

REQUEST FOR QUALIFICATIONS

FOR



ISSUE DATE:

RESPONSES DUE:

PRIOR TO:

DELIVER TO:

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

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



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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

September 15, 2014

Re: Announcement
Request for Statements of Qualifications (RFQ) for Providing Professional Architectural Services:
Austin Studio Expansion
Solicitation Number: CLMP170

The City of Austin, through Various Departments and its Contract Management Department, is requesting statements of qualifications for the selection of a professional architectural firm for the above-noted project. Statement of qualifications will be due **PRIOR to 3:00 p.m., Monday, October 6, 2014**, 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 with www.time.gov, the Official U.S. time. The selection process for this project is anticipated to be completed in November 2014.

A pre-response meeting will be held beginning at 2:00 p.m., Monday, September 22, 2014, in the Austin Film Society's Screening Room at Austin Studios, 1901 E. 51st Street, Austin, TX. Respondents are instructed to abide by the following entrance procedures:

- Access Austin Studios via Gate 2 which is located near the large water tower
- Dial 24# at the call box to gain entry
- Follow the signs to park near the AFS Screening Room

The purpose of the meeting is 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.

All prime firms and subconsultants must be registered to do business with the City of Austin prior to the contract award. 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 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. The complete RFQ packet is located as an attachment under the solicitation CLMP170. Copies may also be obtained through the City's Vendor Connection website: https://www.ci.austin.tx.us/financeonline/vendor_connection/index.cfm. The authorized contact persons for this solicitation are Margaret Shaw, Project Manager, at margaret.shaw@austintexas.gov or (512) 974-6497 or Sofie Johnson, Buyer II at sofie.johnson@austintexas.gov or (512) 974-9143. Please contact Margaret Shaw for all project related questions and me for any RFQ procurement process questions.

Sincerely,

Sofie Johnson, Buyer II
Contract Management Department
Contract Procurement Division

cc: Margaret Shaw



REQUEST FOR QUALIFICATIONS

Solicitation Number: CLMP170

Project Name: Architectural Services for the Austin Studio Expansion

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 architectural 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: OCTOBER 6, 2014 PRIOR TO 3:00 pm

ATTENTION: Sofie Johnson

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 with www.time.gov, the Official U.S. time. 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 November 2014

All prime firms and subconsultants must be registered to do business with the Owner prior to the contract award. 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.

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 coverage 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 \$1,000,000.00 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 September 22, 2014 at 2:00 p.m. in the Austin Film Society's Screening Room located at Austin Studios, 1901 E. 51st Street, Austin, Texas.** Attendance at the meeting is not required; however, meeting minutes will not be issued.

If interviews are conducted, the proposed date for the interviews will be the **first week** of November 2014.

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.

AUTHORIZED CONTACT PERSONS

PROJECT MANAGER:

Margaret Shaw

(512) 974-6497

margaret.shaw@austintexas.gov

BUYER II:

Sofie Johnson

(512) 974-9143

sofie.johnson@austintexas.gov

END



INSTRUCTIONS TO CONSULTANTS

Solicitation Number: CLMP170

Project Name: Architectural Services for the Austin Studios Expansion

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 **one (1) original, seven (7) copies 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 City 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. City 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 City 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 City of Austin.

(K) "Owner" means Austin Film Society

(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.

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- (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 City.
- (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

City 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:

- 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.
- 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 (or other MBE/WBE Procurement Program documents) in accordance with the MBE/WBE Procurement Program Package or DBE Procurement Program Package.
- 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 City’s Purchasing Officer.
- SOQs received from a Proposer when Proposer or principals are currently debarred or suspended by Federal, State or City governmental agencies.

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

- 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.
- Failure to provide a response to one or more of the Consideration Items.
- Response failed to show the prime firm performing the plurality of the services.
- 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. City 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

This solicitation is for a contract with the Austin Film Society with oversight and final approval by the City in accord with the requirements of the Scope of Work and Agreement for Development and Construction. 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 City'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: CLMP170

Project Name: Architectural Services for Austin Studios Expansion

PROJECT FOR:

CITY OF AUSTIN, AUSTIN FILM SOCIETY, and ECONOMIC DEVELOPMENT DEPARTMENT
THROUGH ITS CONTRACT MANAGEMENT DEPARTMENT

PROJECT TITLE:

AUSTIN STUDIOS EXPANSION

OBJECTIVES OF THE PROJECT:

The City of Austin (City) anticipates selecting a qualified Architectural Services Consultant (Consultant) to provide design and construction administration services for improvements associated with the Austin Studios Expansion project. The selected Consultant shall have experience with the planning, design, and construction of infrastructure and facilities for multi-user compounds that develop in phases (shell and core, tenant improvement, future expansion); adaptive reuse projects that require environmental remediation; and processes associated with implementation of City of Austin General Obligation Bond projects, including, but not limited to, alternate project delivery methods, stakeholder engagement, Art in Public Places, and LEED Certification.

The Austin Film Society (AFS) will utilize the Construction Manager-at-Risk (CMR) alternative delivery method for the construction and associated improvements. There will be two separate Request for Qualifications – this solicitation for the Architectural Services Consultant and a separate solicitation for the CMR by AFS. This solicitation is for a contract with AFS and with oversight and final approval by the City in accordance with the Agreement for Development and Construction of New Cultural Facilities (the Agreement) and this Scope of Work.

BACKGROUND:

The Austin Studios Expansion project is for the Film Society of Austin d.b.a. Austin Film Society (AFS), a Texas non-profit corporation, through the City of Austin's Contract Management Department.

About the City of Austin

The City of Austin, Texas, population 840,000, is the 11th largest city in the country. This vibrant and dynamic city tops numerous "Best" lists for business, entertainment, and quality of life. Austin was selected as the "Best City for the Next Decade" (Kiplinger), the "Top Creative Center" in the US (Entrepreneur.com), and is in the Top Seven List of Intelligent Communities for 2012 as ranked by the Intelligent Community Forum. Austin continues to lead the country with its vision of being the "Most Livable City in the Country." Austin is emerging as a player on

the international scene with such events as South by Southwest (SXSW), Formula 1 Grand Prix, and home to companies such as Apple, Samsung, Dell, and Whole Foods. From the seat of state government, to the “Live Music Capital of the World”, and its growth as a film center, Austin has gained worldwide attention as a hub for education, business, health, and sustainability. Since the mid-1800s, Austin's population has doubled every 20 years and is projected to have record-breaking growth for the next decade.

About AFS

AFS is a non-profit organization that empowers our community to make, watch and love film and creative media by:

- Showing great films and premieres
- Managing Austin Studios
- Awarding grants and supporting filmmakers
- Teaching kids & adults about filmmaking
- Presenting the annual Texas Film Awards to raise funds and awareness for the above

AFS began in 1985 with a group of friends getting together to watch films that were not distributed to the general public. As word got out, that small group of cinephiles turned to hundreds and AFS was born, honoring classic and independent film with screenings in venues all over Austin. Over the years, AFS has grown from a primarily film-watching organization into an organization that offers exhibition, education, artist services and economic development programming, fully embodying its “make, watch, and love” mission.

About Austin Studios

For more than a decade, AFS has operated Austin Studios, a 20-acre film and creative media production complex located at 1901 E. 51st Street. The goal of Austin Studios is to enhance/enrich/boost Austin’s creative media community and infrastructure. Austin Studios was founded by AFS in 2000 as a part of the City’s economic growth strategy; in 2006, AFS received \$5 million in City of Austin general obligation bond funds to outfit two soundstages and another \$1 million from Austin Energy and Austin Water Utility to extend utilities throughout Austin Studios campus

Since it opened, Austin Studios has been utilized for a number of film and creative media productions, including films such as TRUE GRIT, IDIOCRACY, MISS CONGENIALITY, PREDATORS, SPY KIDS, and PARKLAND; television series such as “The Lying Game” and “From Dusk Till Dawn”; commercials and photo shoots for ESPN Sports, Reebok, Entertainment Weekly; music videos, community events and many more. These productions have resulted in over \$1.4 billion in economic impact to the City.

Austin Studios’ production facilities currently feature two soundstages, one mill/wardrobe facility, production offices, and acres of back-lot for base camp, set construction, and parking. In addition to the 100,000sf of production space, Austin Studios is home to over 40 small businesses, filmmakers, and production vendors, including Richard Linklater’s Detour

Filmproduction, Chapman Leonard Studio Equipment, SoundCheck Austin, MPS Camera, and Rooster Teeth. AFS' offices, screening room, and meeting room are located at Austin Studios, bringing over 4,500 visitors to the studios lot annually through exhibition, education, and artist services programming. These tenants make Austin Studios unique, diverse, and vibrant.

AFS' Vision for Austin Studios

Today, AFS is positioned to expand Austin Studios even further through its partnership with the City of Austin. First, Austin voters approved a \$5.4 million bond package in November 2012 that will help renovate Austin Studios' facilities into more productive space for the film and creative media industry. Secondly, Austin Studios recently expanded its space portfolio through the acceptance of the 75,000sf former National Guard Armory building (Armory). Additionally, AFS will receive Google Fiber through the Community Connect program, making Austin Studios a hotspot for digital and convergent media.

Together, these initiatives will enable AFS to increase the amount of space and infrastructure made available for film and creative media production, small business space offerings, and community amenities. AFS's vision is to transform the Armory into a Creative Media Hub that consolidates many of the small business tenant and AFS office spaces under one roof. The Creative Media Hub is envisioned as a collaborative and dynamic home for film and creative media makers, crew members, and film lovers. The goal is for the Creative Media Hub to feature space for film and creative media businesses, including those of anchor tenants, small business suites and AFS offices. The Hub will also host a shared lobby, a 70-80 seat screening room, multi-purpose conference and meeting rooms, a co-working center and artist incubator, and a café and break room/crew lounge.

The \$5.4 million Austin Studios Expansion project is the foundation of AFS' Creative Media Hub vision. The project will enable the renovation of the Armory to make it suitable for tenant investment and AFS use; it will enhance functionality of Austin Studios by reorganizing uses and improving security, access, and wayfinding; it will also expand critical site infrastructure (electrical, water, sanitary sewer, and communications) to allow for increased capacity and future expansion opportunities.

Site Description

Austin Studios is situated on 20 acres in central-east Austin at the edge of the Robert Mueller Municipal Airport (Mueller) redevelopment; its address is 1901 E. 51st Street. The facilities at Austin Studios were originally a part of the municipal airport; its soundstages are former airplane hangars and its production offices were originally used for the private terminal. Currently, Austin Studios features approximately 190,000sf of permanent facilities, divided amongst eight structures: Stages 1 through 7, the "Red Building", and the ARMORY. Bungalows A through E are temporary facilities but provide additional production office and AFS office space. A site diagram providing additional information about its layout has been included with this Request for Qualifications.

ANTICIPATED SERVICES:

The selected Consultant shall provide professional design and construction administration services for all basic aspects of the Austin Studios Expansion project, including site work, infrastructure, information technology and security systems, and facilities renovation and possible new construction.

The selected Consultant shall provide efficient and coordinated management of its team. The selected Consultant shall incorporate feedback from AFS, the City, the AFS and City Project Managers, Contractor, and Subject Matter Experts; shall participate in Mueller New Construction Committee/Planned Improvements Advisory Committee; shall ensure Record Documents (Site Development Plan, Construction Plans) are complete; shall meet MBE/WBE program requirements; and shall have direct responsibility for ensuring work products are completed on schedule, on budget, and to the level of quality required by the Agreement between the City and AFS.

The selected Consultant shall provide professional services for the design and construction administration of this project. The activities of the selected consultant shall incorporate AFS' past and current pre-project planning activities and will remain through post construction. The design and construction administration services will include, but is not limited to, the following:

- Existing conditions analysis; Review of space programming and scope of work
- Participation in design phase, bid phase, construction phase, and post-construction
- Prepare schematic designs, design development, bid, site development plan and permitting, construction, and post-construction documents
- Review of shop drawings, response to requests for information, and field observation during the construction phase
- Professional services coordination; efficient management of Consultant work-schedules; delivery of complete work products on-schedule; employment of project communication protocols
- Preparation of exhibits and reports and participation in stakeholder meetings, milestone work sessions, and updates to executives, boards, the City, the New Construction Council and/or Planned Implementation Advisory Commission
- Coordination of documentation for LEED Silver Certification, as needed
- Oversight of the quality of all aspects of the project in adherence to project goals, schedule, and budget
- Assurance of Consultant's compliance with the Agreement, including MBE/WBE program requirements
- Work responsively and collaboratively with AFS and City representatives, including but not limited to Project Managers from AFS and the City, Art in Public Places coordinator, SMBR representative as well as planning review and inspections staff.

The Austin Studios Expansion project consists of the following program elements;

1. RENOVATION OF THE FORMER NATIONAL GUARD ARMORY BUILDING

AFS' vision is to adapt the approximately 75,000sf former National Guard Armory building into a Creative Media Hub that will serve as a home base for the film and creative media community in Austin. The Austin Studios Expansion project will ready this building for tenant investment and AFS use by developing a functional core and shell. Core building systems such as utilities infrastructure, restrooms, roof, and life safety require upgrades; shared amenities such as a central lobby, conference and meeting rooms, screening room, break room, and media lounge are desired. An implementation plan that addresses future expansion opportunities is needed.

2. CAMPUS ORGANIZATION, CONNECTIVITY, ACCESS, SECURITY, AND WAYFINDING

The Austin Studios Expansion project will reconfigure the campus to locate "public" functions to a more accessible part of the compound, which means that circulation and access paths will need to be added and clarified. Security gates, screening fences, and key-card access points will need to be strategically placed to enable a separation of "public" and "private" functions. Landscaping, signage, and wayfinding will be required to unify the Austin Studios compound and facilitate efficient movement of vehicles, pedestrians, and cyclists. Opportunities for enhanced integration with the surrounding neighborhoods will be considered.

3. INFRASTRUCTURE

In order to facilitate increasing levels of film and creative media activities, the Austin Studios Expansion project requires upgrades to critical site and building infrastructure including electrical, water, sanitary sewer, and communications services. Infrastructure capacities need to be sized to accommodate current and future expansion needs. Site drainage and detention needs to be addressed.

The selected Consultant's Project Manager shall be the single point of contact for AFS and report to AFS' Project Manager and coordinate with the City's Project Manager and other AFS and City representatives, as needed. All required deliverables will be approved by AFS and the City prior to distribution for construction; monthly reports will be submitted in accordance with the Agreement. Neither the selected Consultant nor any members of the Consultant's team shall be able to serve as AFS' Project Manager or Contractor.

PROPOSED SCHEDULE:

For planning purposes, AFS’s anticipated timeline for the Austin Studios Expansion is as follows:

Project Manager Procurement	August – October 2014
Architectural Services Procurement	September – November 2014
Architectural Services Interview (if required)	November 4 or 5, 2014
Design Phase	November 2014 – June 2015
Contractor Procurement	December 2014 – February 2015
Construction Phase	July 2015 – March 2016
Grand Opening	April 2016

COST ESTIMATE:

The total project budget for Austin Studios Expansion project is \$5.4 million, which is provided through City bond funds. Of this total project budget, approximately \$579,000 is available for design services. It is anticipated that the selected consultant will craft a scope of work and pricing schedule that is commensurate with the construction budget of approximately \$4 million. Improvements that might be funded by other sources (e.g., tenants or donors) would be performed under separate or alternate contracts and are yet to be determined.

MAJOR AND OTHER SCOPES OF WORK:

Below is a list of the major scopes of work that AFS and the City has identified for this project. ***There must be representation for all major scopes of work listed in the prime’s statement of qualifications. 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.*** In addition, the City and AFS have identified Other Scopes of work that MAY materialize during the course of the project. The City and AFS do not guarantee that the scopes listed under Other Scopes of work 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

- Architectural Services
- Civil Engineering Services
- Structural Engineering Services
- Mechanical, Electrical, and Plumbing Engineering Services
- Landscape Architect Design Services
- LEED Certification Consulting Services
- Wayfinding

Other Scopes of Work

Network Information Technology Planning
Permitting Services
Graphic Design Architect
Environmental Remediation Consulting Services
Building Commissioning Services
Theater / Acoustical Consultant

Notes:

- **Deadlines for questions** - Any questions relating to this RFQ should be emailed to the authorized contact person no later than Monday, September 29, 2014.
- 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 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.



EVALUATION CRITERIA STAND ALONE SOLICITATIONS

Solicitation Number: CLMP170

Project Name: Architectural Services for Austin Studios Expansion

The following is a description of items to receive consideration in the evaluation of responses for providing professional engineering/architectural/planning 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 8-1/2 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 City of Austin (City) prior to contract award. Prime firms are responsible for ensuring that their subconsultants are registered as vendors with the City of Austin. You may register through the City'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

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 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.**

CONSIDERATION ITEM 2
TURNED IN ALL REQUIRED DOCUMENTS

Did respondent turn in the requested documents as required by this Consideration Item and the forms and submittal requirements for all other consideration items?

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

Respondent must attach the following to Consideration Item 2:

- **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**

NOTE: Other forms and submittal documents required in the remaining consideration items should be attached to that respective consideration item.

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 Austin Film Society (AFS) and the City’s

Project Managers and key representatives from AFS and City, the construction manager at risk (CMR) contractor, and how subconsultants will work within the team structure. Describe the roles of the key individuals proposed to work on this project.

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) <http://www.cityofaustin.org/edims/document.cfm?id=110795>
[20071129-046, Resolution](http://www.cityofaustin.org/edims/document.cfm?id=110796) <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

The City and AFS are interested in the team's overall understanding of the project scope, its diverse stakeholders, and the issues and opportunities presented by the Studios expansion. Please provide your team's philosophy and approach to similar projects, highlighting how design solutions addressed stakeholders' needs within budget constraints. Outline team's approach including details on methods, techniques and sequencing required in a successful project. Detail how the prime firm will interface with AFS' Project Manager, AFS' and City's appointed representatives, CMR contractor and the major subconsultants' roles.

- **Provide a narrative not to exceed five (5) pages.**
 - **Provide a project schedule (graphic), including key project milestones (1 page)**
-

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 Manager OR Project Professional must be licensed and registered as a professional architect or engineer in the State of Texas at the time of submittal. Either the Project Manager or Project Professional must be a LEED Accredited Professional.

For each individual, list three (3) projects completed in the past ten (10) years that demonstrate experience similar to the Austin Studios Expansion project.

- **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.**

Definitions:

The following definitions are meant to assist the prime firm in determining the appropriate key team members for this project. These definitions are not exhaustive and are meant only as a guide.

Project Manager: The COA defines a project manager as an individual in the prime firm who:

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

Project Principal: The COA defines a project principal as an individual in the prime firm who:

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

Project Professional: The COA defines a project professional as an individual in the prime firm who:

EVALUATION CRITERIA – STAND ALONE

- ◆ Serves as lead Engineer, Architect, Landscape Architect, Planner or other professional on the proposed team who designs and develops project specifications.
 - ◆ Creates, reviews and provides resolution of technical specifications.
 - ◆ Directs other professional activities.
 - ◆ Is responsible for the preparation of probable construction cost estimates.
 - ◆ Has all required licenses, certifications or registrations at the time of submittal.
-

CONSIDERATION ITEM 5

PRIME FIRM'S COMPARABLE PROJECT EXPERIENCE (past 10 years)

20 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 that the prime firm has completed in the past ten (10) years. Project examples that illustrate experience with film and creative media production facilities (sound stages, post-production facilities, etc.), creative office layouts, shared building amenities, screening rooms, and theatrical facilities preferred. .

- **Provide a narrative not to exceed two (2) pages.**
- **Complete Form 10 and provide no more than one (1) page per project.**

In addition, City may consider history of firm in complying with project programs, schedules, and budgets on previous City projects.

City is interested in the prime firm's expertise in design. Please submit a representative sampling in two dimensional formats of designs completed by the prime firm in the past five years. Using the three projects identified on Form 10, please provide project name and basic information regarding location, date of construction, names of design team members, project scope, etc. for the three projects.

- **Provide copies of drawings or photographs bound into the hard copy of the response and provided as a separate PDF file in the CD or flash drive. Please do not send portfolios or original work as these items cannot be returned to you.**
-

CONSIDERATION ITEM 6

MAJOR SCOPES OF WORK - COMPARABLE PROJECT EXPERIENCE (past 10 years)

15 points maximum

EVALUATION CRITERIA – STAND ALONE

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 for projects that have been completed in the past five years. In addition, City may consider history of firms in complying with project programs, 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.**
-

CONSIDERATION ITEM 7

TEAM'S EXPERIENCE WITH AUSTIN ISSUES

5 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. City is also interested in team's (including subconsultants) experience with issues related to film and creative media production, as may be evidenced by working with clients similar to the Austin Film Society or Austin Studios. 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 three (3) pages.**
-

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 all *architectural* firms in the data base with previous City projects.

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



Project Name:

Project/Solicitation Number:

Date:



JANUARY 2011

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MBE/WBE GOALS

Annual/Project Participation Goals:		Annual/Project Participation Subgoals:	
MBE	%	African American	%
WBE	%	OR Hispanic	%
		Asian/Native American	%
		WBE	%

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 subconsultant 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

Project Name	
Solicitation Number	

Project Goals or Subgoals	
MBE	%
African American	%
Hispanic	%
Native/Asian American	%
WBE	%

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 <i>Compliance Plan</i> and found that the Proposer HAS <input type="checkbox"/> or HAS NOT <input type="checkbox"/> 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.

