REQUEST FOR QUALIFICATIONS

FOR

2015 STREAM RESTORATION AND STORMWATER TREATMENT ENGINEERING SERVICES ROTATION LIST

CLMP173

ISSUE DATE: DECEMBER 3, 2014

RESPONSES DUE: JANUARY 9, 2015

PRIOR TO: 3:00 P.M.

DELIVER TO:

CONTRACT MANAGEMENT DEPARTMENT
CONTRACT PROCUREMENT DIVISION
ATTN: LYNN RICH

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

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CONTRACT TEMPLATE

City of Austin
Founded by Congress, Republic of Texas, 1839
Contract Management Department, PO Box 1088, Austin, Texas 78767 Telephone 512/974-7181 Fax 512/974-7297

December 3, 2014

Re: Announcement
Request for Statements of Qualifications (RFQ) for Providing Services for 2015 Stream Restoration and Stormwater Treatment Engineering Services Rotation List

Solicitation Number: CLMP173

The City of Austin, through the Watershed Protection Department and its Contract Management Department, is requesting statements of qualifications for the selection of a professional engineering firm for the above-noted project. Statement of qualifications will be due **PRIOR to 3:00 p.m., Friday, January 9, 2015,** 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 for City Council action in April, 2015.

A pre-response meeting will be held beginning at 9:00 a.m., Friday, December 12, 2014, in the City Hall Council Chambers, Rm 1001, 301 W. 2nd Street, Austin, TX. The purpose of the meeting will be to respond to consultants' questions about the project and the procurement process. Attendance at the meeting is not a requirement for selection; however, meeting minutes will not be issued.

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 CLMP173. 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 Morgan Byars, Project Manager, at (512) 974-9790 or Lynn Rich, Buyer II, at (512) 974-7009. Please contact Morgan Byars for all project related questions and me for any RFQ procurement process questions.

Sincerely,

Lynn Rich, Buyer II
Contract Management Department
Contract Procurement Division

cc: Morgan Byars

The City of Austin is committed to compliance with the Americans with Disabilities Act.
Reasonable modifications and equal access to communications will be provided upon request.

REQUEST FOR QUALIFICATIONS

Solicitation Number: CLMP173
Project Name: 2015 Stream Restoration & Stormwater Treatment Eng Svcs RL

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 engineering services for the above-noted project.

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

ALL SUBMITTALS ARE DUE ON: Friday, January 9, 2015 PRIOR TO 3:00 P.M.
ATTENTION: Lynn Rich

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 for City Council action in April, 2015. Contract execution is anticipated for June, 2015.

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 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 Friday, December 12, 2014 at 9:00 A.M. in the City Hall Council Chambers, Room 1001, 301 West 2nd Street, Austin, Texas**. Attendance at the meeting is not required; however, meeting minutes will not be issued.

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

AUTHORIZED CONTACT PERSONS

PROJECT MANAGER: Morgan Byars
Telephone (512) 974-9790
Email morgan.byars@austintexas.gov

BUYER II: Lynn Rich
Telephone (512) 974-7009
Email lynn.rich@austintexas.gov

END

INSTRUCTIONS TO CONSULTANTS

Solicitation Number: CLMP173
Project Name: 2015 Stream Restoration & Stormwater Treatment Eng Svs RL

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. **Forms may be recreated; however, all requested information must be included.**

b. **Statement of Qualifications** (SOQ): Please submit **one (1) original, stamped "ORIGINAL"; one (1) copy, stamped "COPY"; 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 the Public Information Act, Government Code, Chapter 552.

c. **Disclosure of Proprietary Information.** All materials submitted to OWNER become public property and are subject to the Texas Public Information Act, Government Code Chapter 552, upon receipt. If Consultant does not desire proprietary information in the Proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. OWNER will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

d. **Further Information.** Information may be secured by contacting the authorized contact persons listed in the RFQ. Persons desiring further information or interpretation of the solicitation requirements shall make a written request for such information to OWNER no later than seven (7) working days before submittal due date and time. Interpretation of Solicitation Documents will be made by Addendum or Clarification and a copy of each document will be emailed to each person to whom has obtained a RFQ packet. The addendum or clarification will also be available through the City's Vendor Connection.

e. **Anti-Lobbying and Procurement.** Entities submitting statements of qualifications, including their agents and representatives, shall not undertake any activities or actions to promote or advertise their statement of qualifications to any member of the Austin City Council or City staff except in the course of City-sponsored inquiries, briefings, interviews, or presentations between the statement of qualifications submission date and award by City Council. Any violation of this provision may result in disqualification

of the entity. Entity shall execute by signature the following Entity's Affidavit of Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying and return the signed affidavit with their statement of qualifications. The Affidavit form is Form 4 under Proposal Forms. Article 6, Chapter 2-7, Austin City Code, prohibits lobbying activities or representations by the Consultant between the date that the Request for Qualifications (RFQ) is issued and the date of contract execution. The text of the pertinent City Ordinance may be viewed at the following link: http://www.cityofaustin.org/edims/document.cfm?id=161145.

(1) Definitions

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

(B) "Completed Project" - The City will consider a project complete when:

a) The specified discipline for which you are working has been completed; or,

b) All phases or scopes of work have been completed

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

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

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

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

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

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

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

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

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

(i) an owner, board member, officer, employee, contractor, subsidiary, joint enterprise, partnership, agent, lobbyist, or other representative of a respondent;

(ii) a person or representative of a person that is involved in a joint venture with the respondent, or a subconsultant in connection with the respondent's response; and

(iii) a respondent who has withdrawn a Response or who has had a Response rejected or disqualified by the City.

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

(i) provide information about the Response;

(ii) advance the interests of the Respondent;

(iii) discredit the Response of any other respondent;

(iv) encourage the City to withdraw the RFQ;

(v) encourage the City to reject all of the responses;

(vi) convey a complaint about a particular response; or

(vii) directly or indirectly ask, influence, or persuade any City official, City employee, or body to favor or oppose, recommend or not recommend, vote for or against, consider or not consider, or take action or refrain from taking action on any vote, decision, or agenda item regarding the solicitation.

(J) "City" means Owner.

(2) Restrictions on Contacts

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

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

(C) The prohibition of representation during the no-contact period applies to a representation initiated by a Respondent, and to a representation made in response to a representation initiated by a City official or a City employee other than the Authorized Contact Person.

(D) If the City withdraws an RFQ or rejects all Responses with a stated intention to reissue the same or similar RFQ for the same or similar project, the no-contact period shall expire after the ninetieth day after the date the RFQ is withdrawn or all Responses are rejected if the RFQ has not been reissued during the 90-day period.

(E) For a single vendor award, the no-contact period shall expire when the first of the following occurs: contract is executed or solicitation is cancelled

(F) For a multiple vendor award, the no-contact period shall expire when the last of the following occurs: all contracts are executed, negotiations have been fully terminated, or the ninetieth day after the solicitation is cancelled.

(G) The purchasing officer or the director may allow respondents to make representations to city employees or city representatives in addition to the authorized contact person for a solicitation that the purchasing officer or the director finds must be conducted in an expedited manner; an expedited solicitation is one conducted for reasons of health or safety under the shortest schedule possible with no extensions. The purchasing officer's or director's finding and additional city employees or city representative who may be contacted must be included in the solicitation documents.

(H) Representation to an independent contractor hired by the City to conduct or assist with a solicitation will be treated as representations to a City employee.

(I) A current employee, director, officer, or member of a respondent, or a person related within the first degree of consanguinity or affinity to a current employee, director, officer or member of a respondent, is presumed to be an agent of the respondent for purposes of making a representation. This presumption is rebuttable by a preponderance of the evidence as determined by the purchasing officer or director.

(J) A respondent's representative is a person or entity acting on a respondent's behalf with the respondent's request and consent. For example, a respondent may email their membership list and ask members to contact council members on the respondent's behalf. The members are then acting per respondent's request and with their consent, and the members have become respondent representatives.

(3) Permitted Representations

(A) If City seeks additional information from respondent, the Respondent shall submit the representation in writing **only** to the authorized contact person. The contact person will then distribute the written representation in accordance with the terms of the RFQ. A Respondent cannot amend or add information to a Response after the Response deadline.

(B) If respondent wishes to send a complaint to the City, the respondent shall submit the complaint in writing only to the authorized contact person. The authorized contact person will then distribute a complaint regarding the process to members of the City Council or members of the City board, to the director of the department that issued the solicitation, and to all respondents of the RFQ. However the director shall not permit distribution of any complaint that promotes or disparages the qualifications of a respondent, or that amends or adds information to a response. A determination what constitutes promoting or disparaging the qualifications of a respondent or constitutes amending or adding information is at the director's sole discretion.

(C) If a Respondent submits a written inquiry regarding an RFQ, the authorized contact person will provide a written answer and distribute both the inquiry and answer to all Respondents on the RFQ.

(D) If a Respondent does not receive a response from the authorized contact person, the Respondent may contact the director as appropriate.

(E) A respondent may ask a purely procedural question, for example a question regarding the time or location of an event or where information may be obtained, of a City employee other than the authorized contact person. No suggestions or complaints about the contract process that constitute a representation to a City employee is allowed. A respondent may not ask a procedural question to a Council member, a council member's aide, or of a City board member except in a meeting held under the Texas Government Code, Chapter 551 (Open Meetings Act).

(F) The Anti-Lobbying ordinance allows representations:

(1) made at a meeting convened by the authorized contact person, including meetings to evaluate responses or negotiate a contract;

(2) required by protest procedures for vendors;

(3) made at a protest hearing;

(4) provided to the Small & Minority Business Resources Department in order to obtain compliance with the MBE/WBE Procurement Program Ordinance;

(5) made to the City Risk Management coordinator about insurance requirements for a solicitation;

(6) made public at a meeting held under the Open Meetings Act; or

(7) made from a respondent's attorney to an attorney in the Law Department in compliance with Texas Disciplinary Rules of Professional Conduct.

(G) Nothing in the Anti-Lobbying Ordinance prohibits communications regarding the solicitation between or among City official or City employees acting in their official capacity.

(H) A contribution or expenditure defined in Chapter 2-2 (Campaign Finance) is not a representation.

(4) Contract Voidable. If a contract is awarded to a Respondent who has violated these Anti-Lobbying & Procurement provisions, the contract is voidable by the Owner.

(5) Debarment. If a Respondent has been disqualified under these provisions more than two times in a sixty month period the purchasing officer shall debar the responder from responding for a period not to exceed three years, provided the Respondent is given written notice and a hearing in advance of the debarment.

II. Rejection of Proposals

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

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

- 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 OWNER's Purchasing Officer.
- SOQs received from a Proposer when Proposer or principals are currently debarred or suspended by Federal, State or City governmental agencies.

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

- Failure to provide a SOQ stamped "ORIGINAL".
- Failure to provide the correct number of "COPY" SOQs.
- Failure to provide an electronic version on CD or Flash Drive of your complete SOQ.
- 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. OWNER shall not release information relative to this Solicitation during the proposal evaluation process or prior to contract execution, except as otherwise required by law.

