@austin.tr.com	MWDB	F/Hispanic	AU
VS0000037916 LAM+DCI, LLC 508 W 16th St Austin Tx 78701		512-476-2717 512-476-2714 franklam@franklaminc.com	MDB	M/Asian	AU
V00000907693 LEAP Structures, PLLC Suite 201 Austin Tx 78702		5122983999 1 tchuh@leapstructures.com	MDB	M/Asian	AU
LEY8304176 LNV INC Suite C220 Austin Tx 78746		512-381-8333 512-381-8334 ssmith@lnvinc.com	MDB	M/Hispanic	AU
VS0000029260 Oakhill Engineering, LLC 5705 Janabyrd Lane Austin Tx 78749		512-497-5256 512-747-8916 dchen@oakhillengineering.com	MDB	M/Asian	AU

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C Code & Description	Vend Code/Adr	Phone/Fax/Email	W/M/B Code	G/E	LCTN
PES8307381 P E STRUCTURAL CONSULTANTS INC 8436 Spicewood Springs Rd Austin Tx 78759-6050		512-250-5200 100 512-250-5222 LPowell@PESTRUCTURAL.COM	WDB	F/Caucasian	AU
VS0000037698 PROFESSIONAL STRUCVIL ENGINEERS INC 12710 Research Blvd. Suite 390 Austin Tx 78759		512-238-6422 psce@psceinc.com	MDB	M/Asian	AU
VS0000015805 Rogers Moore Engineers, LLC 221 West 6th Street Suite 826 Austin Tx 78701		512-330-1282 512-330-1295 utlradhar@rogersmoorellc.com	WB	F/Caucasian	AU
STE8305142 STEINMAN LUEVANO STRUCTURES LLP 5901 Old Fredericksburg Rd B101 Austin Tx 78749		512-891-6766 512-891-6966 john@siststructures.com	MDB	M/Hispanic	AU
STR8322676 STRUCTURESPE L L P 1018 W 11th St Ste 100 Austin Tx 78703-4987		512-499-0919 512-320-8521 JERRY@STRUCTURESTX.COM	MDB	M/Hispanic	AU
VS0000019122 TSENSTRUCTURAL LLC 906 E 53 1/2 St Austin Tx 78751		512-415-0658 stephanie@senstructural.com	MWDB	F/Asian	AU
WAY5080500 WAY CONSULTING ENGINEERS INC 11615 Angus Rd Ste 119 Austin Tx 78759-4004		512-343-0766 512-343-9103 way@wayengineering.com	MB	M/Asian	AU
<b>96877 SURVEY (NOT AERIAL OR RESEARCH)</b>					
V00000907236 360 Professional Services, Inc. P.O. Box 3639 Cedar Park Tx 78630		5123544682 103 tammy.foster@360psinc.com	WDB	F/Caucasian	SL
CHA7128190 CHAPARRAL PROFESSIONAL LAND SURVEYING INC 3500 McCall Lane Austin Tx 78744		512-443-1724 200 512-389-0943 sharon@chapsurvey.com	WDB	F/Caucasian	AU
VS0000021304 Connie Schroeder Engineering, Inc. 238 Laura Lane Bastrop Tx 78602		512-280-1930 512-280-5165 cschroeder6@austin.rr.com	WB	F/Caucasian	SL

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C Code & Description	Vend Code/Addr	Phone/Fax/Email	W/M/B Code	G/E	LCTN
AUST7040915	EILEEN MERRITT INC 912 S Capital Of Tx Hwy Ste 450 Austin Tx 78746	512-328-6995 512-328-6996 sharon_sargent@ats-engineers.com	WDB	F/Caucasian	AU
GORR8316328	GORRONDONA & ASSOC INC Suite B-100 Austin Tx 78727-4109	512-719-9933 512-719-9944 JVICK@GA-INC.NET	NCG	M/Hispanic	AU
ITG8318552	IT GONZALEZ ENGINEERS 3501 Manor Rd Austin Tx 78723-5815	512-447-7400 11 512-447-6389 itgonz@swbell.net	MDB	M/Hispanic	AU
INL8322353	INLAND GEODETICS L P 1504 Chisholm Trl Rd Ste 103 Round Rock Tx 78681-2900	512-238-1200 512-238-1251	WDB	F/Caucasian	SL
KUR8303988	KURKJIAN ENGINEERING CORP 111 W Anderson Ln Bldg D #202 Austin Tx 78752-1132	512-371-3535 512-371-7333 kec@austin.rr.com	MWDB	F/Hispanic	AU
WAT8308391	LANDSIGN SERVICES INC 555 Round Rock West Drive, Bldg. D, Suite 170 Round Rock Tx 78681	512-238-7901 512-238-7902 s.beavers@lndsgn.com	MWDB	F/Native American	SL
LAN7050345	LANDMARK SURVEYING L P 2205 E. 5th Street Austin Tx 78702	512-328-7411 104 512-328-7413 dana@landmarksurveying.com	WDB	F/Caucasian	AU
LEV8304176	LVN INC Suite C220 Austin Tx 78746	512-381-8333 512-381-8334 ssmith@lvninc.com	MDB	M/Hispanic	AU
MAC2981000	MACIAS & ASSOCIATES LP 5410 S 1st St Austin Tx 78745-3040	512-442-7875 512-442-7876 gino.macias@macsurv.com	MDB	F/Hispanic	AU
MCG3115750	MCGRAY & MCGRAY LAND SURVEYORS INC 3301 Hancock Dr Ste 6 Austin Tx 78731-5441	512-451-8591 512-451-8791 mcgray@mcgray.com	WDB	F/Caucasian	AU
MAR3044500	MWM DESIGNGROUP INC 305 E Huntland Dr Ste 200 Austin Tx 78752	512-453-0767 512-453-1734 juliah@mwminc.com	MWDB	F/Hispanic	AU

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C Code & Description	Vend Code/Adr	Phone/Fax/Email	W/MB Code	G/E	LCTN
URB4919250 URBAN DESIGN GROUP 3660 Stoneridge Rd Ste E101 Austin Tx 78746-7759		512-347-0040 512-347-1311 lkoups@udg.com	WDB	F/Caucasian	AU
VIC7091950 VICKREY & ASSOC. INC 1717 W 6th St Ste 234, Hartland Plaza Austin Tx 78703		512-494-8014 512-494-8054 austin@VICKREYNET.COM	WDB	F/Caucasian	AU
WAL8312258 WALKER TEXAS SURVEYORS INC Po Box 324 Cedar Park Tx 78630-0324		512-259-3361 walkertxsurvey@earthlink.net	WDB	F/Caucasian	SL
ZAM8305129 ZAMORA LLC 1435 S Loop 4 Buda Tx 78610		512-295-6201 26 512-295-6091 GRZAMORA@ZWA-TEXAS.COM	MDB	M/Hispanic	SL

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C Code & Description	Vend Code/Adr	Phone/Fax/Email	W/M/B Code	G/E	LCTN
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**Vendors Outside the SLBP Area**

**90607 Architect Services, Professional**

DUR8311134 DURAND-HOLLIS RUPE ARCHITECTS INC Building 18 San Antonio Tx 78230	210-308-0080 210-697-3309 GDURANDHOLLIS@DHRARCHITECTS.COM		MDB	M/Hispanic	TX
LLE7160890 LLEWELYN-DAVIES SAHNI INC 5120 Woodway Dr Ste 8010 Houston Tx 77056-1708	713-850-1500 713-850-1023 ldwyer@theldnet.com		DB	M/Asian	TX
LOP8322397 LOPEZ SEIDEL ARCHITECTS INC 237 W Travis St Ste 201 San Antonio Tx 78205-1421	210-734-4448 210-734-7409 CELINA@LOPEZSALAS.COM		MDB	M/Hispanic	TX
VC0000101267 MADERO ENGINEERS & ARCHITECTS LLC 3315 Ashlock Dr Houston Tx 77082	281-920-1101 281-920-1102 FRANK@MADERO.NET		MB	M/Hispanic	TX
VS0000021497 Michelle Robinson Do Not Use Tx 00000	000-000-0000 DONOTUSE@GMAIL.COM		DB	F/	TX
V00000907873 REED FIRE PROTECTION ENGINEERING LLC 14135 Midway Road Ste. G260 Addison Tx 75001	2146387599 102 2146384710 droberts@reedfire.com		MB	M/Hispanic	TX
VC0000101709 ROBERT W. SCHAEFFER 1214 W Moss Paint Rock Tx 76866	3254562167 3257324309 RWSARCHITECTS@AOL.COM		MDB	M/Native American	TX
WES8311414 WESTEAST DESIGN GROUP L L C 200 E Grayson St Ste 207 San Antonio Tx 78215-1267	210-530-0755 210-530-9427 katherinek@westeastdesign.com		MDB	M/Asian	TX
VS0000025948 alb + Blair Architects & Associates 2, LLC 9995 Monroe Dr., Ste. 207 Dallas Tx 75220	214-953-1331 3581 214-953-1335 akbryant@albblair.com		MB	M/African American	TX

**92517 Civil Engineering**

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VC0000102848 ALBA CONSULTING INC Ste:130-368 Dallas Tx 75204		512-565-1993 4692507714 jalba@albaconsultinginc.com	MB	M/Hispanic	TX
AVI0530500 AVIATION ALLIANCE INC Po Box 799 Colleyville Tx 76034-0799		817-498-0388 817-281-1867 Shirley@AviationAllianceInc.com	WDB	F/Caucasian	TX
VC0000103077 BRIONES CONSULTING & ENGINEERING LTD 8118 Broadway San Antonio Tx 78209		210-828-1431 210-828-1432 RBRIONES@BRIONESENGINEERING.COM	MDB	M/Hispanic	TX
VS0000014891 Eckermann Engineering, Inc. 1002 E 4th St Ste A Lampasas Tx 76550		512-556-8160 512-556-8160 derek@eckermannengineering.com	MB	M/Native American	TX
VS0000037291 GC Engineering, Inc. 2505 Park Avenue Pearland Tx 77581		281-412-7008 281-412-4623 crodrigo@gc-engineering.com	MWB	F/Hispanic	TX
VS0000026393 Grounds Anderson, LLC 7700 San Felipe Ste 485 Houston Tx 77063		832-613-9800 832-613-9799 eanderson@groundsanderson.com	WDB	F/Caucasian	TX
HVJ2459750 HVJ ASSOCIATES INC 6120 S Dairy Ashford Houston Tx 77072		281-933-7388 281-933-7293 HJOHNSON@HVJ.COM	MDB	M/African American	TX
VS0000023267 Hayden Consultants, Inc. 5646 Milton St. Suite 515 Dallas Tx 75206		2147538100 214-750-9329 bhart@haydenconsultants.com	WDB	F/Caucasian	TX
IBA7153325 IBARRA CONSULTING ENGINEERS INC 3131 Turtle Creek Blvd #1151 Dallas Tx 75219-5445		214-219-1030 214-219-1035	MWDB	F/Hispanic	TX
VS0000030321 Jaymark Engineering Corporation 16000 Stuebner Airline Rd., Suite 320 Spring Tx 77379		281-374-0399 18 281-374-0391 brandon@jaymarkengineering.com	MDB	M/African American	TX
VS0000025710 LDP Consultants, Inc. 2115 Chantilly Ln Houston Tx 77018		832-489-9928 linda.pechacek@sbcglobal.net	W/B	F/Caucasian	TX

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VC0000101267 MADERO ENGINEERS & ARCHITECTS LLC 3315 Ashlock Dr Houston Tx 77082		281-920-1101 281-920-1102 FRANK@MADERO.NET	MB	M/Hispanic	TX
MAE8319636 MAESTAS & ASSOCIATES INC 11550 Ih 10 W Ste 320 San Antonio Tx 78230		210-366-1988 210-366-1980 EMAESTAS@MAESCE.COM	MDB	M/Hispanic	TX
VS0000019943 Mehta West Brashear Group, LLC 2105 Commerce Street Suite 200 Dallas Tx 75201		972-392-7340 214-550-2536 crm@mwbggroup.com	MDB	M/Asian	TX
V00000905113 OMEGA ENGINEERS, INC. 16420 Park Ten Place., Suite 520 Houston Tx 77084		2816479182 2816479184 scastaneda@omegaengineers.com	MDB	M/Hispanic	TX
GSW7111865 OTHON INC 11111 Wilcrest Green Dr Ste 128 Houston Tx 77042-4786		713-975-8555 713-975-9068 OTHONCORP@OTHON.COM	DB	M/Hispanic	TX
VS000001185 RODS Subsurface Utility Engineering, Inc. 6810 Lee Road Suite 300 Spring Tx 77379		7135606933 hilda@rodssue.cc	MWB	F/Hispanic	TX
UNI8318182 UNINTECH CONSULTING ENGINEERS INC 2431 E Evans Rd. San Antonio Tx 78259		210-641-6003 210-641-8279 apeters@unintech.com	MWB	F/Asian	TX
VAC8317945 V&A CONSULTING ENGINEERS INC 155 Grand Ave Ste 700 Oakland Ca 94612-3592		510-903-6600 510-903-6001 KBell@vaengineering.com	MB	M/Hispanic	OS
VS0000028307 Watearth, Inc. P. O. Box 10194 Houston Tx 77206-0194		8324440663 8005193774 jwalker@watearth.com	WB	F/Caucasian	TX
<b>92531 Electrical Engineering</b>					
ABA7030705 ABACUS ENVIRONMENT INC 3440 Fordham Rd Dallas Tx 75216-4827		214-363-0099 214-363-3919	NC	M/Asian	TX

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C Code & Description	Vend Code/Adr	Phone/Fax/Email	W/M/B Code	G/E	LCTN
AVI0530500 AVIATION ALLIANCE INC Po Box 799 Colleyville Tx 76034-0799		817-498-0388 817-281-1867 Shirley@AviationAllianceInc.com	WDB	F/Caucasian	TX
VS0000020957 Accarate & Associates Consulting Engineers, LLC 7920 Belt Line Road, Suite 930 Dallas Tx 75254		214-217-9993 razcarate@ace-eng.com	MDB	M/Hispanic	TX
CNG8321131 CNG ENGINEERING P L L C 1917 N New Braunfels Ave Ste 201 San Antonio Tx 78208-1419		210-224-8841 210-224-8824 TRAVIS.WILTSHIRE@CNGENGINEERING.COM	MDB	M/African American	TX
VS0000022827 Ferguson Consulting, Inc. 37602 Tournament Lane Magnolia Tx 77355		281-252-9232 281-252-5355 f Ferguson@fci-engr.com	WDB	F/Caucasian	TX
GUP7149060 GUPTA & ASSOC INC 13626 Gamma Road Dallas Tx 75244		972-490-7661 972-490-7125 VKGUPTA@GAICONSULTING.COM	MB	M/Asian	TX
VS0000013116 Kimberly L McLaughlin 3235 Crested Creek Dr New Braunfels Tx 78130		830-632-9996 512-366-9826 kim@borealiscontrolsystems.com	WB	F/Caucasian	TX
VC0000101267 MADERO ENGINEERS & ARCHITECTS LLC 3315 Ashlock Dr Houston Tx 77082		281-920-1101 281-920-1102 FRANK@MADERO.NET	MB	M/Hispanic	TX
VS0000014377 Mbroh Engineering Inc. 12830 Hillcrest Road Suite 111 Dallas Tx 75230		972-364-9090 972-364-9091 ambroh@mbroh.com	MDB	M/African American	TX
QUET094165 POWER & PROCESS DEVELOPMENTS 418 Clifton St Houston Tx 77011-4312		713-926-5840 713-926-0820	NON	/	TX
PWR8313886 PWR SOLUTIONS INC 2777 North Stemmons Fwy Ste 1520 Dallas Tx 75207-2225		214-678-1190 214-678-1195	MDB	M/Asian	TX
V00000907873 REED FIRE PROTECTION ENGINEERING LLC 14135 Midway Road Ste. G260 Addison Tx 75001		2146387599 102 2146384710 droberts@reedfire.com	MB	M/Hispanic	TX