Goals: Proposed Participation	
MBE	%
WBE	%
Non-Certified	%

Subgoals: Proposed Participation	
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 CLMP170 Austin Studios Expansion

Version No.: 1

Phase: 1

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Vendors Within the SLBP Area

90602 Acoustics; Noise Abatement - Architectural Service

RAP7016655 DICKENSHEETS DESIGN ASSOCIATES LLC 12335 Hymeadow Dr Ste 200 Austin Tx 78750-1816	512-331-8977 512-331-8947 ruthann@dickensheets.com	WB	F/Caucasian	AU
VS0000027487 Delgado Daniels & Associates, Inc. 4525 Grand Cypress Drive Austin Tx 78747	512-280-4188 5122804188 pat@dmdesignworks.com	MWB	F/Hispanic	AU
V00000906830 Gamble Osgood Collaborative, LLC 4015 Avenue D Austin Tx 78751	512-203-6110 sarah.gamble@gocoastin.com	WB	F/Caucasian	AU
VIL5001500 NEGRETE & KOLAR ARCHITECTS LLP 11720 North Ih35 Austin Tx 78753	512-474-6526 512-474-6761 dnegrete@nekoarch.com	MDB	M/Hispanic	AU

90607 Architect Services, Professional

EMI7074695 ACME ARCHITECTURE 1001 E 8th St Austin Tx 78702-3249	512-477-1727 512-477-9876 EMILY@CLAYTONLANDLITTLE.COM	WDB	F/Caucasian	AU
TAN4546250 ALAN Y TANIGUCHI ARCHITECT & Assoc Inc 1609 W 6th St Austin Tx 78703-5059	512-474-7079 512-474-7579 evan@taniguchi-arch.com	MB	M/Asian	AU
V00000909861 ANA D GALLO 1501 Barton Springs Rd #230 Austin Tx 78704	512-236-0868 5122360868 ana@anagallo.com	MWDB	F/Hispanic	AU
ASD7048240 ASD CONSULTANTS INC 8120 N Ih 35 Austin Tx 78753	512-836-3329 512-836-3802 curtis2aia@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

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	VS0000029061 B+V Design, LLC 208 W. 4th St., 3a Austin Tx 78701	512-293-6290 5124741988 stephi@b-vdesign.com	WB	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
	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	512-473-8909 dkett@studiodk.com	WB	F/Caucasian	AU
	VS0000027487 Delgado Daniels & Associates, Inc. 4525 Grand Cypress Drive Austin Tx 78747	512-280-4188 5122804188 pat@dmddesignworks.com	MWB	F/Hispanic	AU
	V00000900691 Dunnam Tita, PLLC 1201 W 6th Suite E Austin Tx 78703	512-482-9790 kate@dunnamtita.com	WB	F/Caucasian	AU
	ELI7156085 ELIZABETH SALAIZ ARCHITECT INC 2305 Rundell Pl Austin Tx 78704-3027	512-761-4546 esarch@sbcglobal.net	MWB	F/Hispanic	AU
	FAC8301027 FACILITIES RESOURCE INC 9737 Great Hills Trail Suite 305 Austin Tx 78759	512-371-1232 512-371-9155 dross@fri-texas.com	WDB	F/Caucasian	AU

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V00000906830 Gamble Osgood Collaborative, LLC 4015 Avenue D Austin Tx 78751		512-203-6110 sarah.gamble@gocoaustin.com	WB	F/Caucasian	AU
CAS7072670 JAIME 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@jdaistudio.com	WB	F/Caucasian	AU
VS0000011600 Karen A McGraw 4315 Ave C Austin Tx 78751		512 459-2261 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
LOP8322397 LOPEZ SEIDEL ARCHITECTS INC 9901 Brodie Lane, Suite 160 Austin Tx 78748		5125221959 lenz@lopezsalas.com	MDB	M/Hispanic	AU
LSJ8318707 LS JOHNSTON ARCHITECTS 1313 E 6th St Austin Tx 78702-3301		512-478-4952 512-478-4972 LSJ@LSJOHNSTON.COM	WB	F/Caucasian	AU
VC0000101572 MCCANN ADAMS STUDIO 515 Congress Ave, Ste 1600 Austin Tx 78701		512-732-0001 512-732-0004 JANAM@MCCANNADAMSSTUDIO.COM	WDB	F/Caucasian	AU
MIR7167890 MIRO RIVERA ARCHITECTS INC 505 Powell St Austin Tx 78703-5121		512-477-7016 512-476-7672 rosa@mirorivera.com	MDB	M/Hispanic	AU
MAR3044500 MWM DESIGNGROUP INC 305 E Huntland Dr Ste 200 Austin Tx 78752		512-453-0767 512-453-1734 juliah@mwminc.com	WDB	F/Caucasian	AU
VIL5001500 NEGRETE & KOLAR ARCHITECTS LLP 11720 North lh35 Austin Tx 78753		512-474-6526 512-474-6761 dnegrete@nekoarch.com	MDB	M/Hispanic	AU

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V00000904523 Nassri-Warren Group Architects, Inc. 2313 Lake Austin Ave. Suite 209 Austin Tx 78703		512-481-1700 5124811700 agarza@twgarch.com	MWB	F/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
VC0000103455 STUDIO BALCONES LLC 702 San Antonio Street Austin Tx 78701		512-383-8815 jennifer@studiobalcones.com	WB	F/Caucasian	AU
SUN4499350 SUNLAND GROUP INC 1033 La Posada Drive Suite 370 Austin Tx 78752		512-590-7951 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
V00000913709 Studio D Consulting+Design, LLC Po Box 340183 Lakeway Tx 78734		512-970-6180 5122849651 deb@studiodconsulting.com	WB	F/Caucasian	AU
ARI0290800 THE ARIZPE GROUP INC 6330 E Hwy 290 Ste 375 Austin Tx 78723-1156		512-339-3707 512-339-3709 Robert.Arizpe@Arizpe.com	MDB	M/Hispanic	AU
LAU8315738 THE LAUCK GROUP INC 106 East 6th Street Suite 700 Austin Tx 78701		512-479-0337 512-479-7833 mary.bledsoe@lauckgroup.com	WB	F/Caucasian	AU
THI8305569 THIRD LAND INC P.O. Box 162137 Austin Tx 78716-		512-306-8885 512-732-0853 EFRANKE@THIRDLAND.COM	WDB	F/Caucasian	AU

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	VS0000029419 VEALENZUELA PRESERVATION STUDIO LLC 4401 Hoffman Drive Austin Tx 78749	512-291-8108 5122918108 beth@v-preservationstudio.com	WDB	F/Caucasian	AU
90640 Graphic Design - Architectural					
	ASA8322718 ASAKURA ROBINSON COMPANY L L C 1911 Rio Grande Austin Tx 78705	512-351-9601 832-201-7198 margaret@asakurarobinson.com	MDB	M/Asian	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
	VS0000029061 B+V Design, LLC 208 W. 4th St., 3a Austin Tx 78701	512-293-6290 5124741988 stephi@b-vdesign.com	WB	F/Caucasian	AU
	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
	COD8314790 CO' DESIGN 1200 Yaupon Valley Rd Austin Tx 78746-4331	512-423-1298 512-328-5231	WDB	F/Caucasian	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
	V00000900691 Dunnam Tita, PLLC 1201 W 6th Suite E Austin Tx 78703	512-482-9790 kate@dunnamtita.com	WB	F/Caucasian	AU
	FAC8301027 FACILITIES RESOURCE INC 9737 Great Hills Trail Suite 305 Austin Tx 78759	512-371-1232 512-371-9155 dross@fri-texas.com	WDB	F/Caucasian	AU
	V00000906830 Gamble Osgood Collaborative, LLC 4015 Avenue D Austin Tx 78751	512-203-6110 sarah.gamble@gocoastin.com	WB	F/Caucasian	AU

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VIL5001500 NEGRETE & KOLAR ARCHITECTS LLP 11720 North Ih35 Austin Tx 78753		512-474-6526 512-474-6761 dnegrete@nekoarch.com	MDB	M/Hispanic	AU
V00000904523 Nassri-Warren Group Architects, Inc. 2313 Lake Austin Ave. Suite 209 Austin Tx 78703		512-481-1700 5124811700 agarza@twgarch.com	MWB	F/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
VC0000103455 STUDIO BALCONES LLC 702 San Antonio Street Austin Tx 78701		512-383-8815 jennifer@studiobalcones.com	WB	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
ARI0290800 THE ARIZPE GROUP INC 6330 E Hwy 290 Ste 375 Austin Tx 78723-1156		512-339-3707 512-339-3709 Robert.Arizpe@Arizpe.com	MDB	M/Hispanic	AU
LAU8315738 THE LAUCK GROUP INC 106 East 6th Street Suite 700 Austin Tx 78701		512-479-0337 512-479-7833 mary.bledsoe@lauckgroup.com	WB	F/Caucasian	AU
VS0000006470 Villafana Enterprises Incorporated 2616 Glen Field Drive Cedar Park Tx 78613		512-619-8911 mv@modcatdesign.com	MWB	F/Hispanic	AU
90656 Landscape Architecture					
COL7073755 AAN GARRET-COLEMAN & ASSOCIATES INC 9890 Silver Mountain Dr Austin Tx 78737		512-476-2090 512-476-2099 aan@colemanandassoc.com	WDB	F/Caucasian	SL
ASA8322718 ASAKURA ROBINSON COMPANY L L C 1911 Rio Grande Austin Tx 78705		512-351-9601 832-201-7198 margaret@asakurarobinson.com	MDB	M/Asian	AU

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	VC0000101891 CAROLYN KELLEY 2905 Oak Crest Ave Austin Tx 78704	512-445-0431 512-857-1342 CAROLYN@CKLA.NET	WDB	F/Caucasian	AU
	COD8314790 CO' DESIGN 1200 Yaupon Valley Rd Austin Tx 78746-4331	512-423-1298 512-328-5231	WDB	F/Caucasian	AU
	VS0000020827 Coleman TBG Partners, LLC 9890 Silver Mountain Dr. Austin Tx 78737	5124762090 5124762099 lauren@colemanandassoc.com	WDB	F/Caucasian	SL
	ELE7135270 ELEANOR H MCKINNEY LANDSCAPE Architect Inc 2007 Kinney Ave Austin Tx 78704-4007	512-445-5202 512-445-3432 ehmla@swbell.net	WB	F/Caucasian	AU
	GAR7082030 GARCIA DESIGN INC 11500 Metric Blvd Bldg M-1 Ste 150 Austin Tx 78758	512-892-0353 512-821-2085 RGARCIA@GARCIADesignINC.NET	MDB	M/Hispanic	AU
	V00000907852 GarzaBury, L.L.C. 221 W. Sixth Street, Suite 380 Austin Tx 78701	512-298-3284 5122982592 rgarza@garzabury.com	MB	M/Hispanic	AU
	VS0000017158 JOAN S HYDE 3100 Harris Blvd Austin Tx 78703	512-850-9075 512-474-2355 ResourceDesign@earthlink.net	WB	F/Caucasian	AU
	PAT7048530 KNUDSON LP 6705 Hwy 290 W Ste 502 #222 Austin Tx 78735	713-463-8200 713-463-8011 ddooley@knudsonservices.com	WDB	F/Caucasian	AU
	VC0000101572 MCCANN ADAMS STUDIO 515 Congress Ave, Ste 1600 Austin Tx 78701	512-732-0001 512-732-0004 JANAM@MCCANNADAMSSTUDIO.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	WDB	F/Caucasian	AU
	V00000904523 Nassri-Warren Group Architects, Inc. 2313 Lake Austin Ave. Suite 209 Austin Tx 78703	512-481-1700 5124811700 agarza@twgarch.com	MWB	F/Hispanic	AU

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	V00000901680 Pharis Design 2525 South Lamar #4 Austin Tx 78704	512-853-9682 moyara@pharisdesign.net	MWDB	F/Hispanic	AU
	VS0000009836 STACIE ELLEN ENGELING 1214 W 6th St, Ste 208 Austin Tx 78703	512-484-1105 stacie@hush.com	WB	F/	AU
	VC0000103455 STUDIO BALCONES LLC 702 San Antonio Street Austin Tx 78701	512-383-8815 jennifer@studiobalcones.com	WB	F/Caucasian	AU
	THI8305569 THIRD LAND INC P.O. Box 162137 Austin Tx 78716-	512-306-8885 512-732-0853 EFRANKE@THIRDLAND.COM	WDB	F/Caucasian	AU
	VS0000003173 VERDI LAND PLANNING LLC 4413 Nixon Ln. Unit D Austin Tx 78725	512-419-0883 5124190018 info@verdiaustin.com	WDB	F/Caucasian	AU
90664 Planning, Urban (Community, Regional, Areawide,and State)					
	V00000907236 360 Professional Services, Inc. P.O. Box 3639 Cedar Park Tx 78630	512-354-4682 103 tammy.foster@360psinc.com	WDB	F/Caucasian	SL
	EMI7074695 ACME ARCHITECTURE 1001 E 8th St Austin Tx 78702-3249	512-477-1727 512-477-9876 EMILY@CLAYTONLANDLITTLE.COM	WDB	F/Caucasian	AU
	ASA8322718 ASAKURA ROBINSON COMPANY L L C 1911 Rio Grande Austin Tx 78705	512-351-9601 832-201-7198 margaret@asakurarobinson.com	MDB	M/Asian	AU
	ASD7048240 ASD CONSULTANTS INC 8120 N Ih 35 Austin Tx 78753	512-836-3329 512-836-3802 curtis2aia@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
	V00000903997 AmaTerra Environmental, Inc. 4009 Banister Lane, Ste. 300 Austin Tx 78704	512-329-0031 5123290012 jmadden@amaterra.com	WDB	F/Caucasian	AU

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	VS0000029061 B+V Design, LLC 208 W. 4th St., 3a Austin Tx 78701	512-293-6290 5124741988 stephi@b-vdesign.com	WB	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
	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
	COD8314790 CO' DESIGN 1200 Yaupon Valley Rd Austin Tx 78746-4331	512-423-1298 512-328-5231	WDB	F/Caucasian	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
	V00000900854 Catherine M Sckerl 3702 Hollywood Avenue Austin Tx 78722	512-784-5935 catherine@studioespero.com	WDB	F/Caucasian	AU
	VS0000020827 Coleman TBG Partners, LLC 9890 Silver Mountain Dr. Austin Tx 78737	5124762090 5124762099 lauren@colemanandassoc.com	WDB	F/Caucasian	SL
	VS0000027487 Delgado Daniels & Associates, Inc. 4525 Grand Cypress Drive Austin Tx 78747	512-280-4188 5122804188 pat@dmddesignworks.com	MWB	F/Hispanic	AU
	ELE7135270 ELEANOR H MCKINNEY LANDSCAPE Architect Inc 2007 Kinney Ave Austin Tx 78704-4007	512-445-5202 512-445-3432 ehmla@swbell.net	WB	F/Caucasian	AU

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ELI7156085 ELIZABETH SALAIZ ARCHITECT INC 2305 Rundell Pl Austin Tx 78704-3027		512-761-4546 esarch@sbcglobal.net	MWB	F/Hispanic	AU
GAR7082030 GARCIA DESIGN INC 11500 Metric Blvd Bldg M-1 Ste 150 Austin Tx 78758		512-892-0353 512-821-2085 RGARCIA@GARCIADESIGNINC.NET	MDB	M/Hispanic	AU
CAS7072670 JAIME 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
VS0000017158 JOAN S HYDE 3100 Harris Blvd Austin Tx 78703		512-850-9075 512-474-2355 ResourceDesign@earthlink.net	WB	F/Caucasian	AU
PAT7048530 KNUDSON LP 6705 Hwy 290 W Ste 502 #222 Austin Tx 78735		713-463-8200 713-463-8011 ddooley@knudsonservices.com	WDB	F/Caucasian	AU
VS0000011600 Karen A McGraw 4315 Ave C Austin Tx 78751		512 459-2261 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
LSJ8318707 LS JOHNSTON ARCHITECTS 1313 E 6th St Austin Tx 78702-3301		512-478-4952 512-478-4972 LSJ@LSJOHNSTON.COM	WB	F/Caucasian	AU
VC0000101572 MCCANN ADAMS STUDIO 515 Congress Ave, Ste 1600 Austin Tx 78701		512-732-0001 512-732-0004 JANAM@MCCANNADAMSSTUDIO.COM	WDB	F/Caucasian	AU
MIR7167890 MIRO RIVERA ARCHITECTS INC 505 Powell St Austin Tx 78703-5121		512-477-7016 512-476-7672 rosa@mirorivera.com	MDB	M/Hispanic	AU
MAR3044500 MWM DESIGNGROUP INC 305 E Huntland Dr Ste 200 Austin Tx 78752		512-453-0767 512-453-1734 juliah@mwminc.com	WDB	F/Caucasian	AU

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	V00000904523 Nassri-Warren Group Architects, Inc. 2313 Lake Austin Ave. Suite 209 Austin Tx 78703	512-481-1700 5124811700 agarza@twgarch.com	MWB	F/Hispanic	AU
	VS0000028049 OMEGA POINT INTERNATIONAL INC 650 Jennifer Lane Driftwood Tx 78619	512-925-1360 snestlerode@omegapoint.net	WB	F/Caucasian	SL
	V00000901680 Pharis Design 2525 South Lamar #4 Austin Tx 78704	512-853-9682 moyara@pharisdesign.net	MWDB	F/Hispanic	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
	VC0000103455 STUDIO BALCONES LLC 702 San Antonio Street Austin Tx 78701	512-383-8815 jennifer@studiobalcones.com	WB	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
	THI8305569 THIRD LAND INC P.O. Box 162137 Austin Tx 78716-	512-306-8885 512-732-0853 EFRANKE@THIRDLAND.COM	WDB	F/Caucasian	AU
	URB4919250 URBAN DESIGN GROUP 3660 Stoneridge Rd Ste E101 Austin Tx 78746-7759	512-347-0040 512-347-1311 ltoups@udg.com	WDB	F/Caucasian	AU
90684 Telecommunications Systems- Architectural Services					
	V00000906830 Gamble Osgood Collaborative, LLC 4015 Avenue D Austin Tx 78751	512-203-6110 sarah.gamble@gocoastin.com	WB	F/Caucasian	AU

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	KTM8307597 KTM COMMUNICATIONS INC 7801 N Lamar Blvd Ste B155 Austin Tx 78752-1017	512-323-0618 512-323-0619 INFO@KTMCOMMUNICATIONS.COM	MDB	M/Hispanic	AU
91843 Environmental Consulting (INCL. SUSTAINABILITY)					
	ACI8309805 ACI GROUP L L C 1001 Mopac Cir Ste 100 Austin Tx 78746-6804	512-347-9000 512-306-0974	WDB	F/Caucasian	AU
	ASA8322718 ASAKURA ROBINSON COMPANY L L C 1911 Rio Grande Austin Tx 78705	512-351-9601 832-201-7198 margaret@asakurarobinson.com	MDB	M/Asian	AU
	ASI8308112 ASIA TRADING INC 13401 Wyoming Valley Dr Austin Tx 78727-3427	512-251-3880 chango5@sbcglobal.net	MDB	F/Asian	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
	V00000903997 AmaTerra Environmental, Inc. 4009 Banister Lane, Ste. 300 Austin Tx 78704	512-329-0031 5123290012 jmadden@amaterra.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 tbaer@BaerEng.com	WDB	F/Caucasian	AU
	REA7089305 BETTY ROGERS 6810 Miranda Dr Austin Tx 78752-3118	512-453-0177 Betty@BettyRogers.com	WB	F/Caucasian	AU
	BLA8318873 BLANTON & ASSOCIATES INC 5 Lakeway Centre Ct Ste 200 Austin Tx 78734-2616	512-264-1095 512-264-1531 KWILWERD@AOL.COM	WDB	F/Caucasian	AU
	VC0000101891 CAROLYN KELLEY 2905 Oak Crest Ave Austin Tx 78704	512-445-0431 512-857-1342 CAROLYN@CKLA.NET	WDB	F/Caucasian	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

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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
VS0000021229 COMMUNITY DEVELOPMENT MANAGEMENT CO INC 317 South Main Street Lockhart Tx 78644		512-398-7129 512-376-7304 rudyr@ccaustin.com	MDB	M/Hispanic	SL
COM8302232 COMPLIANCE RESOURCES INC Po Box 3000 #246 Georgetown Tx 78627-3000		512-930-7733 512-864-7629 KARAN@COMPLIANCERESOURCESINC.COM	WB	F/Caucasian	SL
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
V00000909343 CloudForest Software LLC 1616 Broadmoor Dr. Austin Tx 78723		512-619-0983 aide@cloudforestsoftware.com	WB	F/Caucasian	AU
V00000908664 Cook-Joyce, Inc. 812 W. 11th Street Austin Tx 78701		512-474-9097 2494 elizabeth.rabaey@cook-joyce.com	WB	F/Caucasian	AU
VS0000009931 Cox McLain Environmental Consulting, Inc. 6010 Balcones Dr Ste 210 Austin Tx 78731		512-338-2223 512-338-2225 lorie@coxmcclain.com	WDB	F/Caucasian	AU
V00000904121 D. F. Noble Consulting, LLC 1185 Taylor Ranch Road Wimberley Tx 78676		512-809-8226 txdotnoble@yahoo.com	MWDB	F/Hispanic	SL
DIA8312233 DIANE HYATT & ASSOCIATES 400 N Lowell Ln Austin Tx 78733-4207		5124135299 5123069954 dianebyatt@gmail.com	WDB	F/Caucasian	AU
VS0000020201 Deborah H Frankhouser 12903 Marimba Trail 12903 Marimba Trail Austin Tx 78729		512-632-6446 5122335303 deborah@fourpoinglighting.com	WB	F/Caucasian	AU
ECO7055745 ECO-SOUTHWEST ENVIRONMENTAL 12101 Fitzhugh Place Dripping Springs Tx 78620		512-423-1674 512-263-0099 JSJENN@ECOSOUTH.COM	MWDB	F/Hispanic	SL

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ENV7167715 ENVIRONMENTAL SURVEY INC Consulting 4602 Placid Pl Austin Tx 78731-5515		512-458-8531 512-458-1929 JCWALTHER@ENVIROSURVEY.COM	WB	F/Caucasian	AU
VS0000025424 Energy Renewal Partners, LLC 305 Camp Craft Rd Suite 575 Westlake Hills Tx 78746		512-222-1125 101 5122221132 telizondo@energyrenewalpartners.com	WB	F/Caucasian	AU
FRE8311925 FRED L MCGHEE & ASSOCIATES 2316 Thrasher Ln Austin Tx 78741-6622		512-275-6027 512-716-8001 FMCGHEE@FLMA.ORG	MDB	M/African American	AU
GAR7082030 GARCIA DESIGN INC 11500 Metric Blvd Bldg M-1 Ste 150 Austin Tx 78758		512-892-0353 512-821-2085 RGARCIA@GARCIADDESIGNINC.NET	MDB	M/Hispanic	AU
GLE7011195 GLENROSE ENGINEERING INC Po Box 1948 Austin Tx 78767-1948		512-326-8880 LAUREN@GLENROSE.COM	WDB	F/Caucasian	AU
VC0000103146 GO GREEN SQUADS LLC 3903-D Warehouse Row Austin Tx 78704		512-326-9300 5123269301 SUSAN@GOGREENSQUADS.COM	WDB	F/Caucasian	AU
V00000906830 Gamble Osgood Collaborative, LLC 4015 Avenue D Austin Tx 78751		512-203-6110 sarah.gamble@gocoaustin.com	WB	F/Caucasian	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
HAY2261500 HAYNES-EAGLIN-WATERS Po Box 82448 Austin Tx 78708-2448		512-451-6600 512-879-1088 chaynes@hewaustin.com	MWDB	F/African American	AU
SAN2347000 HICKS & CO ENVIRONMENTAL/ARCHEOLOGICAL CONSULTANTS 1504 W 5th St Austin Tx 78703-5157		512-478-0858 512-474-1849 HICKS@HICKSENV.COM	WDB	F/Caucasian	AU
HOR2411500 HORIZON ENVIRONMENTAL SVCS INC 1507 South Ih-35 Austin Tx 78741		512-328-2430 512-328-1804 lee_sherrod@horizon-esi.com	WDB	F/Caucasian	AU

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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
VS0000019796 Kathleen Zarsky 9524 Circle Drive Austin Tx 78736		512-466-6895 kathy@holoscollaborative.com	WB	F/Caucasian	AU
VS0000020714 Mainline Designs and Irrigation Consulting, LLC 5304 Fairhill Dr Austin Tx 78745		512-992-1865 512-992-1865 glenda@mdictx.com	WB	F/Caucasian	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
V00000912073 PINNACLE PROCESS SOLUTIONS INTERNATIONAL LLC 304 Cordova Cv Cedar Park Tx 78613		512-212-1166 adil@pinnacleprocess.com	MB	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
RZA7006640 RZ & ASSOCIATES INC 1400 Smith Rd Ste 101b Austin Tx 78721-3563		512-386-7336 512-386-7350 aramirez@rzcomm.com	MDB	M/Hispanic	AU
VS0000028714 Round Rock Geophysics LLC Po Box 5668 Round Rock Tx 78683		512-497-8728 Bderie@roundrockgeo.com	MB	M/African American	SL
DIV8319156 SALLIE BURCHETT 2003 La Casa Dr Austin Tx 78704-4720		512-473-2527 INFO@DIVAIMAGING.COM	WDB	F/Caucasian	AU
VC0000103003 SANTOS ALLIANCES 1001 Congress Ave Ste 100 Austin Tx 78701		512-275-0610 512-275-0616 FRANK@SANTOSALLIANCES.COM	MDB	M/Hispanic	AU
SUN4499350 SUNLAND GROUP INC 1033 La Posada Drive Suite 370 Austin Tx 78752		512-590-7951 512-494-0406 cthompson@sunlandgrp.com	WDB	F/Caucasian	AU