IV. Award and Execution of Contract

Contract Management Director shall submit recommendation for award to the City Council for those project awards requiring City Council action. Contract will be signed by City Manager or his/her designee after award and submission of required documentation by consultant.

Contract will not be binding upon OWNER until it has been executed by both parties. OWNER will process the Contract expeditiously. However, OWNER will not be liable for any delays prior to the award or execution of Contract. The consultant must adhere to the terms stated in Form 6 – Affidavit of Contract Execution.

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

V. Protest Procedures

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

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

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

1. You must file written notice of your intent to protest within four (4) calendar days of the date that you know or should have known of the facts relating to the protest. If you do not file a written notice of intent within this time, you have waived all rights to protest the solicitation process or the award.
2. You must file your written protest within fourteen (14) calendar days of the date that you know or should have known of the facts relating to the protest unless you know of the facts before the Solicitation was due. If you know of the facts before that date, you must notify the City as stated above.
3. You must submit your protest in writing, through the authorized contact person, and must include the following information:
    a. your name, address, telephone, and fax number;
    b. the solicitation number and the CIP number, if applicable;
    c. a detailed statement of the factual grounds for the protest, including copies of any relevant documents.

4. Your protest must be concise and presented logically and factually to help with the City's review.
5. When the City receives a timely written protest, the Contract Management Director will determine whether the grounds for your protest are sufficient. If the Contract Management Director decides that the grounds are sufficient, the Contract Management Department will schedule a protest hearing, usually within five (5) working days. If the Contract Management Director determines that your grounds are insufficient, you will be notified of that decision in writing.
6. The protest hearing is informal and is not subject to the Open Meetings Act. The purpose of the hearing is to give you a chance to present your case, it is not an adversarial proceeding. Those who may attend from the City are: representatives from the department that requested the purchase, the Law Department, the Contract Management Department, and other appropriate City staff. You may bring a representative or anyone else that will present information to support the factual grounds for your protest with you to the hearing.
7. A decision will usually be made within fifteen (15) calendar days after the hearing.
8. The Contract Management Director will send you a copy of the hearing decision after the appropriate City staff have reviewed the decision.
9. When a protest is filed, the City usually will not make an award until a decision on the protest is made. However, the City will not delay an award if the City Manager or the Contract Management Director determines that:
    a. The City urgently requires the supplies or services to be purchased, or
    b. Failure to make an award promptly will unduly delay delivery or performance.

    In those instances, the Contract Management Department will notify you and make every effort to resolve your protest before the award.
10. The protest or notice of intent and the protest shall be submitted in writing to the following address:

<u>P.O. Address for U.S. Mail</u>:

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

<u>Street Address for Hand Delivery/Courier Service:</u>

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: CLMP173
Project Name: 2015 Stream Restoration & Stormwater Treatment Eng Svcs RL

PROJECT FOR:

CITY OF AUSTIN, WATERSHED PROTECTION DEPARTMENT, THROUGH ITS CONTRACT MANAGEMENT DEPARTMENT

PROJECT TITLE:

2015 STREAM RESTORATION AND STORMWATER TREATMENT ENGINEERING SERVICES ROTATION LIST

OBJECTIVES OF THE PROJECT:

The City of Austin (City) Watershed Protection Department (WPD) is seeking qualified firms that have demonstrated experience in the fields of stream restoration and stormwater treatment to assist in the planning, design, bid and construction of engineered solutions that restore and protect Austin's waterways. The City desires that the professional firms on this rotation list be discipline experts and have demonstrated exemplary service in delivery of related projects within the City. It is expected that qualified firms will have demonstrated experience and qualifications in stream geomorphology, surface water hydrology, hydraulic engineering, channel stability, bank stabilization, floodplain impact analysis, riparian restoration, landscape architecture, aquatic chemistry and stormwater treatment processes. The City anticipates contracting with up to three (3) firms for approximately five (5) years.

BACKGROUND:

The City's WPD provides services in its three primary missions of the watershed management program: water-quality protection, flood mitigation and stream erosion. The Environmental Resource Management (ERM) Division includes the Stream Restoration and Stormwater Treatment (SRSWT) Section that implements engineered solutions to creek erosion and storm water pollution problems. The section strives to implement cost-effective sustainable solutions that utilize natural materials and processes to the extent practical. The section is nationally recognized in the development and implementation of innovative approaches including bioengineering, natural channel design, and stormwater treatment. The section also serves an active role in the development and implementation of the City's Land Development Code and Criteria related to the erosion and water quality service missions. The SRSWT Section is comprised of a team of engineers, engineering associates and landscape architects that manage both in-house and Capital Improvement Program (CIP) projects. Annual CIP budgets for engineering and construction services approximate $5 million. The section requires professional engineering services to assist in the execution CIP projects, development of code/criteria updates and special studies related to stream restoration and stormwater

treatment. Typical project assignments for professional services will range in cost from approximately $100,000 to $500,000.

Specific Project Team Preferred Experience/Qualifications includes:

- Planning, design, bid and construction phase services for implementation of Stream Restoration and Stormwater Treatment projects.
- Geomorphically referenced natural channel design, bioengineering, bank stabilization, stream habitat structures.
- Performing geomorphic assessments and modeling analysis of erosion processes.
- Developing City Land Development Code, Drainage and Environmental Criteria related to open channel design, channel stabilization and stormwater treatment.
- Hydraulic engineering that includes sediment transport, equilibrium channel design (threshold and alluvial), empirical channel stability methods and floodplain impact analysis.
- Designs that use Central Texas native materials to provide channel stability, habitat and stormwater treatment.
- Analyzing relationships between hydrologic, hydraulic, geomorphic and biotic indicators to guide watershed management activities.
- Stormwater design that includes sedimentation/filtration, retention-irrigation, wet ponds, infiltration, extended detention, swales, rain gardens, biofiltration and manufactured treatment devices for use in urban retrofits.
- Use of stochastic, empirical and continuous simulation models for evaluation of SCM performance and effects on receiving water quality and channel erosion (e.g. SWMM, SWAT, WASP).
- Water balance modeling that explicitly accounts for evapotranspiration, infiltration, and depression storage.
- Unit process-based stormwater treatment design and analysis.
- Experience in groundwater movement in karst and porous media aquifers.
- Assessing operation and maintenance (O&M) needs and developing specific O&M plans for stream restoration and stormwater treatment projects.
- Complying with federal, state and local regulations relating to stream restoration and stormwater control measure implementation (e.g. U.S. Army Corps of Engineers, Federal Emergency Management Agency, Texas Commission on Environmental Quality, Texas Parks and Wildlife and City of Austin)

ANTICIPATED SERVICES:

The City anticipates conducting the projects in phases as described below. For small projects, the planning and design phase may be combined. Other projects may have been identified in master planning work or identified through other planning efforts and the consultant's Phase I work may consist of updating project scopes and cost estimates. Some Phase I assignments may only consist of assessments, studies or planning efforts or involve less than the full scope

of services for a phase as described below. The final scope of services for the project assignments will be developed with the selected firms.

Phase I: Preliminary Engineering Studies

The selected firms shall review available data and planning studies on which the project need was established. In addition, the selected firms shall determine and recommend additional data collection necessary to prepare the Preliminary Engineering Report. Data generation, collection, or review requirements may include but will not necessarily be limited to: topographic surveying, geomorphic assessments, soils investigations, geotechnical investigations, hydrologic computer models, hydraulic computer models, storm system computer models, sediment transport models, water quality models, conceptual plans, cost estimates, easement acquisition investigations, environmental considerations, site constraints, safety, alternative construction materials and methods, government-agency permitting requirements, construction costs of the alternatives, and other necessary or related considerations as may be determined during the scope of services refinement. The selected firm shall prepare and submit a Phase I report documenting their evaluations, studies, cost estimates, and recommendations.

Also included in this phase are special studies and assessments that advise the City on regulations related to stormwater quality and channel erosion. This may include performing geomorphic field assessments and hydrologic modeling to determine performance of stormwater control measures. Assistance in development of modifications to City code and criteria may be requested based on the results of these studies.

Phase II: Design Phase

The selected firms shall, upon specific written authorization, conduct or otherwise acquire the necessary field surveys, soils, and peripheral investigations for final design. The selected firms shall prepare final detailed plans, specifications (utilizing Citystandards), contract documents and cost estimates for the construction of project improvements as approved by the Cityat the conclusion of Phase I. The selected firms shall furnish field and surveying services as may be appropriate for the execution of the design and assist the City in applying for and obtaining agency approvals and permits necessary for the construction of the project. As part of the design process the selected firms shall assess operation and maintenance (O&M) needs and develop specific O&M plans for the projects. Engineering design reports and design products shall include a statement from the consultant project officer that the report and associated deliverables have received a quality assurance/quality control review and a description of the QA/QC process.

Phase III: Bid Phase

The selected firm shall also assist the City in advertising the project and developing construction contract(s). This includes coordinating the City's project manager by attending pre-bid conferences, answering questions to bidders and issuing addendum.

Phase IV: Construction Phase

Project construction phase professional services or portions thereof may be provided by the selected firms. The City reserves the option to provide construction phase professional and site-observation services for all or portions of the projects. However, if authorized, the selected firm shall furnish construction phase services. These services are those generally associated with the construction phase and, might include, but not necessarily be limited to all or some of the following: periodic visits to the job site to generally review the progress and character of the work being performed, review period payment estimates of the contractor for complete work, review and approve shop drawings, product submittals, and/or construction surveys, prepare necessary change orders, interpret the plans, specifications, and other contract documents as required, project reviews with the contractor and the City, assistance to the City in negotiating change orders with the contractor, preparation of as-built drawings of the completed facilities (in electronic format with a "hard" copy) , and other necessary and related services associated with the engineer's design as applied to the construction processes. The professional engineering firms may also, upon specific written authorization, provide on-site observation by experienced personnel and soils and material testing.

PROPOSED PROJECT SCHEDULE:

The City anticipates contracting with up to three (3) firms for a period of approximately five (5) years or until the contracting authority is exhausted. Initial project assignments will be based on highest to lowest, maximum cumulative contracted amount in comparison to the estimated budget; firm's qualifications and availability of expertise at time of the project need. The City may, however, select a firm that is felt to be the most qualified for a specific project or most able to meet a project's schedule objectives. Project-specific schedules will be agreed upon at the time professional services are defined.

COST ESTIMATE:

The total contracting authority for this rotation list is $6,000,000. It is anticipated that up to three (3) firms will be selected for this rotation list with a per firm authorization of $2,000,000.

Compensation for individual project assignments will vary depending upon the scope of services required. Funding will come from the individual projects for which the services are provided. The City anticipates developing and executing a professional services agreement with each selected firm.