**City of Austin  
Subcontract Vendor List - VCRCVS**

Solicitation No.: RFQS 6100 CLMP126 S Austin Wastewater Treatment Plant Electrical Substation #1  
Version No.: 1

Phase: 1

C Code & Description	Vend Code/Adr	Phone/Fax/Email	W/M/B Code	G/E	LCTN
	SWA6303727 SWAYZER ENGINEERING INC 3102 Maple Ave Ste 450 Dallas TX 75201-1261	713-942-7929 281-480-5580 info@swayzer.com	MWB	F/African American	TX
	VC0000103521 VOLT AIR CONSULTING ENGINEERS LLC 1102 Pinemont Dr Ste B6 Houston TX 77018	555-555-5555 713-401-3181 JULIUS.DAVIS@VOLTAIENGINEERS.COM	MDB	M/African American	TX
<b>92546 GEOTECHNICAL - SOILS</b>					
	HVJ2459750 HVJ ASSOCIATES INC 6120 S Dairy Ashford Houston TX 770072	281-933-7388 281-933-7293 HJOHNSON@HVJ.COM	MDB	M/African American	TX
<b>92557 Instrumentation/Engineering</b>					
	GUP7149060 GUP TA & ASSOC INC 13626 Gamma Road Dallas TX 75244	972-490-7661 972-490-7125 VKGUP TA@GAICONSULTING.COM	MB	M/Asian	TX
	QUE7094165 POWER & PROCESS DEVELOPMENTS 418 Clifton St Houston TX 77011-4312	713-926-5840 713-926-0820	NON	/	TX
<b>92567 Mechanical Engineering</b>					
	VS0000020957 Azcarate & Associates Consulting Engineers, LLC 7920 Belt Line Road, Suite 930 Dallas TX 75254	214-217-9993 razcarate@aaace-eng.com	MDB	M/Hispanic	TX
	CNG8321131 CNG ENGINEERING P L L C 1917 N New Brauntels Ave Ste 201 San Antonio TX 78208-1419	210-224-8841 210-224-8824 TRAVIS.WILTSHIRE@CNGENGINEERING.COM	MDB	M/African American	TX
	VS0000028414 Lackey Commercial Properties, LLC Po Box 830405 San Antonio TX 78283-0405	2107053735 mmlackey@lc-cx.com	MB	M/Hispanic	TX

**City of Austin  
Subcontract Vendor List - VCRCVS**

Solicitation No.: RFQS 6100 CLMP126 S Austin Wastewater Treatment Plant Electrical Substation #1  
 Version No.: 1  
 Phase: 1

C Code & Description	Vend Code/Adr	Phone/Fax/Email	W/M/B Code	G/E	LCTN
VC0000101267 MADERO ENGINEERS & ARCHITECTS LLC 3315 Ashlock Dr Houston Tx 77082		281-920-1101 281-920-1102 FRANK@MADERO.NET	MB	M/Hispanic	TX
QUE7094165 POWER & PROCESS DEVELOPMENTS 418 Clifton St Houston Tx 77011-4312		713-926-5840 713-926-0820	NON	/	TX
PWR8313886 PWR SOLUTIONS INC 2777 North Stemmons Fwy Ste 1520 Dallas Tx 75207-2225		214-678-1190 214-678-1195	MDB	M/Asian	TX
SWA8303727 SWAYZER ENGINEERING INC 3102 Maple Ave Ste 450 Dallas Tx 75201-1261		713-942-7929 281-480-5580 Info@swayzer.com	MWB	F/African American	TX
VC0000103521 VOLTAIR CONSULTING ENGINEERS LLC 1102 Pinecroft Dr Ste B6 Houston Tx 77018		555-555-5555 713-401-3181 JULIUS.DAVIS@VOLTAIRENGINEERS.COM	MDB	M/African American	TX
WHE8316123 WHEATON ENGINEERING & 410 S Enterprize Pwy Corpus Christi Tx 78405-3913		361-299-1801 361-299-1804 MMWHEATON@WHEATON-EES.COM	WB	F/Caucasian	TX
<b>92588 Structural Engineering</b> AVI0530500 AVIATION ALLIANCE INC Po Box 799 Colleyville Tx 76034-0799		817-498-0388 817-281-1867 Shirley@AviationAllianceInc.com	WDB	F/Caucasian	TX
VC0000103077 BRIONES CONSULTING & ENGINEERING LTD 8118 Broadway San Antonio Tx 78209		210-828-1431 210-828-1432 RBRIONES@BRIONESENGINEERING.COM	MDB	M/Hispanic	TX
IBA7153325 IBARRA CONSULTING ENGINEERS INC 3131 Turtle Creek Blvd #1151 Dallas Tx 75219-5445		214-219-1030 214-219-1035	NWDB	F/Hispanic	TX
VS0000030321 Jaymark Engineering Corporation 16000 Stuebner Airline Rd., Suite 320 Spring Tx 77379		281-374-0399 18 281-374-0391 brandon@jaymarkengineering.com	MDB	M/African American	TX

**City of Austin  
Subcontract Vendor List - VCRCVS**

Solicitation No.: RFQS 6100 CLMP126 S Austin Wastewater Treatment Plant Electrical Substation #1

Version No.: 1

Phase: 1

C Code & Description	Vend Code/Adr	Phone/Fax/Email	W/M/B Code	G/E	LCTN
VC00000101267 MADERO ENGINEERS & ARCHITECTS LLC 3315 Ashlock Dr Houston Tx 77082		281-920-1101 281-920-1102 FRANK@MADERO.NET	MB	M/Hispanic	TX
VS0000019943 Merita West Brashear Group, LLC 2105 Commerce Street Suite 200 Dallas Tx 75201		972-392-7340 214-550-2536 crm@mwbggroup.com	MDB	M/Asian	TX
V00000905113 OMEGA ENGINEERS, INC. 16420 Park Ten Place., Suite 520 Houston Tx 77084		2816479182 2816479184 scastaneda@omegaengineers.com	MDB	M/Hispanic	TX
GSW7111865 OTHON INC 11111 Wilcrest Green Dr Ste 128 Houston Tx 77042-4786		713-975-8555 713-975-9068 OTHONCORP@OTHON.COM	DB	M/Hispanic	TX
V00000908605 Outlier Engineering, PLLC 240 Oak Court New Braunfels Tx 78132		8308370242 astone@outlierengineeringpllc.com	WB	F/Caucasian	TX
QUET7094165 POWER & PROCESS DEVELOPMENTS 418 Clifton St Houston Tx 77011-4312		713-926-5840 713-926-0820	NON	/	TX
UNI8318182 UNINTECH CONSULTING ENGINEERS INC 2431 E Evans Rd. San Antonio Tx 78259		210-641-6003 210-641-8279 apeters@unintech.com	MWB	F/Asian	TX
WHE8316123 WHEATON ENGINEERING & 410 S Enterprize Pwy Corpus Christi Tx 78405-3913		361-299-1801 361-299-1804 MWHEATON@WHEATON-EES.COM	WB	F/Caucasian	TX
VS0000032961 YMW CONSULTANTS, LLC 510 Leafy Ridge San Antonio Tx 78251		210-240-1729 david.wood@ymwconsultants.com	MWB	F/African American	TX
<b>96877 SURVEY (NOT AERIAL OR RESEARCH</b>					
KUN7086405 KUNA ENTERPRISES INC 1610 Lakeshore Dr Abilene Tx 79602		325-665-5361 NICKKK@SBCGLOBAL.NET	MB	M/Asian	TX

**City of Austin  
Subcontract Vendor List - VCRCVS**

Solicitation No.: RFQS 6100 CLMP126 S Austin Wastewater Treatment Plant Electrical Substation #1  
Version No.: 1

Phase: 1

C Code & Description	Vend Code/Adr	Phone/Fax/Email	W/MB Code	G/E	LCTN
	UN18318182 UNINTECH CONSULTING ENGINEERS INC 2431 E Evans Rd. San Antonio Tx 78259	210-641-6003 210-641-8279 apeters@unitech.com	MWB	F/Asian	TX

Total in SLBP: 204  
Total Outside SLBP: 70

**360 Professional Services, Inc.**  
P.O. Box 3639  
Cedar Park Tx 78630

**Abacus Environment Inc**  
3440 Fordham Rd  
Dallas Tx 75216-4827

**Acme Architecture**  
1001 E 8th St  
Austin Tx 78702-3249

**Adv Consulting Engineers Inc**  
5524 Bee Caves Road, Suite I-4  
Austin Tx 78746-

**Aguirre & Fields Lp**  
12708 Riata Vista Circle Ste A-109  
Austin Tx 78727

**Alan Y Taniguchi Architect  
& Assoc Inc** 1609 W 6th St  
Austin Tx 78703-5059

**Alba Consulting Inc**  
2633 Mckinney Avenue Ste.130-368  
Dallas Tx 75204

**Alliance-Texas Engineering Company**  
11500 Metric Blvd Bldg M1, Ste 150  
Austin Tx 78758

**Ana D Gallo**  
1501 Barton Springs Rd #230  
Austin Tx 78704

**Arizpe Group Inc (The)**  
6330 E Hwy 290 Ste 375  
Austin Tx 78723-1156

**Asd Consultants Inc**  
8120 N Ih 35  
Austin Tx 78753

**Asia Trading Inc**  
13401 Wyoming Valley Dr  
Austin Tx 78727-3427

**Austin Architecture Plus Inc**  
1907 N Lamar Blvd Ste 260  
Austin Tx 78705-4900

**Austin Collaborative Design Studio, Pllc**  
515 Congress Ave, Ste 1600  
Austin Tx 78701

**Aviation Alliance Inc**  
Po Box 799  
Colleyville Tx 76034-0799

**Axiom Engineers Inc**  
13276 Research Blvd Ste 208  
Austin Tx 78750

**Azcarate & Associates Consulting Engineers,  
Llc**  
7920 Belt Line Road, Suite 930  
Dallas Tx 75254

**Baer Engineering & Environmental Consulting  
Inc**  
7756 Northcross Dr Ste 211  
Austin Tx 78757-1725

**Barnes Gromatzky Kosarek**  
1508 W. 5th Street, Suite 200  
Austin Tx 78703-5137

**Behram Consulting Engineers**  
807 Brazos St Ste 313  
Austin Tx 78701-2508

**Benz Resource Group Inc**  
1101-B E 6th St  
Austin Tx 78702

**Bg Technologies**  
2301 Denton Dr Ste A  
Austin Tx 78758-4527

**Blgy Inc**  
2204 Forbes Dr Ste 101  
Austin Tx 78754-5143

**Briones Consulting & Engineering Ltd**  
8118 Broadway  
San Antonio Tx 78209

**Cadman Design & Building Group(The)  
(The) 1603 Gouda Ct.**  
Cedar Park Tx 78613-

**Carter Design Assoc Inc**  
817 W 11th St  
Austin Tx 78701-2009

**Cas Consulting & Svcs Inc**  
7908 Cameron Rd  
Austin Tx 78754

**Cedillos & Wilson Llc**  
1101 Capital Of Texas Hwy. South Building H,  
Suite 100  
Austin Tx 78746

**Chan & Partners Engineering Llc**  
4319 James Casey St Ste 300  
Austin Tx 78745

**Chaparral Professional Land Surveying Inc**  
3500 Mccall Lane  
Austin Tx 78744

Civil Land Group Llc  
206 W Main St Ste 101  
Round Rock Tx 78664

Clottey Engineering Inc  
210 N Kings Canyon Dr  
Cedar Park Tx 78613-3043

Cng Engineering P L L C  
1917 N New Braunfels Ave Ste 201  
San Antonio Tx 78208-1419

Cotera + Reed Architects Inc  
812 San Antonio St., Ste. 406  
Austin Tx 78701

Crd Group, Llc  
9111 Jollyville Road, Suite 106  
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Crespo Consulting Services Inc  
4131 Spicewood Springs Rd #B2  
Austin Tx 78759-8658

Castleberry Engineering & Consulting, P.L.L.C.  
P.O. Box 40546  
Austin Tx 78704

Civiltude-Cjg Engineers, Llc  
5121 Bee Caves Rd, Suite 105a  
Austin Tx 78746

Connie Schroeder Engineering, Inc.  
238 Laura Lane  
Bastrop Tx 78602

Corsair Consulting Llc  
1442 Capital Of Texas Hwy N Plaza One, Suite  
500  
Austin Tx 78759

D. F. Noble Consulting, Llc  
1185 Taylor Ranch Road  
Wimberley Tx 78676

Datum Gojer Engineers L L C  
5929 Balcones Dr Ste 100  
Austin Tx 78731

Davcar Inc  
1010 Land Creek Cove Ste 200  
Austin Tx 78746-

Dk Studio, Pc  
611 West 15th Street  
Austin Tx 78701

Dorothy M Bothne  
14201 Sandy Meadow Circle  
Leander Tx 78641

Durand-Hollis Rupe Architects Inc  
14603 Huebner Rd Building 18  
San Antonio Tx 78230

Deborah L Ebersole  
306 Golf Crest Lane  
Lakeway Tx 78734

Delgado Daniels & Associates, Inc.  
4525 Grand Cypress Drive  
Austin Tx 78747

Eileen Merritt Inc  
912 S Capital Of Tx Hwy Ste 450  
Austin Tx 78746

Elizabeth Salaiz Architect Inc  
2305 Rundell Pl  
Austin Tx 78704-3027

Encotech Engineering Consultants Inc  
8500 Bluffstone Cove, #B-103  
Austin Tx 78759