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V00000913709 Studio D Consulting+Design, LLC Po Box 340183 Lakeway Tx 78734		512-970-6180 5122849651 deb@studiodconsulting.com	WB	F/Caucasian	AU
V00000921504 TERRA ECOSERVICES LLC 11006 Swelling Terrace Austin Tx 78737		5122882167 hross@terraecoservices.com	WDB	F/Caucasian	SL
VS0000013543 THE MCDONALD CONSULTING GROUP INC 3317 Lookout Lane Austin Tx 78746		512-280-7175 marymcd@mcdcg.com	WB	F/Caucasian	AU
V00000908538 TOORAN KHOSH 3910 Galacia Dr Austin Tx 78759		512-461-5610 leavemail@yahoo.com	MWDB	F/Asian	AU
ZAR8310784 ZARA ENVIRONMENTAL L L C 1707 Fm 1626 Manchaca Tx 78652		512-291-4555 866-908-9137 kellie@zaraenvironmental.com	WDB	F/Caucasian	AU
VS0000022768 Zander Engineering and Consulting, Inc. 12713 Belcara Place Austin Tx 78732		512-779-3459 martha@zander-ec.com	MWB	F/Hispanic	AU
92517 Civil Engineering					
V00000907236 360 Professional Services, Inc. P.O. Box 3639 Cedar Park Tx 78630		512-354-4682 103 tammy.foster@360psinc.com	WDB	F/Caucasian	SL
AGU8313738 AGUIRRE & FIELDS LP 12708 Riata Vista Circle Ste A-109 Austin Tx 78727		512-609-1502 1507 281-340-8909 chris.bilich@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@EMAILATG.COM	WDB	F/Caucasian	AU
ROD8321224 ANDREW A RODRIGUEZ 8137 Osborne Dr Austin Tx 78729-8074		512-989-3336 512-989-9192 RODZENG@AOL.COM	MDB	M/Hispanic	AU
ASI8308112 ASIA TRADING INC 13401 Wyoming Valley Dr Austin Tx 78727-3427		512-251-3880 chango5@sbcglobal.net	MDB	F/Asian	AU

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	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 tbaer@BaerEng.com	WDB	F/Caucasian	AU
	CEP8319715 BOWMAN ENGINEERING & CONSULTING INC 902 Rio Grande Austin Tx 78701	512-263-5677 214-382-9410 SHAUNA@BOWMANENGINEERS.COM	WDB	F/Caucasian	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
	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
	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 CCLOTTEY@CLOTTEYENGINEERING.COM	MDB	M/African American	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
	V00000908664 Cook-Joyce, Inc. 812 W. 11th Street Austin Tx 78701	512-474-9097 2494 elizabeth.rabaey@cook-joyce.com	WB	F/Caucasian	AU

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V00000905281 Corsair Consulting LLC 9442 Capital Of Texas Hwy N Plaza One, Suite 500 Austin Tx 78759		512-342-8877 clinharris@corsairus.com	MDB	M/Asian	AU
V00000904121 D. F. Noble Consulting, LLC 1185 Taylor Ranch Road Wimberley Tx 78676		512-809-8226 txdotnoble@yahoo.com	MWDB	F/Hispanic	SL
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
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 3636 Executive Center Drive Suite 100 Austin Tx 78731		512-328-6995 512-328-6996 sharon_sargent@ats-engineers.com	WDB	F/Caucasian	AU
VC0000101365 ELECTRIC POWER ENGINEERS INC 13101 W Highway 71, Suite 201 Austin Tx 78738		512-382-6700 866-265-0827 hballouz@epeconsulting.com	WB	F/Caucasian	SL
ENC1735650 ENCOTECH ENGINEERING CONSULTANTS INC 8500 Bluffstone Cove, #B-103 Austin Tx 78759		512-338-1101 101 512-338-1160 KHATAW@ENCOTECHENGINEERING.COM	MB	M/Asian	AU
VC0000102911 FAYEZ S KAZI 411 W Saint Elmo Rd Unit #1 Austin Tx 78745		512-761-6161 5127616167 fayez@civiltitude.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
V00000915371 G Sylva, LLC 9712 Indina Hills Dr. Austin Tx 78717		512-934-3860 gilbert.sylva@gsylva.com	MDB	M/Hispanic	AU
VS0000008581 GLOBAL ENGINEERS INC 4219 Pebblestone Trl Round Rock Tx 78665-5027		512-417-3172 512-246-2212 munirmkhan@gmail.com	MDB	M/Asian	AU

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	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	512-298-3284 5122982592 rgarza@garzabury.com	MB	M/Hispanic	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 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
	HEJ7022940 HEJL LEE & ASSOC INC 321 Ed Schmidt Blvd., Suite 100 Hutto Tx 78634	512-642-3292 512-642-4230 hlainc@austin.rr.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
	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
	VS0000035915 JM Engineering, LLC 1314 Hillridge Drive Round Rock Tx 78665	512-550-6450 melissa@jm-engineer.com	WDB	F/Caucasian	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, Cityview 2, Ste 100 Austin Tx 78746	512-338-1704 512-338-1784 kfriese@kfriese.com	WDB	F/Caucasian	AU

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V00000906667 KB PIKE ENGINEERING LLC 105 W Riverside Drive Suite 110 Austin Tx 78704		512-794-6787 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.rr.com	MWDB	F/Hispanic	AU
LAK8323239 LAKESIDE ENGINEERS LLC 1713 Palma Plaza Austin Tx 78703		512-472-9488 2164729488 chris.ruiz64@gmail.com	MB	M/Hispanic	AU
V00000907693 LEAP Structures, PLLC 3001 S. Lamar Blvd Suite 230 Austin Tx 78704		512-298-3999 1 tchu@leapstructures.com	MDB	M/Asian	AU
MAR3044500 MWM DESIGNGROUP INC 305 E Huntland Dr Ste 200 Austin Tx 78752		512-453-0767 512-453-1734 juliah@mwminc.com	WDB	F/Caucasian	AU
VS0000011481 Maldonado-Burkett Intelligent Transportation Systems, LLP 2205 Western Trails Blvd. Ste B Austin Tx 78745-1638		512-916-1386 ramon@mbitsgroup.com	MDB	M/Hispanic	AU
V00000917073 NICOLE FRANCOIS 1008 Sundance Ridge Dripping Springs Tx 78620		512-965-8887 nfranconsulting@gmail.com	WDB	F/Caucasian	SL
PAV8303934 PAVETEX ENGINEERING & TESTING INC 3989 Hwy 290 E Dripping Springs Tx 78620-4287		512-894-3040 512-858-2921 saraht@pavetex.com	MWDB	F/Hispanic	SL
VS0000037698 PROFESSIONAL STRUCIVIL ENGINEERS INC 12710 Research Blvd. Suite 390 Austin Tx 78759		512-238-6422 psce@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

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VS000004650 RGT Engineering, Inc. 1000 Heritage Center Circle Round Rock Tx 78664		512-689-2341 512-382-6851 rgonzalez@rgtengineering.com	MDB	M/Hispanic	SL
ROD7082460 RODRIGUEZ TRANSPORTATION GROUP Inc 11211 Taylor Draper Ln Ste 100 Austin Tx 78759		512-231-9544 512-231-9133 MRODRIGUEZ@RTG-TEXAS.COM	MDB	M/Hispanic	AU
V00000901562 Regional Engineering Inc. 818 Wagon Trail Suit # 102 Austin Tx 78758		512-507-9355 5126708915 reiaustx@gmail.com	MDB	M/Asian	AU
VS0000026253 Rios Engineering, 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 utuladhar@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 1033 La Posada Drive Suite 370 Austin Tx 78752		512-590-7951 512-494-0406 cthompson@sunlandgrp.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		512-785-8564 glankes@slg-eng.com	MDB	M/Hispanic	SL

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	ARI0290800 THE ARIZPE GROUP INC 6330 E Hwy 290 Ste 375 Austin Tx 78723-1156	512-339-3707 512-339-3709 Robert.Arizpe@Arizpe.com	MDB	M/Hispanic	AU
	TRA8311787 TRANSTEC GROUP INC 6111 Balcones Dr Austin Tx 78731-	512-451-6233 512-451-6234 DAN@THETRANSTECGROUP.COM	MDB	M/Hispanic	AU
	TRI4738850 TRICIA ALTAMIRANO Consulting Engineer Inc 1101 S Cap Of Tx Hwy Ste 210d Austin Tx 78746-6438	512-328-2203 512-327-2947 taltamirano@austin.rr.com	WB	F/Caucasian	AU
	VS0000022197 Texas Engineering Solutions, LLC 5000 Bee Caves Rd Suite 206 Austin Tx 78746	512-904-0505 205 512-904-0509 sdelgado@txengs.com	MDB	M/Hispanic	AU
	URB4919250 URBAN DESIGN GROUP 3660 Stoneridge Rd Ste E101 Austin Tx 78746-7759	512-347-0040 512-347-1311 ltoups@udg.com	WDB	F/Caucasian	AU
	URB7038110 UTE CONSULTANTS INC 2007 S 1st Street Austin Tx 78704	512-789-5018 joan@uteconsultants.com	WDB	F/Caucasian	AU
	VIC7091950 VICKREY & ASSOC INC 1717 W 6th St Ste 260, Hartland Plaza Austin Tx 78703	512-494-8014 512-494-8054 austin@VICKREYNET.COM	WDB	F/Caucasian	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
92531 Electrical Engineering					
	V00000921397 APTUS ENGINEERING LLC 3400 Tavistock Dr Austin Tx 78748	5128504770 sujay@aptuseng.com	MB	M/Asian	AU
	VS0000015522 AYS Engineering, LLC 203 E. Main Street Ste 204 Round Rock Tx 78664	512-961-6835 raleman@ayseng.com	MB	M/Hispanic	SL

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V00000916723 Biju Mathew 12305 Pleasant Hill Ct Austin Tx 78738		512-731-4468 haiyo@aol.com	MB	M/Asian	SL
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 3636 Executive Center Drive Suite 100 Austin Tx 78731		512-328-6995 512-328-6996 sharon_sargent@ats-engineers.com	WDB	F/Caucasian	AU
VC0000101365 ELECTRIC POWER ENGINEERS INC 13101 W Highway 71, Suite 201 Austin Tx 78738		512-382-6700 866-265-0827 hballouz@epeconsulting.com	WB	F/Caucasian	SL
ENC1735650 ENCOTECH ENGINEERING CONSULTANTS INC 8500 Bluffstone Cove, #B-103 Austin Tx 78759		512-338-1101 101 512-338-1160 KHATAW@ENCOTECHENGINEERING.COM	MB	M/Asian	AU
V00000907852 GarzaBury, L.L.C. 221 W. Sixth Street, Suite 380 Austin Tx 78701		512-298-3284 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
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
VS0000035915 JM Engineering, LLC 1314 Hillridge Drive Round Rock Tx 78665		512-550-6450 melissa@jm-engineer.com	WDB	F/Caucasian	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
VS0000011481 Maldonado-Burkett Intelligent Transportation Systems, LLP 2205 Western Trails Blvd. Ste B Austin Tx 78745-1638		512-916-1386 ramon@mbitsgroup.com	MDB	M/Hispanic	AU

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C Code & Description	Vend Code/Adr	Phone/Fax/Email	W/MB Code	G/E	LCTN
	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
	ARI0290800 THE ARIZPE GROUP INC 6330 E Hwy 290 Ste 375 Austin Tx 78723-1156	512-339-3707 512-339-3709 Robert.Arizpe@Arizpe.com	MDB	M/Hispanic	AU
	VS0000011064 Texas Energy Engineering Services, Inc. 1301 S. Capital Of Texas Highway Suite B-325 Austin Tx 78746	512-328-2533 201 512-328-2544 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
92567 Mechanical Engineering					
	V00000921397 APTUS ENGINEERING LLC 3400 Tavistock Dr Austin Tx 78748	5128504770 sujay@aptuseng.com	MB	M/Asian	AU
	VS0000015522 AYS Engineering, LLC 203 E. Main Street Ste 204 Round Rock Tx 78664	512-961-6835 raleman@ayseng.com	MB	M/Hispanic	SL
	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 CCLOTTEY@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 3636 Executive Center Drive Suite 100 Austin Tx 78731	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 101 512-338-1160 KHATAW@ENCOTECHENGINEERING.COM	MB	M/Asian	AU
VS0000031778 ENGINEERED EXTERIORS, PLLC 13740 Research Blvd. Suite C2 Austin Tx 78750		5125713530 jen@engineeredexteriors.com	WB	F/Caucasian	AU
V00000907852 GarzaBury, L.L.C. 221 W. Sixth Street, Suite 380 Austin Tx 78701		512-298-3284 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
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 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
VS0000028414 Lackey Commercial Properties, LLC Po Box 41270 Austin Tx 78704		512-971-1201 8883817794 mwlackey@lc-cx.com	MDB	M/Hispanic	AU
V00000917399 Nodal Partners, LLC 13640 Briarwick Dr. Suite 180 Austin Tx 78729		512-364-0688 128 lindsaypalinsky@beeusa.com	MB	M/Asian	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
STE8305142 STEINMAN LUEVANO STRUCTURES LLP 5901 Old Fredericksburg Rd B101 Austin Tx 78749		512-891-6766 512-891-6966 john@slstructures.com	MDB	M/Hispanic	AU

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	ARI0290800 THE ARIZPE GROUP INC 6330 E Hwy 290 Ste 375 Austin Tx 78723-1156	512-339-3707 512-339-3709 Robert.Arizpe@Arizpe.com	MDB	M/Hispanic	AU
	VS0000011064 Texas Energy Engineering Services, Inc. 1301 S. Capital Of Texas Highway Suite B-325 Austin Tx 78746	512-328-2533 201 512-328-2544 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
92588 Structural Engineering					
	AGU8313738 AGUIRRE & FIELDS LP 12708 Riata Vista Circle Ste A-109 Austin Tx 78727	512-609-1502 1507 281-340-8909 chris.bilich@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
	CLO8320728 CLOTTEY ENGINEERING INC 210 N Kings Canyon Dr Cedar Park Tx 78613-3043	512-996-9020 512-996-9520 CCLOTTEY@CLOTTEYENGINEERING.COM	MDB	M/African American	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 3636 Executive Center Drive Suite 100 Austin Tx 78731	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 101 512-338-1160 KHATAW@ENCOTECHENGINEERING.COM	MB	M/Asian	AU

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VS0000031778 ENGINEERED EXTERIORS, PLLC 13740 Research Blvd. Suite C2 Austin Tx 78750		5125713530 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
V00000915371 G Sylva, LLC 9712 Indina Hills Dr. Austin Tx 78717		512-934-3860 gilbert.sylva@gsylva.com	MDB	M/Hispanic	AU
V00000907852 GarzaBury, L.L.C. 221 W. Sixth Street, Suite 380 Austin Tx 78701		512-298-3284 5122982592 rgarza@garzabury.com	MB	M/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
VS0000033389 JQ+TSEN LLC 1608 West 6th St Suite 200 Austin Tx 78703		512-474-4001 512-474-9179 stephanie.tsen@gmail.com	MWB	F/Asian	AU
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
V00000913547 Kings Struarchural, Inc. 555 Round Rock West Dr Suite E217 Round Rock Tx 78681		512-228-4626 patricka@kingsse.com	MDB	M/African American	SL
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 3001 S. Lamar Blvd Suite 230 Austin Tx 78704		512-298-3999 1 tchu@leapstructures.com	MDB	M/Asian	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/MB Code	G/E	LCTN
PES8307381 P E STRUCTURAL CONSULTANTS INC 8436 Spicewood Springs Rd Austin Tx 78759-6050		512-250-5200 512-250-5222 LPOWELL@PESTRUCTURAL.COM	WDB	F/Caucasian	AU
VS0000037698 PROFESSIONAL STRUCIVIL 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 utuladhar@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@slstructures.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
SUN4499350 SUNLAND GROUP INC 1033 La Posada Drive Suite 370 Austin Tx 78752		512-590-7951 512-494-0406 cthompson@sunlandgrp.com	WDB	F/Caucasian	AU
VS0000019122 TSENSTRUCTURAL LLC 906 E 53 1/2 St Austin Tx 78751		512-415-0658 stephanie@tsenstructural.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
92678 Remediation Services, Environmental					
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

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C Code & Description	Vend Code/Adr	Phone/Fax/Email	W/MB Code	G/E	LCTN
	V00000907816 COLISHA DEVORE 12931 Heyerdahl Dr Austin Tx 78753	5126239481 qrcservice@gmail.com	MWB	F/African American	AU
	COM8302232 COMPLIANCE RESOURCES INC Po Box 3000 #246 Georgetown Tx 78627-3000	512-930-7733 512-864-7629 KARAN@COMPLIANCERESOURCESINC.COM	WB	F/Caucasian	SL
	V00000908664 Cook-Joyce, Inc. 812 W. 11th Street Austin Tx 78701	512-474-9097 2494 elizabeth.rabaey@cook-joyce.com	WB	F/Caucasian	AU
	VS0000025424 Energy Renewal Partners, LLC 305 Camp Craft Rd Suite 575 Westlake Hills Tx 78746	512-222-1125 101 5122221132 telizondo@energyrenewalpartners.com	WB	F/Caucasian	AU
	VS0000010573 Pond Pros LLC Po Box 2239 San Marcos Tx 78667	512-608-8388 5126817002 estimates@pondproslc.com	WDB	F/Caucasian	SL
	SUN4499350 SUNLAND GROUP INC 1033 La Posada Drive Suite 370 Austin Tx 78752	512-590-7951 512-494-0406 cthompson@sunlandgrp.com	WDB	F/Caucasian	AU
	V00000908538 TOORAN KHOSH 3910 Galacia Dr Austin Tx 78759	512-461-5610 leavemail@yahoo.com	MWDB	F/Asian	AU
96109 Building Permit Services					
	VC0000102527 ALLSTAR BIZ GROUP LLC 6006 Tasajillo Trail Austin Tx 78739	512-767-2222 512-949-5054 gailaustin@allstarbizgroup.com	WB	F/Caucasian	AU
	VC0000102169 AMELIA C SONDGEROTH 2638 Barton Hills Dr Austin Tx 78704	512-441-9727 AMELIASONDGEROTH@YAHOO.COM	MWB	F/Hispanic	AU
	ASI8308112 ASIA TRADING INC 13401 Wyoming Valley Dr Austin Tx 78727-3427	512-251-3880 chango5@sbcglobal.net	MDB	F/Asian	AU

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	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
	AUS0465500 AUSTIN PERMIT SERVICE INC 1304 E 7th St Austin Tx 78702	512-474-4555 512-474-4557 info@austinpermit.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 tbaer@BaerEng.com	WDB	F/Caucasian	AU
	V00000916723 Biju Mathew 12305 Pleasant Hill Ct Austin Tx 78738	512-731-4468 haiyo@aol.com	MB	M/Asian	SL
	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
	CEN8315388 CENTRAL TEJAS RESEARCH & TITLE SERVICES 209 W 9th Ste 101 Austin Tx 78701-2505	512-469-6026 512-469-6053	MWDB	F/Hispanic	AU
	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
	MAR3044500 MWM DESIGNGROUP INC 305 E Huntland Dr Ste 200 Austin Tx 78752	512-453-0767 512-453-1734 juliah@mwminc.com	WDB	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
	ARI0290800 THE ARIZPE GROUP INC 6330 E Hwy 290 Ste 375 Austin Tx 78723-1156	512-339-3707 512-339-3709 Robert.Arizpe@Arizpe.com	MDB	M/Hispanic	AU

96114 Commissioning of Facilities Services (Functional & Prefuncti

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V00000921397 APTUS ENGINEERING LLC 3400 Tavistock Dr Austin Tx 78748		5128504770 sujay@aptuseng.com	MB	M/Asian	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
ENC1735650 ENCOTECH ENGINEERING CONSULTANTS INC 8500 Bluffstone Cove, #B-103 Austin Tx 78759		512-338-1101 101 512-338-1160 KHATAW@ENCOTECHENGINEERING.COM	MB	M/Asian	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
VS0000028414 Lackey Commercial Properties, LLC Po Box 41270 Austin Tx 78704		512-971-1201 8883817794 mwlackey@lc-cx.com	MDB	M/Hispanic	AU
V00000917399 Nodal Partners, LLC 13640 Briarwick Dr. Suite 180 Austin Tx 78729		512-364-0688 128 lindsaypalinsky@beeusa.com	MB	M/Asian	AU
V00000906661 PDG Ventures, LLC 106 E. 6th Street Suite 900 Austin Tx 78701		512-322-5333 5125829515 rayburn@valterarealty.com	WDB	F/Caucasian	AU
ARI0290800 THE ARIZPE GROUP INC 6330 E Hwy 290 Ste 375 Austin Tx 78723-1156		512-339-3707 512-339-3709 Robert.Arizpe@Arizpe.com	MDB	M/Hispanic	AU
VS0000011064 Texas Energy Engineering Services, Inc. 1301 S. Capital Of Texas Highway Suite B-325 Austin Tx 78746		512-328-2533 201 512-328-2544 Saleem@teesi.com	MDB	M/Asian	AU

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Vendors Outside the SLBP Area

90602 Acoustics; Noise Abatement - Architectural Service

V00000907873 REED FIRE PROTECTION ENGINEERING LLC 14135 Midway Road Ste. G260 Addison Tx 75001	214-638-7599 102 2146384710 droberts@reedfire.com	MB	M/Hispanic	TX
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90607 Architect Services, Professional

DUR8311134 DURAND-HOLLIS RUPE ARCHITECTS INC Building 18 San Antonio Tx 78230	210-308-0080 210-697-3309 office@dhrarchitects.com	MDB	M/Hispanic	TX
VS0000024106 Melissa L Brand-Vokey 3044 Old Denton Dr Suite 111-249 Carrollton Tx 75007	972-741-3705 mbv@bv-arch.com	WB	F/Caucasian	TX
V00000907873 REED FIRE PROTECTION ENGINEERING LLC 14135 Midway Road Ste. G260 Addison Tx 75001	214-638-7599 102 2146384710 droberts@reedfire.com	MB	M/Hispanic	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

90640 Graphic Design - Architectural

DUR8311134 DURAND-HOLLIS RUPE ARCHITECTS INC Building 18 San Antonio Tx 78230	210-308-0080 210-697-3309 office@dhrarchitects.com	MDB	M/Hispanic	TX
V00000907873 REED FIRE PROTECTION ENGINEERING LLC 14135 Midway Road Ste. G260 Addison Tx 75001	214-638-7599 102 2146384710 droberts@reedfire.com	MB	M/Hispanic	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

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90656 Landscape Architecture					
	V00000907873 REED FIRE PROTECTION ENGINEERING LLC 14135 Midway Road Ste. G260 Addison Tx 75001	214-638-7599 102 2146384710 droberts@reedfire.com	MB	M/Hispanic	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
90664 Planning, Urban (Community, Regional, Areawide,and State)					
	DUR8311134 DURAND-HOLLIS RUPE ARCHITECTS INC Building 18 San Antonio Tx 78230	210-308-0080 210-697-3309 office@dhrarchitects.com	MDB	M/Hispanic	TX
	V00000912442 Jayashree Narayana 8516 Bridge Street North Richland Hills Tx 76180	817-937-7186 jay@livableplans.com	MWB	F/Asian	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
90684 Telecommunications Systems- Architectural Services					
	DUR8311134 DURAND-HOLLIS RUPE ARCHITECTS INC Building 18 San Antonio Tx 78230	210-308-0080 210-697-3309 office@dhrarchitects.com	MDB	M/Hispanic	TX
	V00000907873 REED FIRE PROTECTION ENGINEERING LLC 14135 Midway Road Ste. G260 Addison Tx 75001	214-638-7599 102 2146384710 droberts@reedfire.com	MB	M/Hispanic	TX
91843 Environmental Consulting (INCL. SUSTAINABLILITY)					