MAJOR AND OTHER SCOPES OF WORK:

Below is a list of the major scopes of work that 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 has identified Other Scopes of work that MAY materialize during the course of the project. The City does 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**

Civil Engineering
Environmental Engineering
Environmental Consulting (including Sustainability)
Landscape Architecture
Geotechnical – Soils
Structural Engineering
Surveying Services

Other Scopes of Work

Land Development and Planning/Engineering
Geographic Information Systems (GIS)

Notes:

- Construction Inspection and Public Information and Communications are **NOT** a subconsultant opportunity. These services will be performed in-house or under a separate contract, if needed, and will be determined when project assignment is made.

- Participation at the prime or subconsultant level may create a conflict of interest and thus necessitate exclusion from any contracts resulting from the work performed in the design phase.

- If the City determines that a conflict of interest exists at the prime or subconsultant level, the City reserves the right to replace/remove the prime or instruct the prime consultant to remove the subconsultant with the conflict of interest and to instruct the prime consultant to seek a post-award change to the prime consultant's compliance plan as described in City Code § 2-9B-23. Such substitutions will be dealt with on a case-by-case basis and will be considered for approval by Small and Minority Business Resources (SMBR) in the usual

course of business. The City's decision to remove a prime or subconsultant because of a conflict of interest shall be final.

- A consultant performance evaluation will be performed on all professional services contracts. This evaluation will be conducted at the end of each Preliminary, Design and Construction phase, or at assignment completion for those projects with no distinct phases (i.e., surveying, SUE services, etc.).
- For Subproject assignments that include construction activities performed by the CONSULTANT or Subconsultants, workers shall be paid not less than the prevailing wage rates, as referenced in Section 00830. Link: http://www.austintexas.gov/page/bid-docs

EVALUATION CRITERIA

ROTATION LIST SOLICITATIONS

Solicitation Number: CLMP173

Project Name: 2015 Stream Restoration & Stormwater Treatment Eng Svcs RL

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 Owner 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 Owner's on-line Vendor Registration system. Log on to the link below and follow the directions:
https://www.ci.austin.tx.us/financeonline/vendor_connection/index.cfm

NOTES: 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

Firms and individuals who are proposed as staff on this RFQ, must adhere to the requirements of Subchapter A of the Texas Architecture Practice Act regarding the use of the term "Architect". The full text of the Texas Architecture Practice Act may be found at:
http://www.statutes.legis.state.tx.us/Docs/OC/word/OC.1051.doc

<u>CONSIDERATION ITEM 1</u>
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.**

<u>CONSIDERATION ITEM 2</u>
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.

<u>CONSIDERATION ITEM 3</u>
TEAM'S STRUCTURE
10 Points Maximum

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

proposed to work on this project.

The team structure should include discipline experts required for the assessment, planning, design, bid-phase, construction administration and post-construction operation & maintenance of stream restoration and stormwater treatment projects. The team should include but may not be limited to professional staff of competent civil and/or environmental engineers, project managers, scientists, landscape architects, engineering technicians, GIS analysts and surveyors. Areas of expertise include hydrology, hydraulics, fluvial geomorphology/stream restoration/bioengineering, channel stability/sediment transport, water chemistry/stormwater treatment, aquatic biology, riparian restoration, hydrogeology, geotechnincal design, structural design, environmental assessments, floodplain surveying and graphic design.

- **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.**

<u>CONSIDERATION ITEM 4</u>
EXPERIENCE OF PROJECT MANAGER AND PROJECT PRINCIPAL (past 10 Years)
25 Points Maximum

(Project Manager – 18 points; Project Principal – 7 points)
City is interested in the experience of the Project Manager 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. Project Manager and Project Principal must be employed by the prime firm and may be the same individual. Project Manager must be licensed as a professional engineer in the State of Texas at the time of submittal.

Projects that demonstrate expertise and experience in stream restoration and stormwater treatment should be provided.

List five (5) projects meeting these criteria which have been completed in the past ten (5) years for each individual.

- **Complete Form 7 - Experience of Project Manager. 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.

CONSIDERATION ITEM 5
PRIME FIRM'S COMPARABLE PROJECT EXPERIENCE (past 5 years)
25 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 five (5) projects meeting these criteria which have been completed in the past five years. In addition, City may consider history of firm in complying with project programs, schedules, and budgets on previous City projects.

Projects that demonstrate expertise and experience in stream restoration and stormwater treatment should be provided.

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

CONSIDERATION ITEM 6
MAJOR SCOPES OF WORK - COMPARABLE PROJECT EXPERIENCE (past 5 years)
20 points maximum

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 five (5) projects per Major Scope of Work meeting these criteria which have been completed in the past five years. In addition, City may consider history of firms in complying with project programs, 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.

Projects that demonstrate expertise and experience in stream restoration and stormwater treatment should be provided.

- 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
10 Points Maximum

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

- City of Austin site development and/or building permit requirements.
- Austin area construction in the public right-of-way.
- Austin area construction costs and practices.
- Austin environmental community, conditions and constraints.
- Public awareness and involvement in project development in the Austin area.
- Responsiveness due to proximity of projects to local office.

- **Provide a brief narrative of no more than four (4) pages.**

<u>CONSIDERATION ITEM 8</u>
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 <=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 engineering firms in the data base with previous City projects.

<u>CONSIDERATION ITEM 9</u>
INTERVIEWS – N/A

Interviews will not be conducted for this solicitation.

CITY OF AUSTIN

CITY CODE CHAPTER 2-9B
PROFESSIONAL SERVICES
ROTATION LIST
MBE/WBE PROCUREMENT PROGRAM

Project Name: 2015 Stream Restoration & Stormwater Treatment Eng Svc RL

Project/Solicitation Number: RFQS 6100 CLMP173

Date: 12/03/2014

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MBE/WBE GOALS

Annual/Project Participation Goals:				Annual/Project Participation Subgoals:		
MBE		%		African American	1.90	%
WBE		%	**OR**	Hispanic	9.00	%
				Asian/Native American	4.90	%
				WBE	15.80	%

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. The City Code and Rules are amended from time to time and the Proposer is responsible for ensuring they have the most up to date version. The City Code and Rules are incorporated into this document by reference. Copies of Chapter 2-9B and SMBR Rules may be obtained online at http://www.austintexas.gov/department/small-and-minority-business/about 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 subconsultanting opportunities to certified MBEs and WBEs by soliciting such Firms for subconsulting 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 SMBRComplianceDocuments@austintexas.gov. Such contact will not be a violation of the Anti-Lobbying Ordinance.

The City has implemented Anti-Lobbying Ordinance (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 City Code 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. ***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 list of proposed subconsulants the Proposer intends to utilize for potential scopes of work which may be awarded, as further described in this solicitation. Proposers shall sign the Statement of Responsibility. **Failure to sign in this section shall result in rejection of the Compliance Plan and the Proposer found non-responsive.** Although the specific participation percentages cannot be determined at this time, the Proposer understands and agrees to meet the solicitation goals utilizing the firms listed on the Compliance Plan as projects materialize. If the Proposer indicates that they do not anticipate meeting the goals with certified MBE/WBE firms, then the Proposer shall submit documentation detailing their Good Faith Efforts to meet the established MBE/WBE goals. The Compliance Plan will be reviewed and approved by the Small and Minority Business Resources Department.

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 that will be used in the performance of this contract if selected. Do not include the value of work that the MBE/WBEs subconsultants will be subcontracting to second-level subconsultants.

If additional scopes of work are identified in this section as available for subconsulting 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.

By listing certified MBE and WBE Firms on the *Compliance Plan,* the Proposer indicates that both parties acknowledge they have reviewed and understand the potential scope of work and that the Firms are prepared to contract for that 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 to be 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 <u>shall not</u> 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 consultant 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.

The scopes of work indicated in Section V will be considered subconsultanting 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 and ***submit documentation for the stated reason if applicable.*** If Proposer did meet the project goals, please indicate "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 subconsultants 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.

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 subconsutant work may not be counted toward the goals based on the initial subconsultant's MBE/WBE certification. The value of the second-level

subconsultant 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 subconsults 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 listed in the *Vendors Within the SLBP Area* section. Please note that every firm on the Availability List – outside the SLBP – is City-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 not identified in the solicitation, the Proposer must request from SMBR an Availability List for that scope of work and contact all firms, if any, on such list. 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 or availability of any Firm, nor does the City guarantee 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 subconsulting opportunities. If a Proposer identifies one or more work areas that are appropriate subconsulting opportunities that not included on the availability list, the Proposer shall contact SMBR to request the availability list for 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, the Proposer shall notify the authorized contact person of the concern immediately and prior to submission of the response to the solicitation. 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 SMBRComplianceDocuments@austintexas.gov. 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

<u>Good Faith Efforts Review</u>

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 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 subconsulting; 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 consultants' or groups in the applicable field for the type of work described in this solicitation; 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 consultant.

(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 Consultant).
- 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 subconsulting and must be approved by the SMBR Director prior to adding, deleting, changing or substituting any subconsultant .

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 *Subconsultant/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 subconsultant and is **within** the existing scope being performed by that subconsultant.

- **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 consultant'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.

Appendix A

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	2015 Stream Restoration & Stormwater Treatment Eng Svc RL
Solicitation Number	RFQS 6100 CLMP173

Project Goals or Subgoals	
MBE	
African American	1.90
Hispanic	9.00
Native/Asian American	4.90
WBE	15.80

Section II — Prime Company Information

Name of Company	
Address	
City, State Zip	
Phone	
Fax	
Name of Contact Person	
Is prime company City certified?	Yes ☐ No ☐ MBE ☐ WBE ☐ MBE/WBE Joint Venture ☐

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

_____

Name and Title of Authorized Representative

_____ _____

Signature **Date**

For SMBR Use Only:

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

Reviewing Counselor _____ Date _____

Director/Assistant Director _____ Date _____

Section III — *Compliance Plan* Summary

STATEMENT OF RESPONSIBILITY

Initial one of the following Statement of Responsibility options below as applicable.

A. Goals Met

____ I understand that I am responding to a Professional Services Rotation List Request for Qualification (RFQ). I understand and represent I have filled out this Compliance Plan in accordance with applicable City Code and Program Rule requirements, and must comply with the MBE/WBE Program in order to be considered for selection for this solicitation. If chosen for this Solicitation, compliance with the City's MBE/WBE Procurement Program ordinances and rules is required. I agree to meet the solicitation goals specified in the chart below utilizing the firms listed on the Compliance Plan as scopes of work are assigned.

Subgoals: Proposed Participation	
African American	
Hispanic	
Native/Asian American	
MBE	
WBE	

B. Good Faith Efforts

____ I understand that I am responding to a Professional Services Rotation List Request for Qualification (RFQ). I do not anticipate meeting the goals with certified MBE/WBE firms, therefore I am submitting Good Faith Efforts documentation demonstrating my efforts to meet the established MBE/WBE goals. I understand and represent I have filled out this Compliance Plan in accordance with applicable City Code and Program Rule requirements, and must comply with the MBE/WBE Program in order to be considered for selection for this solicitation. If chosen for this Solicitation, compliance with the City's MBE/WBE Procurement Program ordinances and rules is required. I understand that as scopes of work are assigned I will have to continue to comply with Good Faith Efforts and/or if I identify additional scopes of work or subconsulting opportunities.