Engineered Exteriors, Pllc  
13309 Kingman Drive  
Austin Tx 78729

Eckermann Engineering, Inc.  
1002 E 4th St Ste A  
Lampasas Tx 76550

Emily Rebekah Layton  
P.O. Box 791  
Austin Tx 78745

Facilities Resource Inc  
9737 Great Hills Trail Suite 305  
Austin Tx 78759

Fayez S Kazi  
411 W Saint Elmo Rd Unit #1  
Austin Tx 78745

Frank Lam & Assoc Inc  
508 W 16th St  
Austin Tx 78701-1502

Ferguson Consulting, Inc.  
37602 Tournament Lane  
Magnolia Tx 77355

Gc Engineering, Inc.  
2505 Park Avenue  
Pearland Tx 77581

Global Engineers Inc  
2501 Avenue N  
Austin Tx 78727

Gonzalez - De La Garza & Associates  
8313 Gallatin Dr  
Austin Tx 78736

Gorrondona & Assoc Inc  
4201 W Parmer Ln Sulte B-100  
Austin Tx 78727-4109

Gupta & Assoc Inc  
13626 Gamma Road  
Dallas Tx 75244-

Gamble Osgood Collaborative, Llc  
4015 Avenue D  
Austin Tx 78751

Garzabury, L.L.C.  
221 W. Sixth Street, Suite 380  
Austin Tx 78701

Govind Development, Llc  
2525 Wallingwood Dr, Bldg 7c, Ste J  
Austin Tx 78746

Greenearth Engineering, Inc  
2500 W William Cannon Dr Ste 201  
Austin Tx 78745

Grounds Anderson, Llc  
7700 San Felipe Ste 485  
Houston Tx 77063

Harkins Engineering Inc  
3300 Lost Oasis Hollow  
Austin Tx 78739-7603

Harutunian Engineering Inc  
305 E Huntland Dr Ste 500  
Austin Tx 78752-3730

Hejl Lee & Assoc Inc  
321 Ed Schmidt Blvd., Suite 100  
Hutto Tx 78634

Hilario N Arriaga  
6708 Dubuque Lane  
Austin Tx 78723

Holt Engineering Inc  
2220 Barton Skyway  
Austin Tx 78704-5737

Hvj Associates Inc  
6120 S Dairy Ashford  
Houston Tx 770072

Hayden Consultants, Inc.  
5646 Milton St. Suite 515  
Dallas Tx 75206

I T Gonzalez Engineers  
3501 Manor Rd  
Austin Tx 78723-5815

Ibarra Consulting Engineers Inc  
3131 Turtle Creek Blvd #1151  
Dallas Tx 75219-5445

Inland Geodetics L P  
1504 Chisholm Trl Rd Ste 103  
Round Rock Tx 78681-2900

Integrated Testing & Engineering Company Of  
Austin Inc  
2301 Denton Dr Ste B  
Austin Tx 78758

J33s Consulting Engineering Llc  
Po Box 1336  
Del Valle Tx 78617

Jaime Beaman Aia Inc  
3821 Juniper Trace, Suite 104  
Austin Tx 78738-

Jasmine Engineering Inc  
100 Congress Ave Ste 2000  
Austin Tx 78701

Jose I Guerra Inc  
2401 S Ih-35 Ste 210  
Austin Tx 78741-3823

Jacqui Dodson Aia Architecture And Interior  
Design Inc  
2105 Arpdale St  
Austin Tx 78704

Jaymark Engineering Corporation  
16000 Stuebner Airline Rd., Suite 320  
Spring Tx 77379

Jennifer H Latto  
1704 Mistywood Dr  
Austin Tx 78746

K Friese & Assoc Inc  
1120 S Capital Of Texas Hwy, The Setting II,  
Ste 100  
Austin Tx 78746

K+Cda Associated Architects  
817 W 11th St  
Austin Tx 78701-2009

Kb Pike Engineering Llc  
1801 South Mopac Suite 100  
Austin Tx 78746

Kuna Enterprises Inc  
1610 Lakeshore Dr  
Abilene Tx 79602

**Kurkjian Engineering Corp**  
111 W Anderson Ln Bldg D #202  
Austin Tx 78752-1132

**Karen A Mcgraw**  
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Austin Tx 78751

**Kelly Ann Barney**  
2632 Century Park Blvd. Unit 47  
Austin Tx 78727

**Kimberly L Mclaughlin**  
3235 Crested Creek Dr  
New Braunfels Tx 78130

**Lakeside Engineers Llc**  
1713 Palma Plaza  
Austin Tx 78703

**Lam+Dci, Llc**  
508 W 16th St  
Austin Tx 78701

**Landesign Services Inc**  
555 Round Rock West Drive, Bldg. D, Suite  
170  
Round Rock Tx 78681

**Landmark Surveying L P**  
2205 E. 5th Street  
Austin Tx 78702

**Ldp Consultants, Inc.**  
2115 Chantilly Ln  
Houston Tx 77018

**Leap Structures, Pllc**  
1000 E. Cesar Chavez Suite 201  
Austin Tx 78702

**Limbacher & Godfrey Inc**  
2124 E 6th St Unit 102  
Austin Tx 78702

**Llewelyn-Davies Sahni Inc**  
5120 Woodway Dr Ste 8010  
Houston Tx 77056-1708

**Lnv Inc**  
1101 Capital Of Tx Hwy S Suite C220  
Austin Tx 78746

**Loc Consultants Civil Division, Inc.**  
1000 E Cesar Chavez Street Suite 100  
Austin Tx 78702

**Lopez Seldel Architects Inc**  
237 W Travis St Ste 201  
San Antonio Tx 78205-1421

**Ls Johnston Architects**  
1313 E 6th St  
Austin Tx 78702-3301

**Lackey Commercial Properties, Llc**  
Po Box 830405  
San Antonio Tx 78283-0405

**Land Interactive, Llc**  
3009 Burning Oak Dr Suite 204  
Austin Tx 78704

**Landmark Civil Engineering Services, Pllc**  
7813 Callbram Lane  
Austin Tx 78736

**Macias & Associates Lp**  
5410 S 1st St  
Austin Tx 78745-3040

**Madero Engineers & Architects Llc**  
3315 Ashlock Dr  
Houston Tx 77082

**Maestas & Associates Inc**  
11550 Ih 10 W Ste 320  
San Antonio Tx 78230

**Mcgray & Mcgray Land Surveyors Inc**  
3301 Hancock Dr Ste 6  
Austin Tx 78731-5441

**Mckinney Architects Inc**  
1301 E 7th St  
Austin Tx 78702

**Mfh Engineering**  
5807 Highland Pass  
Austin Tx 78731

**Miro Rivera Architects Inc**  
505 Powell St  
Austin Tx 78703-5121

**Mwm Designgroup Inc**  
305 E Huntland Dr Ste 200  
Austin Tx 78752

**Aaldonado-Burkett Intelligent Transportation  
Systems, Llp**  
2205 Western Trails Blvd. Ste B  
Austin Tx 78745-1638

**Martin Barrera**  
4229 Mattie Street  
Austin Tx 78723

**Mbroh Engineering Inc.**  
12830 Hillcrest Road Suite 111  
Dallas Tx 75230

**Mcinnish Engineering, Plc**  
10601 Fm 2222 Suite R-128  
Austin Tx 78730

**Mehta West Brashear Group, Llc**  
2105 Commerce Steet Suite 200  
Dallas Tx 75201

**Michelle Robinson**  
Do Not  
Use Tx 0

**Negrete & Kolar Architects Llp**  
1601 E 7th St Ste 200  
Austin Tx 78702-5426

**Nellor Environmental Associates, Inc**  
4024 Walnut Clay Dr  
Austin Tx 78731

**Office For Local Architecture Llc**  
4105 Ave G Apt B  
Austin Tx 78751

**Omega Engineers, Inc.**  
16420 Park Ten Place., Suite 520  
Houston Tx 77084

**Oscar Rodriguez**  
13809 Turbine Dr  
Austin Tx 78728-7741

**Othon Inc**  
11111 Wilcrest Green Dr Ste 128  
Houston Tx 77042-4786

**Oakhill Engineering, Llc**  
5705 Janabyrd Lane  
Austin Tx 78749

**Outlier Engineering, Plc**  
240 Oak Court  
New Braunfels Tx 78132

**P E Structural Consultants Inc**  
8436 Spicewood Springs Rd  
Austin Tx 78759-6050

**Pavetex Engineering & Testing Inc**  
3989 Hwy 290 E  
Dripping Springs Tx 78620-4287

**Power & Process Developments  
Inc** 418 Clifton St  
Houston Tx 77011-4312

**Power Quality Engineering Inc**  
3061 Woodall Dr Bldg A  
Cedar Park Tx 78613-7225

**Professional Strucivil Engineers Inc**  
12710 Research Blvd. Suite 390  
Austin Tx 78759

**Providence Environmental Consulting Inc**  
112 Las Colinas Dr  
Georgetown Tx 78628-1019

**Pwrsolutions Inc**  
2777 North Stemmons Fwy Ste 1520  
Dallas Tx 75207-2225

**Reed Fire Protection Engineering Llc**  
14135 Midway Road Ste. G260  
Addison Tx 75001

**Rgt Engineering, Inc.**  
1000 Heritage Center Circle  
Round Rock Tx 78664

**RJ Rivera Assoc Inc**  
3200 Steck Ave Ste 220  
Austin Tx 78757-8075

**Robert W. Schaeffer**  
P.O. Box 125 1214 W Moss  
Paint Rock Tx 76866

**Rodriguez Engineering Bridge Inspectio**  
8137 Osborne Dr  
Austin Tx 78729-8074

**Rodriguez Transportation Group  
Inc** 11211 Taylor Draper Ln Ste 100  
Austin Tx 78759

**Rods Subsurface Utility Engineering, Inc.**  
6810 Lee Road Suite 300  
Spring Tx 77379

**Regional Engineering Inc.**  
818 Wagon Trail Suit # 102  
Austin Tx 78758

**Rios Engineering, Llc**  
609 Irma Dr  
Austin Tx 78752

**Rogers Moore Engineers, Llc**  
221 West 6th Street Suite 826  
Austin Tx 78701

**Site Specifics Inc**  
700 N Lamar Blvd Ste 200a  
Austin Tx 78703-5430

**Stansberry Engineering Co.**  
Po Box 309  
Manchaca Tx 78652-0309

Steinman Luevano Structures Llp  
5901 Old Fredericksburg Rd B101  
Austin Tx 78749

Structurespe L L P  
1018 W 11th St Ste 100  
Austin Tx 78703-4987

Studio 8 Architects Inc  
611 W 15th St  
Austin Tx 78701

Sunland Group Inc  
1033 La Posada Suite 370  
Austin Tx 78752

Susan H Welker  
4911 Rollingwood Dr  
Austin Tx 78746

Susan Roth Consulting Llc  
4111 Tablerock Dr  
Austin Tx 78731

Swayzer Engineering Inc  
3102 Maple Ave Ste 450  
Dallas Tx 75201-1261

Seller/Lankes Group  
Po Box 2186  
Round Rock Tx 78680

The Lauck Group Inc  
1801 Lavaca St Ste 108  
Austin Tx 78701

Third Land Inc  
P.O. Box 162137  
Austin Tx 78716-

Transtec Group Inc  
6111 Balcones Dr  
Austin Tx 78731-

Tricia Altamirano  
Consulting Engineer Inc 1101 S Cap Of Tx Hwy  
Ste 210d  
Austin Tx 78746-6438

Tsenstructural Llc  
906 E 53 1/2 St  
Austin Tx 78751

Texas Energy Engineering Services, Inc.  
1301 S. Capital Of Texas Highway Suite B-325  
Austin Tx 78746

Texas Engineering Solutions, Llc  
5000 Bee Caves Rd Suite 206  
Austin Tx 78746

Unitech Consulting Engineers Inc  
2431 E Evans Rd.  
San Antonio Tx 78259

Urban Design Group  
3660 Stoneridge Rd Ste E101  
Austin Tx 78746-7759

Ute Consultants Inc  
307 E 2nd Street  
Austin Tx 78701

V&A Consulting Engineers Inc  
155 Grand Ave Ste 700  
Oakland Ca 94612-3592

Vealenzuela Preservation Studio Llc  
4401 Hoffman Drive  
Austin Tx 78749

Vickrey & Assoc Inc  
1717 W 6th St Ste 234, Hartland Plaza  
Austin Tx 78703

Voltair Consulting Engineers Llc  
1102 Pinemont Dr Ste B6  
Houston Tx 77018

W&D Enterprises, L.L.C.  
1747 Fort Grant Dr.  
Round Rock Tx 78665

Walker Texas Surveyors Inc  
Po Box 324  
Cedar Park Tx 78630-0324

Way Consulting Engineers Inc  
11615 Angus Rd Ste 119  
Austin Tx 78759-4004

Westeast Design Group L L C  
200 E Grayson St Ste 207  
San Antonio Tx 78215-1267

Wheaton Engineering &  
Environmental Science L L C 410 S Enterprize  
Pwy  
Corpus Christi Tx 78405-3913

Watearth, Inc.  
P.O. Box 10194  
Houston Tx 77206-0194

Ymw Consultants, Llc  
510 Leafy Ridge  
San Antonio Tx 78251

Zamora Llc  
1435 S Loop 4  
Buda Tx 78610

**Alb + Blair Architects & Associates 2, Llc**  
**9995 Monroe Dr., Ste. 207**  
**Dallas Tx 75220**





**FORM 1**  
**PRIME FIRM GENERAL INFORMATION**

Solicitation Number: CLMP126

Project Name: South Austin Regional Wastewater Treatment Plant - Electrical  
 Substation No. 1 Replacement

Firm Name:	
Firm Address:	
Headquarter Address if different than firm address listed	
Telephone number:	
Federal Tax ID Number:	
Contact Person (Person City should contact for questions with submittal):	
COA Vendor Registration Number:	
Address of contact person:	
Phone number of contract person:	
E-mail Address of contact person:	
Year of Registration:	
<i>If submitting as a joint venture, the following information is required for each joint venture firm.</i>	
Firm Name	
Participating Firms Percentage of Control:	
Number of Years in Business:	
Organization Type:	
Date of Organization (MM/YYYY):	
Date of Predecessor Organization:	

Add Additional Joint Venture Firm

## Office Personnel List of Principals and Titles:

Name of Principal		
Title		
Add Additional Principals		
Personnel Other Than Principals		
Total number of employees in firm		
Number of registered environmental engineers		
Number of registered civil engineers		
Number of other registered engineers		
Number of other professionals		
Number of Support Personnel		
<b>Insurance Information</b>		
Worker's Compensation and Employers' Liability Insurance		
<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Commercial General Liability Insurance		
<input type="checkbox"/> Yes	<input type="checkbox"/> No	If "yes", please state limits.
Business Automobile Liability Insurance		
<input type="checkbox"/> Yes	<input type="checkbox"/> No	If "yes", please state limits.
Professional Liability Insurance		
<input type="checkbox"/> Yes	<input type="checkbox"/> No	If "yes", please state limits.

**SUBCONSULTANT INFORMATION**

Complete the MBE/WBE Compliance Plan in the MBE/WBE Procurement Program package. All subconsultant recommendations will be subject to approval by the City. If for any reason an MBE or WBE subconsultant must be replaced, the prime consultant firm will be required to make good faith efforts to replace with another MBE or WBE.

Attach a letter from each subconsultant on the proposed team, confirming that they have been contacted and are prepared to provide services for the project.