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	DOU7126025 DOUGHERTY SPRAGUE 3902 Industrial St Rowlett Tx 75088	972-412-8666 972-412-8660 cfranklin@dsei.com	WDB	F/Caucasian	TX
	ENV1756650 FERKAM MANAGEMENT CORPORATION 303 E Main St Humble Tx 77338	281-446-4371 281-446-8061 FFYEPEZ@HOTMAIL.COM	MB	M/Hispanic	TX
	GRE8308847 GREEN ENVIRONMENTAL CONSULTING INC 202 Vanderpool Lane Houston Tx 77024	713-932-8950 713-932-8950 info@green-envi.com	WB	F/Caucasian	TX
	GRE8304338 GREEN PLANET INC 6371 Hwy 276 W Royse City Tx 75189-5204	972-636-1515 972-636-3948 HAICHA@GREENPLANETINC.COM	WDB	F/Caucasian	TX
	VS000008262 Gainco, Inc. P.O. Box 309 Portland Tx 78374	361-643-4378	WB	F/Caucasian	TX
	VS0000027333 Green and Sustainable Services, LLC 2421 Amyx Ranch Drive Ponder Tx 76259	940-597-3723 9404792009 tsmith@grnserv.com	WDB	F/Caucasian	TX
	HVJ2459750 HVJ ASSOCIATES INC 6120 S Dairy Ashford Houston Tx 770072	512-447-9081 281-933-7293 HJOHNSON@HVJ.COM	MDB	M/African American	TX
	V00000917162 Lynda Coker 4565 Fm 466 Seguin Tx 78155	832-715-0375 iamsafety7@gmail.com	WB	F/Caucasian	TX
	MAG7154875 MAGNACORE DRILLING & ENVIRONMENTAL SERVICES INC 906 W Mcdermott Dr #116-313 Allen Tx 75013	972-881-7200 972-881-7299 CEDRIC@MAGNACORE.NET	MDB	M/Hispanic	TX
	VS0000017547 MEDINA CONSULTING COMPANY INC 6391 Dezavala Rd, Ste 113 San Antonio Tx 78249	210-694-4545 210-694-4577 kmcgookey@medinacci.com	WDB	F/Caucasian	TX
	POZ8319072 POZNECKI-CAMARILLO INC 5835 Callaghan Rd Ste 200 San Antonio Tx 78228-1224	210-349-3273 210-349-4395 fcamarillo@pozcam.com	MDB	M/Hispanic	TX

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C Code & Description	Vend Code/Adr	Phone/Fax/Email	W/MB Code	G/E	LCTN
	TLI8309120 TLI & ENVIRONMENTAL SVCS Po Box 482 Kempner Tx 76539-0482	254-518-4400 254-518-4447	MB	M/Hispanic	TX
	V00000904056 Terra Nova Consulting, Inc. 2425 Fountain View Drive, Suite 310-B Houston Tx 77057	713-482-8787 8322022524 lina.jazi@ternov.com	WDB	F/Caucasian	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
92517 Civil Engineering					
	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. 202 Spring Ho Avenue Lampasas Tx 76550	512-556-8160 5125565122 derrek@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	MWDB	F/Hispanic	TX
	V00000908561 Goetting Rowe Engineering, LLC 130 Regents Park San Antonio Tx 78230	210-530-7800 bkellyrowe@goettingrowe.com	WB	F/Caucasian	TX
	HVJ2459750 HVJ ASSOCIATES INC 6120 S Dairy Ashford Houston Tx 770072	512-447-9081 281-933-7293 HJOHNSON@HVJ.COM	MDB	M/African American	TX
	VS0000023267 Hayden Consultants, Inc. 5646 Milton St. Suite 515 Dallas Tx 75206	214-753-8100 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

**City of Austin
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Version No.: 1

Phase: 1

C Code & Description	Vend Code/Adr	Phone/Fax/Email	W/MB Code	G/E	LCTN
	VS0000019943 JQ INFRASTRUCTURE LLC 2105 Commerce Steet Suite 200 Dallas Tx 75201	972-392-7340 214-550-2536 crm@mwbgroup.com	MDB	M/Asian	TX
	VS0000030321 Jaymark Engineering Corporation 16000 Stuebner Airline Rd., Suite 320 Spring Tx 77379	281-374-0399 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	WB	F/Caucasian	TX
	V00000911438 Lamb-Star Engineering, LP Suite 1000 Plano Tx 75093	214-440-3600 2144403601 john.lamb@lamb-star.com	MDB	M/Native American	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
	V00000914457 MHR Engineering, LLC. 16845 Blanco Road, Suite 106 San Antonio Tx 78232	210-641-0734 2104972227 hrashid@mhreng.com	MDB	M/Asian	TX
	V00000905113 OMEGA ENGINEERS, INC. 16420 Park Ten Place., Suite 520 Houston Tx 77084	281-647-9182 2816479184 scastaneda@omegaengineers.com	MDB	M/Hispanic	TX
	POZ8319072 POZNECKI-CAMARILLO INC 5835 Callaghan Rd Ste 200 San Antonio Tx 78228-1224	210-349-3273 210-349-4395 fcamarillo@pozcam.com	MDB	M/Hispanic	TX
	RJR8317892 RJ RIVERA ASSOC INC 601 Nw Loop 410, Suite 410 San Antonio Tx 78216	210-785-0888 2103405664 melissa.barton@rjrivera.com	MDB	M/Hispanic	TX
	VS0000011185 RODS Subsurface Utility Engineering, Inc. 6810 Lee Road Suite 300 Spring Tx 77379	713-560-6933 hilda@rodssue.cc	MWDB	F/Hispanic	TX
	VS0000034345 SE3, LLC 230 Sw Main St. Suite 213 Lees Summit Mo 64063	630-464-9900 708 469-2566 mspires@se3.us	MDB	M/African American	OS
	V00000917428 TLC Engineering Inc. 8204 Westglen Drive Houston Tx 77063	713-868-6900 7138680001 tonycouncil@tlceng.com	MDB	M/African American	TX

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C Code & Description	Vend Code/Adr	Phone/Fax/Email	W/MB Code	G/E	LCTN
	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
	V00000912661 Verdunity, Inc. Suite #110 Dallas Tx 75248	214-729-8733 kristin@verdunity.com	WDB	F/Other Minority	TX
	VS0000028307 Watearth, Inc. P.O. Box 10194 Houston Tx 77206-0194	832-444-0663 8005193774 jwalker@watearth.com	WB	F/Caucasian	TX
92531 Electrical Engineering					
	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 Azcarate & Associates Consulting Engineers, LLC 7920 Belt Line Road, Suite 930 Dallas Tx 75254	214-217-9993 razcarate@aace-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 lferguson@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
	V00000908561 Goetting Rowe Engineering, LLC 130 Regents Park San Antonio Tx 78230	210-530-7800 bkellyrowe@goettingrowe.com	WB	F/Caucasian	TX

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C Code & Description	Vend Code/Adr	Phone/Fax/Email	W/MB Code	G/E	LCTN
	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
	VS0000037668 PGA Engineers, Inc. 13201 Northwest Freeway, Suite 800 Houston Tx 77040	713-269-3182 rpayne@pgaengineers.com	MWDB	F/Asian	TX
	V00000907873 REED FIRE PROTECTION ENGINEERING LLC 14135 Midway Road Ste. G260 Addison Tx 75001	214-638-7599 102 2146384710 droberts@reedfire.com	MB	M/Hispanic	TX
	VS0000035278 RGM Engineering, LLC 700 N Saint Marys Suite 1225 San Antonio Tx 78205	210-299-4522 204 210-299-4525 elizabeth@rgmengineering.net	MB	M/Hispanic	TX
	SWA8303727 SWAYZER ENGINEERING INC 3102 Maple Ave Ste 450 Dallas Tx 75201-1261	713-942-7929 281-480-5580 info@swayzer.com	MWDB	F/African American	TX
	V00000917428 TLC Engineering Inc. 8204 Westglen Drive Houston Tx 77063	713-868-6900 7138680001 tonycouncil@tlceng.com	MDB	M/African American	TX
92567 Mechanical Engineering					
	VS0000020957 Azcarate & Associates Consulting Engineers, LLC 7920 Belt Line Road, Suite 930 Dallas Tx 75254	214-217-9993 razcarate@aace-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
	V00000908561 Goetting Rowe Engineering, LLC 130 Regents Park San Antonio Tx 78230	210-530-7800 bkellyrowe@goettingrowe.com	WB	F/Caucasian	TX
	VS0000035278 RGM Engineering, LLC 700 N Saint Marys Suite 1225 San Antonio Tx 78205	210-299-4522 204 210-299-4525 elizabeth@rgmengineering.net	MB	M/Hispanic	TX

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C Code & Description	Vend Code/Adr	Phone/Fax/Email	W/MB Code	G/E	LCTN
	SWA8303727 SWAYZER ENGINEERING INC 3102 Maple Ave Ste 450 Dallas Tx 75201-1261	713-942-7929 281-480-5580 info@swayzer.com	MWDB	F/African American	TX
	V00000917428 TLC Engineering Inc. 8204 Westglen Drive Houston Tx 77063	713-868-6900 7138680001 tonycouncil@tlceng.com	MDB	M/African American	TX
92588 Structural Engineering					
	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	MWDB	F/Hispanic	TX
	VS0000019943 JQ INFRASTRUCTURE LLC 2105 Commerce Steet Suite 200 Dallas Tx 75201	972-392-7340 214-550-2536 crm@mwbgroup.com	MDB	M/Asian	TX
	VS0000030321 Jaymark Engineering Corporation 16000 Stuebner Airline Rd., Suite 320 Spring Tx 77379	281-374-0399 281-374-0391 brandon@jaymarkengineering.com	MDB	M/African American	TX
	V00000905113 OMEGA ENGINEERS, INC. 16420 Park Ten Place., Suite 520 Houston Tx 77084	281-647-9182 2816479184 scastaneda@omegaengineers.com	MDB	M/Hispanic	TX
	V00000919663 OUTLIER ENGINEERING INC 240 Oak Court New Braunfels Tx 78132	830-625-5947 amys@outliereng.com	WB	F/Caucasian	TX
	VS0000035278 RGM Engineering, LLC 700 N Saint Marys Suite 1225 San Antonio Tx 78205	210-299-4522 204 210-299-4525 elizabeth@rgmengineering.net	MB	M/Hispanic	TX

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C Code & Description	Vend Code/Adr	Phone/Fax/Email	W/MB Code	G/E	LCTN
	V00000917428 TLC Engineering Inc. 8204 Westglen Drive Houston Tx 77063	713-868-6900 7138680001 tonycouncil@tlceng.com	MDB	M/African American	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
92678 Remediation Services, Environmental					
	V00000910853 Brooks Environmental Service Technicians LLC 11903 Coit Rd # 3204t Dallas Tx 75251	3146577926 3143899801 bestllc@sbcglobal.net	MWDB	F/African American	TX
	DOU7126025 DOUGHERTY SPRAGUE 3902 Industrial St Rowlett Tx 75088	972-412-8666 972-412-8660 cfranklin@dsei.com	WDB	F/Caucasian	TX
	V00000911975 Emergency Cleaning Solutions 2902 Briarcroft St San Antonio Tx 78217	512-382-7243 5123519156 shipleyec@gmail.com	WB	F/Caucasian	TX
	GRE8304338 GREEN PLANET INC 6371 Hwy 276 W Royse City Tx 75189-5204	972-636-1515 972-636-3948 HAICHA@GREENPLANETINC.COM	WDB	F/Caucasian	TX
	VS0000008262 Gainco, Inc. P.O. Box 309 Portland Tx 78374	361-643-4378	WB	F/Caucasian	TX
	MAG7154875 MAGNACORE DRILLING & ENVIRONMENTAL SERVICES INC 906 W Mcdermott Dr #116-313 Allen Tx 75013	972-881-7200 972-881-7299 CEDRIC@MAGNACORE.NET	MDB	M/Hispanic	TX
	VS0000017547 MEDINA CONSULTING COMPANY INC 6391 Dezavala Rd, Ste 113 San Antonio Tx 78249	210-694-4545 210-694-4577 kmcgookey@medinacci.com	WDB	F/Caucasian	TX
	V00000904056 Terra Nova Consulting, Inc. 2425 Fountain View Drive, Suite 310-B Houston Tx 77057	713-482-8787 8322022524 lina.jazi@ternov.com	WDB	F/Caucasian	TX

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C Code & Description	Vend Code/Adr	Phone/Fax/Email	W/MB Code	G/E	LCTN
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96114 Commissioning of Facilities Services (Functional & Prefuncti

	VS0000020957 Azcarate & Associates Consulting Engineers, LLC 7920 Belt Line Road, Suite 930 Dallas Tx 75254	214-217-9993 razcarate@aace-eng.com	MDB	M/Hispanic	TX
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Total in SLBP: 322

Total Outside SLBP: 90

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

Aan Garret-Coleman & Associates Inc
9890 Silver Mountain Dr
Austin Tx 78737

Aci Group L L C
1001 Mopac Cir Ste 100
Austin Tx 78746-6804

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

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

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

Allstar Biz Group Llc
6006 Tasajillo Trail
Austin Tx 78739

Amelia C Sondgeroth
2638 Barton Hills Dr
Austin Tx 78704

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

Andrew A Rodriguez
8137 Osborne Dr
Austin Tx 78729-8074

Aptus Engineering Llc
3400 Tavistock Dr
Austin Tx 78748

Asakura Robinson Company L L C
1911 Rio Grande
Austin Tx 78705

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 Permit Service Inc
1304 E 7th St
Austin Tx 78702

Aviation Alliance Inc
Po Box 799
Colleyville Tx 76034-0799

Axiom Engineers Inc
13276 Research Blvd Ste 208
Austin Tx 78750

Ays Engineering, Llc
203 E. Main Street Ste 204
Round Rock Tx 78664

Amaterra Environmental, Inc.
4009 Banister Lane, Ste. 300
Austin Tx 78704

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

B+V Design, Llc
208 W. 4th St., 3a
Austin Tx 78701

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

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

Betty Rogers
6810 Miranda Dr
Austin Tx 78752-3118

Blanton & Associates Inc
5 Lakeway Centre Ct Ste 200
Austin Tx 78734-2616

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

Bowman Engineering & Consulting Inc
902 Rio Grande
Austin Tx 78701

Briones Consulting & Engineering Ltd
8118 Broadway
San Antonio Tx 78209

Biju Mathew
12305 Pleasant Hill Ct
Austin Tx 78738

Brooks Environmental Service Technicians Llc
11903 Coit Rd # 3204t
Dallas Tx 75251

Carolyn Kelley
2905 Oak Crest Ave
Austin Tx 78704

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

Cas Consulting & Svcs Inc
7908 Cameron Rd
Austin Tx 78754

Central Tejas Research & Title Services
209 W 9th Ste 101
Austin Tx 78701-2505

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

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

Clotey 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

Co' Design
1200 Yaupon Valley Rd
Austin Tx 78746-4331

Colisha Devore
12931 Heyerdahl Dr
Austin Tx 78753

Community Development Management Co
Inc
317 South Main Street
Lockhart Tx 78644

Compliance Resources Inc
Po Box 3000 #246
Georgetown Tx 78627-3000

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

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

Catherine M Sckerl
3702 Hollywood Avenue
Austin Tx 78722

Cloudforest Software Llc
1616 Broadmoor Dr.
Austin Tx 78723

Coleman Tbg Partners, Llc
9890 Silver Mountain Dr.
Austin Tx 78737

Cook-Joyce, Inc.
812 W. 11th Street
Austin Tx 78701

Corsair Consulting Llc
9442 Capital Of Texas Hwy N Plaza One, Suite
500
Austin Tx 78759

Cox Mclain Environmental Consulting, Inc.
6010 Balcones Dr Ste 210
Austin Tx 78731

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-

Diane Hyatt & Associates
400 N Lowell Ln
Austin Tx 78733-4207

Dickensheets Design Associates Llc
12335 Hymeadow Dr Ste 200
Austin Tx 78750-1816

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

Dorothy M Bothne
14201 Sandy Meadow Circle
Leander Tx 78641

Dougherty Sprague
3902 Industrial St
Rowlett Tx 75088

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

Deborah H Frankhouser
12903 Marimba Trail 12903 Marimba Trail
Austin Tx 78729

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

Dunnam Tita, PLLC
1201 W 6th Suite E
Austin Tx 78703

Eco-Southwest Environmental
12101 Fitzhugh Place
Dripping Springs Tx 78620

Eileen Merritt Inc
3636 Executive Center Drive Suite 100
Austin Tx 78731

Eleanor H Mckinney Landscape
Architect Inc 2007 Kinney Ave
Austin Tx 78704-4007

Electric Power Engineers Inc
13101 W Highway 71, Suite 201
Austin Tx 78738

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
13740 Research Blvd. Suite C2
Austin Tx 78750

Environmental Survey Inc
Consulting 4602 Placid Pl
Austin Tx 78731-5515

Eckermann Engineering, Inc.
202 Spring Ho Avenue
Lampasas Tx 76550

Emergency Cleaning Solutions
2902 Briarcroft St
San Antonio Tx 78217

Energy Renewal Partners, LLC
305 Camp Craft Rd Suite 575
Westlake Hills Tx 78746

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

Ferkam Management Corporation
303 E Main St
Humble Tx 77338

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

Fred L Mcghee & Associates
2316 Thrasher Ln
Austin Tx 78741-6622

Ferguson Consulting, Inc.
37602 Tournament Lane
Magnolia Tx 77355

G Sylva, LLC
9712 Indina Hills Dr.
Austin Tx 78717

Garcia Design Inc
11500 Metric Blvd Bldg M-1 Ste 150
Austin Tx 78758

Gc Engineering, Inc.
2505 Park Avenue
Pearland Tx 77581

Glenrose Engineering Inc
Po Box 1948
Austin Tx 78767-1948

Global Engineers Inc
4219 Pebblestone Trl
Round Rock Tx 78665-5027

Go Green Squads LLC
3903-D Warehouse Row
Austin Tx 78704

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

Green Environmental Consulting Inc
202 Vanderpool Lane
Houston Tx 77024

Green Planet Inc
6371 Hwy 276 W
Royse City Tx 75189-5204

Gupta & Assoc Inc
13626 Gamma Road
Dallas Tx 75244-

Gainco, Inc.
P.O. Box 309
Portland Tx 78374

Gamble Osgood Collaborative, Llc
4015 Avenue D
Austin Tx 78751

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

Goetting Rowe Engineering, Llc
130 Regents Park
San Antonio Tx 78230

Green And Sustainable Services, Llc
2421 Amyx Ranch Drive
Ponder Tx 76259

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

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

Haynes-Eaglin-Waters
Po Box 82448
Austin Tx 78708-2448

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

Hicks & Co Environmental/Archeological
Consultants
1504 W 5th St
Austin Tx 78703-5157

Hilario N Arriaga
6708 Dubuque Lane
Austin Tx 78723

Holt Engineering Inc
2220 Barton Skyway
Austin Tx 78704-5737

Horizon Environmental Svcs Inc
1507 South Ih-35
Austin Tx 78741

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

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

Jasmine Engineering Inc
100 Congress Ave Ste 2000
Austin Tx 78701

Jm Engineering, Llc
1314 Hillridge Drive
Round Rock Tx 78665

Joan S Hyde
3100 Harris Blvd
Austin Tx 78703

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

Jq Infrastructure Llc
2105 Commerce Steet Suite 200
Dallas Tx 75201

Jq+Tsen Llc
1608 West 6th St Suite 200
Austin Tx 78703

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

Jayashree Narayana
8516 Bridge Street
North Richland Hills Tx 76180

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

K Friese & Assoc Inc
1120 S Capital Of Texas Hwy, Cityview 2, Ste
100
Austin Tx 78746

Kb Pike Engineering Llc
105 W Riverside Drive Suite 110
Austin Tx 78704

Knudson Lp
6705 Hwy 290 W Ste 502 #222
Austin Tx 78735

Ktm Communications Inc
7801 N Lamar Blvd Ste B155
Austin Tx 78752-1017

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

Karen A Mcgraw
4315 Ave C
Austin Tx 78751

Kathleen Zarsky
9524 Circle Drive
Austin Tx 78736

Kings Struarchural, Inc.
555 Round Rock West Dr Suite E217
Round Rock Tx 78681

Lakeside Engineers Llc
1713 Palma Plaza
Austin Tx 78703

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

Ldp Consultants, Inc.
2115 Chantilly Ln
Houston Tx 77018

Leap Structures, Pllc
3001 S. Lamar Blvd Suite 230
Austin Tx 78704

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

Lopez Seidel Architects Inc
9901 Brodie Lane, Suite 160
Austin Tx 78748

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

Lackey Commercial Properties, Llc
Po Box 41270
Austin Tx 78704

Lamb-Star Engineering, Lp
5700 W. Plano Parkway Suite 1000
Plano Tx 75093

Lynda Coker
4565 Fm 466
Seguin Tx 78155

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

Magnacore Drilling & Environmental Services
Inc
906 W Mcdermott Dr #116-313
Allen Tx 75013

Mccann Adams Studio
515 Congress Ave, Ste 1600
Austin Tx 78701

Medina Consulting Company Inc
6391 Dezavala Rd, Ste 113
San Antonio Tx 78249

Mhr Engineering, Llc.
16845 Blanco Road, Suite 106
San Antonio Tx 78232

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

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

Mainline Designs And Irrigation Consulting,
Llc
5304 Fairhill Dr
Austin Tx 78745

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

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

Melissa L Brand-Vokey
3044 Old Denton Dr Suite 111-249
Carrollton Tx 75007

Negrete & Kolar Architects Llp
11720 North Ih35
Austin Tx 78753

Nicole Francois
1008 Sundance Ridge
Dripping Springs Tx 78620

Nassri-Warren Group Architects, Inc.
2313 Lake Austin Ave. Suite 209
Austin Tx 78703

Nodal Partners, Llc
13640 Briarwick Dr. Suite 180
Austin Tx 78729

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

Omega Point International Inc
650 Jennifer Lane
Driftwood Tx 78619

Outlier Engineering Inc
240 Oak Court
New Braunfels Tx 78132

Oakhill Engineering, Llc
5705 Janabyrd Lane
Austin Tx 78749

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

Pdg Ventures, Llc
106 E. 6th Street Suite 900
Austin Tx 78701

Pga Engineers, Inc.
13201 Northwest Freeway, Suite 800
Houston Tx 77040

Pinnacle Process Solutions International Llc
304 Cordova Cv
Cedar Park Tx 78613

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

Poznecki-Camarillo Inc
5835 Callaghan Rd Ste 200
San Antonio Tx 78228-1224

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

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

Pharis Design
2525 South Lamar #4
Austin Tx 78704

Pond Pros Llc
Po Box 2239
San Marcos Tx 78667

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

Rgm Engineering, Llc
700 N Saint Marys Suite 1225
San Antonio Tx 78205

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

Rj Rivera Assoc Inc
601 Nw Loop 410, Suite 410
San Antonio Tx 78216

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

Rz & Associates Inc
1400 Smith Rd Ste 101b
Austin Tx 78721-3563

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

Round Rock Geophysics Llc
Po Box 5668
Round Rock Tx 78683

Sallie Burchett
2003 La Casa Dr
Austin Tx 78704-4720

Santos Alliances
1001 Congress Ave Ste 100
Austin Tx 78701

Se3, Llc
230 Sw Main St. Suite 213
Lees Summit Mo 64063

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

Stacie Ellen Engeling
1214 W 6th St, Ste 208
Austin Tx 78703

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

Studio Balcones Llc
702 San Antonio Street
Austin Tx 78701

Sunland Group Inc
1033 La Posada Drive 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

Seiler/Lankes Group
Po Box 2186
Round Rock Tx 78680

Studio D Consulting+Design, Llc
Po Box 340183
Lakeway Tx 78734

Terra Ecoservices Llc
11006 Swelfling Terrace
Austin Tx 78737

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

The Lauck Group Inc
106 East 6th Street Suite 700
Austin Tx 78701

The Mcdonald Consulting Group Inc
3317 Lookout Lane
Austin Tx 78746

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

Tlc Engineering Inc.
8204 Westglen Drive
Houston Tx 77063

Tli & Environmental Svcs
Po Box 482
Kempner Tx 76539-0482

Tooran Khosh
3910 Galacia Dr
Austin Tx 78759

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

Terra Nova Consulting, Inc.
2425 Fountain View Drive, Suite 310-B
Houston Tx 77057

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

Unintech 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
2007 S 1st Street
Austin Tx 78704

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

Vealenzuela Preservation Studio Llc
4401 Hoffman Drive
Austin Tx 78749

Verdi Land Planning Llc
4413 Nixon Ln. Unit D
Austin Tx 78725

Vickrey & Assoc Inc
1717 W 6th St Ste 260, Hartland Plaza
Austin Tx 78703

Verdunity, Inc.
17000 Preston Road Suite #110
Dallas Tx 75248

Villafana Enterprises Incorporated
2616 Glen Field Drive
Cedar Park Tx 78613

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

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

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

Zara Environmental L L C
1707 Fm 1626
Manchaca Tx 78652

Zander Engineering And Consulting, Inc.
12713 Belcara Place
Austin Tx 78732



FORM 1
PRIME FIRM GENERAL INFORMATION

Solicitation Number: CLMP170

Project Name: Architectural Services for the Austin Studios Expansion

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:	

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.