This signed Statement of Responsibility is my commitment to the requirements of the MBE/WBE Procurement Program which are a part of my contract with the City of Austin.

Name and Title of Authorized Representative (Print or Type)_____

Signature _____ Date _____

Appendix A

Section IV — Disclosure of MBE and WBE Participation

Duplicate As Needed

Note:

- **Fill in all the blanks.**
- **Compliance plans not complying with these requirements shall be rejected as non-responsive.**
- **Do not list the percentages for subconsultant participation.**
- **Fill in names of MBE/WBE Certified Firms as registered with the City of Austin.**
- **Contact SMBR to request an availability list of certified Firms for additional scopes of work that were not included on the original availability list.**

Name of MBE/WBE Certified Firm	
City of Austin Certified	MBE ☐ WBE ☐ Ethnic/Gender Code:
Vendor Code	
Address/ City / State / Zip	
Contact Person	Phone #:
Commodity codes/describe services	

Name of MBE/WBE Certified Firm	
City of Austin Certified	MBE ☐ WBE ☐ Ethnic/Gender Code:
Vendor Code	
Address/ City / State / Zip	
Contact Person	Phone #:
Commodity codes/describe services	

Name of MBE/WBE Certified Firm	
City of Austin Certified	MBE ☐ WBE ☐ Ethnic/Gender Code:
Vendor Code	
Address/ City / State / Zip	
Contact Person	Phone #:
Commodity codes/describe services	

Name of MBE/WBE Certified Firm	
City of Austin Certified	MBE ☐ WBE ☐ Ethnic/Gender Code:
Vendor Code	
Address/ City / State / Zip	
Contact Person	Phone #:
Commodity codes/describe services	

Appendix A

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

Note:

- **Fill in all the blanks.**
- **Compliance plans not complying with these requirements shall be rejected as non-responsive.**
- **Fill in names of Non-Certified Subconsultants as registered with the City of Austin.**

Are Goals Met? ___Yes ___No (If no, state reason(s) and attach documentation)

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

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

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

Subconsultant	
Vendor Code	
Address/ City / State / Zip	
Contact Person	Phone #:
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.**
-
- **Compliance plans not complying with these requirements shall be rejected as non-responsive.**
- **Fill in names of Second-Level Subconsultants as registered with the City of Austin.**

Second-Level Subconsultant	
City of Austin Certified?	No ☐ MBE ☐ WBE ☐ Ethnic/Gender Code:
Vendor Code	
Address/ City / State / Zip	
Contact Person	Phone #:
Commodity codes/describe services	
First-Level Subconsultant	

Second-Level Subconsultant	
City of Austin Certified?	No ☐ MBE ☐ WBE ☐ Ethnic/Gender Code:
Vendor Code	
Address/ City / State / Zip	
Contact Person	Phone #:
Commodity codes/describe services	
First-Level Subconsultant	

Second-Level Subconsultant	
City of Austin Certified?	No ☐ MBE ☐ WBE ☐ Ethnic/Gender Code:
Vendor Code	
Address/ City / State / Zip	
Contact Person	Phone #:
Commodity codes/describe services	
First-Level Subconsultant	

Second-Level Subconsultant	
City of Austin Certified?	No ☐ MBE ☐ WBE ☐ Ethnic/Gender Code:
Vendor Code	
Address/ City / State / Zip	
Contact Person	Phone #:
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 Section VIII 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 VIII — 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).

Appendix B

LETTER TO POTENTIAL SUBCONSULTANTS

_____ is soliciting Minority and Women-Owned Business Enterprise participation for the following City of Austin project. Solicitation documents are available at our office or at One Texas Center, 505 Barton Springs Road, 10th Floor, Suite 1045.

Name of Project: _____

Project/Solicitation Number: _____

Location of Pre-Proposal Conference (if any): _____

Response Due Date and Time: _____

This Project Includes the Following Scopes of Work:

Contact our office for detailed information on the scopes of services to be subcontracted and the relevant terms and conditions of the contract.

Please contact: _____ at _____ or _____
(Name) (Telephone) (Fax)

All Responses MUST be received by: _____

Appendix C

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 Subconsultant name here) is pleased to provide (insert Prime Consultant name here) (insert service here) for the above-referenced project. This confirmation letter is for a rotation list professional service solicitation. I understand that the scope(s) of work in the described solicitation is based on assignments from the City and may or may not result in actual work to my firm.

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 CLMP173 2015 Stream Restoration & Stormwater Treatment Eng Svc RL
Version No.: 1 **Phase: 1**

Vendors Within the SLBP Area

90656 Landscape Architecture

C Code & Description	Vend Code/Adr	Phone/Fax/Email	W/MB Code	G/E	LCTN
	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
	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

Solicitation No.: RFQS 6100 CLMP173 2015 Stream Restoration & Stormwater Treatment Eng Svc RL
Version No.: 1 **Phase: 1**

C Code & Description	Vend Code/Adr	Phone/Fax/Email	W/MB Code	G/E	LCTN
	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
	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/Caucasian	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
91843 Environmental Consulting (INCL. SUSTAINABLILITY)					
	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

City of Austin
Subcontract Vendor List - VCRCVS

Solicitation No.: RFQS 6100 CLMP173 2015 Stream Restoration & Stormwater Treatment Eng Svc RL
Version No.: 1 **Phase: 1**

C Code & Description	Vend Code/Adr	Phone/Fax/Email	W/MB Code	G/E	LCTN
	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@casengineers.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
	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

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	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@coxmclain.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 dianebhyatt@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 tjenn@ecosouth.com	MWDB	F/Hispanic	SL
	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
	FUT8315966 FUTURE LINK TECHNOLOGIES INC 5184 Hwy 290 W Ste A Austin Tx 78735	512-443-4100 501-301-9383 LHERTZLER@FUTURE-LINK.BIZ	WDB	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

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	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
	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

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	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
	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 Swelfling 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

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	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
9203320 GEOGRAPHIC INFORMATION SYSTEMS (GIS)					
	VS0000013860 CADD STUDIO, INC. 206 W. Main Street Round Rock Tx 78664	512-246-1855 512-246-1856 bfrye@caddstudioinc.com	MWDB	F/Hispanic	SL
	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
	FUT8315966 FUTURE LINK TECHNOLOGIES INC 5184 Hwy 290 W Ste A Austin Tx 78735	512-443-4100 501-301-9383 LHERTZLER@FUTURE-LINK.BIZ	WDB	F/Caucasian	AU
	DIV8319156 SALLIE BURCHETT 2003 La Casa Dr Austin Tx 78704-4720	512-473-2527 INFO@DIVAIMAGING.COM	WDB	F/Caucasian	AU
	V00000900797 Sabine River Partners, LLC 4521 Red River St Austin Tx 78751	512-779-8593 5127798593 holandy@sbcglobal.net	WDB	F/Caucasian	AU
	TEL7160595 TELECOM AMERICA SVCS INC 2019 Clovis Barker Dr San Marcos Tx 78666-9792	512-754-9150 512-754-9157	WB	F/Caucasian	SL
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	5126091507 5126108903 dave.lubitz@aguirre-fields.com	MDB	M/Hispanic	AU

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	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
	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@casengineers.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

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	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
	V00000905281 Corsair Consulting LLC 9442 Capital Of Texas Hwy N Plaza One, Suite 500 Austin Tx 78759	512-342-8877 clintharris@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 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@civilitude.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

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	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
	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

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	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
	V00000906667 KB PIKE ENGINEERING LLC 105 W Riverside Drive Suite 110 Austin Tx 78704	512-794-6787 jennifer@kbpike.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
	VS0000037698 PROFESSIONAL STRUCIVIL ENGINEERS INC 12710 Research Blvd. Suite 390 Austin Tx 78759	512-238-6422 psce@psceinc.com	MDB	M/Asian	AU

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	PRO8301100 PROVIDENCE ENVIRONMENTAL CONSULTING INC 112 Las Colinas Dr Georgetown Tx 78628-1019	512-863-3492 512-869-0576 providenceenvironmental@suddenlink.net	WDB	F/Caucasian	SL
	VS0000004650 RGT Engineering, Inc. 1000 Heritage Center Circle Round Rock Tx 78664	512-689-2341 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

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	VS0000030160 Seiler/Lankes Group Po Box 2186 Round Rock Tx 78680	512-785-8564 glankes@slg-eng.com	MDB	M/Hispanic	SL
	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
	VS0000022046 THOMPSON-HAMILTON ENGINEERING LLC 283 Catalina Lane Austin Tx 78737	512-791-11175 512-350-2641 admin@atlasdgn.com	MDB	M/Hispanic	SL
	TRA8311787 TRANSTEC GROUP INC 6111 Balcones Dr Austin Tx 78731-	512-451-6233 512-451-6234 DAN@THETRANSTECGROUP.COM	MDB	M/Hispanic	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
92535 Environmental 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

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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
	CAS7170685 CAS CONSULTING & SVCS INC 7908 Cameron Rd Austin Tx 78754	512-836-2388 512-836-4515 channys@casengineers.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
	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
	DIA8312233 DIANE HYATT & ASSOCIATES 400 N Lowell Ln Austin Tx 78733-4207	5124135299 5123069954 dianebhyatt@gmail.com	WDB	F/Caucasian	AU
	GLE7011195 GLENROSE ENGINEERING INC Po Box 1948 Austin Tx 78767-1948	512-326-8880 LAUREN@GLENROSE.COM	WDB	F/Caucasian	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
	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

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C Code & Description	Vend Code/Adr	Phone/Fax/Email	W/MB Code	G/E	LCTN
	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
	VS0000004650 RGT Engineering, Inc. 1000 Heritage Center Circle Round Rock Tx 78664	512-689-2341 512-382-6851 rgonzalez@rgtengineering.com	MDB	M/Hispanic	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
	VC0000103065 SUSAN ROTH CONSULTING LLC 4111 Tablerock Dr Austin Tx 78731	512-796-6692 SUSAN@SROTHCONSULTING.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
	V00000908538 TOORAN KHOSH 3910 Galacia Dr Austin Tx 78759	512-461-5610 leavemail@yahoo.com	MWDB	F/Asian	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
	VS0000022768 Zander Engineering and Consulting, Inc. 12713 Belcara Place Austin Tx 78732	512-779-3459 martha@zander-ec.com	MWB	F/Hispanic	AU