<b>Addenda</b>			
Addendum No.	Date	Received By	
			Add another addendum

**OTHER CONSIDERATIONS**

Describe the quantity and nature of any work, interest in work, partnership interest, land ownership or other interest in any project, property or business dealing within the proposed project area or past or current business relationship which may give rise to a potential conflict of interest for your firm or associated firms in the execution of this project.





**FORM 2**  
**AFFIDAVIT OF AUTHENTICATION**

Solicitation Number: CLMP126

Project Name: S. Austin Regional WW Treatment Plant - Elec Substation #1 Replacement

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Entities submitting qualification statements shall provide authentication that the electronic version (CD or flash drive) of the Statement of Qualifications is an exact duplicate of the 'Original' hard copy submittal. The City of Austin is not responsible for discrepancies between the submitting firm's electronic version and 'Original' hard copy submittal. The City of Austin reserves the right to use the electronic version as an 'Original'.

I hereby certify that the electronic version of the Statement of Qualifications submitted is an exact duplicate of the 'Original' hard copy. I understand if there are discrepancies between the hard copy 'Original' and the electronic version, we may be deemed non-responsive.

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

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

Printed Name: \_\_\_\_\_

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

Firm/Entity: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_

**END**





### FORM 3

## PRIME FIRM'S EEO PROGRAM AND TITLE VI ASSURANCES

Solicitation Number: CLMP126

Project Name: S Aus Region WW Treatment Plant-Elec Substation #1 Replace

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**City of Austin, Texas  
Human Rights Commission**

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Consultants.

**Sec. 4-2 Discriminatory Employment Practices Prohibited.** (B) As an Equal Employment Opportunity (EEO) employer, the Consultant will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of Consultant, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Consultants in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require compliance with provisions of this chapter by all subconsultants having fifteen or more employees who hold any subcontract providing for expenditure of \$2,000.00 or more in connection with any Agreement with OWNER subject to the terms of this chapter.

For the purposes of this statement of qualifications and any resulting Professional Services Agreement, Consultant adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

**City of Austin**

**Minimum Standard Nondiscrimination in Employment Policy**

As an Equal Employment Opportunity (EEO) employer, the Consultant will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Consultant will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Consultant agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Consultant has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Consultant's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Consultant's policy, but will also supersede the Consultant's policy to the extent of any conflict.

*UPON CONTRACT AWARD, THE CONSULTANT SHALL PROVIDE A COPY TO THE CITY OF THE CONSULTANT'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, OR THIS NONDISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONSULTANT FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONSULTANT'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.*

**Sanctions:**

Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the Agreement and suspension from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

**Term:**

The Consultant agrees that this Form 3 or the Consultant's separate conforming policy, which the Consultant has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Consultant further agrees that, in consideration of the receipt of

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continued contract payments, the Consultant's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Agreement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

CONSULTANT \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Title \_\_\_\_\_

**END**

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**APPENDIX A**  
**OF THE TITLE VI ASSURANCES**

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor" agrees as follows:

1. Compliance with Regulations: The contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contract for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its book, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:
  - (a) withholding of payments to the contractor under the contract until the contractor complies, and or (b) cancellation, termination or suspension of the contract, in whole or in part.

6. Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(DOT 1050.2, 08/24/71)

Signature:

Printed Name:

Title:

Company:

Date:

END





## FORM 4

# AFFIDAVIT OF NON-COLLUSION, NON-CONFLICT OF INTEREST AND ANTI-LOBBYING

Solicitation Number: CLMP126

Project Name: S Aus Region WW Treatment Plant - Elec Substation #1 Replace

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State of Texas

County of Travis

The undersigned "Affiant" is a duly authorized representative of the Responder for the purpose of making this Affidavit, and, after being first duly sworn, has deposed and stated and hereby deposes and states, to the best of his or her personal knowledge and belief as follows:

The term "Respondent", as used herein, includes the individual or business entity submitting the response and for the purpose of this Affidavit includes the directors, officers, partners, managers, members, principals, owners, agents, representatives, employees, other parties in interest of the Respondent, and anyone or any entity acting for or on behalf of the Respondent, including a subconsultant in connection with this response.

The terms "City" and "Owner" are synonymous.

1. **Anti-Collusion Statement.** The Respondent has not and will not in any way directly or indirectly:
  - a. colluded, conspired, or agreed with any other person, firm, corporation, respondent or potential respondent to the amount of this response or the terms or conditions of this response.
  - b. paid or agreed to pay any other person, firm, corporation, respondent or potential respondent any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached response or the response of any other respondent.
2. **Preparation of Invitation for Response and Contract Documents .** The Respondent has not received any compensation or a promise of compensation for participating in the preparation or development of the underlying response or contract documents. In addition, the Respondent has not otherwise participated in the preparation or development of the underlying response or contract documents, except to the extent of any comments or questions and responses in the solicitation process, which are available to all respondents, so as to have an unfair advantage over other respondents, provided that the Respondent may have provided relevant product or process information to a consultant in the normal course of its business.
3. **Participation in Decision Making Process.** The Respondent has not participated in the evaluation of responses or proposals or other decision making process for this solicitation, and, if Respondent is awarded a contract hereunder, no individual, agent, representative, consultant or sub contractor or consultant associated with Respondent, who may have been

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involved in the evaluation or other decision making process for this solicitation, will have any direct or indirect financial interest in the Contract, provided that the Respondent may have provided relevant product or process information to a contractor or another consultant in the normal course of its business.

4. **Present Knowledge.** Respondent is not presently aware of any potential or actual conflicts of interest regarding this solicitation, which either enabled Respondent to obtain an advantage over other Respondents or would prevent Respondent from advancing the best interests of OWNER in the course of the performance of the Contract.
5. **City Code.** As provided in Sections 2-7-61 through 2-7-65 of the City Code, no individual with a substantial interest in Respondent is a City official or employee or is related to any City official or employee within the first or second degree of consanguinity or affinity.
6. **Chapter 176 Conflict of Interest Disclosure.** In accordance with Chapter 176 of the Texas Local Government Code, the Respondent:
  - a. does not have an employment or other business relationship with any local government officer of OWNER or a family member of that officer that results in the officer of family member receiving taxable income;
  - b. has not given a local government officer of OWNER one or more gifts, other than gifts of food lodging transportation or entertainment accepted as a guest, that have an aggregate value of more than \$250 in the twelve month period preceding the date the officer becomes aware of the execution of the Contract or that OWNER is considering doing business with the Respondent.

As required by Chapter 176, Respondent must have filed a Conflicts of Interest Questionnaire with the Purchasing Department no later than the seventh business day after the commencement of contract discussions or negotiations with the City or the submission of a Response, response to a request for proposals, or other writing related to a potential contract with OWNER. The questionnaire must be updated not later than the seventh day after the date of an event that would make a statement in the questionnaire inaccurate or incomplete. There are statutory penalties for failure to comply with Chapter 176.

7. **Anti-Lobbying Ordinance.** As set forth in Attachment 2 of the solicitation documents, between the date that the Invitation for Response was issued and the date of full execution of the Contract, Respondent has not made and will not make a representation to a member of the City Council, a member of a City Board, or any other official, employee or agent of the City, other than the authorized contact person for the solicitation, except as permitted by the Ordinance

If the Respondent cannot affirmatively swear and subscribe to the forgoing statements, the Respondent shall provide a detailed written explanation in the space provided below or, as necessary, on separate pages to be annexed hereto.

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

Printed Name:

Title:

Firm/Entity:

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_ My Commission Expires \_\_\_\_\_

Notary Public

**RESPONDENT'S EXPLANATION:**

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**Include the entire Affidavit, Pages 1 – 3.**

**END**





**FORM 5**  
**AFFIDAVIT OF AVAILABILITY**

Solicitation Number: CLMP126

Project Name: S Aus Region WW Treatment Plant - Elec Substation #1 Replace

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Entities submitting qualification statements, including prime firms and subconsultants, shall have adequate current staff (including professionals registered in applicable fields, other professionals, and technicians) to competently and efficiently perform the work. The prime firm and subconsultants must commit that staff proposed in this submittal will be available to perform the proposed work within the anticipated project schedule.

In addition, prime firms who list individuals in Consideration Item 4 - Experience of Key Personnel must commit that those individuals are indeed employed by the prime firm and are not contracted employees.

I hereby certify that our staff and the staff of our subconsultants proposed in this submittal are available to perform the proposed work in a competent and efficient manner. In the event an individual proposed in this submittal is not available, I understand that after contract award we will be required to submit a change request with an individual equally or more qualified, which is subject to review and approval by the City. In the event the City does not approve the change request, I understand our firm will no longer be awarded the contract.

I hereby certify that the individuals listed in Consideration Item 4 - Experience of Key Personnel are employed by the prime firm and are not contracted employees.

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

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

Printed Name: \_\_\_\_\_

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

Firm/Entity: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_

**END**





**FORM 6  
AFFIDAVIT OF CONTRACT EXECUTION**

Solicitation Number: CLMP126

Project Name: S Aus Region WW Treatment Plant - Elec Substation #1 Replace

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Entities submitting qualification statements shall be prepared to be responsive to City staff following Council award in providing documents required for contract execution, including but not limited to insurance, corporate resolution, hourly rate information and non-discrimination policy. The prime firm must commit to meeting schedules and deadlines set by City staff in order to execute the contract in a timely manner.

I hereby certify that following Council award, our firm will be responsive to City staff in submitting the required documents by the deadlines set forth by City staff. I understand that if we do not meet this requirement, contract negotiations will cease. I also understand if we do not submit this completed form with our Statement of Qualifications, we will be deemed non-responsive.

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

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

Printed Name: \_\_\_\_\_

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

Firm/Entity: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_

**END**





**FORM 7  
EXPERIENCE OF PROJECT MANAGER**

Solicitation Number: CLMP126

Project Name: S. Aus Region WW Treatment Plant - Elec Substation #1 Replacement

Firm Name:	
*Name of Project Manager:	
Current Years of Experience:	
Registration Number:	
Year of Registration:	

**\*[If licensed, list name as shown on registration with Texas Board of Professional Engineers (TBPE) or Texas Board of Architectural Examiners (TBAE)]**

*(The following information is required for each project. Provide no more than one page per project. Refer to the Evaluation Criteria for the number of projects required and timeframe.)*

Project Name/Location:	
Firm Name Work Performed Under:	
Year Completed:	
Construction Cost:	
Name of Client/Owner's Representative:	
Title of Client/Owner's Representative	
Address of Client/Owner's Representative:	
Phone number of Client/Owner's Representative:	
Project Description:	
Work performed by Individual:	
Add Another Project	





**FORM 8  
EXPERIENCE OF PROJECT PROFESSIONAL**

Solicitation Number: CLMP126

Project Name: S Aus Region WW Treatment Plant-Elec Substation #1 Replacement

Firm Name:	
*Name of Project Engineer	
Current Years of Experience:	
Registration Number:	
Year of Registration:	

**\*[List name as shown on registration with Texas Board of Professional Engineers (TBPE) or Texas Board of Architectural Examiners (TBAE)]**

*(The following information is required for each project. Provide no more than one page per project. Refer to the Evaluation Criteria for the number of projects required and timeframe.)*

Project Name/Location:	
Firm Name Work Performed Under:	
Year Completed:	
Construction Cost:	
Name of Client/Owner's Representative:	
Title of Client/Owner's Representative:	
Address of Client/Owner's Representative:	
Phone number of Client/Owner's Representative:	
Project Description:	
Work performed by Individual:	
Add Another Project	





**FORM 9  
EXPERIENCE OF PROJECT PRINCIPAL**

Solicitation Number: CLMP126

Project Name: S Austin Region WW Treatment Plant - Elec Substation #1 Replace

Firm Name:	
Project Principal	
Current Years of Experience	

*(The following information is required for each project. Provide no more than one page per project. Refer to the Evaluation Criteria for the number of projects required and timeframe.)*

Project Name/Location:	
Firm Name Work Performed Under:	
Year Completed:	
Construction Cost:	
Name of Client/Owner's Representative:	
Title of Client/Owner's Representative:	
Address of Client/Owner's Representative:	
Phone number of Client/Owner's Representative:	
Project Description:	
Work performed by Project Principal:	
Add Another Project	





**FORM 10**  
**PRIME FIRM'S COMPARABLE PROJECT EXPERIENCE**

Solicitation Number: CLMP126

Project Name: S Austin Region WW Treatment Plant - Elec Substation #1 Replace

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Firm Name:

*(The following information is required for each project. Provide no more than one page per project. Refer to the Evaluation Criteria for the number of projects required and timeframe.)*

Project 1	
Project Name/Location:	
Date Completed: Month/Year:	
Client or Owner's Representative	
Construction Cost:	
Project Description:	
Services Provided:	
Add Another Project	





**FORM 11**

**MAJOR SCOPES OF WORK - COMPARABLE PROJECT EXPERIENCE**

Solicitation Number: CLMP126

Project Name: S Aus Region WW Treatment Plant-Elec Substation #1 Replacement

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Scope of Work:	
Firm Name:	

*(The following information is required for each project. Provide no more than one page per scope of work per firm. Refer to the Evaluation Criteria for the number of projects required and timeframe.)*

Project 1	
Project Name/Location:	
Date Completed: Month/Year:	
Name of Client or Owner's Representative	
Construction Cost:	
Project Description:	
Services Provided:	
Add Another Project	



**AGREEMENT BETWEEN THE CITY OF  
AUSTIN, TEXAS AND CONSULTANT**

This AGREEMENT made as of this \_\_\_\_\_ day of \_\_\_\_\_,

**BETWEEN:** The City of Austin, Texas, a Municipal Corporation situated in  
Travis County, Texas  
P.O. Box 1088  
Austin, Texas 78767

hereinafter referred to as "OWNER",

and:

(Name of Firm)

hereinafter referred to as "CONSULTANT",

For the following PROJECT:

CIP ID:

(enter project description)

The OWNER is represented herein for all purposes of this AGREEMENT by the Director of the Department of Public Works, or such other representative as may be authorized by the City Manager of the City of Austin.

The CONSULTANT employs professionals duly licensed to practice in the State of Texas, has the professional abilities, experience, expertise and facilities to provide such professional services, and agrees to undertake and furnish said services in accordance with this AGREEMENT.

The OWNER and the CONSULTANT agree to the terms and conditions of AGREEMENT specified in the General Terms and Conditions and the Supplemental Terms and Conditions, attached hereto and made a part of this AGREEMENT.

This AGREEMENT is executed to be effective upon the date of the last party to sign.

City of Austin, OWNER  
P.O. Box 1088  
Austin, Texas 78767

(Name of Firm), CONSULTANT

(Address of Firm)

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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

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

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

Approved As To Form:

Attest:

By: \_\_\_\_\_  
Assistant City Attorney

By: \_\_\_\_\_  
Secretary, if a Corporation

The CONSULTANT is bound by a Code of Ethics and guided by rules and restrictions of a State licensing board. Contact the appropriate licensing board if an issue regarding ethics or the practice of consulting arises.