Addenda			
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: CLMP170

Project Name: Architectural Services for the Austin Studios Expansion

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: CLMP170

Project Name: Architectural Services for the Austin Studios Expansion

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.

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 [redacted] day of [redacted], [redacted].

CONSULTANT [redacted]

Authorized Signature [redacted]

Title [redacted]

END

-
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: CLMP170

Project Name: Architectural Services for the Austin Studios Expansion

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

Signature _____ Date:

Printed Name:

Title:

Firm/Entity:

Subscribed and sworn to before me this ____ day of _____, 20__.

Notary Public My Commission Expires _____

RESPONDENT'S EXPLANATION:

Include the entire Affidavit, Pages 1 – 3.

END



FORM 5
AFFIDAVIT OF AVAILABILITY

Solicitation Number: CLMP170

Project Name: Architectural Services for the Austin Studios Expansion

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__.

My Commission Expires _____

Notary Public

END

**FORM 6
AFFIDAVIT OF CONTRACT EXECUTION**

Solicitation Number: CLMP170

Project Name: Architectural Services for the Austin Studios Expansion

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. We anticipate contract execution on or before November 2015.

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 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 7
EXPERIENCE OF PROJECT MANAGER**

Solicitation Number: CLMP170

Project Name: Architectural Services for the Austin Studio Expansion

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: CLMP170

Project Name: Architectural Services for the Austin Studios Expansion

Firm Name:	
*Name of Project Architect	
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: CLMP170

Project Name: Architectural Services for the Austin Studios Expansion

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: CLMP170

Project Name: Architectural Services for the Austin Studios Expansion

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 SCOPE OF WORK - COMPARABLE PROJECT EXPERIENCE

Solicitation Number: CLMP170

Project Name: Architectural Services for the Austin Studio Expansion

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

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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. 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

**PROFESSIONAL SERVICES AGREEMENT
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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

**PROFESSIONAL SERVICES AGREEMENT
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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);

**PROFESSIONAL SERVICES AGREEMENT
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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.

**PROFESSIONAL SERVICES AGREEMENT
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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 1: RESOURCE ALLOCATION PLAN

Note: PM will advise Consultant of level of detail and payment benchmarks desired for Task Descriptions

Task Description	Budget	Start Date	End Date	% Complete	% Paid	% Time
A. Preliminary Phase	\$0.00					
				0.0%	0.0%	0.0%
				0.0%	0.0%	0.0%
<i>Phase Total</i>				0.0%	0.0%	0.0%
B. Design Phase	\$0.00					
				0.0%	0.0%	0.0%
				0.0%	0.0%	0.0%
				0.0%	0.0%	0.0%
				0.0%	0.0%	0.0%
				0.0%	0.0%	0.0%
				0.0%	0.0%	0.0%
				0.0%	0.0%	0.0%
				0.0%	0.0%	0.0%
				0.0%	0.0%	0.0%
				0.0%	0.0%	0.0%
				0.0%	0.0%	0.0%
				0.0%	0.0%	0.0%
<i>Phase Total</i>				0.0%	0.0%	0.0%
C. Bid-Award Execution Phase	\$0.00					
				0.0%	0.0%	0.0%
<i>Phase Total</i>				0.0%	0.0%	0.0%
D. Construction Phase	\$0.00					
				0.0%	0.0%	0.0%
				0.0%	0.0%	0.0%
				0.0%	0.0%	0.0%
<i>Phase Total</i>				0.0%	0.0%	0.0%
E. Post-Construction Phase	\$0.00					
				0.0%	0.0%	0.0%
<i>Phase Total</i>				0.0%	0.0%	0.0%
Project Total	\$0.00			0.0%	0.0%	0.0%

APPROVED FIXED CONSTRUCTION BUDGET: DATE OF CURRENT FCB:

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	
HOURLY RATE OF PRINCIPAL(S)- SUBCONSULTANTS:		
SUBCONSULTANT		
(Name of Firm)		
PRINCIPAL(S)		
(Name)	\$ / hr	
(Name)	\$ / hr	
Project Consultant	\$ / hr	
CAD Technician	\$ / hr	
Clerical	\$ / hr	
Other - Specify	\$ / hr	
SUBCONSULTANT		
(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)

Management Philosophy	
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">(a) firm is committing adequate manpower and resources(b) Project Design Team (PDT) is accountable to Independent Technical Review Team (ITRT)(c) Management and the PDT will emphasize quality control during the production of design documents(d) Management and the PDT will establish internal quality checks and reviews(e) Management and the PDT will assess independent quality control's contribution to the quality of design documents

Management / Organization Structure	
2	<p><i>The QCP specifies:</i></p> <ul style="list-style-type: none"> • who manages the Independent Technical Review Team (ITRT) (internal or external to the design consulting firm) • if the ITRT is internal to the design consulting firm, that the ITRT is independent of the Project Design Team (PDT) • the ITRT reports to a management level the same or higher than the PDT • interrelationships of management, PDT, and ITRT (including all consultants) <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>
Quality Control Procedures	
3	<p><i>The QCP specifies</i></p> <ul style="list-style-type: none"> • management and control of design and QCP documents <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"> • internal and external communications, including an Issue Follow-Up Plan <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"> • design coordination <p><u>Needed: Procedure must describe:</u></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"> • design checks and reviews, specifically addressing: <ul style="list-style-type: none"> ▪ correct application of methods ▪ validity of data and assumptions ▪ accuracy of calculations

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

	<p><i>resources</i></p> <p><i>(b) contingency plan for replacement of key PDT and/or ITRT staff</i></p>
Documentation	
9	<p><i>The QCP specifies:</i></p> <ul style="list-style-type: none"> • records control plan for all internal review documents, associated comments and responses, describing that: <ul style="list-style-type: none"> ▪ all documents retained in consultant's files ▪ files are auditable and available to the City upon request ▪ files are identified by document type and compiled according to a file index system <p><i><u>Needed:</u> Details on all items listed above</i></p>
10	<ul style="list-style-type: none"> • upon project completion, the consultant will certify compliance with the QCP <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>
Schedule	
11	<p><i>The QCP specifies that:</i></p> <ul style="list-style-type: none"> • 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"> ▪ design submittal dates to City ▪ project design team (PDT) reviews ▪ Independent Technical Review Team (ITRT) reviews ▪ time for revisions prior to submittals to City ▪ time for City review of submittals • how all QCP measures will be tracked to avoid project delays <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		
	<i>PHASE A TOTAL</i>	
PHASE B: DESIGN PHASE		
Agreed Upon Fixed Fee Dollar Amount		
Maximum Cost		
	<i>PHASE B TOTAL</i>	
PHASE C: BID-AWARD-EXECUTION PHASE		
Agreed Upon Fixed Fee Dollar Amount		
Maximum Cost		
	<i>PHASE C TOTAL</i>	
PHASE D: CONSTRUCTION PHASE		
Agreed Upon Fixed Fee Dollar Amount		
Maximum Cost		
	<i>PHASE D TOTAL</i>	
PHASE E: POST-CONSTRUCTION PHASE		
Agreed Upon Fixed Fee Dollar Amount		
Maximum Cost		
	<i>PHASE E TOTAL</i>	
ADDITIONAL COSTS		
	<i>ADDITIONAL COSTS TOTAL</i>	
REIMBURSABLE COSTS		
	<i>REIMBURSABLE COSTS TOTAL</i>	
MAXIMUM NOT-TO-EXCEED CONTRACT AMOUNT		

Insert Attachment 5 here upon contract negotiation.

TEMPLATE

ATTACHMENT

**AGREEMENT FOR DEVELOPMENT
AND CONSTRUCTION**

**AGREEMENT FOR DEVELOPMENT AND CONSTRUCTION
OF NEW CULTURAL FACILITIES
BY
THE AUSTIN FILM SOCIETY
FOR PUBLIC USE
FUNDED IN PART WITH BOND FUNDS**

7/22, 2014

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**AGREEMENT FOR DEVELOPMENT AND CONSTRUCTION
OF NEW CULTURAL FACILITIES
BY FILM SOCIETY OF AUSTIN, INC.
FOR PUBLIC USE
FUNDED IN PART WITH BOND FUNDS**

This Agreement for Development and Construction of New Cultural Facilities for Public Use Funded in Part with Bond Funds (this "**Agreement**") is dated effective as of the last date signed by the Parties. This Agreement is between the **CITY OF AUSTIN**, a Texas home rule city and municipal corporation (the "**City**"), and **FILM SOCIETY OF AUSTIN, INC.**, a Texas non-profit corporation, doing business as The Austin Film Society ("**Austin Film Society**").

RECITALS

Pursuant to the Lease Agreement dated July 22, 2009 and amended by the Lease Premises Reconfiguration Amendment dated March 1, 2013 (as amended, the "**Lease**"), between the City, as Landlord, and Austin Film Society, as Tenant, Austin Film Society occupies and operates that portion of the (i) former Robert Mueller Municipal Airport and (ii) former National Guard Armory adjacent to East 51st Street, as shown on **Exhibit "A"** attached (collectively, the "**Property**"), as a studio complex for multi-media productions and for educational and job training purposes. In accordance with the Lease and with the City's prior written consent, Austin Film Society may construct Improvements on the Property. Austin Film Society must pay for all costs and expenses associated with construction of the Improvements subject to such contribution as may be made by the City under separate agreements between the City and Austin Film Society. This Agreement is intended by the Parties to govern Austin Film Society's use of City Bond Funds, as that term is defined below, for construction of Improvements on the Property.

Pursuant to City Ordinance No. 20120817-00 passed on August 17, 2012, the Austin City Council approved a special bond election to consider the issuance of general obligation bonds, the proceeds of which would be used for various projects, including the public purposes of planning, designing, engineering, acquiring, constructing, renovating, improving and equipping library, museum and cultural arts facilities ("**Proposition 18**").

Proposition 18 was approved by the voters of the City on November 6, 2012. The voter-approved Bond Funds are referred to in this Agreement as "**Bond Funds**".

Austin Film Society is an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986 ("**IRC**") that is exempt from federal income taxes under Section 501(a) of the IRC.

The City and Austin Film Society (sometimes referred to collectively as the "**Parties**" and singly as "**Party**") wish to execute this Agreement to govern the

distribution of the City's disbursement of the Bond Funds to construct the Improvements.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

**Article 1.
DEFINED TERMS**

1.1. **"A/E"** means the entity hired by Austin Film Society to provide professional architectural and engineering services.

1.2. **"A/E Professional Services"** will consist of services provided in accordance with the proposal accepted by Austin Film Society in accordance with the procedures set out in this Agreement.

1.3. **"Approved Team"** means the team of professionals assembled by Austin Film Society prior to the Effective Date to work on the design of the Improvements. No bond funds will be used to pay for any costs associated with the Approved Team. That team, for which such services are not subject to the selection process of Section 1.1 of this Agreement, consists of:

Cultural Entity:	Austin Film Society
Consultant:	Espero, LLC

1.4. **"Austin Film Society PM"** means the entity hired by Austin Film Society to provide project management services.

1.5. **"Austin Film Society PM Services"** will consist of services provided by the Austin Film Society PM in accordance with the proposal accepted by Austin Film Society and the procedures set out in this Agreement.

1.6. **"Bond Funds"** means the \$5,400,000.00 from the 2012 general obligation bond issuance.

1.7. **"CCRI"** means a City Contribution Reimbursement Item being any portion of the Improvements in the Concept Plan and identified in **Exhibit "B"** to this Agreement. Other Improvements can be added to the CCRI if approved in writing by the City prior to construction or by Change Order. Unless a change is submitted to the City and approved by the City prior to construction or by Change Order approved by the City during construction and pursuant to Section 2.9 of this Agreement, only those Improvements described in the Exhibits to this Agreement are eligible for reimbursement.

1.8. **“Change Order”** means a change in the contract executed by and between Austin Film Society and the Contractor for construction related services as contemplated in this Agreement.

1.9. **“City Contribution”** means periodic (but not more than once a month) disbursements by the City of Bond Funds to be used by Austin Film Society solely with respect to the programming/planning, design and construction of cultural facilities for public use in furtherance of Proposition 18. All disbursements of the City Contribution will be disbursed at the City’s option: (i) by the City’s check delivered to Austin Film Society; (ii) by the City’s wire transfer to a federally insured account directed by Austin Film Society; or (iii) by direct or joint check payment to any or all persons or entities entitled to payment for Work performed on, or materials delivered to, or services performed in connection with such disbursement, in the event a claim has been filed or a dispute has occurred with a subcontractor providing labor, services or materials to the Improvements.

1.10. **“City PM”** means the individual designated by the City as a project manager to act on behalf of the City with respect to the day-to-day administration of this Agreement. The City PM will: (i) act as a single point of contact to facilitate communication between the Parties; (ii) schedule project development meetings between the Parties to discuss the Improvements only on an as-needed basis; and (iii) act as a conflict resolution facilitator in connection with the matters arising under this Agreement. The City further agrees to grant the City PM the maximum authority allowed by City policy and regulations and by State and Federal law to approve Change Orders and make other decisions with respect to the design and construction of the Improvements, without the necessity of approval from other City representatives.

1.11. **“Concept Plan”** means the documents attached as **Exhibit “B”**.

1.12. **“Contractor”** means the entity hired by Austin Film Society to provide the construction services for the construction of the Improvements.

1.13. **“Contractor Services”** will consist of services provided in accordance with the construction contract proposal accepted by Austin Film Society in accordance with the procedures set out in this Agreement.

1.14. **“Contract Documents”** means the approved Progress Documents at the end of the construction document phase, plus addenda and Change Orders issued and approved.

1.15. **“Effective Date”** means the last date this Agreement is signed by Austin Film Society and the City.

1.16. **“Exhibits”** means the following Exhibits attached to this Agreement:

Exhibit “A”	The Property
Exhibit “B”	Concept Plan
Exhibit “C”	Project Budget
Exhibit “D”	Insurance and Bond Requirements
Exhibit “E”	Milestone Deliverables

1.17. **“Improvements”** means all the Work to be completed pursuant to this Agreement.

1.18. **“Milestone Deliverables”** means those contract deliverables from the Project Team delivered at critical times during the design and construction phases and more particularly described in Exhibit “E”.

1.19. **“Progress Documents”** means drawings, project manual and an updated statement of probable construction costs submitted to the City’s PM at the completion of each Milestone Deliverable.

1.20. **“Project Team”** means the Approved Team, the Austin Film Society PM, the City PM, the A/E, and the Contractor hired by Austin Film Society for design and construction of the Improvements.

1.21. **“Property”** means the property leased to Austin Film Society by the City. The Property is described in Exhibit “A” attached.

1.22. **“Record Documents”** means Contract Documents, project manual, addenda, Change Orders, change directives, field orders and written interpretations and clarifications that show a complete set of “as-builts”, including all changes made during construction.

1.23. **“SME”** means a subject matter expert, which expert may be an individual or organization hired by Austin Film Society to advise the Project Team on specialized design decisions. For example, an SME may be an end user such as a grip or a director of photography.

1.24. **“Work”** means the entire completed construction, or the various separate identifiable parts, required to be furnished under the Contract Documents.

Article 2. DESIGN AND CONSTRUCTION OF THE IMPROVEMENTS

2.1. **Austin Film Society PM Contract Procurement and Management.** The City shall procure the Project Manager Services in accordance with all applicable laws. Austin Film Society shall have the right to review and participate in (i) the approval of the procurement process, (ii) the committee formed for the selection of the Austin Film

Society PM short list, and (iii) the final selection of the Austin Film Society PM. The City shall have final approval of the selection of the Austin Film Society PM. Austin Film Society shall be responsible for the negotiation of the Project Manager contract. The City shall have the right to review and participate in the negotiations with the Austin Film Society PM. The City has the right to review and approve the Austin Film Society PM contract prior to final execution. Upon completion of the contract, Austin Film Society shall provide a copy of the final Austin Film Society PM contract to the City for its approval, which approval shall not be unreasonably withheld. No amendment changing the scope of Work shall be made to the Austin Film Society PM contract by Austin Film Society without the prior written approval of the City, which approval shall not be unreasonably withheld.

2.2. A/E Contract Procurement and Management. The City shall procure the A/E Professional Services in accordance with all applicable laws. Austin Film Society shall have the right to review and participate in (i) the approval of the procurement process, (ii) the committee formed for the selection of the A/E short list, and (iii) the final selection made of the A/E. The City shall have the final approval of the selection of the A/E. Austin Film Society shall be responsible for the negotiation of the A/E contract. The City shall have the right to review and participate in the negotiations with the A/E. Austin Film Society shall use the City's standard professional services agreement in contracting with the A/E. Upon completion of the A/E contract, Austin Film Society shall provide a copy of the final A/E contract to the City for its approval, which shall not be unreasonably withheld. No amendment changing the scope of Work shall be made to the A/E contract by Austin Film Society without the prior written approval of the City, which approval shall not be unreasonably withheld.

2.3. Contractor Contract Procurement and Management. Austin Film Society shall procure the Contractor Services in accordance with all applicable laws. The City shall have the right to review and participate in (i) the approval of the procurement process, (ii) the committee formed for the selection of the Contractor short list and (iii) the final selection of the Contractor. Austin Film Society shall be responsible for the negotiation of the Contractor contract. The City shall have the right to review and participate in the negotiations with the Contractor. Austin Film Society shall use the City's standard construction agreement in contracting with the Contractor. Upon completion of the Contractor contract, Austin Film Society shall provide a copy of the final Contractor contract to the City for its approval, which shall not be unreasonably withheld. No amendment changing the scope of Work shall be made to the Contractor contract by Austin Film Society without the prior written approval of the City, which approval shall not be unreasonably withheld.

2.4. SME Contracts Procurement and Management. Austin Film Society shall procure the SMEs' services in accordance with all applicable laws. The City shall have the right to review and participate in (i) the approval of the procurement process, (ii) the committee formed for the selection of the SME short lists, and (iii) the final selection of the SMEs. Austin Film Society shall be responsible for the negotiation of the SME contracts. Upon completion of the SME contracts, Austin Film Society shall

provide a copy of the final SME contracts to the City for its approval, which approval shall not be unreasonably withheld. No amendment changing the scope of Work shall be made to the SME contracts by Austin Film Society without the prior written approval of the City, which approval shall not be unreasonably withheld.

2.5. **Assignment.** The A/E, the Contractor, the SME and the Austin Film Society PM contracts (the "**Professional Agreements**") between Austin Film Society and these identified professionals are each subject to the following default and assignment provision: In the event of a material default of Austin Film Society of its obligations under each of the Professional Agreements, the City may, but is not required to, assume the rights and responsibilities of Austin Film Society. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors, legal representatives and assigns; provided however, Austin Film Society may not transfer its rights or obligations under this Agreement without the prior written consent of the City, which consent may be withheld in the City's sole and absolute discretion. Notwithstanding anything to the contrary in this Agreement, Austin Film Society may with the prior approval of the City, which shall not be unreasonably withheld, collaterally pledge the Professional Agreements to any lender who provides Austin Film Society its working line of credit as contemplated in this Agreement, provided, to the extent the lender exercises its rights under its collateral security and pledge agreements, the lender or its affiliates or approved assignee agree to perform or assume the obligations of Austin Film Society under the Lease and this Agreement, and in such case the City will hold a second and inferior collateral assignment. The lender's prior security interest shall contain provisions that the lender shall comply with all laws applicable to the Improvements.

2.6. **Wage Rates/Prevailing Wage.** Austin Film Society, in its administration of procurements, must comply with, and will require its Contractor, who must require its subcontractors supplying construction labor or materials for the Work, to comply with the City's prevailing wage requirements, set forth in Resolution No. 20080605-047, throughout solicitation of any construction contract or procurement of services relating to the construction of the Improvements pursuant to this Agreement. The City has adopted the general prevailing rate of per diem wages established by the U.S. Department of Labor for work of similar character in the locality in which the Work is performed as the minimum per diem wages to be paid in connection with a City of Austin public improvement project for the construction of public buildings. The rates to be paid by the City in these projects are the rates in effect for Travis County, Texas at the time the City advertises these projects for bid. Such resolution adopts the same wages for public-private projects such as this one in which the City is a participant. Additionally, Austin Film Society must comply with the requirements of Resolution 20110728-106 regarding worker safety training.

2.7. City Certified Minority-Owned and Women-Owned Enterprises and Local Small Business Participation.

2.7.1. General. Austin Film Society shall comply with the applicable standards and principles of Chapters 2-9A (Construction), 2-9B (Professional Services), 2-9C (Nonprofessional Services) and 2-9D (Commodities) of the City's Code and Program Rules for minority-owned and women-owned enterprises ("**M/WBEs**"), referred to as the "**M/WBE Program**", in the purchase of commodities in connection with and design and construction of the Improvements (including leasehold improvements), in effect at the time of the solicitation for the particular scope of work or commodity purchase is to be completed. It is Austin Film Society's responsibility to contact the City's Small and Minority Business Resources Department ("**SMBR**") to ensure Austin Film Society is complying with the current and applicable ordinances and rules.

2.7.2. Informational Meeting. Before Austin Film Society expends money subject to the requirements of this Section 2.7, but in any event not less than ninety (90) days from the Effective Date, the local representatives of each party will meet to discuss the requirements for compliance with the M/WBE Program and the City will advise Austin Film Society of all available resources to assist with compliance.

2.7.3. Supplies/Commodities. In an effort to further stimulate and positively impact the local economy, Austin Film Society shall use commercially reasonable efforts to provide minority-owned, women-owned and local small businesses certified by the City an equal opportunity to participate as suppliers for materials and services purchased by Austin Film Society exclusively for use in the construction of the Improvements funded with City bond funds. To assist in recruiting efforts, Austin Film Society is required to contact SMBR for a list of available City certified minority-owned, women-owned and local small businesses prior to procuring supplies.

2.7.4. Supplier Diversity Policy. Within ninety (90) days after the Effective Date, Austin Film Society shall submit to the City a reasonable supplier diversity policy which will not conflict with the M/WBE Program regarding Austin Film Society's procurement of materials and services to be used at the facilities funded with City bond funds which may be reasonably modified from time to time by Austin Film Society, provided the policy and all modifications are approved by SMBR.