92546 GEOTECHNICAL - SOILS

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C Code & Description	Vend Code/Adr	Phone/Fax/Email	W/MB Code	G/E	LCTN
	ARI8319669 ARIAS & ASSOCIATES INC 13581 Pond Springs Road Austin Tx 78729	5124285550 5124285525 eramirez@ariasinc.com	MDB	M/Hispanic	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
	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
	V00000911256 Rodriguez Engineering Laboratories LLC 13809 Turbine Drive Austin Tx 78728	512-251-4454 5122511380 rodriguezlab@aol.com	MDB	M/Hispanic	AU
92561 Land Development and Planning/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	5126091507 5126108903 dave.lubitz@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
	ASI8308112 ASIA TRADING INC 13401 Wyoming Valley Dr Austin Tx 78727-3427	512-251-3880 chango5@sbcglobal.net	MDB	F/Asian	AU
	AXI8316197 AXIOM ENGINEERS INC 13276 Research Blvd Ste 208 Austin Tx 78750	512-506-9335 512-506-9377 NCF@AXIOMTEXAS.COM	WDB	F/Caucasian	AU

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C Code & Description	Vend Code/Adr	Phone/Fax/Email	W/MB Code	G/E	LCTN
	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@casengineers.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
	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
	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
	VC0000102911 FAYEZ S KAZI 411 W Saint Elmo Rd Unit #1 Austin Tx 78745	512-761-6161 5127616167 fayez@civilitude.com	MDB	M/Asian	AU

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C Code & Description	Vend Code/Adr	Phone/Fax/Email	W/MB Code	G/E	LCTN
	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
	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
	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
	V00000906667 KB PIKE ENGINEERING LLC 105 W Riverside Drive Suite 110 Austin Tx 78704	512-794-6787 jennifer@kbpike.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
	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
	V00000917073 NICOLE FRANCOIS 1008 Sundance Ridge Dripping Springs Tx 78620	512-965-8887 nfranconsulting@gmail.com	WDB	F/Caucasian	SL
	VS0000004650 RGT Engineering, Inc. 1000 Heritage Center Circle Round Rock Tx 78664	512-689-2341 512-382-6851 rgonzalez@rgtengineering.com	MDB	M/Hispanic	SL

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C Code & Description	Vend Code/Adr	Phone/Fax/Email	W/MB Code	G/E	LCTN
	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
	STA8322362 STANSBERRY ENGINEERING CO. Po Box 309 Manchaca Tx 78652-0309	512-292-8000 512-292-7270 INFO@STANSBERRYENGINEERING.COM	WDB	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
	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
	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
	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

92588 Structural Engineering

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	AGU8313738 AGUIRRE & FIELDS LP 12708 Riata Vista Circle Ste A-109 Austin Tx 78727	5126091507 5126108903 dave.lubitz@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 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
	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

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C Code & Description	Vend Code/Adr	Phone/Fax/Email	W/MB Code	G/E	LCTN
	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
	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

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	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
96877 SURVEY (NOT AERIAL OR RESEARCH					
	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
	CHA7128190 CHAPARRAL PROFESSIONAL LAND SURVEYING INC 3500 Mccall Lane Austin Tx 78744	512-443-1724 512-389-0943 sharon@chapsurvey.com	WDB	F/Caucasian	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
	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
	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
	V00000923526 INLAND GEODETICS LLC 1504 Chisholm Trail Rd Ste 103 Round Rock Tx 78681	5122381200 5122381251 brenda@inland-geo.com	WDB	F/Caucasian	SL

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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
	WAT8308391 LANDESIGN SERVICES INC 1220 Mcneil Road, Suite 200 Round Rock Tx 78681	512-238-7901 512-238-7902 s.beavers@lndsgn.com	MWDB	F/Native American	SL
	LAN7050345 LANDMARK SURVEYING L P 2205 E. 5th Street Austin Tx 78702	512-328-7411 104 512-328-7413 dana@landmarksurveying.com	WDB	F/Caucasian	AU
	MAC2981000 MACIAS & ASSOCIATES LP 5410 S 1st St Austin Tx 78745-3040	512-442-7875 512-442-7876 gino.macias@macsurv.com	MDB	F/Hispanic	AU
	MCG3115750 MCGRAY & MCGRAY LAND SURVEYORS INC 3301 Hancock Dr Ste 6 Austin Tx 78731-5441	512-451-8591 512-451-8791 mcgray@mcgray.com	WDB	F/Caucasian	AU
	MAR3044500 MWM DESIGNGROUP INC 305 E Huntland Dr Ste 200 Austin Tx 78752	512-453-0767 512-453-1734 juliah@mwminc.com	WDB	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
	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
	V00000900746 Under Construction, Inc. 233 W. Anderson Lane, Suite B505 Austin Tx 78752	512-900-7956 5129007957 info@ucitexas.com	MDB	M/African American	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
	WAL8312258 WALKER TEXAS SURVEYORS INC Po Box 324 Cedar Park Tx 78630-0324	512-259-3361 walkertxsurvey@earthlink.net	WDB	F/Caucasian	SL

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	ZAM8305129 ZAMORA LLC 1435 S Loop 4 Buda Tx 78610	512-295-6201 26 512-295-6091 GRZAMORA@ZWA-TEXAS.COM	MDB	M/Hispanic	SL

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C Code & Description	Vend Code/Adr	Phone/Fax/Email	W/MB Code	G/E	LCTN
Vendors Outside the SLBP Area					
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	MDB	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
91843 Environmental Consulting (INCL. SUSTAINABLILITY)					
	ALA8313305 ALAMO ENVIRONMENTAL INC 12400 San Pedro Ave., Suite 200 San Antonio Tx 78216	210-404-1220 210-820-3636 jmelendez@alamo1.com	MB	M/Hispanic	TX
	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
	VS0000008262 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

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C Code & Description	Vend Code/Adr	Phone/Fax/Email	W/MB Code	G/E	LCTN
	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
	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
9203320 GEOGRAPHIC INFORMATION SYSTEMS (GIS)					
	V00000917428 TLC Engineering Inc. 8204 Westglen Drive Houston Tx 77063	713-868-6900 7138680001 tonycouncil@tlceng.com	MDB	M/African American	TX
	V00000909366 United Geo Technologies LLC 7715 Mainland, Suite 110 San Antonio Tx 78250	210-684-2147 2107645022 pingram@unitedgeotech.com	WDB	F/Caucasian	TX
92517 Civil Engineering					

City of Austin
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C Code & Description	Vend Code/Adr	Phone/Fax/Email	W/MB Code	G/E	LCTN
	AVI0530500 AVIATION ALLIANCE INC Po Box 799 Colleyville Tx 76034-0799	817-498-0388 817-281-1867 Shirley@AviationAllianceInc.com	WDB	F/Caucasian	TX
	VS0000032809 EBG Engineering, LLC. 10300 N Central Expy, Ste 160 Dallas Tx 75231	2143213861 2143612131 support@ebgeng.com	WDB	F/Caucasian	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. 5005 Greenville Ave Suite 100a 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
	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

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C Code & Description	Vend Code/Adr	Phone/Fax/Email	W/MB Code	G/E	LCTN
	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
	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/Caucasian	TX
	VS0000028307 Watearth, Inc. P.O. Box 10194 Houston Tx 77206-0194	832-444-0663 8005193774 jwalker@watearth.com	WB	F/Caucasian	TX

92535 Environmental Engineering

City of Austin
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C Code & Description	Vend Code/Adr	Phone/Fax/Email	W/MB Code	G/E	LCTN
	AVI0530500 AVIATION ALLIANCE INC Po Box 799 Colleyville Tx 76034-0799	817-498-0388 817-281-1867 Shirley@AviationAllianceInc.com	WDB	F/Caucasian	TX
	DOU7126025 DOUGHERTY SPRAGUE 3902 Industrial St Rowlett Tx 75088	972-412-8666 972-412-8660 cfranklin@dsei.com	WDB	F/Caucasian	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
	VS0000008262 Gainco, Inc. P.O. Box 309 Portland Tx 78374	361-643-4378	WB	F/Caucasian	TX
	V00000919268 JRB Engineering, LLC 7701 West Little York, Suite 600 Houston Tx 77040	713-996-9979 1404 7139969972 egarcia@jrbengineering.com	MDB	M/Hispanic	TX
	VS0000025710 LDP Consultants, Inc. 2115 Chantilly Ln Houston Tx 77018	832-489-9928 linda.pechacek@sbcglobal.net	WB	F/Caucasian	TX
	V00000904851 MS ENGINEERING, LLC. 208 Chattington Ct. San Antonio Tx 78213	210-885-9270 2103204191 msquire@msengnieeringus.com	MWDB	F/Asian	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
	V00000915700 Signature Automation, LLC Suite 205 Addison Tx 75001	469-619-1241 101 4696191242 hjhidalgo@sig-auto.com	MB	M/Hispanic	TX
	V00000917428 TLC Engineering Inc. 8204 Westglen Drive Houston Tx 77063	713-868-6900 7138680001 tonycouncil@tlceng.com	MDB	M/African American	TX

City of Austin
Subcontract Vendor List - VCRCVS

Solicitation No.: RFQS 6100 CLMP173 2015 Stream Restoration & Stormwater Treatment Eng Svc RL
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C Code & Description	Vend Code/Adr	Phone/Fax/Email	W/MB Code	G/E	LCTN
92546 GEOTECHNICAL - SOILS					
	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
	V00000919268 JRB Engineering, LLC 7701 West Little York, Suite 600 Houston Tx 77040	713-996-9979 1404 7139969972 egarcia@jrbengineering.com	MDB	M/Hispanic	TX
92561 Land Development and Planning/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
	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
	V00000911438 Lamb-Star Engineering, LP Suite 1000 Plano Tx 75093	214-440-3600 2144403601 john.lamb@lamb-star.com	MDB	M/Native American	TX
	V00000904851 MS ENGINEERING, LLC. 208 Chattington Ct. San Antonio Tx 78213	210-885-9270 2103204191 msquire@msengnieeringus.com	MWDB	F/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
	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

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Version No.: 1 **Phase: 1**

C Code & Description	Vend Code/Adr	Phone/Fax/Email	W/MB Code	G/E	LCTN
	VS0000032809 EBG Engineering, LLC. 10300 N Central Expy, Ste 160 Dallas Tx 75231	2143213861 2143612131 support@ebgeng.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
	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
	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
96877 SURVEY (NOT AERIAL OR RESEARCH					
	VS0000032809 EBG Engineering, LLC. 10300 N Central Expy, Ste 160 Dallas Tx 75231	2143213861 2143612131 support@ebgeng.com	WDB	F/Caucasian	TX
	KUN7086405 KUNA ENTERPRISES INC 1610 Lakeshore Dr Abilene Tx 79602	325-672-3171 NICKKK@SBCGLOBAL.NET	MDB	M/Asian	TX

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C Code & Description	Vend Code/Adr	Phone/Fax/Email	W/MB Code	G/E	LCTN
	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
	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