**END**

TEMPLATE

**PROFESSIONAL SERVICES AGREEMENT  
GENERAL CONDITIONS OF THE AGREEMENT**

**General Conditions Table of Contents**

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TEMPLATE

**SECTION 1 - CONSULTANT'S RESPONSIBILITIES**

**1.0 General**

The CONSULTANT will serve as the OWNER'S professional consultant in those phases of the PROJECT as stated in the **Supplemental Terms and Conditions of this AGREEMENT**, and will consult and advise the OWNER during the performance of the CONSULTANT's services. The OWNER agrees to compensate the CONSULTANT for those services in accordance with Section 5. CONSULTANT shall report to OWNER's designated PROJECT Manager as defined in subparagraph 11.7.1.1 of the **Supplemental Terms and Conditions of this AGREEMENT**.

**1.1 Performance of Services**

The CONSULTANT will perform services under this AGREEMENT with the degree of skill and diligence normally practiced by professional engineers, architects, or consultants performing the same or similar services.

1.1.1 The CONSULTANT's employees and the CONSULTANT's associated subconsultants to be used in the performance of PROJECT professional services (as described in subsection 1.4) are identified in Attachment 2. The CONSULTANT must disclose any potential conflict of interest relating to the CONSULTANT, the CONSULTANT's employees, a subconsultant or supplier. Failure to disclose any such conflicts may be grounds for termination under subsection 7.5 of this AGREEMENT by the OWNER.

1.1.2 The person identified as PROJECT manager by the CONSULTANT, identified in Attachment 2, must be employed by the CONSULTANT.

1.1.3 The CONSULTANT is registered to do business with the OWNER and is responsible for ensuring that all subconsultants are registered as vendors with the City of Austin. All subconsultants have been registered with the OWNER prior to execution of this AGREEMENT.

1.1.4 The CONSULTANT agrees not to modify any subconsultant's design after subconsultant's seal has been affixed except with written consent of the subconsultant. The CONSULTANT is fully responsible for the subconsultants' performance and obligations under this AGREEMENT.

1.1.5 The CONSULTANT's key employees and the CONSULTANT's associated subconsultants to be employed in the performance of the PROJECT professional services, shall not be changed except with the OWNER's prior written approval, which will not be unreasonably withheld.

1.1.6 The CONSULTANT shall obtain OWNER's written approval prior to terminating, adding or substituting subconsultants. In the event that the CONSULTANT proposes to add, substitute, or terminate an identified "Minority-Owned Business Enterprise" (MBE) or a "Women-Owned Business Enterprise" (WBE) certified subconsultant firm from its employ on this PROJECT, the CONSULTANT shall comply with the City of Austin MBE/WBE Program, Chapter 2-9A, Austin City Code, and the goals established in the PROJECT solicitation. If the CONSULTANT is unable to substitute a subconsultant firm in compliance with the Austin City Code, the CONSULTANT shall provide OWNER with written documentation of their good faith efforts to acquire the services of a MBE/WBE replacement firm. All requests to change the CONSULTANT's MBE/WBE Compliance Plan must include documentation to support the request.

**PROFESSIONAL SERVICES AGREEMENT  
GENERAL CONDITIONS OF THE AGREEMENT**

1.1.7 If the OWNER notifies the CONSULTANT that a member of the CONSULTANT's team, including subconsultants, is incompetent, disorderly, abusive, or disobedient, or has knowingly or repeatedly violated any federal, state, or local law, the CONSULTANT shall immediately remove any such person from performing work on the PROJECT. The OWNER's prior written consent must be obtained before any such person may be reinstated. Replacement of any subconsultant removed from the PROJECT must be in accordance with paragraph 1.1.6. The OWNER may report any breaches of professional codes of ethics to the appropriate licensing board.

1.1.8 The CONSULTANT will attend and draft complete minutes of each PROJECT design and construction meeting between CONSULTANT and OWNER and/or CONSULTANT and other agencies, and submit them to OWNER for approval within seven (7) calendar days after each PROJECT conference.

1.1.9 The CONSULTANT shall prepare and submit all appropriate permit applications and supporting drawings, specifications and other documents in the name of the City of Austin to utility companies and providers and governmental authorities having jurisdiction over the PROJECT and shall obtain all approvals and all development and building permits necessary to complete the PROJECT in accordance with the PROJECT Resource Allocation Plan (RAP) described in Section 4, or as otherwise specified by OWNER. Development and permitting fees may be paid for in one of the following methods as mutually agreed:

- (a) Paid by CONSULTANT and billed to OWNER as a reimbursable or
- (b) Payment coordinated through the OWNER using an internal payment transfer document.

1.1.10 The CONSULTANT agrees to attend and make presentations, as specified in the attached scope of services (Attachment 5) as Basic Services, including (i) Board and Commission meetings, (ii) public meetings, and (iii) internal City of Austin meetings. Any other presentations required by OWNER will be considered Additional Services in accordance with Paragraph 1.4.6 of the **Supplemental Terms and Conditions of this AGREEMENT** and paid for in accordance with Paragraph 5.1.3.

1.1.11 The CONSULTANT shall not knowingly specify, request or approve for use any asbestos containing materials or lead-based paint without the OWNER's prior written approval. For materials specified on the basis of performance criteria, the CONSULTANT shall include a requirement in the specifications effectively stating that "Asbestos containing materials or lead-based paint are prohibited from being used in the project." When a specific product is specified, the CONSULTANT shall make best efforts to verify that the product does not include asbestos containing material. The CONSULTANT agrees to execute a Statement of Non-Inclusion of Asbestos Containing Material, on a form provided by OWNER, both prior to design and upon completion of the Construction Documents Phase.

1.1.12 The CONSULTANT shall prohibit discrimination in employment based upon race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age, in compliance with Chapter 5-4-2, Austin City Code. A copy of the CONSULTANT's non-discrimination policy has been provided prior to execution of this AGREEMENT.

## **1.2 Laboratory Services**

If laboratory services are provided for the PROJECT by the CONSULTANT or its subconsultant(s) through this AGREEMENT, these services must be performed by a properly accredited laboratory. The CONSULTANT will provide evidence to the OWNER of such accreditation on an annual basis for the duration of this AGREEMENT.

## **1.3. Quality Control Plan (QCP)**

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1.3.1 The CONSULTANT agrees to perform quality assurance-quality control/ constructability reviews in accordance with the CONSULTANT's approved Quality Control Plan (QCP) work plan described in Attachment 3, that is incorporated by reference and which includes any subsequent revisions approved by OWNER. The QCP is to be submitted to the OWNER for approval within fourteen (14) calendar days after the OWNER's issuance of a Notice to Proceed to the CONSULTANT. In addition to providing the reports required by the QCP, the CONSULTANT agrees to address any QCP comments from the OWNER and provide resolution to the OWNER's satisfaction. In the event the OWNER retains a separate consultant to perform additional QCP services for the OWNER, the CONSULTANT will provide all necessary information to the OWNER, address any comments from the OWNER's consultant, and provide resolution to the OWNER's satisfaction. The CONSULTANT shall include this language in all its subconsultant contracts to ensure subconsultants understand their responsibility for complying with the OWNER's or OWNER's consultant's QCP requirements.

1.3.2 The QCP reviews will be performed by a staff member of the CONSULTANT not involved in day-to-day PROJECT tasks. If the CONSULTANT does not have the internal staff capacity to provide for this independent review, the CONSULTANT must include a QCP subconsultant on the PROJECT team. The person performing the QCP reviews shall certify, seal and attest that the final construction bid documents have been drafted in full compliance with the QCP.

1.3.3 The CONSULTANT will perform QCP reviews at intervals during the design phase, specified in the QCP, to ensure plans, specifications, and drawings satisfy accepted quality standards and meet the requirements of the PROJECT scope. Based on the findings of the QCP reviews, the CONSULTANT must reconcile the project scope and budget as needed. Documentation will be included that verifies interdisciplinary coordination has occurred.

1.3.4 The CONSULTANT will perform constructability reviews, using persons with construction experience, at appropriate intervals, during the design phase, specified in the QCP to ensure that the PROJECT is buildable, as well as cost-effective, biddable, and maintainable. Based on the findings of the constructability reviews, the CONSULTANT shall redesign the PROJECT, as required, to conform to the Fixed Construction Budget as described in Section 3.3. The CONSULTANT will provide interim construction estimates to verify that the PROJECT is within the Fixed Construction Budget as further described in the phase descriptions in the **Supplemental Terms and Conditions of this AGREEMENT**.

1.3.5 Acceptance and/or approval of the CONSULTANT's QCP documentation by the OWNER do not constitute a release of the responsibilities and liability of the CONSULTANT for the accuracy and competency of its QCP reviews and final construction documents.

**1.4 Basic Services**

The CONSULTANT will, in the scope of their work and in conformance with the approved PROJECT Resource Allocation Plan (RAP), perform the basic services described in 1.4.1 et seq of the **Supplemental Terms and Conditions of this AGREEMENT**. These basic services shall be provided in phases and/or parts only as authorized by the OWNER (in subsequent written Supplemental Amendments to proceed).

**SECTION 2 - OWNER'S RESPONSIBILITIES**

- 2.1 The OWNER will:
  - 2.1.1 Provide its requirements for the PROJECT.
  - 2.1.2 Designate the OWNER's Project Manager.

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2.1.3 Provide a "Fixed Construction Budget for the PROJECT" as defined in subsection 3.1 prior to negotiation of this AGREEMENT.

2.1.4 Assist CONSULTANT by placing at their disposal readily available (i) reports; (ii) property, boundary, easement, right-of-way, topographic and utility surveys; (iii) zoning and deed restrictions; and (iv) other data relevant to the development of the PROJECT.

2.1.5 Assist CONSULTANT in gaining entry to public property and private property, only when necessary, as may be required by the CONSULTANT in the performance of their services under this AGREEMENT.

2.1.6 Review and provide written comments on documents and questions presented by the CONSULTANT and render decisions pertaining thereto within seven (7) calendar days. The OWNER will review and provide written comments on periodic plan and specifications submittals within fourteen (14) calendar days. OWNER shall immediately notify CONSULTANT if additional time is needed.

2.1.7 Give prompt written notice to the CONSULTANT whenever the OWNER observes or otherwise becomes aware of any defect in the CONSULTANT's work product or services.

2.1.8 Direct CONSULTANT, by way of written Supplemental Amendment to this AGREEMENT (see Subsection 4.2), to provide any necessary Additional Services beyond those authorized in the approved PROJECT RAP or as stipulated in the **Supplemental Terms and Conditions of this AGREEMENT**.

**SECTION 3 - FIXED CONSTRUCTION BUDGET**

3.1 The "Fixed Construction Budget" means the amount allocated by OWNER for the PROJECT construction contract, which can only be adjusted by OWNER's prior written approval.

3.2 Fixed Construction Budget does not include the compensation of the CONSULTANT and the CONSULTANT'S subconsultants, the cost of the land, rights-of-way, or other costs which are the responsibility of the OWNER.

**3.3 Responsibility for Fixed Construction Budget**

3.3.1 CONSULTANT is responsible for designing the PROJECT to be constructible within the Fixed Construction Budget. The CONSULTANT will determine what materials, equipment, component systems and types of construction to include in the Contract Documents, make reasonable adjustments in the scope of the PROJECT with the OWNER's consent, and, with the OWNER's approval, develop bid alternates.

3.3.2 If the Fixed Construction Budget is exceeded by the lowest responsible bid, the OWNER shall either:

- (1) give written approval of an increase in the Fixed Construction Budget;
- (2) authorize rebidding of the PROJECT within a reasonable time;
- (3) abandon the PROJECT; or
- (4) cooperate in revising the PROJECT scope and quality as required to reduce the construction cost.

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In the case of (2) and/or (4), the CONSULTANT, without additional compensation, shall perform those services to produce the Drawings and Specifications as necessary to comply with the Fixed Construction Budget provided that the bidding or rebidding processes occur within six (6) months of the date that the CONSULTANT delivered the final bid documents to OWNER. If the bidding or rebidding processes occur after that six (6) month period, the CONSULTANT is entitled to additional compensation.

**3.3.3 Bid Alternates**

3.3.3.1 If, under the OWNER's direction, the CONSULTANT prepares the bid documents to include bid alternates as a means to keep the PROJECT cost within the Fixed Construction Budget, the CONSULTANT's compensation will remain the established fee amount irrespective of the outcome of bids. In the event the base bid is not within the Fixed Construction Budget, Paragraph 3.3.2 of this AGREEMENT governs. The OWNER's acceptance of the base bid or bid alternates will not change the CONSULTANT's fee amount.

3.3.3.2 If, under the OWNER's direction, the CONSULTANT prepares bid documents that include bid alternates, and OWNER has advised CONSULTANT that such alternates may not be within the Fixed Construction Budget, the CONSULTANT must track the cost of any such alternates. Compensation for the requested bid alternates will be as follows:

(1) If the bid for the alternates requested by OWNER is within the Fixed Construction Budget, there is no change in the fee.

(2) Otherwise, the work to reconfigure the Bid Documents to include the requested bid alternates will be considered Additional Services with compensation to be determined in accordance with Subsection 5.1 of this AGREEMENT.

**SECTION 4 - RESOURCE ALLOCATION PLAN (RAP)**

4.1 The CONSULTANT agrees to complete the phases of services in accordance with the approved PROJECT Resource Allocation Plan (RAP), which is Attachment 1 of this AGREEMENT, and the applicable standard of professional care. A specific time period will be set for each phase.

**4.2 Supplemental Amendments**

4.2.1 Before additional work may be performed or additional costs incurred beyond what is specified in the approved PROJECT RAP, both parties must execute a written Supplemental Amendment. The OWNER is not responsible for actions by the CONSULTANT or any costs incurred by the CONSULTANT relating to additional work prior to the execution of the Supplemental Amendment. Any amendment must be executed within the time period established in the PROJECT RAP.

4.2.1.1 More Time Needed. If the CONSULTANT determines or reasonably anticipates that the PROJECT cannot be completed before the specified completion date, the CONSULTANT shall submit a RAP revision to the OWNER for approval. The OWNER may, at its sole discretion, extend the authorized PROJECT period.

4.2.1.2 Changes in Scope. Changes that would modify the scope of work authorized for the PROJECT must be established by a Supplemental Amendment. If the change in scope affects the schedule or CONSULTANT's fee for the PROJECT, the CONSULTANT shall prepare a revised PROJECT budget and RAP for the OWNER's approval.

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4.2.1.3 Rate Revisions. The City will consider annual revisions to the rates shown in Attachment 2 only if requested by the CONSULTANT and will issue any such approvals as a Supplemental Amendment. However, rate revisions will not be considered until at least one (1) year after the date of this AGREEMENT or any subsequent amendments relating to rate revisions.

4.2.2 The OWNER may ask the CONSULTANT to submit a proposal for additional work that is within the defined scope of work under this AGREEMENT. The amount to be paid for the proposed additional work will be a lump sum for each proposal. The CONSULTANT may, without penalty, elect not to submit a proposal. If both parties agree to the proposal for additional work, the parties must execute a written Supplemental Amendment and revise the RAP.