2.7.5. Threshold Amount. Austin Film Society agrees to adhere to this policy for the procurement of materials and services for which the cost is more than the purchasing authority established for the City Manager on an annual basis pursuant to Article VII (Finance) § 15 (Purchase Procedure) of the City Charter, and for which there are qualified local certified M/WBE suppliers providing competitive prices and with sufficient financial resources in light of the

particular materials and services to be supplied. The City Manager's purchasing authority is \$57,000.00 for 2013, and may increase or decrease per the formula in the City Charter. The City shall advise Austin Film Society annually of any changes to this threshold amount, or Austin Film Society may contact the City at any time for such information.

2.7.6. Existing Contracts. This Section 2.7 shall not apply to valid contracts Austin Film Society has in existence on the Effective Date of this Agreement for the procurement of supplies.

2.7.7. Non-Compliance. Failure to comply with this obligation shall be considered a breach of this Agreement. Should SMBR determine that Austin Film Society has failed to satisfy its obligation under this Section 2.7, the dispute resolution sections of this Agreement shall apply. With respect to any individual procurement of materials or services for which the cost is less than the amount established above, Austin Film Society is encouraged, but not required, to adhere to the requirements of this Section 2.7. Austin Film Society shall maintain and provide documentation of its efforts to comply with this Section 2.7 to SMBR as part of its monthly reports identified below.

2.7.8. Design And Construction. Austin Film Society shall comply with the applicable standards and principles of the M/WBE Program in the design and construction of its facilities constructed with City bond funds, including leasehold improvements, in effect at the time of solicitation for the particular scope of work to be completed. SMBR will work with Austin Film Society to provide it information regarding compliance with the current and applicable ordinances and rules. With respect to any design or construction projects for the facilities constructed with City bond funds, including, but not limited to, leasehold improvements, Austin Film Society, the A/E and the Contractor shall meet the gender and ethnic-specific participation goals or subgoals for each year in which design or construction occurs as determined by the Director of SMBR in accordance with the M/WBE Program. Before advertising a bid for any portion of the design or construction work, Austin Film Society shall submit to SMBR a copy of a proposed solicitation in order for the City to determine the gender and ethnic-specific participation goals or subgoals for the project. The determination by the Director of SMBR shall be based on the proposed size, type and scope of work to be undertaken by Austin Film Society and described in the bid documents, and the availability of each group of M/WBEs to perform elements of the Work. The City may utilize either the cumulative M/WBE goal or the subgoals for each group of minority persons in the proposed solicitation, or set project M/WBE participation goals as provided in Section 2-9A-19 of the City Code (Establishment of MBE/WBE Participation Levels for Individual Contracts in Construction), as it may subsequently be amended. The Director of SMBR shall have ten (10) business days from receipt of a bid package from Austin Film Society in order to evaluate and determine the required level for utilization of

M/WBE project or phase-specific goals or subgoals, if any, and shall notify Austin Film Society in writing of the Director of SMBR's determination.

2.7.9. Outreach. In an effort to meet the gender and ethnic-specific M/WBE utilization goals, Austin Film Society shall implement an outreach program designed to solicit participation of M/WBEs. These outreach efforts should also target small businesses generally. Austin Film Society may seek the assistance of SMBR in these outreach efforts as described below.

2.7.10. Documentation. For any year of the construction of the Improvements in which Austin Film Society, the A/E and the Contractor fail to meet each of the goals or subgoals established by the Director of SMBR, Austin Film Society, the A/E and the Contractor must demonstrate good faith efforts to meet the goals as described in the City's M/WBE Program Ordinance. Austin Film Society shall submit documentation demonstrating its own, the A/E's and the Contractor's good faith efforts to meet the goals as is required below. If Austin Film Society provides documentation to SMBR evidencing its own and it's A/E's and the Contractor's good faith efforts, Austin Film Society shall be deemed in compliance with these paragraphs. Failure to perform this obligation shall be considered a material breach of this Agreement. The City acknowledges that this obligation does not require Austin Film Society to modify, nullify or abrogate any contracts that it has entered into before the Effective Date of this Agreement.

2.7.11. Assistance. Austin Film Society shall apprise SMBR when Austin Film Society desires assistance from SMBR in its efforts to meet the gender and ethnic specific M/WBE utilization goals established for the purchase of commodities and supplies procured for the design and construction of the Improvements. This assistance may include providing a list of certified M/WBE firms from which Austin Film Society may solicit or cause the A/E or its Contractor to solicit participation in the design and construction of any improvements, identifying potential scopes of work, establishing the bid packages, scheduling and hosting outreach meetings and assisting Austin Film Society, it's A/E or the Contractor in soliciting M/WBE firms to provide bids. Austin Film Society is not required to solicit participation during a period in which Austin Film Society is not engaged in designing or constructing the Improvements, but rather, Austin Film Society is required to incorporate the standards and principles of the City's M/WBE Program including the M/WBE utilization goals established by the Director of SMBR into its development process as and when such process exists in connection with the design and construction of the Improvements.

2.7.12. Reports. Austin Film Society shall provide monthly reports to SMBR no later than the tenth (10th) day of each month to track (i) the utilization on a percentage basis of M/WBE firms in the design and construction of the improvements; (ii) the utilization on a percentage basis of M/WBE firms in the purchase of commodities and supplies for the construction of the Improvements;

and (iii) a summary of Austin Film Society's efforts to implement the standards and principles of the City's M/WBE Program. SMBR shall provide the forms to be used by Austin Film Society in submitting such reports. If SMBR does not provide forms, Austin Film Society may make reasonable efforts to report its information in a readable format for use by SMBR. These reasonable efforts will constitute compliance with this reporting requirement.

2.7.13. Compliance Determination. Within thirty (30) days of receipt of Austin Film Society's final monthly report (as is required under Section 2.72.7.11 above for the preceding year, January 1st through December 31st (the "**SMBR Compliance Period**"), SMBR shall determine whether Austin Film Society is in compliance with the requirements of this Section 2.7. Should SMBR determine that Austin Film Society (or its architect or general contractor), has not complied with the obligations of this Section 2.7, SMBR shall report such information to the Austin City Council.

2.8. LEED Certification Objective. Austin Film Society shall take steps to insure that its design and construction comply with City requirements relating to Leadership in Energy and Environmental Design (LEED) green building rating system. Austin Film Society will endeavor to achieve the LEED Silver certification for the Improvements.

2.9. Design Review, Approval and Authorized Changes. The Property is governed by the Lease which by reference makes the Property subject to the Mueller Master Community Covenant and the Design Guidelines (the "**Guidelines**"), as amended from time to time. As set out in the Lease and the Guidelines, Austin Film Society must submit required improvements to the New Construction Council established by the Guidelines for approval. The parties agree that improvements built on the Property are subject to the restrictions set out in the Lease and the Guidelines. At completion of each Milestone Deliverable, Austin Film Society shall submit to the City's PM one half-size set of drawings, the project manual and an updated statement of probable construction costs for the City's review and confirmation that such Progress Documents conform to the Concept Plan and any previously approved Progress Documents. The City's PM shall advise Austin Film Society within ten (10) business days after receipt of the Progress Documents if any portion or component of the Progress Documents materially differs with the Concept Plan and any previously approved Progress Documents, the Project Budget or violates a provision of this Agreement and shall provide a detail of the reasons why the Progress Documents do not conform to the Concept Plan and any previously approved Progress Documents, or do not conform to the Project Budget or violate this Agreement. If Austin Film Society is so advised, Austin Film Society shall immediately revise the Progress Documents to comply with the Concept Plan and any previously approved Progress Documents, the Project Budget and/or this Agreement. The City PM is not responsible for obtaining any building permit or certificate of occupancy for the Property. Austin Film Society shall not commence construction until Austin Film Society has obtained the confirmation required above for Progress Documents and all required governmental permits for the identified

scope of the Work. No Change Order to the Contract Documents may be made without the prior written consent of the City's PM, which consent shall not be unreasonably withheld or delayed. All other revisions to the Contract Documents prior to the construction phase shall be approved by the City as long as they materially conform to the Concept Plan or any previously approved Progress Documents, the Project Budget and this Agreement. Approval of Progress Documents whether final or not under this Section 2.9 does not constitute approval by the City, or any City department, of the Progress Documents or any component of the Progress Documents in the City's regulatory capacity.

2.10. Ownership of Contract Documents. Subject to the legal interests of the A/E and any production professionals, if any, all of the Progress Documents and Contract Documents, any addendum, Change Orders and all other architectural/engineering studies, reports or other materials in any way relating to the construction of the Improvements at the Property (the "**Identified Documents**"), shall be co-owned by Austin Film Society and the City. Subject to the legal interests of the A/E and any production professionals, ownership of the Identified Documents vests solely in the City at the termination of the Lease, no matter how such termination occurs. Austin Film Society, whether from Bond Funds or other sources, is solely responsible for the payment of all fees and expenses in connection with the preparation and use of the Identified Documents. At Final Completion, Austin Film Society shall ensure that the City has its own copy of the Identified Documents and the Record Documents. During the term of this Agreement, the City shall be entitled to additional copies of the Identified Documents at any time and from time to time if the City pays reproduction costs.

2.11. Art In Public Places. Austin Film Society shall comply with the City of Austin Art in Public Places ("**AIPP**") requirement in connection with the Improvements. The AIPP budget will be One Hundred Four Thousand and No/100 Dollars (\$104,000.00). The AIPP budget includes the artist's contract and the AIPP staff's project management required to manage the AIPP process.

2.12. Permits and Fees. Responsibility for obtaining permits and for paying fees associated with the permits is the responsibility and duty of Austin Film Society. Fees for permits are not reimbursable as CCRI.

2.13. Zoning, Site Plan and Building Permits. Austin Film Society is responsible for ensuring that appropriate zoning, site plan and building permit approvals have been obtained during appropriate times in the design and construction process. Austin Film Society is also responsible for compliance with the zoning, site plan and building permits during the design, construction and operation of the Improvements.

2.14. Construction Time of Performance. Austin Film Society shall diligently pursue completion of the Improvements and shall Substantially Complete the Improvements no later than five (5) years after the date construction begins. "**Substantially Complete**" means the Improvements are finally completed, but for minor

items of punch list work that can be completed in not more than one hundred twenty (120) calendar days, that do not interfere with Austin Film Society's use of the Property, and that do not interfere with Austin Film Society's ability to obtain a certificate of occupancy for the Property. Austin Film Society shall complete work on the punch list items no later than one hundred twenty (120) calendar days after it identifies the items for the punch list ("**Final Completion**"). The City shall extend the dates set out in this Section 2.14 for good cause and for events of Force Majeure.

2.15. Construction Standards and Liens. All CCRI must be constructed in accordance with the following construction standards:

2.15.1. Construction must be performed in a good and workmanlike manner in accordance with the Contract Documents.

2.15.2. Construction must be completed using good industry practice for the type of Work in question.

2.15.3. The materials and workmanship must be of a quality greater than or at least equal to the standards set out in the Contract Documents.

2.15.4. All Improvements must be designed and constructed in compliance with all applicable building codes, ordinances and other laws or regulations of any governmental authority having jurisdiction over the construction.

2.15.5. The Work must also comply with the City's M/WBE program requirements for construction projects.

2.15.6. The Work must comply with the Americans with Disabilities Act requirements applicable to municipally owned and operated facilities.

2.15.7. No construction or Work may be commenced until all licenses, permits and authorizations required of all governmental authorities having jurisdiction necessary to commence construction have been obtained.

2.15.8. Austin Film Society shall have obtained and shall maintain in effect the insurance coverage required by this Agreement and the Lease with respect to the Improvements.

2.15.9. After commencement, the construction or Work being performed must be prosecuted within the time schedules and deadlines under this Agreement.

2.15.10. Austin Film Society shall have no right, authority or power to bind the City or any interest of the City in the Property for labor, materials or any

other charge or expense incurred in construction of any Improvements or other Work done on the Property.

2.15.11. Austin Film Society shall take no action to render the City liable for any lien or right of lien for any labor, materials or other charge or expense incurred in connection with any Work performed on the Property and Austin Film Society shall in no way be considered as the agent of the City in the construction, erection or operation of any Improvements made on the Property.

2.15.12. If any liens or Claims for labor or materials supplied or claim to have been supplied to the Property are filed, Austin Film Society shall promptly pay or bond such liens to the City's reasonable satisfaction or otherwise obtain the release or discharge of the lien or Claim.

2.15.13. If during construction Austin Film Society damages any property of the City, Austin Film Society shall be responsible for such damage and shall repair it at Austin Film Society's sole cost and expense. This provision is not intended to limit Austin Film Society's right to seek repair of damage, or payment to repair damage, from a person or entity hired by it to complete construction, if the damage was caused by that person or an agent of the entity. However, Austin Film Society is ultimately responsible for taking the necessary steps to insure that the repair is completed in accordance with applicable codes and standards and paid for from funds that are not Bond Funds or any other City funds.

2.16. **Ownership of Improvements.** Title to all the Improvements located on the Property is and shall remain vested in the City immediately upon the attachment of the Improvement to the Property or to another Improvement located on the Property subject to the rights of Austin Film Society under the Lease.

2.17. **Assignment of Warranties and Guaranties.** To the extent assignable, upon termination of the Lease all warranties and guaranties obtained by Austin Film Society shall be automatically assigned to the City.

Article 3. PROJECT DEVELOPMENT COSTS

3.1. **Project Budget.** The Project Budget for the Improvements is attached as **Exhibit "C"** and is approved by the City.

3.2. **Budget Changes.** Austin Film Society may not increase the Project Budget without the City's prior written consent. Austin Film Society may shift allocations to budget line items without changing the total Project Budget; provided however, Austin Film Society will provide the City with a copy of the amended Project Budget in such case for its review and approval. Austin Film Society may not decrease the Project Budget in a way that results in a material diminution in value of the Improvements

without approval of the City. Review by the City shall be completed within two (2) weeks of any submittal under this Section 3.2 and approval of the change will not be unreasonably withheld.

3.3. CCRI.

3.3.1. Conditions Precedent to Disbursement. The City's obligation to contribute the City Contribution will be subject to the satisfaction of the following conditions:

3.3.1.1. Austin Film Society is not in material default of any of its obligation under the Lease and this Agreement and, if any such material default did occur, the default has been cured, and no event or circumstance exist which with the passage of time or giving of notice would constitute an event of material default by Austin Film Society under the terms of the Lease and this Agreement.

3.3.1.2. To the extent that any portion of the City Contribution will be used to construct an Improvement under the Lease, Austin Film Society has satisfied the conditions precedent under the Lease for the design and construction of such Improvement, the Improvement complies with the use of the Property conditions in the Lease, and it complies with the conditions of this Agreement.

3.3.1.3. At least thirty (30) calendar days before the date of the requested disbursement of the City Contribution, Austin Film Society shall deliver to the City PM the following:

3.3.1.3.1. A pay request approved by Austin Film Society and its Project Manager or other form of invoice from Austin Film Society evidencing the reimbursement amount due;

3.3.1.3.2. For services under the Professional Agreements, copies of invoices from all professional services firms of Austin Film Society or the Contractor for services rendered to the Property with respect to each CCRI;

3.3.1.3.3. Other than for the services under the Professional Agreements, records satisfactorily documenting to the City that, with respect to any fees to be paid by the City Contribution, Austin Film Society has selected the applicable payee through a process approved by the City;

3.3.1.3.4. For construction services performed or materials delivered:

3.3.1.3.4.1. The supporting application for payment in the form reasonably approved by the City, showing the schedule of values, by trade, percentage of completion of the CCRI detailing the portion of Work completed and the portion not completed as of the date of the application for payment, updated progress schedule and the City's Subcontract Supplier Awards Expenditure Report, and if requested by the City, copies of invoices from the Contractor for services and labor rendered and materials delivered to the Property with respect to the CCRI.

3.3.1.3.5. For all construction services regardless of how performed:

3.3.1.3.5.1. No later than final payment for the construction services, executed conditional mechanic's lien releases from the Contractor (along with unconditional mechanics lien releases with respect to payments made pursuant to Austin Film Society's prior submission under this Agreement) in recordable form; and

3.3.1.3.5.2. Records satisfactorily documenting to the City that Austin Film Society has complied with Chapter 271 Subchapter H of the *Texas Local Government Code* relating to alternative project delivery methods.

3.3.1.4. For all requested disbursements of the City Contribution, any and all other information reasonably requested by the City, which has not been previously provided.

3.4. Austin Film Society Covenants.

3.4.1. **Budget Requirements.** The Project Budget attached to this Agreement is on a form approved by the City. Any changes shall be subject to the terms of Section 3.2 above.

3.4.2. **Contribution Requirements.** Austin Film Society and the City understand and agree that the Property and the uses of the Property are subject to the Lease and the Parties agree this Agreement shall not remove any rights and privileges Austin Film Society may have under the Lease.

3.4.3. **Milestone Deliverables.** Austin Film Society shall, during the course of the design phase and the construction phase, deliver either by mail or hand delivery to the City PM the Milestone Deliverables.

3.4.4. **Financing.** If a contractual commitment includes financing, that financing will be on terms and conditions acceptable to Austin Film Society and

reasonably acceptable to the City. The City agrees that, subject to all terms and conditions of the Lease, Austin Film Society may assign or pledge its leasehold interest under the Lease whereby such lender or such lender's affiliate or approved assignee shall have as a remedy, but not the obligation, to assume the obligations of Austin Film Society under the Lease, and this Agreement and such right shall be approved by the City so long as the City has an assignment of such interest inferior to such lender. The contractual commitments may include a combination of Austin Film Society financing, cash, and pledges, reasonably acceptable to and confirmed by City, all of which are available and restricted for the purpose of payment of construction costs. Austin Film Society shall identify any additional sources of revenue to repay any financing for the Improvements.

3.4.5. Construction Accounts. Before the commencement of construction, Austin Film Society shall establish a separate, segregated series of construction accounts (the "**Construction Accounts**") at one or more federally insured financial institutions of Austin Film Society's choosing. The Construction Accounts may be maintained by Austin Film Society at the financial institution, if any, that serves as trustee for any other financing maintained by Austin Film Society. The Construction Accounts may be used only for the purpose of the deposit and withdrawal of construction funds, including Bond Funds, and the deposit and withdrawal of funds for debt service on Austin Film Society's financing of the CCRI. No other funds may be commingled in the Construction Accounts. Austin Film Society shall furnish to the City satisfactory information on the Construction Accounts, including the amounts on deposit prior to commencement of planning and design of the CCRI. Austin Film Society shall furnish, at the City's request, at any reasonable time, any additional information as the City may request regarding the Construction Accounts until completion of the CCRI.

3.4.6. Bond Covenant. The City and Austin Film Society understand and acknowledge that the City may finance the City Contribution with the proceeds of obligations, the interest on which is excludable from gross income for federal income tax purposes (the "**Tax Exempt Bonds**") and, in connection with the Tax Exempt Bonds, the City will make certain covenants, representations and provisions to assure compliance with the IRC and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto relating to Tax Exempt Bonds. Austin Film Society agrees to take, or refrain from, actions to ensure the Tax Exempt Bonds satisfy such covenants, representations and provisions. In particular, but not by way of limitation, Austin Film Society will not use or permit the City Contribution, or the Property financed with Tax Exempt Bond Funds, to be used (i) in any activity which constitutes an unrelated trade or business within the meaning of Section 513 of the IRC or (ii) by any person other than a governmental person or an exempt organization described in Section 501(c)(3) of the IRC. Moreover, if the IRC is amended, or regulations or rulings are hereafter promulgated which impose additional requirements applicable to the Tax Exempt Bonds or if it is determined by a court of applicable jurisdiction

that this Agreement fails to comply with the terms of the IRC, then the City and Austin Film Society agree to renegotiate, in good faith, to amend or replace this Agreement in order to comply with the additional requirements only to the extent necessary to preserve the exemption from federal income taxation of interest on the Tax Exempt Bonds.

Article 4.
OPERATIONS AND MAINTENANCE

4.1. Austin Film Society Responsibilities. Austin Film Society has the obligation to operate and maintain the Property in accordance with the terms and conditions of the Lease.

4.2. City Responsibilities. The City's obligation, if any, to operate and maintain the Property is also only in accordance with the terms and conditions of the Lease.

4.2.1. Naming and Sponsorship. Austin Film Society shall have the sole right to contract for and grant sponsorships, advertising space and naming rights for areas, events, programs and advertising panels within the Property subject to applicable laws, zoning and ordinances, and subject to the advance written approval by the City of said sponsorships, advertising and naming rights, which disapproval shall only be for the violation of such name or sponsorship of the IRC or the provisions below and such approval shall not be unreasonably withheld or delayed. The City Manager or his designee shall review and approve naming inside the facilities. The City Manager will bring the Austin Film Society's requests for naming for the outside of buildings or other structures to the Austin City Council for the Austin City Council's approval. Sponsorships, advertising and/or naming rights involving the Property shall not:

4.2.1.1. promote, advertise or relate to alcohol or tobacco products or companies; or

4.2.1.2. be of a non-commercial cause-oriented nature (e.g., promoting or criticizing a political party, public official or candidate; a political or social cause or movement; or a religion or religious establishment or movement); and

4.2.1.3. include any reference to any proper geographic name, unless such reference (i) is to "Austin" or the "City of Austin", or (ii) is part of the proper name of a person or entity selected as a sponsor pursuant to this Section 4.2.1.

4.2.1.4. Any such sponsorship agreements entered into by Austin Film Society shall be ratified or assumed by the City at its election or otherwise terminate upon any termination or expiration of the Lease (as may be

subsequently renewed or extended), pursuant to which Austin Film Society ceases to occupy and use the Property.

4.2.1.5. If the named portion of the facility/campus is destroyed or severely damaged, or Austin Film Society determines it will not maintain the facility, or determines that the facility will be renovated, replaced, relocated or significantly modified or upgraded, then Austin Film Society shall consult with the donor, if available, and the City, and come to a mutually agreeable decision with regard to the naming.

4.2.1.6. If the donor fails to timely fulfill its gift commitment, or if the donor, any of its affiliated entities, or any of their respective principals are involved in any type of material ethical violation as approved by a court of law or administrative hearing or criminal convictions, or Austin Film Society reasonably and in good faith determines that circumstances have changed such that donor's public image, products or services conflicts with the purposes or mission of Austin Film Society, then Austin Film Society may remove the naming from the facility, and Austin Film Society shall provide in its future donor contracts that it shall have no further obligation or liability to the donor and shall not be required to return any portion of the gift already paid. If the issue is a legal or ethical violation as noted in the preceding sentence, the City may direct Austin Film Society to remove the name.

4.2.1.7. No rights or privileges shall be granted by Austin Film Society in exchange for naming and sponsorship that would impair the tax-exempt status, if any, of the Bond Funds used for the CCRI or other portions of the facilities.

4.2.1.8. The naming of the facility as a whole must be done in accordance with City Code unless City Code requirements are specifically waived by the Austin City Council. Signs containing names must comply with applicable City requirements regarding signage.

Article 5. INSURANCE AND INDEMNITY

5.1. Austin Film Society and its Consultants' and Contractors' Insurance and Bonding. Austin Film Society shall require that any firms under the Professional Agreements maintain the insurance and bonds required by the City and listed in **Exhibit "D"** attached to this Agreement and the Lease. If any additional insurance or bonds are required by Federal or State law or by local ordinance, Austin Film Society shall also require the persons and firms hired by it for design and construction of the CCRI under the Professional Agreements to have that insurance and bonding in place throughout their Work on the CCRI. In the event of any material defects in design, materials or workmanship resulting from the Work of the A/E, Austin Film Society PM, the Contractor or any other construction professionals occurs, Austin Film Society agrees, if advised by

its legal counsel, to pursue any causes of action it may have against the appropriate party, or at the option and request of the City, assign to the City such cause of action, subject to any superior rights Austin Film Society's lender may have.