Total in SLBP: 243
Total Outside SLBP: 76

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

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

Alamo Environmental Inc
12400 San Pedro Ave., Suite 200
San Antonio, Tx 78216

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

Andrew A Rodriguez
8137 Osborne Dr
Austin, Tx 78729-8074

Arias & Associates Inc
13581 Pond Springs Road
Austin, Tx 78729

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

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

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

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

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

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

Betty Rogers
6810 Miranda Dr
Austin, Tx 78752-3118

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

Bowman Engineering & Consulting Inc
902 Rio Grande
Austin, Tx 78701

Cadd Studio, Inc.
206 W. Main Street
Round Rock, Tx 78664

Carolyn Kelley
2905 Oak Crest Ave
Austin, Tx 78704

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

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

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

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

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

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

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

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

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

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

Dougherty Sprague
3902 Industrial St
Rowlett, Tx 75088

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

Ebg Engineering, Llc.
10300 N Central Expy, Ste 160
Dallas, Tx 75231

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

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

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

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

Future Link Technologies Inc
5184 Hwy 290 W Ste A
Austin, Tx 78735

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

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.
5005 Greenville Ave Suite 100a
Dallas, Tx 75206

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

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

Inland Geodetics Llc
1504 Chisholm Trail Rd Ste 103
Round Rock, Tx 78681

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

Jrb Engineering, Llc
7701 West Little York, Suite 600
Houston, Tx 77040

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

Kuna Enterprises Inc
1610 Lakeshore Dr
Abilene, Tx 79602

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

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

Landesign Services Inc
1220 Mcneil Road, Suite 200
Round Rock, Tx 78681

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

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

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

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

Lynda Coker
4565 Fm 466
Seguin, Tx 78155

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

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

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

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

Ms Engineering, Llc.
208 Chattington Ct.
San Antonio, Tx 78213

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

Nicole Francois
1008 Sundance Ridge
Dripping Springs, Tx 78620

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

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

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

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

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

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

Rodriguez Engineering Laboratories Llc
13809 Turbine Drive
Austin, Tx 78728

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

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 Balcones Llc
702 San Antonio Street
Austin, Tx 78701

Sunland Group Inc
1033 La Posada Drive
Suite 370
Austin, Tx 78752

Susan Roth Consulting Llc
4111 Tablerock Dr
Austin, Tx 78731

Sabine River Partners, Llc
4521 Red River St
Austin, Tx 78751

Seiler/Lankes Group
Po Box 2186
Round Rock, Tx 78680

Signature Automation, Llc
14679 Midway Road
Suite 205
Addison, Tx 75001

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

Telecom America Svcs Inc
2019 Clovis Barker Dr
San Marcos, Tx 78666-9792

Terra Ecoservices Llc
11006 Swelfling Terrace
Austin, Tx 78737

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

The Mcdonald Consulting Group Inc
3317 Lookout Lane
Austin, Tx 78746

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

Thompson-Hamilton Engineering Llc
283 Catalina Lane
Austin, Tx 78737

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-

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 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

Under Construction, Inc.
233 W. Anderson Lane, Suite B505
Austin, Tx 78752

United Geo Technologies Llc
7715 Mainland, Suite 110
San Antonio, Tx 78250

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

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

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

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

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

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

Zamora Llc
1435 S Loop 4
Buda, Tx 78610

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: CLMP173

Project Name: 2015 Stream Restoration & Stormwater Treatment Eng Svcs RL

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:	

If submitting as a joint venture, the following information is required for each joint venture firm.

Firm Name	
Participating Firms Percentage of Control:	
Number of Years in Business:	
Organization Type:	
Date of Organization (MM/YYYY):	
Date of Predecessor Organization:	

Add Additional Joint Venture Firm

Office Personnel
List of Principals and Titles:

Name of Principal	
Title	

Add Additional Principals	
Personnel Other Than Principals	
Total number of employees in firm	
Number of registered environmental engineers	
Number of registered civil engineers	
Number of other registered engineers	
Number of other professionals	
Number of Support Personnel	

Insurance Information		
Worker's Compensation and Employers' Liability Insurance		
☐ Yes	☐ No	
Commercial General Liability Insurance		
☐ Yes	☐ No	If "yes", please state limits.
Business Automobile Liability Insurance		
☐ Yes	☐ No	If "yes", please state limits.
Professional Liability Insurance		
☐ Yes	☐ No	If "yes", please state limits.

SUBCONSULTANT INFORMATION

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

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

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.

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: CLMP173

Project Name: 2015 Stream Restoration & Stormwater Treatment Eng Svcs RL

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__.

_____ My Commission Expires _____

Notary Public

END

FORM 3
PRIME FIRM'S EEO PROGRAM AND TITLE VI ASSURANCES

Solicitation Number: CLMP173

Project Name: 2015 Stream Restoration & Stormwater Treatment Eng Svcs RL

City of Austin, Texas
Human Rights Commission

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

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

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

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

(1) Not to engage in any discriminatory employment practice defined in this chapter.

(2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

(3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.

(4) To state in all solicitations or advertisements for employees placed by or on behalf of Consultant, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.

(5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Consultants in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.

(6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.

(7) To require compliance with provisions of this chapter by all subconsultants having fifteen or more employees who hold any subcontract providing for expenditure of $2,000.00 or more in connection with any Agreement with OWNER subject to the terms of this chapter.

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

City of Austin

Minimum Standard Nondiscrimination in Employment Policy

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

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

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

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

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

Sanctions:

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

Term:

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

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

Dated this _____ day of _____, _____.

CONSULTANT _____

Authorized Signature _____

Title _____

END

APPENDIX A

OF THE TITLE VI ASSURANCES

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

1. Compliance with Regulations: The contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contract for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its book, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

   (a) withholding of payments to the contractor under the contract until the contractor complies, and or (b) cancellation, termination or suspension of the contract, in whole or in part.

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

   interests of the United States.

   (DOT 1050.2, 08/24/71)

Signature:

Printed Name: _____

Title: _____

Company: _____

Date: _____

END

FORM 4
AFFIDAVIT OF NON-COLLUSION, NON-CONFLICT OF INTEREST AND ANTI-LOBBYING

Solicitation Number: CLMP173

Project Name: 2015 Stream Restoration & Stormwater Treatment Eng Svcs RL

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

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

4. **Present Knowledge.** Respondent is not presently aware of any potential or actual conflicts of interest regarding this solicitation, which either enabled Respondent to obtain an advantage over other Respondents or would prevent Respondent from advancing the best interests of OWNER in the course of the performance of the Contract.

5. **City Code.** As provided in Sections 2-7-61 through 2-7-65 of the City Code, no individual with a substantial interest in Respondent is a City official or employee or is related to any City official or employee within the first or second degree of consanguinity or affinity.

6. **Chapter 176 Conflict of Interest Disclosure.** In accordance with Chapter 176 of the Texas Local Government Code, the Respondent:

   a. does not have an employment or other business relationship with any local government officer of OWNER or a family member of that officer that results in the officer of family member receiving taxable income;

   b. has not given a local government officer of OWNER one or more gifts, other than gifts of food lodging transportation or entertainment accepted as a guest, that have an aggregate value of more than $250 in the twelve month period preceding the date the officer becomes aware of the execution of the Contract or that OWNER is considering doing business with the Respondent.

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

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

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

Signature_____ Date:

Printed Name:

Title:

Firm/Entity:

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

_____ My Commission Expires _____

Notary Public

RESPONDENT'S EXPLANATION:

_____

_____

_____

_____

Include the entire Affidavit, Pages 1 – 3.

END

FORM 5
AFFIDAVIT OF AVAILABILITY
Solicitation Number: CLMP173
Project Name: 2015 Stream Restoration & Stormwater Treatment Eng Svcs RL

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:CLMP173

Project Name: 2015 Stream Restoration & Stormwater Treatment Eng Svcs RL

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 June 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 [redacted] day of _____, 20[redacted].

_____ My Commission Expires _____

Notary Public

END

FORM 7
EXPERIENCE OF PROJECT MANAGER

Solicitation Number: CLMP173
Project Name: 2015 Stream Restoration & Stormwater Treatment Eng Svcs RL

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 9
EXPERIENCE OF PROJECT PRINCIPAL

Solicitation Number:CLMP173
Project Name: 2015 Stream Restoration & Stormwater Treatment Eng Svcs RL

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: CLMP173
Project Name: 2015 Stream Restoration & Stormwater Treatment Eng Svcs RL

Firm Name:

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

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

FORM 11
MAJOR SCOPES OF WORK - COMPARABLE PROJECT EXPERIENCE

Solicitation Number: CLMP173

Project Name: 2015 Stream Restoration & Stormwater Treatment Eng Svcs RL

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: < (insert name of Rotation List)> Services Rotation List: Various Projects assigned by the OWNER in subsequent written authorizations as defined in Section 6 of the General Conditions of the Agreement.

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 OWNER has the need, on an as-designated and requested basis, for professional services in connection with design and construction services on capital improvement projects, and other projects to be subsequently assigned, individually referred to as the PROJECT.

The OWNER anticipates identifying projects involving <(insert scope of services)>, and consultation on any project to be performed by experienced professional and trained personnel to meet the PROJECT and OWNER's needs.

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 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

(Name of Firm), CONSULTANT

TEMPLATE

Austin, Texas 78767

(Address of Firm)

By:_____

Printed Name: _____

Title: _____

Date: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

Approved As To Form:

By: _____
Assistant City Attorney

Attest:

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 in subsequent written authorizations (as described in Section 6), 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 named in subparagraph 12.7.1.1 of the Supplemental Terms and Conditions of this AGREEMENT.

For the purposes of this AGREEMENT, individual assignments made by the OWNER to the CONSULTANT in subsequent written authorizations shall be referred to as "Subprojects".

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 other consultants performing the same or similar service.

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 3. 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 8.5 of this AGREEMENT by the OWNER.

1.1.2 The person identified as PROJECT manager by the CONSULTANT, identified in Attachment 3, 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 subconsultants' designs after subconsultants' seals have 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 professional services of the PROJECT and any Subprojects, shall not be changed except with the OWNER's prior written approval, which will not be unreasonably withheld.

1.1.6 The CONSULTANT agrees to obtain OWNER's written approval prior to terminating, adding or substituting subconsultants. In the event that the CONSULTANT proposes the termination or change of 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.

TEMPLATE

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 must immediately remove any such person from performing work on the PROJECT or any Subprojects. The OWNER's prior written consent must be obtained before any such person may be reinstated. Replacement of any subconsultant removed from the PROJECT or any Subprojects 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 and submit them to OWNER within seven (7) calendar days after each PROJECT meeting.

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 Subprojects and shall obtain all approvals and all development and building permits necessary to complete the Subprojects in accordance with the Subproject 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 make those presentations, 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 Board or Commission 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)

TEMPLATE

1.3.1 The CONSULTANT agrees to perform on each Subproject quality assurance-quality control/ constructability reviews in accordance with the CONSULTANT's approved Subproject Quality Control Plan (QCP) described in Attachment 4, 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 of 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 its own 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 must 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 must be performed by a staff member of the CONSULTANT not involved in day-to-day Subproject 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 Subproject team. The person performing the QCP reviews must certify, seal and attest that the final construction bid documents have been drafted in full compliance with the QCP work plan.