4.3 If the OWNER sustains actual damages as a result of willful or negligent failure of the CONSULTANT to furnish services in compliance with the approved PROJECT RAP described in this Section 4 and subsequent approved amendments in accordance with Subsection 4.2, the CONSULTANT agrees to compensate the OWNER for the cost of such damages in accordance with Section 8, itemized costs of which will be provided to the CONSULTANT by the OWNER. The OWNER agrees to provide the CONSULTANT written notification of such damages as the cost is being incurred.

4.4 The CONSULTANT is not liable or responsible for OWNER delays or suspensions of services. If the CONSULTANT is delayed through no fault of its own, written time extension requests may be submitted to the OWNER for approval. These requests will be reviewed only if submitted to OWNER within (14) calendar days of the occurrence unless force majeure conditions exist.

4.5 If the CONSULTANT fails to meet the approved PROJECT RAP schedule, including subsequently approved amendments, OWNER may elect to invoke remedies outlined in Section 8 of this AGREEMENT.

4.6 Time required by the OWNER to review and return documents to the CONSULTANT following their submittal during and after each phase will be included in the approved PROJECT RAP.

## **SECTION 5 - COMPENSATION**

### **5.1 Basis of Compensation**

5.1.1 The OWNER will compensate the CONSULTANT for the Scope of Services described in the approved PROJECT RAP or as subsequently amended, in accordance with Subsection 5.3, *PAYMENTS TO THE CONSULTANT*, and the other Terms and Conditions of this AGREEMENT, as follows:

5.1.1.1 No advance payment will be paid to the CONSULTANT prior to rendering services.

5.1.1.2 Payments for Basic Services will be made monthly in proportion to services performed within each phase of services, as shown in the PROJECT RAP.

5.1.1.3 For Basic Services of Subconsultants, a multiple of one and five hundredth (1.05) times the amount billed to the CONSULTANT for such services will be paid.

5.1.2 The total amount of compensation to be paid the CONSULTANT will not exceed the amount stated in paragraph 5.1.2.1 of the **Supplemental Terms and Conditions of this AGREEMENT** without amendment to this AGREEMENT.

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5.1.3 *Compensation for Additional Services*

5.1.3.1 For *PROJECT REPRESENTATION BEYOND BASIC SERVICES* as described in Subparagraph 1.4.6 of the **Supplemental Terms and Conditions of this AGREEMENT**, compensation will be made for Additional Services in accordance with the schedule of hourly rates shown in Attachment 2.

5.1.3.2 Principals may only bill at the hourly rate of Principals when acting in that capacity. Principals acting in the capacity of staff must bill at staff rates. The CONSULTANT shall provide documentation with each payment request that clearly indicates how that individual's time is allocated and the justification for that allocation.

5.1.3.3 For *ADDITIONAL SERVICES OF SUBCONSULTANTS* a multiple of one and five hundredth (1.05) times the amounts billed to the CONSULTANT for such services will be paid.

5.1.4 *Compensation for Reimbursable Expenses*

5.1.4.1 For *REIMBURSABLE EXPENSES*, as described in Subsection 5.2, a multiple of one and five hundredths (1.05) times the amounts expended by the CONSULTANT, the CONSULTANT'S employees and subconsultants in the interest of the PROJECT will be paid.

5.1.4.2 The OWNER is a tax-exempt organization as defined by Chapter 11 of the Property Tax Code of Texas. OWNER will furnish CONSULTANT with a Sales Tax Exemption Certification to be issued to suppliers in lieu of tax. If payment of the sales tax is unavoidable in a specific case, the CONSULTANT will be reimbursed by the OWNER for any such costs incurred.

5.1.5 OWNER and the CONSULTANT agree in accordance with the Terms and Conditions of this AGREEMENT that:

5.1.5.1 If OWNER determines the scope of the PROJECT or CONSULTANT'S Services are changed materially, compensation will be equitably adjusted through negotiation.

5.1.5.2 If OWNER determines the Services covered by this AGREEMENT have not been completed within the time specified in the PROJECT RAP, through no fault of the CONSULTANT, the amounts of compensation, rates and multiples set forth herein may be adjusted through negotiation.

5.1.6 *Period of Service*

5.1.6.1 This AGREEMENT will remain in force for that period required to complete the PROJECT (including required extensions thereto) unless discontinued by any of the several provisions contained elsewhere in this AGREEMENT. The total period of service is stated in subparagraph 5.1.2.1 of the **Supplemental Terms and Conditions of the AGREEMENT**.

5.1.6.2 CONSULTANT'S failure to meet the approved PROJECT RAP may result in the assessment of remedies as described in Section 8 of this AGREEMENT.

**5.2 Reimbursable Expenses**

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Reimbursable Expenses are part of Basic Services and include actual expenditures made by the CONSULTANT and the CONSULTANT's employees and subconsultants in performing services for the PROJECT for the expenses listed in the following Subsections. CONSULTANT must submit invoices or other similar documentation for Reimbursable Expenses as part of a payment request. The OWNER is a tax exempt entity and will not reimburse the CONSULTANT for any tax expenses. The OWNER will consider exceptions on a case-by-case basis. **Reimbursable Expenses are limited to these specific items:**

5.2.1 By prior written approval of the OWNER, reasonable transportation and living expenses in connection with out-of-town travel.

5.2.1.1 All travel and lodging expenses in connection with the AGREEMENT for which reimbursement may be claimed will be reviewed against the City's Travel Policy and the current (at the time the travel occurs) the General Services Administration (GSA) Domestic Per Diem Rates (the "GSA Rates") at [http://www.gsa.gov/Portal/gsa/ep/contentView.do?contentType=GSA\\_BASIC&contentId=17943&noc=T](http://www.gsa.gov/Portal/gsa/ep/contentView.do?contentType=GSA_BASIC&contentId=17943&noc=T). Amounts in excess of the Travel Policy or GSA Rates will not be paid. All invoices must be accompanied by copies of receipts (e.g. hotel bills, airline tickets).

5.2.1.2 Reimbursement will be made only for expenses actually incurred. Airline fares in excess of coach or economy will not be reimbursed.

5.2.1.3 Mileage charges for rental cars in connection with out-of-town travel may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulations. Mileage costs for travel within the Austin metropolitan area are to be included in CONSULTANT's overhead rate and not billed separately as a reimbursable expense.

5.2.2 Fees paid for securing approval of authorities having jurisdiction over the PROJECT.

5.2.3 Reproduction expenses for drawings, specifications and all other documents required for bidding, OWNER submittals, and for file copies of CONSULTANT, Contractor, and OWNER, and other parties approved by the OWNER.

5.2.4 Expense of renderings, models and mock-ups requested by the OWNER.

5.2.5 Expense of reproducing record drawings for the OWNER on sepia, mylars or plastic film.

5.2.6 Reproduction expense for drawings, specifications and any other documentation to be submitted to utility owners and governmental authorities having jurisdiction over the PROJECT. Interim review plots or drawings for CONSULTANT and subconsultants are not reimbursable.

**5.3 Payments to the Consultant**

*5.3.1 Payments for Basic Services*

5.3.1.1 Payments for Basic Services, including Reimbursable Expenses, will be made monthly in accordance with the approved PROJECT RAP on the basis set forth in Subsections 5.1 and 5.2. CONSULTANT shall submit the application for payment using the form supplied by OWNER.

*5.3.2 Payments for Additional Services*

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5.3.2.1 Payments for the CONSULTANT'S Additional Services as defined in Subsection 1.4.6 of the **Supplemental Terms and Conditions of this AGREEMENT** may be made no more often than monthly upon presentation by CONSULTANT of an acceptable statement of Additional Services rendered and/or expenses incurred. Each statement must include the form supplied by the OWNER, copies of supporting invoices, time sheets, and any other evidence of expense as required by the OWNER.

**5.3.3 *Payments Withheld***

The OWNER may withhold, amend, or nullify any request for payment by the CONSULTANT under conditions that include those described in Subparagraphs 5.3.3.1 through 5.3.3.7 below .

5.3.3.1 Failure of the CONSULTANT to follow the approved schedule and meet all phase and milestone requirements specified in the PROJECT RAP.

5.3.3.2 OWNER'S receipt of notice that, despite payment to CONSULTANT for services rendered by subconsultants, CONSULTANT has not paid subconsultants for services invoiced to and paid by OWNER within fourteen (14) calendar days of CONSULTANT's receipt of payment from OWNER.

5.3.3.3 Payments for subconsultants' costs when those subconsultants are not included in the approved MBE/WBE compliance plan.

5.3.3.4 Failure of the CONSULTANT to submit timely and complete records of PROJECT conference proceedings as specified in Paragraph 1.1.8.

5.3.3.5 Failure of the CONSULTANT to submit timely and complete weekly reports of its job site observations containing detailed information as specified in Paragraph 1.4.4.5.2 of the **Supplemental Terms and Conditions of this AGREEMENT**.

5.3.3.6 Failure of the CONSULTANT to provide updated record drawings and Contractor's record contract documents to the OWNER within thirty (30) calendar days after Contractor's record contract documents have been provided to the CONSULTANT by the Contractor upon substantial or final completion of the PROJECT.

5.3.3.7 Failure to make timely payment to the City of Austin for taxes.

**5.3.4 *Prompt Payments***

The OWNER shall make payment to CONSULTANT of the sum named in a payment application within thirty (30) calendar days after the day on which the OWNER received the mutually acceptable payment application. If the OWNER fails to make such prompt payment, then OWNER will pay CONSULTANT, in addition to the amount owed for the payment application, interest thereon at the rate specified in Government Code, Section 2251.025(b) from date due until fully paid, which shall fully liquidate any injury to CONSULTANT growing out of such delay in payment.

The OWNER cannot make a partial payment on an invoice in dispute. The CONSULTANT may resubmit an invoice for the undisputed amount or wait for payment until the dispute has been resolved. The thirty (30) calendar days restarts after the OWNER receives a corrected payment application.

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5.3.5 *Payment for Project Suspension or Termination*

5.3.5.1 If the PROJECT is suspended or abandoned in whole or in part for more than three months, the CONSULTANT will be compensated for all services performed prior to receipt of written notice from the OWNER of such suspension or abandonment, together with Reimbursable Expenses then due. If the PROJECT is resumed after being suspended for more than three months, the CONSULTANT'S compensation may be equitably adjusted through negotiation. If the parties cannot agree on an adjustment, OWNER may terminate the AGREEMENT in accordance with Subsection 7.6.

**SECTION 6 - INSURANCE REQUIREMENTS**

6.1 The CONSULTANT shall carry insurance in the types and amounts indicated below for the duration of the AGREEMENT:

6.1.1 Workers' Compensation and Employers' Liability Insurance Coverage with limits consistent with statutory benefits outlined in the Texas Workers' Compensation Act (Section 401) and (1) minimum policy limits for Employers Liability Insurance of \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee; or (2) as otherwise required in the **Supplemental Terms and Conditions of this AGREEMENT**. The CONSULTANT's policy must be issued by an insurer licensed or approved to do business in the State of Texas and include these endorsements in favor of the OWNER:

- (a) Waiver of Subrogation, form WC 420304, or equivalent.
- (b) 30 day Notice of Cancellation, form WC 420601, or equivalent.

6.1.2 Commercial General Liability Insurance with a minimum combined bodily injury and property damage per occurrence limit of \$500,000 for coverages A & B unless otherwise stated in the **Supplemental Terms and Conditions of this AGREEMENT**. The policy must contain the following provisions:

- (a) Blanket contractual liability coverage for liability assumed under this AGREEMENT and all contracts relative to this PROJECT.
- (b) Independent Contractors coverage.
- (c) OWNER listed as an additional insured, endorsement CG 2010, or equivalent.
- (d) 30 day Notice of Cancellation in favor of the OWNER, endorsement CG 0205, or equivalent.
- (e) Waiver of Transfer Right of Recovery Against Others in favor of the OWNER, endorsement CG 2404, or equivalent.
- (f) Aggregate limits of insurance per project, endorsement CG 2503, or equivalent.

6.1.3 Business Automobile Liability Insurance for all owned, non-owned and hired vehicles (1) with a minimum combined single limit of \$500,000 per accident for bodily injury and property damage; or (2) \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability; or (3) as otherwise required in the **Supplemental Terms and Conditions of this AGREEMENT**. The policy shall contain the following endorsements in favor of the OWNER:

- (a) Waiver of Subrogation endorsement TE 2046A, or equivalent.
- (b) 30 day Notice of Cancellation endorsement TE 0202A, or equivalent.
- (c) Additional Insured endorsement TE 9901B, or equivalent.

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6.1.4 CONSULTANT's Professional Liability Insurance to pay on behalf of the assured all sums which the assured becomes legally obligated to pay as damages by reason of any negligent act, error, or omission committed or alleged to have been committed with respect to plans, maps, drawings, analyses, reports, surveys, change orders, designs or specifications prepared or alleged to have been prepared by the assured. The policy must provide for 30 day notice of cancellation in favor of the OWNER. The minimum limit is specified in subparagraph 6.1.4.1 of the **Supplemental Terms and Conditions of this AGREEMENT**.

**6.2 General Requirements**

6.2.1 The CONSULTANT must complete and forward the OWNER'S standard certificate of insurance to the OWNER before the AGREEMENT is executed, as verification of coverage required in Paragraphs 6.1.1 through 6.1.4 above. The CONSULTANT shall not commence services until the required insurance has been obtained and until such insurance has been reviewed by the OWNER's Office of Contract and Land Management. Approval of insurance by the OWNER does not relieve or decrease the liability of the CONSULTANT hereunder and must not be construed to be a limitation of liability on the part of the CONSULTANT

6.2.2 Applicable to all insurance policies: If coverage is underwritten on a claims-made basis, the retroactive date must be coincident with or prior to the date of this AGREEMENT and the certificate of insurance must state that the coverage is claims made and the retroactive date. The CONSULTANT shall maintain continuous coverage for the duration of this AGREEMENT and for not less than twenty-four (24) months following substantial completion of the PROJECT. Coverage, including any renewals, must have the same retroactive date as the original policy applicable to the PROJECT. The CONSULTANT shall, on at least an annual basis, provide the OWNER with a certificate of insurance as evidence of such insurance.

6.2.3 The CONSULTANT's insurance coverage must be written by companies licensed or approved to do business in the State of Texas at the time the policies are issued and must be written by companies with A.M. Best ratings of B+VII or better unless otherwise required in the **Supplemental Terms and Conditions of this AGREEMENT**. The OWNER will accept workers' compensation coverage written by the Texas Workers Compensation Insurance Fund

6.2.4 All endorsements naming the OWNER as additional insured, waivers, and notices of cancellation endorsements as well as the certificate of insurance will indicate: City of Austin, Office of Contract and Land Management, P.O. Box 1088, Austin, Texas 78767.

6.2.5 The "other" insurance clause will not apply to the OWNER where the OWNER is an additional insured shown on any policy. It is intended that policies required in the AGREEMENT, covering both the OWNER and the CONSULTANT, be considered primary coverage as applicable.