5.2. Indemnity – Patent or Copyright. Austin Film Society shall provide in its Professional Agreement with the Contractor that the Contractor shall protect, hold harmless and indemnify Austin Film Society and the City from and against all Claims, damages, judgments and losses arising from infringement or alleged infringement of any United States patent or copyright that arise out of any of the Work performed by the Contractor or used by the Contractor, or by the City, or Austin Film Society at the direction of the Contractor of any article or material to be constructed pursuant to this Agreement. Upon becoming aware of a suit or threat of suit for patent or copyright infringement, Austin Film Society shall promptly notify the Contractor and the Contractor shall be given full opportunity to negotiate a settlement. The Contractor does not warrant against infringement by reason of Austin Film Society's or the A/E's design of articles or their use in combination with other materials or in the operation of any process relating to the Improvements to be constructed pursuant to this Agreement. In the event of litigation, Austin Film Society agrees to cooperate reasonably with the Contractor and all parties shall be entitled, in connection with any such litigation, to be represented by counsel at their own expense.

5.3. Indemnification of Certain Entities. Austin Film Society shall include in its Professional Agreement negotiated with the Contractor for the Improvements, a provision that the Contractor covenants and agrees to fully indemnify and hold harmless Austin Film Society, the City, the A/E, and their respective current and former employees, officers, directors, volunteers, agents and representatives (the "**Indemnified Entities**"), individually and collectively, from and against any and all costs, Claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including, but not limited to, personal or bodily injury, death and property damage ("**Claims**") made upon any Indemnified Entity directly or indirectly arising out of, resulting from, or related to: (i) a violation or alleged violation of any ordinance, regulation, statute or other legal requirement by the Contractor or any of its agents or employees; or (ii) the Contractor's activities under its Professional Agreement, including any negligent acts or omissions of the Contractor, any agent, officer, director, representative, employee, or consultant occurring in the performance of the rights and duties under its Professional Agreement. This Section 5.3 shall not apply to any Claims resulting from the negligence of any of the Indemnified Entities, but shall include Claims attributable to the extent of the Contractor's sole, contributory, partial, joint, comparative or concurrent acts, omissions or negligence of the Contractor or any subcontractor under the Contractor.

5.4. Payment and Performance Bonds. Austin Film Society agrees to and shall require the Contractor to name the City as co-obligee with Austin Film Society on the payment and performance bonds. The payment and performance bonds required of the Contractor under this Agreement shall be in accordance with the specifications provided in **Exhibit "D"** attached to this Agreement.

5.5. **Assumption.** In contracting with the A/E and the Contractor, Austin Film Society will require that each contract, including the Identified Documents, provide that it can be assumed by the City in the event of a termination of the Lease due to an uncured default by Austin Film Society or, at the City's option, upon failure of Austin Film Society's completion of the Improvements during the term of the Lease, subject to the rights of Austin Film Society's lender.

Article 6.
EVENTS OF DEFAULT AND REMEDIES

6.1. **Austin Film Society's Default and the City's Remedies.** Austin Film Society shall be deemed to be in default under this Agreement if Austin Film Society fails or refuses to perform Austin Film Society's obligations under this Agreement, or any representation or warranty made by Austin Film Society pursuant to this Agreement becomes untrue, and after thirty (30) calendar days' notice of an event of default from the City and such default was for any reason other than a default by the City. If Austin Film Society is deemed to be in default under this Agreement after the expiration of the cure period, the City shall be entitled to require specific performance, withhold the City's Contribution, or terminate this Agreement subject to the rights of Austin Film Society's lender, if any, or assume Austin Film Society's obligations and complete the Improvements without liability to Austin Film Society. In the event a default by Austin Film Society is not reasonably curable within such 30-day period, then Austin Film Society shall, only with specific written approval by the City, have additional time to complete the cure of its default so long as it prosecutes its cure diligently and in good faith. Fraudulent statements made in the inducement of the City by board members or officers of Austin Film Society who are materially involved with the Improvements shall be grounds for termination for cause. Upon the occurrence of any event deemed to be a default by Austin Film Society under this Agreement, subject to Austin Film Society's lender's rights, all Professional Agreements, Identified Documents, Progress Documents, Contract Documents and other records relating to the Improvements shall be returned to the City.

6.2. **The City's Defaults and Austin Film Society's Remedies.** The City shall be deemed to be in default under this Agreement if the City fails to meet, comply with, or perform any covenant, agreement or obligation within the time limits and in the manner required in this Agreement. If the City is deemed to be in default under this Agreement, the City shall also have a thirty (30) calendar day time period, after being notified by Austin Film Society of the default, in which to cure the default. After the expiration of the cure period, Austin Film Society may, at Austin Film Society's sole option, do any one or more of the following: (i) terminate this Agreement by written notice delivered to the City; or (ii) exercise any other right or remedy Austin Film Society may have at law or in equity by reason of such default. Austin Film Society may not seek any remedy for non-payment by the City if such non-payment is due to:

6.2.1. Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City; and

6.2.2. Non-Appropriation. The funding of this Agreement is dependent upon the availability of appropriations. The City's payment obligations are payable only and solely from funds appropriated and available for this Agreement. The absence of appropriated or other lawfully available funds shall render this Agreement null and void to the extent funds are not appropriated or available. The City shall provide Austin Film Society written notice of the failure of the City to make an adequate appropriation for any fiscal year to pay the amounts due under this Agreement, or the reduction of any appropriation to an amount insufficient to permit the City to pay its obligations under this Agreement. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

Article 7. MISCELLANEOUS PROVISIONS

7.1. **Representation.** Austin Film Society represents and warrants to the City that Austin Film Society did not incur any cost or expense associated with any CCRI prior to the Effective Date, for which Austin Film Society would seek reimbursement under this Agreement.

7.2. **Termination.** This Agreement will automatically terminate upon the first to occur of (i) the termination or expiration of the Lease (as may be reinstated, renewed or continued) or (ii) the expiration or satisfaction of all the terms and obligations under this Agreement by the Parties.

7.3. **Miscellaneous.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or invalid, such illegal or invalid term or provision shall not affect the balance of the terms and provisions of this Agreement. The Parties agree that no term of this Agreement is intended to modify the Lease and that in the event of any conflict between the terms of the Lease and this Agreement, the terms of the Lease supersede. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas. Venue for any action regarding this Agreement shall be in the District Courts or County Courts of Law of Travis County Texas. This Agreement is to be deemed to have been prepared jointly by the Parties. If any inconsistencies or ambiguities exist, they shall not be interpreted or construed against either Party as the drafter. The Parties shall take such actions and execute such documents as each may reasonably request to carry out the purposes of this Agreement. All section headings are inserted for convenience only and shall not be used in any way to modify, limit, construe or otherwise effect this Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same

instrument. Each Party represents and warrants to the other Party that it is duly authorized to execute this Agreement. In performing the obligations under this Agreement, Austin Film Society shall be an independent contractor, and nothing herein shall be deemed to constitute the City and Austin Film Society as partners or joint venturers. Nothing in this Agreement shall alter in any manner the status of personnel employed by Austin Film Society or by the City, who shall in no event be deemed to be employees of the other. When the approval or consent of the City is required under this Agreement, and it is not otherwise stated, such approval or consent shall not be unreasonably withheld or delayed and in the event the City has not responded to a request for such approval or consent by Austin Film Society within thirty (30) business days of its request, then the parties shall work together to diligently review the request and promptly respond in accordance with the approval schedules set forth in the City Code and rules.

7.4. Book and Records. Austin Film Society shall keep proper books of records and accounts in which full and correct entries shall be made of all of its construction transactions and its assets and businesses so as to permit the presentation of financial statements prepared in accordance with sound accounting principles consistently applied on a cash basis; and permit the City, or its representatives, at reasonable times and intervals upon prior notice, to visit Austin Film Society's office.

7.5. Notices. If notice, payment, report or other matter is required or permitted to be given under this Agreement, it may be effected by personal delivery to the address set forth below, or by certified mail, postage prepaid, return receipt requested, properly addressed to the appropriate address set forth below:

If to the City:	The City of Austin City Attorney City of Austin Law Department Post Office Box 1088 Austin, Texas 78767-1088
If to the City PM:	The City of Austin Economic Development Department 301 West Second Street, Suite 2030 Austin, Texas 78701 Attn: City PM for Austin Film Society Project
If to Austin Film Society:	Film Society of Austin, Inc. 1901 East 51 st Street Austin, Texas 78723 Attn: Executive Director

With a copy to:

Rick Triplett, Esq.
Graves, Dougherty, Hearon & Moody, P.C.
401 Congress Avenue, Suite 2200
Austin, Texas 78701

Such addresses may be changed by notice to the other Parties given in the same manner as above provided.

7.6. Force Majeure. Both Austin Film Society and the City agree they shall grant the other Party a reasonable extension of time as appropriate, if conditions beyond the Parties' control or Acts of God, flood, riot, civil insurrection, labor strikes or orders of local or federal government render timely performance of the Parties' services impossible or unexpectedly burdensome. The Party suffering the impossibility or burdensome conditions must provide written notice to the other Party within ten (10) business days of the onset of such performance delay, specifying the reasons therefore. Consent to an extension of time for performance under such circumstances will not be unreasonably withheld, conditioned or delayed. Failure to fulfill obligations due to conditions beyond either Party's control shall not be considered a breach of this Agreement; provided, however, that such obligations shall be suspended only for the reasonable duration of such conditions.

7.7. Right to Audit. Austin Film Society agrees that the representatives of the Office of the City Auditor, or other authorized representatives of the City, shall, upon reasonable notice to Austin Film Society, have access to, and the right to audit, examine or reproduce at the expense of the City any and all records of Austin Film Society related to its performance under this Agreement. Any audit or examination shall take place at the offices of Austin Film Society during reasonable business hours. Austin Film Society shall retain all such records for a period of three (3) years after final payment of the CCRI under this Agreement, or until any audit and litigation matters relating to the Improvements or this Agreement that the City has brought to the attention of Austin Film Society are resolved, whichever is longer. Austin Film Society agrees to refund to the City any overpayments disclosed by any such audit and the City agrees to pay any underpayments of the Bond Funds disclosed by any such audit, subject to the City's right to decline payment as set out in Sections 6.2 and 6.2.1 above. At the request of Austin Film Society, the City shall provide Austin Film Society a copy of such audit. In addition, Austin Film Society shall include in its Professional Agreement with the Contractor the following:

7.7.1. The Contractor agrees that the representatives of the Office of the City Auditor, or other authorized representatives of the City, shall have access to, and the right to audit, examine or reproduce any and all records of the Contractor related to Austin Film Society's performance under this Agreement. The Contractor shall retain all such records for a period of three (3) years after final payment under the Professional Agreement, or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved,

whichever is longer. The Contractor agrees to refund to Austin Film Society any overpayments disclosed by any such audit.

7.7.2. The Contractor agrees to include the terms of Section 7.7.1 above in all subcontractor agreements entered into by the Contractor in connection with the Professional Agreement.

7.8. Indemnity.

7.8.1. Indemnified Claims shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:

7.8.1.1. damage to or loss of the property of any person (including, but not limited to, the City, the Contractor and their respective agents, officers, employees and subcontractors; the officers, agents and employees of such subcontractors; and third parties); and/or

7.8.1.2. death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including, but not limited to, the agents, officers and employees of the City, the Contractor and third parties).

7.8.2. Fault shall include negligence, willful misconduct or a breach of any legally imposed strict liability standard.

AUSTIN FILM SOCIETY SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF AUSTIN FILM SOCIETY, OR ITS AGENTS, EMPLOYEES, CONTRACTORS OR SUBCONTRACTORS, IN THE PERFORMANCE OF AUSTIN FILM SOCIETY'S OBLIGATIONS UNDER THIS AGREEMENT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR AUSTIN FILM SOCIETY (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM. THIS INDEMNIFICATION DOES NOT INCLUDE INDEMNIFIED CLAIMS ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CITY, OR THE CITY'S AGENTS, CONTRACTORS, EMPLOYEES, REPRESENTATIVES OR SUBCONTRACTORS.

7.9. **Dispute Resolution.** In the event of a dispute, either Party may make a written request for a meeting between representatives of each Party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the Parties.

Each Party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the Parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both Parties, in which event the Parties may proceed directly to mediation as described below. If the efforts to resolve the dispute through negotiation fail, or the Parties waive the negotiation process, the Parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and Austin Film Society 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 is trained in the subject matter of the dispute or a contract interpretation expert. If the Parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center. 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. The City and Austin Film Society will share the costs of mediation equally.

7.10. CONFIRMATION AND WAIVER. AUSTIN FILM SOCIETY CONFIRMS TO THE CITY THAT IT IS NOT RELYING ON, AND WAIVES ANY CLAIM REGARDING, ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY CONCERNING OR RELATING TO THE PROPERTY, THE CONDITION OF THE PROPERTY, COMPLIANCE OF THE PROPERTY WITH THE LAWS, AVAILABILITY OF ACCESS, INGRESS OR EGRESS, INCOME TO BE DERIVED THEREFROM OR EXPENSES TO BE INCURRED WITH RESPECT THERETO, THE OBLIGATIONS, RESPONSIBILITES OR LIABILITIES OF THE OWNER THEREOF, OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE PROPERTY. AUSTIN FILM SOCIETY ACKNOWLEDGES AND AGREES WITH THE CITY THAT AUSTIN FILM SOCIETY IS ENTERING INTO THIS AGREEMENT AND THE TRANSACTION CONTEMPLATED HEREIN RELYING SOLELY UPON ITS OWN CONSULTANTS, LEGAL COUNSEL, EVALUATIONS AND EXAMINATIONS. AUSTIN FILM SOCIETY SPECIFICALLY ACKNOWLEDGES THAT THE CITY CANNOT CONTRACT IN ANY MANNER REGARDING THE EXERCISE OF ITS SOVEREIGN POWER.

7.11. Waiver of Attorneys' Fees. In consideration of the award and execution of this Agreement and in consideration of the City's waiver of its right to attorneys' fees, Austin Film Society knowingly and intentionally waives its right to attorneys' fees under Section 271.153 of the Texas Local Government Code in any administrative proceeding, alternative dispute resolution proceeding or litigation arising out of or connected to this Agreement.

7.12. Accessibility of Information. Austin Film Society is required to make, upon proper request, any information created or exchanged with the City pursuant to this Agreement, and not otherwise excepted from disclosure under the Texas Public

Information Act, available in a format that is accessible by the public at no additional charge to the City.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the date first set forth below.

CITY OF AUSTIN, a Texas home rule city and municipal corporation

By: 
Name: Robert Goode
Title: Assistant City Manager
Date: 7/22, 2014

FILM SOCIETY OF AUSTIN, INC., a Texas non-profit corporation, doing business as The Austin Film Society

By: 
Rebecca Campbell, Executive Director
Date: 7/17, 2014

EXHIBIT "A"

THE PROPERTY

AUSTIN FILM STUDIOS
(BOUNDARY EXHIBIT)

20.061 ACRES
AUSTIN FILM TRACT
RMMA

FN. NO. 09-154(AJM)
JUNE 4, 2009
BPI JOB NO. 1400-26.94

DESCRIPTION

OF 20.061 ACRES OF LAND OUT OF THE JOSEPH BURLESON SURVEY NO. 10, SITUATED IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN TRACT CONVEYED TO THE CITY OF AUSTIN, BY DEED OF RECORD IN VOLUME 428, PAGE 245, OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS; SAID 20.061 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2-inch iron rod with cap set at the intersection of the southerly right-of-way line of East 51st Street (90' R.O.W.) and the easterly right-of-way line of Future Vaughan Street (60' R.O.W./not yet of record), for the northwesterly corner hereof;

THENCE, over and across said City of Austin tract, along said southerly right-of-way line of East 51st Street, for a portion of the northerly line hereof, the following three courses and distances:

- 1) Along a non-tangent curve to the left, having a radius of 1000.23 feet, a central angle of 02°52'22", an arc length of 50.15 feet, and a chord which bears S65°09'18"E, a distance of 50.15 feet to a 1/2-inch iron rod found at the end of said curve;
- 2) S66°37'37"E, a distance of 366.27 feet to a 1/2-inch iron rod found at the beginning of a non-tangent curve to the left;
- 3) Along said curve, having a radius of 1477.40 feet, a central angle of 13°23'30", an arc length of 345.31 feet, and a chord which bears S73°17'02"E, a distance of 344.52 feet to a 1/2-inch iron rod found at the end of said curve, being on the northerly line of said City of Austin tract, also being the southwesterly corner of Lot 1, F.V.M.F. Addition, a subdivision of record in Book 80, Page 209 of the Plat Records of Travis County, Texas;

FN 09-154(AJM)
JUNE 4, 2009
PAGE 2 OF 3

THENCE, S62°29'38"E, leaving the southerly right-of-way line of East 51st Street, along the southerly line of said Lot 1, for the northerly line of said City of Austin tract and a portion of the northerly line hereof, a distance of 867.96 feet to a 1/2-inch iron rod with cap set in the westerly right-of-way line of Future Tilley Street (R.O.W. varies/not yet of record), for the northeasterly corner hereof;

THENCE, S42°17'46"W, leaving the southerly line of said Lot 1, over and across said City of Austin tract, along said westerly right-of-way line of Future Tilley Street, for the easterly line hereof, a distance of 551.23 feet to a 1/2-inch iron rod with cap set for the southeasterly corner hereof;

THENCE, leaving said westerly right-of-way line of Future Tilley Street, continuing over and across said City of Austin tract, for the southerly line hereof, the following four (4) courses and distances:

- 1) N47°36'07"W, a distance of 538.82 feet to a 1/2-inch iron rod with cap set at an angle point;
- 2) S42°23'53"W, a distance of 401.38 feet to a 1/2-inch iron rod with cap set at an angle point;
- 3) N43°25'06"W, a distance of 392.30 feet to a 1/2-inch iron rod with cap set at an angle point;
- 4) S87°00'00"W, a distance of 270.00 feet to a 1/2-inch iron rod with cap set in said easterly right-of-way line of Future Vaughan Street, for the southwesterly corner hereof;

THENCE, continuing over and across said City of Austin tract, along said easterly right-of-way line of Future Vaughan Street, for the westerly line hereof, the following three (3) courses and distances:

- 1) N03°00'00"W, a distance of 429.60 feet to a 1/2-inch iron rod with cap set at a point of curvature of a curve to the right;
- 2) Along said curve, having a radius of 270.00 feet, a central angle of 31°00'00", an arc length of 146.08 feet, and a chord which bears N12°30'00"E, a distance of 144.31 feet to a 1/2-inch iron rod with cap set at the point of tangency of said curve;

FN 09-154 (AJM)
JUNE 4, 2009
PAGE 3 OF 3

- 3) N28°00'00"E, a distance of 188.52 feet to the POINT OF BEGINNING, containing an area of 20.061 acres (873,846 square feet) of land, more or less, within these metes and bounds.

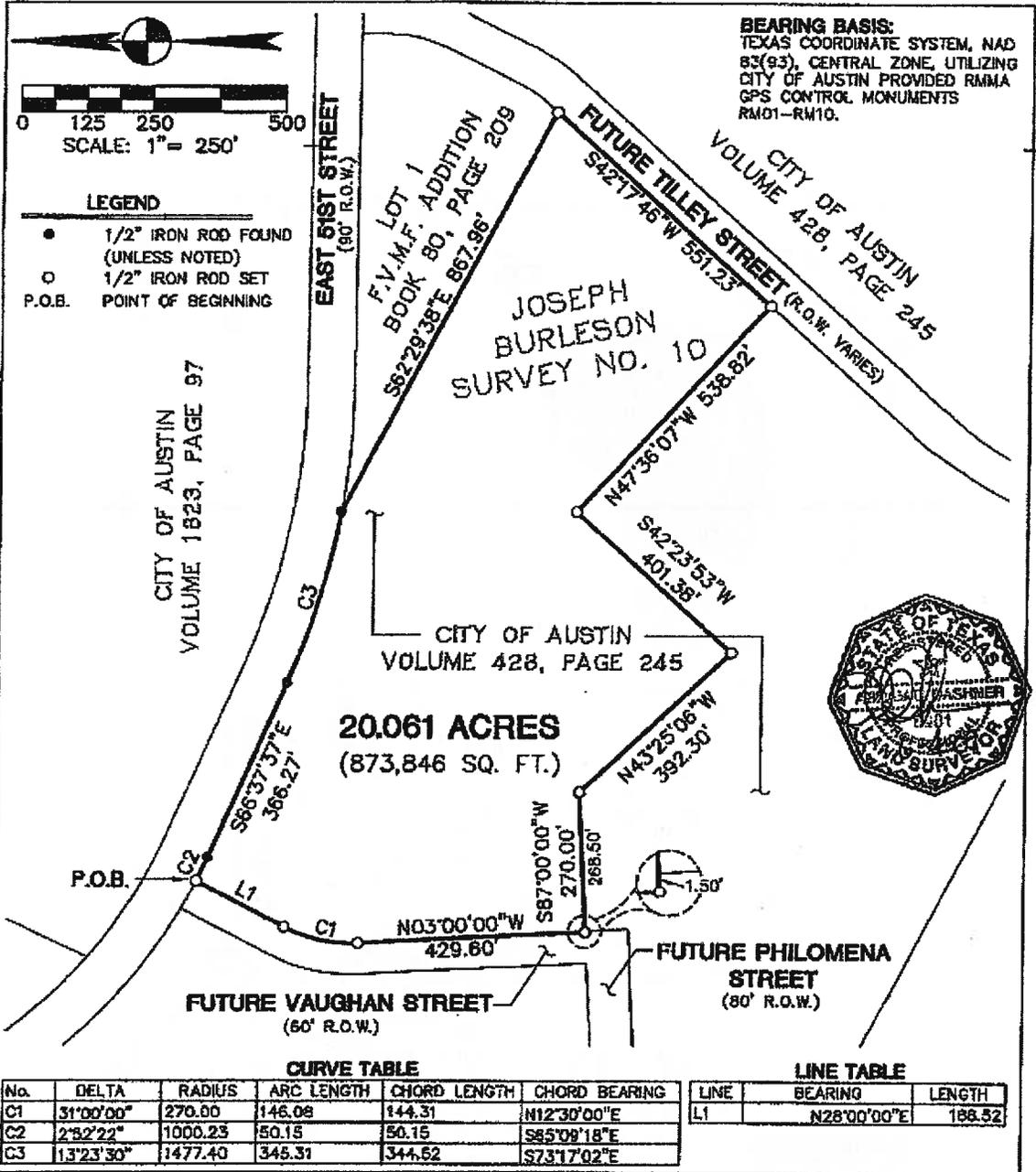
BEARING BASIS: TEXAS COORDINATE SYSTEM, NAD 83(93), CENTRAL ZONE, UTILIZING CITY OF AUSTIN PROVIDED RMMA GPS CONTROL MONUMENTS RM01-RM10.

I, ABRAM C. DASHNER, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY STATE THAT THIS DESCRIPTION IS BASED UPON A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION. A SURVEY EXHIBIT WAS PREPARED TO ACCOMPANY THIS DESCRIPTION.