1.3.3 The CONSULTANT must 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 Subproject scope. Based on the findings of the QCP reviews, the CONSULTANT must reconcile the Subproject scope and budget as needed. Documentation will be included that verifies interdisciplinary coordination has occurred.

1.3.4 The CONSULTANT must perform constructability reviews, using persons with construction experience, at appropriate intervals during the design phase specified in the QCP to ensure that the Subproject is buildable, as well as cost-effective, biddable, and maintainable. Based on the findings of the constructability reviews, the CONSULTANT must redesign the Subproject to conform to the Fixed Construction Budget as noted in Section 3.3. The CONSULTANT must provide interim construction estimates to verify that the Subproject 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) for each Subproject, 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 authorizations to proceed).

SECTION 2 - OWNER'S RESPONSIBILITIES

2.1 The OWNER will:

2.1.1 Provide its requirements for each Subproject.

2.1.2 Designate the OWNER's Project Manager.

TEMPLATE

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

2.1.4 Assist CONSULTANT by making 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 each Subproject.

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 all submittals and other documents 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 (described in Subsection 4.2) to provide any necessary Additional Services beyond those authorized in the approved Subproject 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 each Subproject construction contract, which can only be adjusted by OWNER's prior written approval. The Fixed Construction Budget is shown in the approved PROJECT RAP (Attachment 1).

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 each Subproject to be constructible within the Fixed Construction Budget. The CONSULTANT must determine what materials, equipment, component systems and types of construction to include in the Contract Documents, make reasonable adjustments in the scope of the Subproject 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 Subproject within a reasonable time;
(3) abandon the Subproject; or
(4) cooperate in revising the Subproject's scope and quality as required to reduce the construction cost.

TEMPLATE

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 Subproject bid documents to include bid alternates as a means to keep the Subproject cost within the Fixed Construction Budget, and such alternates are within the original Subproject scope, compensation remains the established fee amount irrespective of the outcome of bids. In the event the base bid is not within the Subproject Fixed Construction Budget, Paragraph 3.3.2 of this AGREEMENT governs. The OWNER's acceptance of the base bid or bid alternates does not change the CONSULTANT's Bid Phase fee amount.

3.3.3.2 If, under the OWNER's direction, the CONSULTANT prepares Subproject Bid Documents that include bid alternates, and OWNER has advised CONSULTANT that such alternates may not be within the Fixed Construction Budget or the original Subproject scope, 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 Subproject Fixed Construction Budget, there is no change in the fee.

(2) Otherwise, the work to reconfigure the Subproject 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.

TEMPLATE

SECTION 4 - RESOURCE ALLOCATION PLAN (RAP)

4.1 The CONSULTANT shall provide a Resource Allocation Plan (RAP) for each assigned Subproject as shown in Attachment 1. The CONSULTANT agrees to complete phases of services in accordance with an approved Subproject RAP as described in Section 6.1, and the applicable standard of professional care. A specific time period will be set for each phase.

4.1.1 The Subproject RAP for each assigned Subproject shall follow the rate structure included as Attachment 3 unless a revised rate structure has been approved through a Supplemental Amendment in accordance with Subsection 4.2. The City will consider rate revisions only if requested to do so by the CONSULTANT. 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 Supplemental Amendments

4.2.1 Before additional work may be performed or additional costs incurred beyond what is specified in the approved Subproject 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 Supplemental Amendment must be executed within the time period specified in the Subproject RAP.

4.2.1.1 More Time Needed. If the CONSULTANT determines or reasonably anticipates that the Subproject 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 Subproject period.

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

4.2.2 The OWNER may ask the CONSULTANT to submit a proposal for additional work that is within the defined scope of work for the Subproject. 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 Subproject 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 Subproject RAP described in this Section 4 and subsequent Supplemental Amendments in accordance with Subsection 4.2, the CONSULTANT agrees to compensate the OWNER for the cost of such damages in accordance with Section 9, 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 shall not be liable or responsible for OWNER delays or postponements. If the CONSULTANT is delayed by conditions beyond its reasonable control, written time extension requests may be submitted to the OWNER for approval. These requests will be reviewed only if submitted to OWNER at least fourteen (14) calendar days prior to any affected milestone date in the Subproject RAP. If the next milestone date is less than fourteen (14) calendar days from the date of the delay or suspension of service, the CONSULTANT will be allowed fourteen (14) calendar days from the date of the delaying event to submit the request to OWNER.

4.5 If the CONSULTANT fails to meet the approved Subproject RAP, including subsequently approved Supplemental Amendments, OWNER may elect to invoke remedies outlined in Section 9 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 Subproject RAP.

TEMPLATE

SECTION 5 - COMPENSATION

5.1 Basis of Compensation

5.1.1 The OWNER shall compensate the CONSULTANT for the Scope of Services described in the approved Subproject 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 Subproject RAP.
5.1.1.3 For services provided by subconsultants, a multiple of one and five hundredth (1.05) times the amounts billed to the CONSULTANT for such services will be paid.

5.1.2 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.

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 as an Additional Service in accordance with the schedule of hourly rates shown in Attachment 3.

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 Subproject 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 the 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 any Subproject'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 and a subsequent written authorization have not been completed within the time specified in the Subproject 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 an approved Subproject RAP may result in the assessment of remedies as described in Sections 8 and 9 of this AGREEMENT.

5.2 Reimbursable Expenses

TEMPLATE

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 and all Subprojects 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) 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 the 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 and any Subproject.

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 and any Subproject.

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 Subproject 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*

TEMPLATE

5.3.2.1 Payments for the CONSULTANT'S Subproject Additional Services as described in Paragraph 1.4.6 of the Supplemental Terms and Conditions of the 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 invoices, time sheets, and any other evidence of expense requested 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 Subproject 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 Subproject meeting 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 Subproject job site observations containing detailed information as specified in subparagraph 1.4.4.5.2 of the Supplemental Terms and Conditions of this AGREEMENT, as appropriate to the Subproject assignment.

5.3.3.6 Failure of the CONSULTANT to provide updated Subproject 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 Subproject.

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.

5.3.5 *Payment for Project Suspension or Termination*

TEMPLATE

5.3.5.1 If a Subproject 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 Subproject 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 Subproject in accordance with Subsection 8.6.

SECTION 6 - SUBSEQUENT WRITTEN AUTHORIZATIONS

6.1 The procedure for establishing each Subproject assignment by negotiating subsequent written authorizations is as follows:

6.1.1 Proposal Request: Upon identifying a specific Subproject assignment, the OWNER will issue a written Proposal Request, as shown in Attachment 2, to the CONSULTANT describing the Subproject, services required, proposed schedule, and method of compensation selected by OWNER.

6.1.2 CONSULTANT Proposal: After being contacted by the OWNER, the CONSULTANT shall arrange with the OWNER to review the Proposal Request and provide a Proposal for the OWNER's review within fourteen (14) calendar days of the OWNER's contact. The CONSULTANT's Proposal must include a Resource Allocation Plan (RAP), as described in Section 4, for the Subproject. The OWNER shall notify the CONSULTANT within seven (7) calendar days if the Proposal is acceptable or if revisions are needed. The approved CONSULTANT's proposal will be attached to the OWNER's Proposal Request and may include a clarification of the scope of services. The Proposal Request form, with the CONSULTANT's signature indicating acceptance of the Subproject assignment and compensation, will be returned to the OWNER within seven (7) calendar days of OWNER approval.

6.1.3 Notice to Proceed: When the OWNER receives the accepted Proposal Request form signed by the Consultant, the OWNER will sign the Notice to Proceed section, as shown in Attachment 2, and provide a copy to the CONSULTANT within three (3) calendar days of the OWNER's receipt. This Notice to Proceed will formally authorize the CONSULTANT to proceed with the initial phase of the Subproject services in accordance with the approved Subproject RAP included in the CONSULTANT's Proposal. The CONSULTANT agrees to begin work within seven (7) calendar days from the date of the OWNER's signature on the Notice to Proceed. The CONSULTANT will provide a Subproject QCP plan, as described in paragraph 1.3.1, within fourteen (14) calendar days of the OWNER's issuance of the Subproject Notice to Proceed.

6.2 Execution of a Proposal Request constitutes a Supplemental Amendment to this AGREEMENT. For the purpose of administration of this AGREEMENT, for resolving technical matters, and for the execution of subsequent Proposal Requests, the OWNER shall mean the Division Manager, Project Management Division, Public Works Department, or their designee.

SECTION 7 - INSURANCE REQUIREMENTS

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

7.1.1 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::

TEMPLATE

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

7.1.2 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

7.1.3 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.

7.1.4 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 7.1.4.1 of the Supplemental Terms and Conditions of this AGREEMENT.

7.2 General Requirements

7.2.1 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 7.1.1 through 7.1.4 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.

TEMPLATE

7.2.2 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.

7.2.3 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.

7.2.4 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.

7.2.5 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.

7.2.6 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.

7.2.7 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.

7.2.8 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.

7.2.9 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.

7.2.10 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.

7.2.11 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.

7.2.12 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.

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

TEMPLATE

7.3 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 8 - TERMINATION OF AGREEMENT

8.1 The rights to terminate provided in this Section 8 are in addition to, and cumulative of, all other rights and remedies available to the parties at law or in equity.

8.2 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.

8.3 Notice to Cure.

OWNER shall endeavor to 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 effect 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 any requested meeting with the OWNER.

8.4 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.

8.5 This AGREEMENT may be terminated by the OWNER for cause upon seven (7) calendar days' written notice. In the event OWNER terminates the AGREEMENT with 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 as set forth in Subsection 8.6 and CONSULTANT's remedy for wrongful termination is limited to the recovery of payments permitted under Subsection 8.6.

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

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

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

8.5.3 If CONSULTANT makes fraudulent statements;

8.5.4 If CONSULTANT fails to make adequate progress and endangers timely and successful completion of the AGREEMENT;

8.5.5 CONSULTANT's failure under 8.5.4 includes failure of subconsultants to meet contractual obligations; or

TEMPLATE

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

8.6 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 8.7, and the OWNER retains the right to continue the PROJECT consistent with paragraph 12.2.4.

8.7 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. 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 shall be proportional to services performed to the date of termination.

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SECTION 9 - OWNER REMEDIES

9.1 The CONSULTANT and OWNER 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:

9.1.1 Failure of the CONSULTANT to make adequate progress in accordance with paragraph 8.5.4 above.

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

9.1.3 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.

9.2 Pursuant to Section 7.1.4, the OWNER shall assert a claim against the CONSULTANT as appropriate when other remedies are not available or offered for design deficiencies discovered during and after Subproject 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 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 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 formal CONSULTANT

response or the CONSULTANT will request alternative dispute resolution, as described in subsection 11.2 of this AGREEMENT, within fourteen (14) calendar days of OWNER's rejection of formal CONSULTANT response.

9.3 The CONSULTANT may be required to revise bid documents and re-advertise the Subproject 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.