6.2.6 If insurance policies are not written for amounts specified above, the CONSULTANT shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it must follow the form of the primary coverage.

6.2.7 The OWNER shall be entitled, upon request and without expense, to receive certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

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6.2.8 The OWNER reserves the right to review the insurance requirements set forth during the effective period of this AGREEMENT and to make reasonable adjustments to insurance coverage, limits and exclusions when deemed necessary and prudent by the OWNER based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the CONSULTANT.

6.2.9 The CONSULTANT shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the AGREEMENT or as required in the AGREEMENT.

6.2.10 The CONSULTANT shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the certificate of insurance.

6.2.11 The CONSULTANT shall provide OWNER thirty (30) days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the AGREEMENT.

6.2.12 If OWNER-owned property is being transported or stored off-site by the CONSULTANT, then the appropriate property policy will be endorsed for transit and storage in an amount sufficient to protect OWNER's property.

6.2.13 The insurance coverages required under this AGREEMENT are required minimums and are not intended to limit the responsibility or liability of the CONSULTANT.

6.3 CONSULTANT shall determine appropriate types and levels of insurance coverage to be provided by subconsultants and advise the subconsultants of the documentation to be provided to CONSULTANT to verify coverage.

**SECTION 7 - TERMINATION OF AGREEMENT**

7.1 The rights to terminate this AGREEMENT provided in this Section 7 are in addition to, and cumulative of, all other rights and remedies available to the parties at law or in equity.

7.2 This AGREEMENT may be terminated by the CONSULTANT upon at least seven (7) calendar days written notice should the OWNER substantially fail to perform in accordance with the OWNER's responsibilities through no fault of the CONSULTANT.

**7.3 Notice to Cure.**

OWNER will provide a Notice to Cure to the CONSULTANT to cure an event of default described in this Section and/or an anticipatory breach of contract. The CONSULTANT must attend a meeting with the OWNER regarding the Notice to Cure, the event of default, and/or the anticipatory breach of contract. The Notice to Cure will set forth the time limit in which the cure is to be completed or commenced and diligently prosecuted. Upon receipt of any Notice to Cure, the CONSULTANT must prepare a report describing its program and measures to affect the cure of the event of default and/or anticipatory breach of contract within the time required by the Notice to Cure. The CONSULTANT's report must be delivered to the OWNER at least three (3) business days prior to the required Notice to Cure meeting with the OWNER.

7.4 This AGREEMENT may be terminated by the OWNER upon at least seven (7) calendar days written notice to the CONSULTANT in the event that the PROJECT is abandoned or indefinitely postponed.

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7.5 This AGREEMENT may be terminated by the OWNER for cause upon seven (7) calendar days written notice. In the event OWNER terminates the AGREEMENT for cause, the OWNER may reject any and all proposals submitted by CONSULTANT for up to three (3) years. In the event that a termination for cause is found to be wrongful, the termination shall be converted to a termination without cause ("termination for convenience") as set forth in Subsection 7.6 and CONSULTANT's sole remedy for such termination will be limited to the recovery of payments permitted under Subsection 7.6.

The OWNER may terminate for cause due to the occurrence of any one of the following:

7.5.1 If CONSULTANT persistently fails to perform the work in accordance with the AGREEMENT, in particular the approved PROJECT RAP;

7.5.2 If CONSULTANT disregards laws or regulations of any public body having jurisdiction;

7.5.3 If CONSULTANT makes fraudulent statements;

7.5.4 If CONSULTANT fails to make adequate progress and endangers timely and successful completion of the AGREEMENT, which failure includes failure of subconsultants to meet contractual obligations;

7.5.5 CONSULTANT's failure under 7.5.4 includes failure of subconsultants to meet contractual obligations; or

7.5.6 If CONSULTANT otherwise violates in any substantial way any provisions of the AGREEMENT.

7.6 This AGREEMENT may be terminated at the OWNER'S convenience upon seven (7) calendar days written notice; in which event, the CONSULTANT will be compensated for all services performed to termination date, together with Reimbursable Expenses then due, in accordance with Subsection 7.7, and the OWNER retains the right to continue the PROJECT consistent with paragraph 11.2.4.

7.7 In the event of termination not the fault of the CONSULTANT, the CONSULTANT will be compensated for all services performed to termination date, together with Reimbursable Expenses then due without the right to compensation for anticipated profits on services not completed. CONSULTANT will submit to the OWNER, within the timeframe set in the termination notice, all work and documents prepared to that point. Fixed-fee payment to the CONSULTANT, if applicable, shall be proportional to services performed to the date of termination.

**SECTION 8 - OWNER REMEDIES**

8.1 The OWNER and CONSULTANT agree that in the event of a delay in completion for which the OWNER suffers actual damages, the OWNER may elect to pursue its actual damages and any other remedy allowed by law. Conditions under which the OWNER may seek other damages include, but are not limited to:

8.1.1 Failure of the CONSULTANT to make adequate progress in accordance with paragraph 7.5.4 above.

8.1.2 Failure of the CONSULTANT to design in compliance with the laws of City, State and federal governments as specified in Paragraph 1.4.2 of the **Supplemental Terms and Conditions of this AGREEMENT**, such that subsequent compliance costs exceed expenditures which would have been involved had services been

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properly executed by the CONSULTANT. The CONSULTANT will financially participate in the OWNER'S financial losses for those non-value added compliance costs.

8.1.3 Losses are incurred, despite the Quality Control Plan (QCP), because of defects, errors and omissions in the design, working drawings, specifications or other documents prepared by the CONSULTANT to the extent that the financial losses are greater than the OWNER would have originally paid had there not been defects, errors and omissions in the documents. The CONSULTANT will financially participate in the OWNER'S financial losses for those non-value added work costs.

8.2 Pursuant to Section 6.1.4, the OWNER may assert a claim against the CONSULTANT's professional liability insurance as appropriate when other remedies are not available or offered for design deficiencies discovered during and after PROJECT construction. When the OWNER incurs non-value added work costs for change orders due to design errors or omissions, the OWNER will send the CONSULTANT a certified cost recovery claim letter that includes

- (1) summary of facts with supporting documentation;
- (2) instruction for CONSULTANT to revise design documents, if appropriate, at CONSULTANT's expense;
- (3) calculation of non-value added work costs incurred by the OWNER; and
- (4) deadline for CONSULTANT's response.

The CONSULTANT will provide a preliminary response to OWNER's cost recovery claim letter within seven (7) calendar days of receipt of the claim letter. The CONSULTANT must submit a formal documented response to the claim letter to the OWNER within fourteen (14) calendar days of the date of the preliminary response. The CONSULTANT will provide the payment requested by OWNER within thirty (30) calendar days of OWNER's acceptance of the CONSULTANT's formal response or the CONSULTANT will request alternative dispute resolution, as described in subsection 10.2 of this AGREEMENT, within fourteen (14) calendar days of OWNER's rejection of the CONSULTANT's formal response.

8.3 The CONSULTANT may be required to revise bid documents and re-advertise the PROJECT at the CONSULTANT's sole cost (including printing) if, in the OWNER's judgment, the CONSULTANT generates excessive addenda, either in terms of the nature of the revisions or the actual number of changes due to the CONSULTANT's errors or omissions.

#### **8.4 Decisions to Withhold Payment**

8.4.1 OWNER may withhold or nullify the whole or part of any payment to such extent as may be necessary because of conditions outlined in paragraph 5.3.3 "Payments Withheld".

### **SECTION 9 - CONSULTANT REMEDIES**

9.1 If the CONSULTANT is prevented from completing any part of the PROJECT within the time established in the RAP due to delays beyond the reasonable control of either the OWNER or the CONSULTANT, an extension of the PROJECT schedule in an amount equal to the time lost due to such delay shall be the CONSULTANT's sole and exclusive remedy. Performance interrupted by an act of god or the result of war, riot, civil commotion, sovereign conduct, or the conduct of a third party, will be excused for the period of time necessary to remedy the effect of the precipitating occurrence. In such cases, a conference will be held within three (3) working days of the end of the occurrence to establish a revised schedule in the RAP.

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9.2 CONSULTANT's requests for remedies arising from the terms of this AGREEMENT for conditions other than those specified in subsection 9.1 must be done in accordance with the following:

9.2.1 Within thirty (30) calendar days after the CONSULTANT could be reasonably expected to know of the occurrence prompting the request for an extension of time, the CONSULTANT must deliver a preliminary written notice to the OWNER describing the general nature of the request. Within thirty (30) calendar days after the preliminary notice, the CONSULTANT must provide the OWNER written supporting documentation stating all known time extensions to which the CONSULTANT is entitled.

9.2.2 Within thirty (30) calendar days of receipt of notice of the amount of the requested remedy with supporting data, OWNER and CONSULTANT will meet to discuss the request, after which an offer of settlement or notification of no settlement offer will be made to CONSULTANT. If CONSULTANT is not satisfied with the proposal presented, CONSULTANT will have thirty (30) calendar days in which to

- (1) submit additional supporting data requested by the OWNER;
- (2) modify the initial request for remedy; or
- (3) request Alternative Dispute Resolution.

**SECTION 10 - DISPUTE RESOLUTION**

**10.1 Filing of Claims**

10.1.1 Claims arising from the circumstances identified in this AGREEMENT, or other occurrences or events, shall be made by Written Notice delivered by the party making the Claim to the other party within thirty (30) calendar days after the start of the occurrence or event giving rise to the Claim and stating the general nature of the Claim. Notice of the amount of the Claim with supporting data shall be delivered in writing within thirty (30) calendar days after Written Notice of Claim is delivered by claimant and shall represent that the adjustment claim covers all known amounts and/or extension of time to which claimant is entitled.

10.1.2 Within thirty (30) calendar days of receipt of notice of the amount of the Claim with supporting data, the OWNER and CONSULTANT shall meet to discuss the Claim, after which an offer of settlement or notification of no settlement offer will be made to claimant. If claimant is not satisfied with the proposal presented, claimant shall have thirty (30) calendar days in which to: (i) submit additional supporting data requested by the other party; (ii) modify the initial Claim; or (iii) request Alternative Dispute Resolution.

**10.2 Alternative Dispute Resolution**

10.2.1 If a dispute exists concerning a CONSULTANT or OWNER, the parties agree to use the following procedure prior to pursuing any other available remedies.

*10.2.2 Negotiating with Previously Uninvolved Personnel*

Either party may make a written request for a meeting to be held between representatives of each party within fourteen (14) calendar days of the request or such later period that the parties may agree to. Each party shall endeavor to include, at a minimum, one (1) previously uninvolved senior level decision maker (an owner, officer, or employee of each organization) empowered to negotiate on behalf of their organization. If a previously uninvolved senior level decision maker is unavailable due to the size of the CONSULTANT's organization or any other reason, the CONSULTANT shall nonetheless provide an appropriate senior level decision maker for the meeting. The

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purpose of this and any subsequent meetings will be good faith negotiations of the matters constituting the dispute. Negotiations will be concluded within thirty (30) calendar days of the first meeting, unless mutually agreed otherwise.

**10.3 Mediation**

10.3.1 If the procedure described in 10.2.2 proves unsuccessful or is waived pursuant to its terms, the parties shall initiate the mediation process. OWNER and CONSULTANT agree to select within thirty (30) calendar days a mediator trained in mediation skills and knowledgeable of the CONSULTANT's professional discipline, to assist with resolution of the dispute. OWNER and CONSULTANT agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in this AGREEMENT prevents the parties from relying on the skills of a person who also is trained in the subject matter of the dispute and/or a contract interpretation expert. Should the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the parties agree to ask the Travis County Dispute Resolution Center to select a qualified individual, which selection is binding on the parties.

10.3.2 Mediation is a forum in which an impartial person, the mediator, facilitates communication between parties to promote reconciliation, settlement, or understanding among them. The parties hereby agree that mediation, at a minimum, shall provide for

- (1) conducting an on-site investigation, if appropriate, by the mediator for fact gathering purposes;
- (2) a meeting of all parties for the exchange of points of view; and
- (3) separate meetings between the mediator and each party to the dispute for the formulation of resolution alternatives.

The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session, unless mutually agreed otherwise. Should the parties fail to reach a resolution of the dispute through mediation, then each party is released to pursue other remedies available to them.

**10.4 Resolution of Disputes between CONSULTANT and Subconsultant:**

The CONSULTANT agrees to follow the procedures paralleling those outlined in subsections 10.1, 10.2, and 10.3 in the event of a dispute with a subconsultant. The OWNER is not a party to the dispute resolution process between the CONSULTANT and subconsultants. However, if the OWNER is notified of a subconsultant claim, the OWNER will withhold payments to the CONSULTANT in accordance with subparagraph 5.3.3.2 until receiving notification that the claim has been resolved.

**SECTION 11 - MISCELLANEOUS PROVISIONS**

**11.1 Owner's Right to Audit**

11.1.1 "Records" means all records generated by or on behalf of CONSULTANT and each subconsultant, whether paper, electronic, or other media, which are in any way related to performance of or compliance with this Agreement, including, without limitation:

- .1 accounting records;
- .2 written policies and procedures;
- .3 subcontract files;
- .4 correspondence;
- .5 supplemental amendments to this AGREEMENT (as appropriate);

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- .6 agreements between CONSULTANT and any subconsultant;
- .7 records necessary to evaluate contract compliance and any claim submitted by CONSULTANT or any of its subconsultants;
- .8 any other CONSULTANT record that may substantiate any charge related to this Agreement; and
- .9 technical work products in accordance with the approved PROJECT RAP.

11.1.2 CONSULTANT shall allow OWNER's agent or its authorized representative to inspect, audit, and/or reproduce all Records generated by or on behalf of CONSULTANT and each subconsultant, upon OWNER's written request. Further, CONSULTANT shall allow OWNER's agent or authorized representative to interview any of CONSULTANT's employees, all subconsultants, and all their respective employees.

11.1.3 CONSULTANT shall retain all its Records, and require all its subconsultants to retain their respective Records, during this Agreement and for the longest of these specified periods: (i) three (3) years after final payment, (ii) until all audit and litigation matters that OWNER has brought to the attention of CONSULTANT are resolved, or (iii) longer if required by law. OWNER's right to inspect, audit, or reproduce Records (at no cost to OWNER), or interview employees of CONSULTANT or its respective subconsultants exists for the same period described in the preceding sentence.

11.1.4 CONSULTANT must provide sufficient and accessible facilities during its normal business hours for OWNER to inspect, audit, and/or reproduce Records, and to interview any person about the Records.

11.1.5 CONSULTANT shall insert these requirements in each written agreement between CONSULTANT and any subconsultant and require each subconsultant to comply with these provisions.

**11.2 Ownership and Use of Documents**

11.2.1 All PROJECT Drawings and Specifications produced by the CONSULTANT under this AGREEMENT are the property of the OWNER. The CONSULTANT shall also provide the OWNER high quality mylar and digital computer copies on CD or other OWNER-approved media of updated drawings and reproducible copies of specifications as specified in paragraph 1.4.2 of the **Supplemental Terms and Conditions of this AGREEMENT**. The cost of such copies will be paid as specified in Section 5 of this AGREEMENT. The CONSULTANT may not provide copies of or otherwise use the work products covered by this subsection 11.2 without the express prior written approval of the OWNER.