BURY & PARTNERS, INC.
ENGINEERING SOLUTIONS
211 WEST SIXTH STREET
SUITE 600
AUSTIN, TEXAS 78701


6-4-09
ABRAM C. DASHNER, R.P.L.S.
NO. 5901
STATE OF TEXAS





Bury+Partners
ENGINEERING SOLUTIONS
221 West Sixth Street, Suite 660
Austin, Texas 78701
Tel. (512) 382-0011 Fax (512) 382-1466
Bury+Partners, Inc. ©Copyright 2009

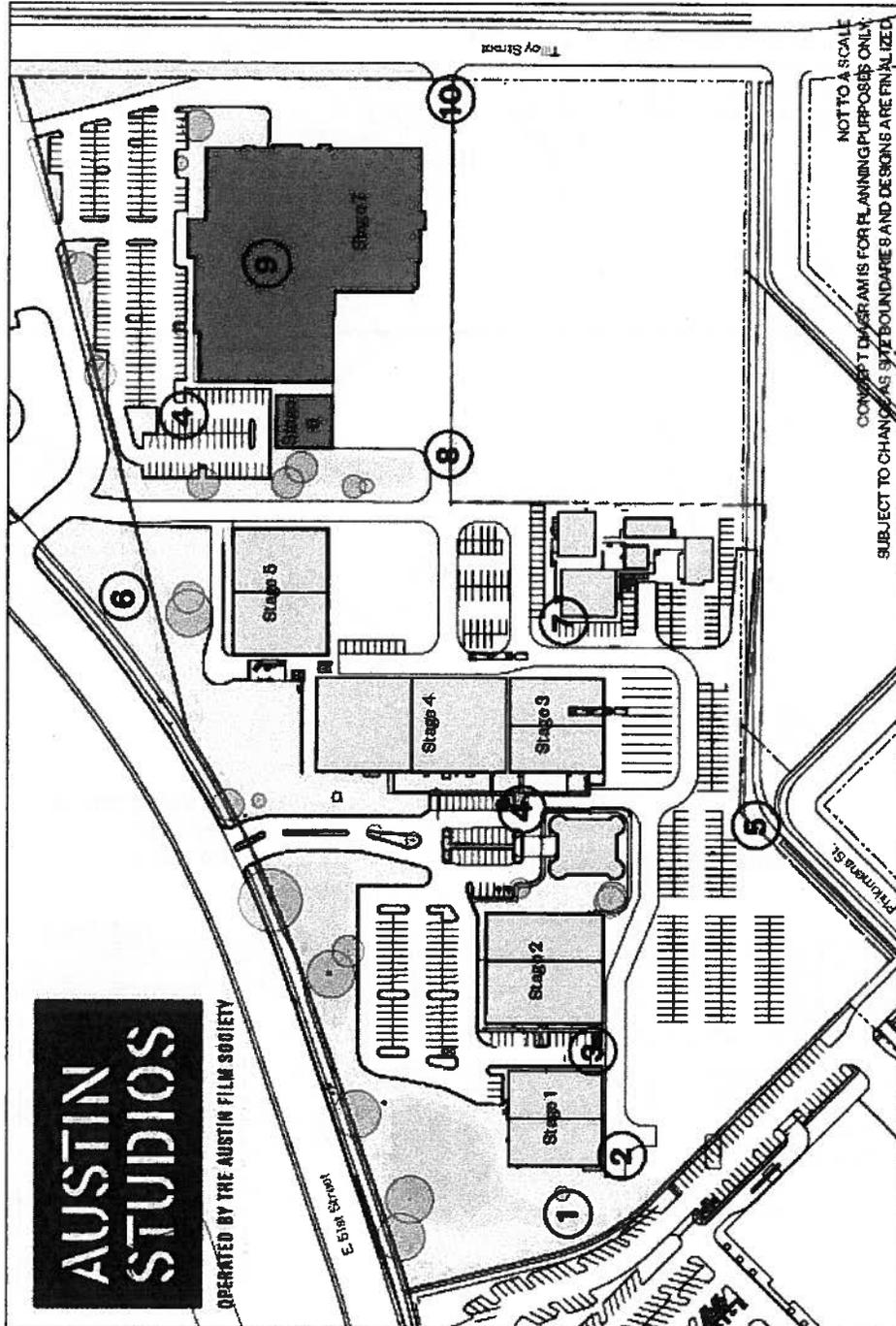
SKETCH TO ACCOMPANY DESCRIPTION
OF 20.061 ACRES OF LAND OUT OF THE JOSEPH BURLESON SURVEY NO. 10, SITUATED IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF THAT CERTAIN TRACT CONVEYED TO THE CITY OF AUSTIN, BY DEED OF RECORD IN VOLUME 428, PAGE 245, OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS.

CATELLUS

DATE: 6/4/09 FILE: H:\1400\28\140028EX18.dwg FN No.: 09-154(A.M) DRAWN BY: A.M PROJ No: 1400-26.94

EXHIBIT "B"

CONCEPT PLAN



5/1/2014

AUSTIN STUDIOS CONCEPT DIAGRAM*

1**	<p>Security, Screening & Landscaping Improvements</p> <ul style="list-style-type: none"> • Install Fencing, Pedestrian Gate with Key-Card Access, Pedestrian Path and Outdoor Break Area/Garden • Upgrade & Install Additional Security Cameras
2**	<p>Drainage & Foundation Improvements</p> <ul style="list-style-type: none"> • Reinforce Stage 1 Foundation, Reconstruct and Enhance Drainage Swale
3	<p>Security & Vehicular Connectivity Upgrades</p> <ul style="list-style-type: none"> • Widen Gate Opening, Install Automatic Gate with Key-Card Access, Upgrade Security Cameras
4**	<p>Infrastructure Upgrades</p> <ul style="list-style-type: none"> • Upgrade Water, Wastewater, Telecommunications, and Electrical Service • Retrofit HVAC Systems (Stage 3, Red Building) for Energy Efficiency
5	<p>Security & Screening Improvements***</p> <ul style="list-style-type: none"> • Install Fencing and Pedestrian Gates with Key-Card Access
6**	<p>Accessibility, Wayfinding, Security & Landscaping Improvements</p> <ul style="list-style-type: none"> • Complete ADA-Compliant Access Pathways and Enhance Landscaping Along East 51st Street • Install Monumental & Directional Signage Upgrade & Install New Automatic Gates with Key-Card Access & Security Cameras
7	<p>Trailers & Trailer Infrastructure Upgrades***</p> <ul style="list-style-type: none"> • Upgrade Water, Wastewater, Telecommunications and Electrical Service to Trailers for Additional Capacity • Purchase Trailers for Additional Production Office/Creative Media Tenant Space
8**	<p>Vehicular & Infrastructure Connection, Drainage Improvements***</p> <ul style="list-style-type: none"> • Create Vehicular and Infrastructure "Bridge" to former Armory site, Reconstruct & Enhance Drainage Swale
9**	<p>Removal of former National Guard Armory including Code Compliance & Infrastructure Upgrades</p> <ul style="list-style-type: none"> • Upgrade Building's Core Systems, including utilities service, restrooms, roof replacement, and life safety • Create Critical Infrastructure for Creative Media Hub and Production Tenants
10	<p>Vehicular & Infrastructure Connection, Security & Wayfinding Improvements***</p> <ul style="list-style-type: none"> • Create Vehicular Connection to future Tilley Street, Connect Utilities to Tilley Street • Install Fencing and Automatic Gates with Key-Card Access, Install Monumental and Directional Signage

* Concept Diagram for planning purposes only and is subject to change as site boundaries and designs are finalized.

** Denotes activities that are anticipated to be completed in a first phase.

*** Implementation of these items is subject to determination of final lease boundaries.

EXHIBIT "C"

PROJECT BUDGET

	<u>Project Budget</u>	<u>CCRI Eligible</u>
Project Management	\$ 216,000.00	Yes
Design Services	\$ 578,800.00	Yes
Permits and Fees	\$ 18,671.00	No
Project Inspection Fees	\$ 52,728.00	Yes
Construction Services	\$3,833,926.00	Yes
Art in Public Places	\$ 104,000.00	Direct City Expense
Debt Issuance (City)	\$ 30,000.00	Direct City Expense
Furniture, Fixtures and Equipment	<u>\$ 184,546.00</u>	Yes
Subtotal Project Budget	\$5,018,671.00	
Project Contingency	<u>\$ 400,000.00</u>	Yes, as it relates to CCRI items
TOTAL PROJECT BUDGET	<u>\$5,418,671.00</u>	
Austin Film Society Contribution (Permits)	<u>\$ 18,671.00</u>	
Total Bond Funds	<u>\$5,400,000.00</u>	

EXHIBIT "D"

INSURANCE AND BOND REQUIREMENTS

NOTE: When the term "construction manager" is used in this Exhibit it means the person or entity hired by Austin Film Society to perform construction management services, whether through the construction manager at risk procurement method or other delivery method.

A. General Requirements

Austin Film Society shall forward certificates of insurance with the endorsements required below to the City as verification of coverage within 5 calendar days after the date this Agreement is executed (unless provided otherwise below), EXCEPT that Austin Film Society shall have in place a policy of commercial general liability insurance meeting the requirements of their 2009 Lease during the entire lease term.

Austin Film Society's permanent buildings are insured on the City's property insurance policy. Austin Film Society shall contact the City's Risk Management Division for scheduling and other information related to the required use of the City's property insurer's plan review services for the construction of any Improvements to be made pursuant to the Agreement. Contact must be made no later than when the design drawings are 50% complete.

Austin Film Society shall not commence work on the Project until the required insurance is obtained by the construction manager and has been reviewed by the City. Approval of insurance by the City does not relieve or decrease the liability of Austin Film Society and is not a limitation of liability on the part of Austin Film Society.

Austin Film Society must submit certificates of insurance for all contractors and/or subcontractors to the City prior to the commencement of work on the Improvements to be made pursuant to the Agreement and for all A/E and other professionals prior to the commencement of work under their respective agreements.

Austin Film Society's, and all engineers/architects and Project Management consultants (professionals), contractor's, and subcontractor's insurance coverage must be written by companies licensed 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 or otherwise be approved by the City. All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance must contain the following information:

Attn: City Project Manager Economic Development Department
City of Austin
P. O. Box 1088
Austin, Texas 78767-1088

The “other” insurance clause must not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in this Exhibit, covering both the City and Austin Film Society, be considered primary coverage as applicable.

If insurance policies are not written for amounts specified in this Exhibit, Austin Film Society, the construction manager, or other professionals, contractors, and subcontractors of Austin Film Society must 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.

The City 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.

Austin Film Society shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Agreement (Term) without providing a substantially equivalent policy of insurance or coverage in replacement thereof.

The Professionals, and any contractor, or subcontractor responsible for maintaining insurance pursuant to this Agreement shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions must be disclosed on the certificate of insurance.

The City may review the insurance requirements set forth in this Exhibit to the Agreement during the period of construction and until Final Completion plus the period for all construction warranty work and may make reasonable adjustments to insurance coverages, limits, and exclusions when reasonably deemed necessary and prudent by the City based upon applicable changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company(ies), Austin Film Society, professionals, contractors, or subcontractors.

The insurance coverages specified below are required minimums and are not intended to limit the responsibility or liability of Austin Film Society, the professionals, contractors or subcontractors of Austin Film Society.

B. Specific Requirements

Worker’s Compensation and Employers’ Liability Insurance. Coverage must be consistent with statutory benefits outlined in the Texas Worker’s Compensation Act (Section 401). The minimum policy limits for Employer’s Liability are \$1,000,000 bodily injury each accident, \$1,000,000 bodily injury by disease policy limit and \$1,000,000 bodily injury by disease each employee.

- (a) Austin Film Society’s, its professionals’, contractors’, and subcontractors’ policy shall apply to the State of Texas and include these endorsements in favor of the City:

- (i) Waiver of Subrogation, Form WC 420304, or equivalent coverage.
- (ii) Thirty days' Notice of Cancellation, Form WC 420601, or equivalent coverage.

Commercial General Liability Insurance. If not previously provided under the Lease by Austin Film Society for itself, Austin Film Society, any professionals, including the A/E team, the construction manager and other contractors shall provide the minimum bodily injury and property damage per occurrence are \$1,000,000 for coverages A and B.

- (a) The policy must contain the following provisions:
 - (i) Blanket contractual liability coverage for liability assumed under this Agreement and all contracts related to this Project.
 - (ii) Independent contractor's coverage.
 - (iii) Products/completed operations liability for the duration of the warranty period.
- (b) The policy must also include these endorsements in favor of the City:
 - (i) Waiver of Subrogation, endorsement CG 2404, or equivalent coverage.
 - (ii) Thirty days' notice of cancellation, endorsement CG 0205, or equivalent coverage.
 - (iii) The City listed as an additional insured, endorsement CG 2010, or equivalent coverage.

Business Automobile Liability Insurance. Austin Film Society, its professionals, contractors, and subcontractors shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$1,000,000 per occurrence for bodily injury and property damage.

- (a) The policy must include these endorsements in favor of the City:
 - (i) Waiver of subrogation, endorsement CA 2046, or equivalent coverage.
 - (ii) Thirty days' notice of cancellation, endorsement CA 0244, or equivalent coverage.
 - (iii) The City listed as an additional insured, endorsement CA 2048, or equivalent coverage.

If these specific endorsements are not available, evidence of equivalent coverage shall be provided to the City. If neither the endorsement or equivalent coverage is available, a written statement to that effect from the carriers underwriter shall be provided to the City for approval. Acceptance of the statement shall not be reasonably withheld by the City.

Other Insurance. Other insurance shall be maintained by Austin Film Society as required in the Lease.

Builders Risk Insurance. During the construction of the Improvements to be completed pursuant to the Agreement, or any subsequent construction or repair of the Improvements, Austin Film Society shall require its contractor to maintain an all risk builders risk insurance policy in the amount of the construction contract or construction manager contract, as the case may be. The policy must name the City as mortgagee/loss payee as its interest may appear.

Hazardous Material Insurance. For work that involves asbestos or any hazardous materials or pollution defined as asbestos, any contractor or subcontractor responsible for such work must comply with the following insurance requirements in addition to those specified above:

- (a) Provide an asbestos abatement endorsement to the commercial general liability policy with minimum bodily injury and property damage limits of \$1,000,000 per occurrence for coverages A&B and products/completed operations coverage with a separate aggregate of \$1,000,000. This policy must not exclude asbestos or any hazardous materials or pollution defined as asbestos, and must provide "occurrence" coverage without a sunset clause. The policy must provide 30 day notice of cancellation and waiver of subrogation endorsements in favor of Austin Film Society and the City.
- (b) Any contractor or subcontractor responsible for transporting asbestos or any hazardous materials defined as asbestos shall provide pollution coverage. Federal law requires interstate or intrastate transporters of asbestos to provide an MCS 90 endorsement with a \$5,000,000 limit when transporting asbestos in bulk in conveyances of gross vehicle weight rating of 10,000 pounds or more. Interstate transporters of asbestos in non-bulk in conveyances of gross vehicle weight rating of 10,000 pounds or more must provide an MCS 90 endorsement with a \$1,000,000 limit. The terms "conveyance" and "bulk" are defined by Title 49 CFR 171.8. All other transporters of asbestos shall provide either an MCS 90 endorsement with minimum limits of \$1,000,000 or an endorsement to their Commercial General Liability Insurance policy which provides coverage for bodily injury and property damage arising out of the transportation of asbestos. The endorsement must, at a minimum, provide a \$1,000,000 limit of liability and cover events caused by the hazardous properties of airborne asbestos arising from fire, wind, hail, lightening, overturn of conveyance, collision with other vehicles or objects, and loading and unloading of conveyances.
- (c) The contractor shall submit complete copies of the policy providing pollution liability coverage to Austin Film Society and the City.

Professional Liability Insurance. In addition to the workers compensation, business auto liability and commercial general liability coverage requirements above, all contractors providing professional services shall provide 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 Austin Film Society and the City. The minimum limit of liability for this coverage shall be \$1,000,000.

Performance and Payment Bonds. Austin Film Society shall require its general contractor or construction manager, within 30 days from and after notification of the award of the contract, and before commencement of construction of the Improvements, to furnish and deliver to the City, legally issued surety bonds in a form approved by the City and in compliance with the Texas Government Code, with the City and Austin Film Society named as co-obligees. The furnishing and delivery of such bonds within the periods mentioned is a condition precedent to the commencement of the construction of the Improvements and, upon the failure of the construction manager to so furnish and deliver all of the same in form, tenor and execution and with sureties reasonably satisfactory to the City, no rights obtain thereunder to the construction manager, no construction of the Improvements being completed pursuant to the Agreement may commence or continue and, if construction has commenced without compliance with the requirements of this paragraph, all construction activities must immediately be suspended and Austin Film Society will be in material default under the Agreement.

Payment Bond. Austin Film Society shall require the construction manager to provide a payment surety bond legally issued, meeting the approval of the City, in an amount not less than 100% of the total contract price of the construction costs of the Improvements, conditioned upon the prompt, full, and complete payment of all subcontractors and suppliers.

Performance Bond. Austin Film Society shall require the construction manager to provide a performance surety bond legally issued, meeting the approval of the City, in an amount not less than 100% of the total contract price of the construction costs of the Improvements, conditioned upon the prompt, full and complete performance by the construction manager of these covenants and agreements contained in the contract documents.

Nothing in this Exhibit is intended to overlap or be duplicative of the insurance currently carried by Austin Film Society.

EXHIBIT "E"

MILESTONE DELIVERABLES

Pre-Design Phase

- Consultant M/WBE Compliance Plan

Schematic Design Phase

- Schematic Design Drawings And Outline Project Manual
- Updated Project Budget And Schedule
- Schematic Design Phase Construction Cost Estimate
- Updated LEED Checklist
- M/WBE Compliance Report

Design Development Phase

- Design Development Drawings And Project Manual
- Updated Project Budget And Schedule
- Design Development Phase Construction Cost Estimate
- Updated LEED Checklist
- M/WBE Compliance Report

Construction Document Phase @ 50% Complete

- 50% Complete Construction Document Phase Drawings And Project Manual
- Updated Project Budget And Schedule
- 50% Construction Document Phase Construction Cost Estimate
- Updated LEED Checklist
- M/WBE Compliance Report

Construction Document Phase @ 100% Complete

- 95% - 100% Complete Construction Document Phase Drawings And Project Manual
- Updated Project Budget And Schedule
- 100% Construction Document Phase Construction Cost Estimate
- Updated LEED Checklist
- M/WBE Compliance Report

Construction Phase

- Executed Construction Agreement
- Monthly Construction Progress Reports, Updated Schedules And LEED Documentation
- M/WBE Compliance Report
- Record Documents at Final Completion

Post Construction Phase

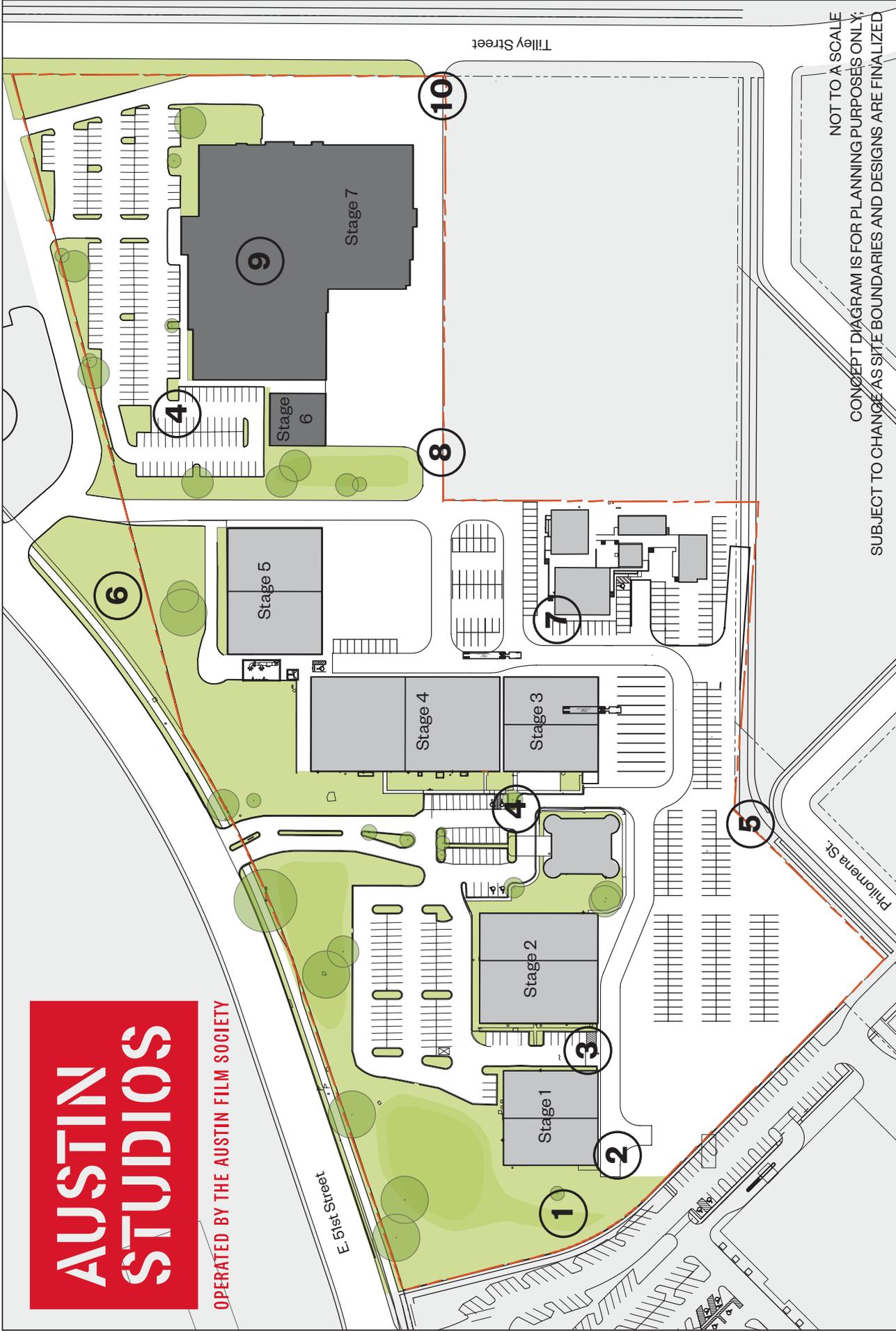
- 6 Month and 12 Month Warranty Reports

ATTACHMENT

AUSTIN STUDIOS SITE DIAGRAM

AUSTIN STUDIOS

OPERATED BY THE AUSTIN FILM SOCIETY



AUSTIN STUDIOS CONCEPT DIAGRAM*

1**	<p>Security, Screening & Landscaping Improvements</p> <ul style="list-style-type: none"> • Install Fencing, Pedestrian Gate with Key-Card Access, Pedestrian Path and Outdoor Break Area/Garden • Upgrade & Install Additional Security Cameras
2**	<p>Drainage & Foundation Improvements</p> <ul style="list-style-type: none"> • Reinforce Stage 1 Foundation, Reconstruct and Enhance Drainage Swale
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4**	<p>Infrastructure Upgrades</p> <ul style="list-style-type: none"> • Upgrade Water, Wastewater, Telecommunications, and Electrical Service • Retrofit HVAC Systems (Stage 3, Red Building) for Energy Efficiency
5	<p>Security & Screening Improvements***</p> <ul style="list-style-type: none"> • Install Fencing and Pedestrian Gates with Key-Card Access
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7	<p>Trailers & Trailer Infrastructure Upgrades***</p> <ul style="list-style-type: none"> • Upgrade Water, Wastewater, Telecommunications and Electrical Service to Trailers for Additional Capacity • Purchase Trailers for Additional Production Office/Creative Media Tenant Space
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9**	<p>Renovation of former National Guard Armory including Code Compliance & Infrastructure Upgrades</p> <ul style="list-style-type: none"> • Upgrade Building’s Core Systems, including utilities service, restrooms, roof replacement, and life safety • Create Critical Infrastructure for Creative Media Hub and Production Tenants
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**Denotes activities that are anticipated to be completed in a first phase.

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