9.4 Decisions to Withhold Payment

9.4.1 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 10 - CONSULTANT REMEDIES

10.1 If the CONSULTANT is prevented from completing any part of a Subproject within the time established in the Subproject RAP due to delays beyond the control of either the OWNER or the CONSULTANT, an extension of the Subproject 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 a 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

10.2 CONSULTANT's requests for remedies arising from the terms of this AGREEMENT for conditions other than those specified in subsection 10.1 must be done in accordance with the following:

10.2.1 Within thirty (30) calendar days after the CONSULTANT could be reasonably expected to know of the occurrence prompting the request, the CONSULTANT must deliver 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 amounts and/or time extensions to which the CONSULTANT is entitled.

10.2.2 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 11 - DISPUTE RESOLUTION

11.1 Filing of Claims

11.1.1 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 claimed covers all known amounts and/or extensions of time to which claimant is entitled.

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11.1.2 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.

11.2 Alternative Dispute Resolution

11.2.1 If a dispute exists concerning a Claim, the parties agree to use the following procedure prior to pursuing any other available remedies.

11.2.2 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 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.

11.3 Mediation

11.3.1 If the procedure described in 11.2.2 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.

11.3.2 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.

11.4 Resolution of Disputes between CONSULTANT and Subconsultant:

The CONSULTANT agrees to follow the procedures paralleling those outlined in subsections 11.1, 11.2 and 11.3 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

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withhold payments to the CONSULTANT in accordance with subparagraph 5.3.3.2 until receiving notification that the claim has been resolved.

SECTION 12 - MISCELLANEOUS PROVISIONS

12.1 Owner's Right to Audit

12.1.1 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 (as appropriate);
.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 Subproject RAP.

12.1.2 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.

12.1.3 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 as required by law. OWNER's right to inspect, audit, 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.

12.1.4 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.

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

12.2 Ownership and Use of Documents

12.2.1 All Subproject 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 12.2 without the express prior written approval of the OWNER.

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12.2.2 The CONSULTANT agrees that items such as Subproject 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 12.2. The CONSULTANT shall include in its subconsultant contracts appropriate provisions to achieve the purpose of this subsection 12.2.

12.2.3 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.

12.2.4 Should the CONSULTANT be terminated under this AGREEMENT, the OWNER may continue the PROJECT and receive copies within fourteen (14) calendar days of the termination notice. Copies will be in the format designated by the OWNER, as specified in paragraph 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 according to Title 22, Chapter 137.33(i) of the Texas Administrative Code.

12.2.5 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.

12.3 Venue

12.3.1 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.

12.4 Definitions

12.4.1 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.

12.5 Severability

12.5.1 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.

12.6 Indemnification

12.6.1 The CONSULTANT shall indemnify and hold harmless the OWNER, and its officers, agents and employees, from and against all claims, demands, costs, causes of

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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 connection with this AGREEMENT by CONSULTANT, its officers, agents, employees, and parties with whom it contracts.

12.7 Notices

12.7.1 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 the Supplemental Terms and Conditions of this AGREEMENT.

12.7.2. 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.

12.8 Successors and Assigns

12.8.1 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 will assign, sublet or transfer any interest in this AGREEMENT without the prior written consent of the other party.

12.9 Extent of Agreement

12.9.1 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%
Phase Total				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%
				0.0%	0.0%	0.0%
				0.0%	0.0%	0.0%
Phase Total				0.0%	0.0%	0.0%
C. Bid-Award Execution Phase	$0.00					
				0.0%	0.0%	0.0%
Phase Total				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%
				0.0%	0.0%	0.0%
Phase Total				0.0%	0.0%	0.0%
E. Post-Construction Phase	$0.00					
				0.0%	0.0%	0.0%
Phase Total				0.0%	0.0%	0.0%
Project Total	$0.00			0.0%	0.0%	0.0%

APPROVED FIXED CONSTRUCTION BUDGET:

DATE OF CURRENT FCB:

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ATTACHMENT 2

DATE: **ASSIGNMENT NO.:** **PROPOSAL REQUEST NO.:**

MASTER AGREEMENT: **CONTRACT NUMBER (DO): _____**

Fund: _____ Dept: _____ Unit: _____ Object Code: _____ Activity: _____ Rept: _____Percentage: _____

Fund: _____ Dept: _____ Unit: _____ Object Code: _____ Activity: _____ Rept: _____Percentage: _____

Fund: _____ Dept: _____ Unit: _____ Object Code: _____ Activity: _____ Rept: _____Percentage: _____

TO: CONSULTANT:

FROM: **OWNER:** Rotation List Manager:
Project Manager / Department: /
Contract Management Division
Contract Management Department
City of Austin
P.O. Box 1088
Austin, Texas 78767

The CONSULTANT PROPOSAL is for the following PROJECT assignment:

SUBPROJECT NAME:

SUBPROJECT DESCRIPTION:
Reference Attachments:_____

SUBPROJECT FIXED CONSTRUCTION BUDGET (RE: Section 3): Dollars ($)

(continued on next page)

TEMPLATE

PHASES OF SERVICE AND RESOURCE ALLOCATION PLAN REQUIRED FOR BASIC SERVICES (RE: Sections 1 & 4)**:**

Preliminary Phase ☐ **Required** ☐ **Not Required**
The CONSULTANT shall commence the provision of services upon receipt of written authorization from the OWNER to proceed with this phase of the services as described in Subsection 1.4.1 of this AGREEMENT and agrees to complete all services required in ( ) calendar days.

Design Phase ☐ **Required** ☐ **Not Required**
The CONSULTANT shall commence the provision of services upon receipt of written authorization from the OWNER to proceed with this phase of the services as described in Subsection 1.4.2 of this AGREEMENT and agrees to complete all services required in ( ) calendar days.

Bid-Award-Execution Phase ☐ **Required** ☐ **Not Required**

Construction Phase ☐ **Required** ☐ **Not Required**
Construction Time Extensions (RE: Par. 1.4.4.1): Number of Days
Resident PROJECT Representative (RE: Par. 1.4.4.14) ☐ Required ☐ Not Required

Post Construction Phase ☐ **Required** ☐ **Not Required**
Warranty Services Allowance (RE: Par. 1.4.5.6): Number of Hours

OTHER BASIC SERVICES: Reference Attachments:

PAYMENTS FOR BASIC COMPENSATION

☐ **Lump Sum** ☐ **Loaded Hourly Rate**

Lump Sum: Payments for Basic Services shall be made such that Basic Compensation for each Phase shall equal the following percentages of the total Basic Compensation payable:

Preliminary Phase:	percent (%)
Design Phase:	percent (%)
Bid-Award-Execution Phase:	percent (%)
Construction Phase:	percent (%)
Post Construction Phase*:	percent (%)
	[* normally 6% percent of the Construction Phase compensation]

Loaded Hourly Rate: Complete Attachment 3

(continued on next page)

TEMPLATE

CONSULTANT PROPOSAL

The proposed budget for this PROJECT assignment and the services described above is:

Basic Services	$
Allowance for Reimbursable Expenses	$
TOTAL	**$**

Required Resource Allocation Plan (Sec. 4) is included as Attachment 1

Reference Other Attachments:

Signature: _____ _____
CONSULTANT DATE

NOTICE TO PROCEED

When executed by the OWNER in the space provided below, and delivered to the CONSULTANT, the CONSULTANT is authorized to proceed with work as described in the PROPOSAL REQUEST, for the amount indicated above, in accordance with the contract referenced above and hereby incorporated herein.

NOTE: The Quality Control Plan (QCP) is to be submitted to the Project Manager no later than 14 calendar days from the date below.

OWNER : _____ _____
By: , Rotation List Manager DATE
Contract Management Division

cc: , Project Manager

TEMPLATE

ATTACHMENT 3: 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.

PRINCIPAL(S):	Hourly Rate	*TX Registration Number*
(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

TEMPLATE

ATTACHMENT 4

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 after the Owner issues a Notice to Proceed to the Consultant.

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

Management Philosophy	
1	*The QCP specifies how the organization's technical management philosophy supports its commitment to quality* *<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:* *(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	*The QCP specifies:*

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	• 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 *<u>Needed</u>:* *(a) 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* *(b) Resumes for members of the ITRT*
Quality Control Procedures	
3	*The QCP specifies* • management and control of design and QCP documents *<u>Needed</u>:* *(a) Statement that access to design and QCP documents will be controlled* *(b) Procedures are defined to identify and track versions of documents* *(c) Document control plan* *(d) Also refer to "Documentation" section below*
4	• internal and external communications, including an Issue Follow-Up Plan *<u>Needed</u>:* *(a) description of management of QCP communications with all parties* *(b) Issue Follow-Up Plan to track problems identified and their resolution*
5	• design coordination *<u>Needed</u>: Procedure must describe:* *(a) relationships, accountability, authority, and responsibilities within the Project Design Team* *(b) efforts to achieve interdisciplinary coordination*
6	• design checks and reviews, specifically addressing: ▪ correct application of methods ▪ validity of data and assumptions ▪ accuracy of calculations ▪ complete documentation ▪ testing, modeling, assumptions, calculations, text & graphical presentations in

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	▪ special project components ▪ compliance with all applicable guidance, standards, regulations, codes & laws ▪ ensuring project is biddable, constructible and operable as well as environmentally compliant <u>*Needed*</u>*:* *(a) types, intervals and frequency of reviews* *(b) identification of applicable guidance, standards, codes, specifications and laws* *(c) methodology for addressing constructability* *(d) description of testing, modeling, development of assumptions, calculations, and presentation methods in design documents to meet design criteria and standards of professional practice* *(e) methodology for identifying and addressing all appropriate environmental requirements*
7	• independent technical reviews, specifically ensuring: ▪ 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 <u>*Needed*</u>*:* *(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* *(b) Identification of any design components that will require special quality reviews* *(c) checklists for review of each design element*
8	• managerial plan to maintain continuity of QCP effort <u>*Needed*</u>*:* *(a) description of how management will maintain required level of effort and quality resources*

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	(b) contingency plan for replacement of key PDT and/or ITRT staff
Documentation	
9	*The QCP specifies:* • records control plan for all internal review documents, associated comments and responses, describing that: ▪ 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 *<u>Needed</u>: Details on all items listed above*
10	• upon project completion, the consultant will certify compliance with the QCP *<u>Needed</u>: Consultant submits draft Consultant Statement of Technical Review* *(a) verifying compliance with the QCP and* *b) agreeing to identify and assess issues that arise during later project phases with respect to the QCP* *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*
Schedule	
11	*The QCP specifies that:* • a design schedule showing the sequence of tasks to be completed within the time period specified by the City; must include ▪ 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 *<u>Needed</u>: Items as described above*

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ATTACHMENT 5: ANTICIPATED ROTATION LIST FUNDING DISTRIBUTION

ROTATION LIST CONSULTANTS

Enter Consultant Name	$
Enter Consultant Name	$
Enter Consultant Name	$
Enter Consultant Name	$
Add additional Consultants As Needed	

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