11.2.2 The CONSULTANT agrees that items such as plans, drawings, photos, designs, studies, specifications, computer programs, schedules, technical reports, or other work products which is/are specified to be delivered under this AGREEMENT, and which is/are to be paid for by the OWNER, is/are subject to the rights of the OWNER in effect on the date of this AGREEMENT. These rights include the right to use, duplicate and disclose such items in whole or in part, in any manner and for whatever purpose, and to have others do so. The CONSULTANT shall not copyright or otherwise claim ownership of the work products covered by this subsection 11.2. The CONSULTANT shall include in its subconsultant contracts appropriate provisions to achieve the purpose of this subsection 11.2.

11.2.3 All such items furnished by the CONSULTANT pursuant to this AGREEMENT are considered instruments of its services in respect to the PROJECT. It is understood that the CONSULTANT does not represent such items to be suitable for reuse on any other project or for any other purpose(s). If the OWNER reuses such items without the CONSULTANT's specific written verification or adaptation, such reuse will be at the risk of the OWNER, without liability to the CONSULTANT.

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11.2.4 Should the CONSULTANT be terminated under this AGREEMENT, the OWNER may continue the PROJECT and receive copies of the Drawings, Specifications, or other documents within fourteen (14) calendar days of the termination notice. Copies will be in the format designated by the OWNER, as specified in 1.4.2 or 1.4.5 of the **Supplemental Terms and Conditions of this AGREEMENT** (depending on the PROJECT's status at time of termination). The OWNER may have these documents completed, corrected, revised or added to by another design professional in accordance with Title 22, Chapter 137.33(i) of the Texas Administrative Code.

11.2.5 Submission or distribution to meet official regulatory requirements or for other purposes in connection with the PROJECT is not to be construed as publication in derogation of the CONSULTANT's rights.

### **11.3 Venue**

**11.3.1 In the event of any suit at law or in equity involving the AGREEMENT, venue will be exclusively in Travis County, Texas and the laws of the State of Texas shall apply to the interpretation and enforcement of this AGREEMENT.**

### **11.4 Definitions**

11.4.1 Terms in this AGREEMENT will have the same meaning as those in the standard purchasing and construction documents for the City of Austin, Texas. The applicable definitions may be viewed at <http://www.ci.austin.tx.us/purchase/downloads/ifb0100.pdf> and <http://www.ci.austin.tx.us/aeservices/toc.htm> respectively.

### **11.5 Severability**

11.5.1 If any word, phrase, clause, sentence or provisions of this instrument, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, invalid or unenforceable, that finding only effects such word, phrase, clause, sentence or provision, and such finding does not effect the remaining portions of this instrument; this being the intent of the parties in entering into this instrument; and all provisions of this instrument are declared to be severable for this purpose.

### **11.6 Indemnification**

**11.6.1 The CONSULTANT shall indemnify and hold harmless the OWNER, and its officers, agents and employees, from and against all claims, demands, costs, causes of action, and liability of every kind and nature, including reasonable attorney's fees for the defense of any and all claims and demands, arising directly or indirectly from, or in any way connected with, the negligent performance of or failure to perform services in conformance with this AGREEMENT by CONSULTANT, its officers, agents, employees, and parties with whom it contracts.**

### **11.7 Notices**

11.7.1 Any and all notices under this AGREEMENT must be in writing and shall be delivered to the party entitled to receive the same by hand or U.S. Certified Mail, return receipt requested, addressed as specified in subparagraph 11.7.1.1 of the **Supplemental Terms and Conditions of this AGREEMENT**.

11.7.2. Mailed notice will be deemed effective three (3) business days after such notice is mailed by Certified Mail with return receipt requested. Hand delivered notice will be effective when received and acknowledged by signed receipt.

**11.8 Successors and Assigns**

11.8.1 The OWNER and the CONSULTANT bind themselves, their partners, successors, assigns and legal representatives to the other party to this AGREEMENT with respect to all covenants of this AGREEMENT. Neither the CONSULTANT nor the OWNER may assign, sublet or transfer any interest in this AGREEMENT without the prior written consent of the other party.

**11.9 Extent of Agreement**

11.9.1 This AGREEMENT represents the entire and integrated agreement between the OWNER and the CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral. This AGREEMENT may be amended only by written instrument signed by authorized representatives of both OWNER and CONSULTANT.

**END**

TEMPLATE

Insert Supplemental Conditions here upon contract negotiation.

TEMPLATE



**ATTACHMENT 2: HOURLY RATES**

**DOCUMENTATION OF PROVISIONAL / OVERHEAD RATES**

**Overhead rate documentation has been provided to the City of Austin and was utilized by the COA in reviewing and approving the loaded hourly rates below.**

	Hourly Rate	TX Registration Number
PRINCIPAL(S):		
(Name)	\$ / hr	
(Name)	\$ / hr	
Project Consultant	\$ / hr	
CAD Technician	\$ / hr	
Clerical	\$ / hr	
Other - Specify	\$ / hr	
<b>HOURLY RATE OF PRINCIPAL(S)- SUBCONSULTANTS:</b>		
<b>SUBCONSULTANT</b>		
(Name of Firm)		
PRINCIPAL(S)		
(Name)	\$ / hr	
(Name)	\$ / hr	
Project Consultant	\$ / hr	
CAD Technician	\$ / hr	
Clerical	\$ / hr	
Other - Specify	\$ / hr	
<b>SUBCONSULTANT</b>		
(Name of Firm)		
PRINCIPAL(S)		
(Name)	\$ / hr	
(Name)	\$ / hr	
Project Consultant	\$ / hr	
CAD Technician	\$ / hr	
Clerical	\$ / hr	
Other - Specify	\$ / hr	

**ADD ADDITIONAL SUBCONSULTANTS AS NEEDED**

## ATTACHMENT 3

### QUALITY CONTROL PLAN (QCP)

#### **Definitions**

##### *Quality Assurance*

A comprehensive program that verifies a facility, structure, system or component will perform satisfactorily and safely in service. A recognized benchmark for quality assurance programs is ISO 9000/9001.

##### *Quality Control*

The process of identifying and applying appropriate technical and professional standards when producing project design documents that meet or exceed the user's requirements.

##### *Constructability*

A review process using experienced personnel with extensive construction knowledge early and throughout the design phase to ensure projects are buildable, practical, and consistent with current construction practices while also being cost effective, biddable, and maintainable.

#### **Due Date:**

The Consultant must submit the QCP plan for the Owner's approval within fourteen (14) calendar days following the Owner's issuance a Notice to Proceed to the Consultant.

#### **Required Elements of QCP Plan (Sec. 1.3 of PSA)**

<b>Management Philosophy</b>	
1	<p><i>The QCP specifies how the organization's technical management philosophy supports its commitment to quality</i></p> <p><u>Needed:</u> Certification by consultant firm's Board of Directors, president, owner, managing partner, or other executive-level staff that, to ensure quality of design products:</p> <ul style="list-style-type: none"><li><i>(a) firm is committing adequate manpower and resources</i></li><li><i>(b) Project Design Team (PDT) is accountable to Independent Technical Review Team (ITRT)</i></li><li><i>(c) Management and the PDT will emphasize quality control during the production of design documents</i></li><li><i>(d) Management and the PDT will establish internal quality checks and reviews</i></li><li><i>(e) Management and the PDT will assess independent quality control's contribution to the quality of design documents</i></li></ul>

<b>Management / Organization Structure</b>	
2	<p><i>The QCP specifies:</i></p> <ul style="list-style-type: none"> <li>• who manages the Independent Technical Review Team (ITRT) (internal or external to the design consulting firm)</li> <li>• if the ITRT is internal to the design consulting firm, that the ITRT is independent of the Project Design Team (PDT)</li> <li>• the ITRT reports to a management level the same or higher than the PDT</li> <li>• interrelationships of management, PDT, and ITRT (including all consultants)</li> </ul> <p><u>Needed:</u></p> <p>(a) <i>An organization chart depicting the relationships of all parties noted above, identifying them by name and describing each person's responsibilities on the design project</i></p> <p>(b) <i>Resumes for members of the ITRT</i></p>
<b>Quality Control Procedures</b>	
3	<p><i>The QCP specifies</i></p> <ul style="list-style-type: none"> <li>• management and control of design and QCP documents</li> </ul> <p><u>Needed:</u></p> <p>(a) <i>Statement that access to design and QCP documents will be controlled</i></p> <p>(b) <i>Procedures are defined to identify and track versions of documents</i></p> <p>(c) <i>Document control plan</i></p> <p>(d) <i>Also refer to "Documentation" section below</i></p>
4	<ul style="list-style-type: none"> <li>• internal and external communications, including an Issue Follow-Up Plan</li> </ul> <p><u>Needed:</u></p> <p>(a) <i>description of management of QCP communications with all parties</i></p> <p>(b) <i>Issue Follow-Up Plan to track problems identified and their resolution</i></p>
5	<ul style="list-style-type: none"> <li>• design coordination</li> </ul> <p><u>Needed:</u> <i>Procedure must describe:</i></p> <p>(a) <i>relationships, accountability, authority, and responsibilities within the Project Design Team</i></p> <p>(b) <i>efforts to achieve interdisciplinary coordination</i></p>
6	<ul style="list-style-type: none"> <li>• design checks and reviews, specifically addressing: <ul style="list-style-type: none"> <li>▪ correct application of methods</li> <li>▪ validity of data and assumptions</li> <li>▪ accuracy of calculations</li> </ul> </li> </ul>

	<ul style="list-style-type: none"> <li>▪ complete documentation</li> <li>▪ testing, modeling, assumptions, calculations, text &amp; graphical presentations in all documents</li> <li>▪ special project components</li> <li>▪ compliance with all applicable guidance, standards, regulations, codes &amp; laws</li> <li>▪ ensuring project is biddable, constructible and operable as well as environmentally compliant</li> </ul> <p><u>Needed:</u></p> <p>(a) types, intervals and frequency of reviews</p> <p>(b) identification of applicable guidance, standards, codes, specifications and laws</p> <p>(c) methodology for addressing constructability</p> <p>(d) description of testing, modeling, development of assumptions, calculations, and presentation methods in design documents to meet design criteria and standards of professional practice</p> <p>(e) methodology for identifying and addressing all appropriate environmental requirements</p>
7	<ul style="list-style-type: none"> <li>• independent technical reviews, specifically ensuring: <ul style="list-style-type: none"> <li>▪ seniority and technical qualifications of Independent Technical Review Team (ITRT) members and their separation from the Project Design Team (PDT)</li> <li>▪ concepts, assumptions and procedural details are accurate, appropriate and fully coordinated</li> <li>▪ examination of appropriate alternatives</li> <li>▪ definition and scoping of problems, issues and opportunities</li> <li>▪ validity of analytical methods</li> <li>▪ results and recommendations are reasonable, comply with all requirements, and are supported by the documents</li> <li>▪ any deviations from policy, guidelines or standards have been identified and approved by the appropriate parties</li> <li>▪ design documents result in project that is biddable, constructible, operable, environmentally sound, and cost-effective</li> <li>▪ design products meet City's needs</li> </ul> </li> </ul> <p><u>Needed:</u></p> <p>(a) Description of how the Independent Technical Review Team (ITRT) will validate the quality of the Project Design Team's (PDT) products prior to submission to the PM</p> <p>(b) Identification of any design components that will require special quality reviews</p> <p>(c) checklists for review of each design element</p>
8	<ul style="list-style-type: none"> <li>• managerial plan to maintain continuity of QCP effort</li> </ul> <p><u>Needed:</u></p> <p>(a) description of how management will maintain required level of effort and quality</p>

	<p><i>resources</i></p> <p><i>(b) contingency plan for replacement of key PDT and/or ITRT staff</i></p>
<b>Documentation</b>	
9	<p><i>The QCP specifies:</i></p> <ul style="list-style-type: none"> <li>• records control plan for all internal review documents, associated comments and responses, describing that: <ul style="list-style-type: none"> <li>▪ all documents retained in consultant's files</li> <li>▪ files are auditable and available to the City upon request</li> <li>▪ files are identified by document type and compiled according to a file index system</li> </ul> </li> </ul> <p><i><u>Needed:</u> Details on all items listed above</i></p>
10	<ul style="list-style-type: none"> <li>• upon project completion, the consultant will certify compliance with the QCP</li> </ul> <p><i><u>Needed:</u> Consultant submits draft Consultant Statement of Technical Review</i></p> <p><i>(a) verifying compliance with the QCP and</i></p> <p><i>b) agreeing to identify and assess issues that arise during later project phases with respect to the QCP</i></p> <p><i>The Statement must be signed by the Project Design Team (PDT), the Independent Technical Review Team (ITRT), and the Principal (or other executive-level official) of the consultant. The consultant will provide the City all Issues analyses from later phases</i></p>
<b>Schedule</b>	
11	<p><i>The QCP specifies that:</i></p> <ul style="list-style-type: none"> <li>• a design schedule showing the sequence of tasks to be completed within the time period specified by the City; must include <ul style="list-style-type: none"> <li>▪ design submittal dates to City</li> <li>▪ project design team (PDT) reviews</li> <li>▪ Independent Technical Review Team (ITRT) reviews</li> <li>▪ time for revisions prior to submittals to City</li> <li>▪ time for City review of submittals</li> </ul> </li> <li>• how all QCP measures will be tracked to avoid project delays</li> </ul> <p><i><u>Needed:</u> Items as described above</i></p>

**ATTACHMENT 4: MAXIMUM NOT-TO-EXCEED CONTRACT AMOUNTS BY PHASE**

**PHASE A: PRELIMINARY PHASE**

Agreed Upon Fixed Fee Dollar Amount  
Maximum Cost

PHASE A TOTAL

[REDACTED]

**PHASE B: DESIGN PHASE**

Agreed Upon Fixed Fee Dollar Amount  
Maximum Cost

PHASE B TOTAL

[REDACTED]

**PHASE C: BID-AWARD-EXECUTION PHASE**

Agreed Upon Fixed Fee Dollar Amount  
Maximum Cost

PHASE C TOTAL

[REDACTED]

**PHASE D: CONSTRUCTION PHASE**

Agreed Upon Fixed Fee Dollar Amount  
Maximum Cost

PHASE D TOTAL

[REDACTED]

**PHASE E: POST-CONSTRUCTION PHASE**

Agreed Upon Fixed Fee Dollar Amount  
Maximum Cost

PHASE E TOTAL

[REDACTED]

**ADDITIONAL COSTS**

ADDITIONAL COSTS TOTAL

[REDACTED]

**REIMBURSABLE COSTS**

REIMBURSABLE COSTS TOTAL

[REDACTED]

**MAXIMUM NOT-TO-EXCEED CONTRACT AMOUNT**

[REDACTED]

Insert Attachment 5 here upon contract negotiation.

TEMPLATE

