

REQUEST FOR QUALIFICATIONS

FOR



ISSUE DATE:

RESPONSES DUE:

PRIOR TO:

DELIVER TO:

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

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



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City of Austin

Founded by Congress, Republic of Texas, 1839

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

April 13, 2015

Re: Announcement
Request for Statements of Qualifications (RFQ) for Providing Professional Architectural Services:
Montopolis Recreation and Community Center
Solicitation Number: CLMP177

The City of Austin, through Parks and Recreation Department (PARC), Health and Human Services Department (HHSD) and its Contract Management Department (CMD), is requesting statements of qualifications for the selection of a professional architectural firm for the above-noted project. Statement of qualifications will be due **PRIOR to 3:00 p.m., Wednesday, May 13, 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 August, 2015.

A pre-response meeting will be held beginning at 2:00 p.m., Tuesday, April 21, 2015, in the auditorium at the Zilker Botanical Gardens, 2220 Barton Springs Road, Austin, TX 78746. 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 CLMP151. 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 Kalpana Sutaria, Project Manager, at (512) 974-7225 or Lynn Rich, Buyer II, at (512) 974-7009. Please contact Kalpana Sutaria 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: Kalpana Sutaria



REQUEST FOR QUALIFICATIONS

Solicitation Number: CLMP177

Project Name: Professional Architectural Services for Montopolis Recreation and Community Center

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

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

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

ALL SUBMITTALS ARE DUE ON: Wednesday May 13, 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 August 2015. Contract execution is anticipated for November 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 Tuesday, April 21, 2015 at 2:00 p.m. at the auditorium in the Zilker Botanical Gardens, 2220 Barton Springs Road, 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: Kalpana Sutaria
Telephone: (512) 974-7225
Email: kalpana.sutaria@austintexas.gov

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

END



INSTRUCTIONS TO CONSULTANTS

Solicitation Number: CLMP177

Project Name: Professional Architectural Services for Montopolis Recreation and Community Center

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

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- (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:

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

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

Street Address for Hand Delivery/Courier Service:

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

PHONE: (512) 974-7181

END



SCOPE OF SERVICES

Solicitation Number: CLMP177

Project Name: Professional Architectural Services for the Montopolis
Recreation and Community Center

PROJECT FOR:

CITY OF AUSTIN, PARKS AND RECREATION AND HEALTH AND HUMAN SERVICES DEPARTMENTS,
THROUGH ITS CONTRACT MANAGEMENT DEPARTMENT

PROJECT TITLE:

PROFESSIONAL ARCHITECTURAL SERVICES FOR THE MONTOPOLIS RECREATION AND
COMMUNITY CENTER

OBJECTIVES OF THE PROJECT:

The primary objective of the project is to provide a newly improved recreation and community center to the residents of the Montopolis neighborhood and citizens of Austin. Existing park services such as the playground, the swimming pool and the ball field will be preserved as part of the neighborhood park services. The new recreation and community building will house current and proposed recreational services including after-school activities, youth sport and specialized classes, education programs, exercise and fitness classes, health, wellness and nutrition programs, senior activities, neighborhood center services, seasonal services, and other health services for preventative care. The City of Austin's Parks and Recreation Department (PAR) and Health and Human Services Department (HHSD) currently manage many activities and programs collaboratively. There will be a gymnasium, meeting rooms, a commercial kitchen and community event spaces. The facility is estimated to be approximately 33,000 square feet. The total area of the site is 7.6 acres. 5.05 acres of that area has a parkland use restrictions and the remaining 2.55 acres can be used for any City of Austin programs.

BACKGROUND:

The Montopolis Recreation Center was originally owned by Dolores Catholic Church and was known as the Montopolis Community Center. In 1971, PAR entered into an agreement to operate this building as an extension of the PAR services. In 1973, PAR purchased the building and the surrounding land. In 1974, a deed was executed by the City to dedicate 2.55 acres of land for community use. A clinic was built on this parcel which was part of the City's Health Department until the Travis County Healthcare District (Central Health) was formed and began operations. Central Health has a lease agreement with the City of Austin and has relocated clinic services to another building. This land will be conveyed back to the City.

The gymnasium and other recreational programs are heavily used by the residents of the Montopolis community. Services are provided to all age groups. PAR completed a condition assessment of the existing recreation center in 2011 and the assessment identified deteriorated infrastructure, ADA accessibility problems, and asbestos containing materials. Subsequently, it

was determined construction of a new facility is more prudent than renovations to the existing structures. As part of this project, the recreation center and existing health clinic will be demolished.

PARD and HHSD collaborate on many services provided at the existing recreation center. Proposed programs include a multi-sport gymnasium with a walking track, a fitness room, a boxing room, teen space, multi-purpose rooms for exercise classes, learning and after-school programs, community events, and expanded neighborhood social services, Monday through Friday, for low-and-moderate income families in need.

The Montopolis community is a multi-cultural and bi-lingual community in East Austin. The buildings have been an integral part of the community for more than 40 years, therefore, it is important to the City and the Montopolis community that the new facility be reflective of the community and history of the area, and that historical and cultural values be incorporated into the new building's final design.

The current center property is used as a pick-up and drop-off area for Austin Independent School District buses and there are several Capital Metro bus stops in the adjacent area. The design should take into consideration access from the surrounding neighborhood so as to mitigate potential traffic issues.

This project was approved by Austin voters as part of 2012 Bond Election. The Lawrence Group Architects were hired from the City's architectural rotation list to provide preliminary phase services which include the building space requirements and site studies. The preliminary phase report is available on the web at <http://www.austintexas.gov/montopolisproject>. Halff Associates, Inc. has prepared a survey of the site (see Attached).

ANTICIPATED SERVICES:

The selected consultant should have experience in designing a variety of recreational center projects with an emphasis on sustainability, community engagement, and Art in Public Places type programs.

This project will include Architectural/Engineering consulting services for all phases of the project including:

- Review of the building program and previous site studies
- Design phase services
- Bid phase services
- Construction phase services
- Post-Construction & Warranty phase services

The swimming pool will require schematic design phase services, so the selected consultant should have experience with aquatic facilities. Under the leadership of the City's Public Information Offices, the selected firm will assist with outreach and engagement activities

including making presentations to the community during design and construction phases as part of community engagement process, and presentations to boards and commissions as required by the permitting process. The new facility should incorporate sustainable design practices and energy efficiency standards that meet the City's requirements. The City of Austin is committed to a sustainability standard per resolution 20071129-045. At a minimum, the project shall achieve LEED Silver certification.

It is the intention of the City to solicit a construction contractor for the construction phase of the new center via the Competitive Sealed Proposal (CSP) method.

SOLICITATION SCHEDULE:

RFQ Issued – April 13, 2015
 Pre-Response Meeting – April 21, 2015
 Submittals Due – May 13, 2015
 Interviews (if needed) – July 9-10, 2015
 City Council (anticipated) – August 20, 2015
 Contract Executed (anticipated) – November 2015

PROPOSED SCHEDULE:

Completion of Design Phase including Permitting - April 2017
 Bid Phase and Construction Contract Award - October 2017
 Construction Phase – August 2019

COST ESTIMATE:

The total estimated construction cost including new construction, demolition and site work for the project is \$9,800,000 and estimated total consultant services fees are approximately \$1,180,000.

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**

- Architectural Design Services
- Civil Engineering
- Mechanical, Electrical & Plumbing (MEP) Engineering
- Structural Engineering
- Public Information & Community Engagement

Other Scopes of Work

- LEED Consulting
- Landscape Architecture
- Cost Estimating
- Geotechnical Investigation
- Swimming Pool Design

Notes:

- Please review the City of Austin’s Public Participation Principles below or at:
<http://austintexas.gov/page/public-participation-principles>
- 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 phases.

CITY OF AUSTIN PUBLIC PARTICIPATION PRINCIPLES:**Accountability and Transparency**

The City will enable the public to participate in decision-making processes by providing clear information on the issues, the ways to participate, and how their participation contributes to the decision.

Fairness & Respect

The City will maintain a safe environment that cultivates and supports respectful public engagement and will expect participants to do so in turn.

Accessibility

The City will respect and encourage participation by providing ample public notice of opportunities and resources and accommodations that enable all to participate.

Predictability & Consistency

The City will prepare the public to participate by providing meeting agendas, discussion guidelines, notes, and information on next steps.

Creativity & Community Collaboration (Inclusivity and Diversity)

The City will use innovative, proven, and customized engagement solutions that are appropriate to the needs of the projects and the participants.

Stewards of Resources

The City will balance its commitment to provide ample opportunities for public involvement with its commitment to delivering government services efficiently and using City resources wisely.



EVALUATION CRITERIA STAND ALONE SOLICITATIONS

Solicitation Number: CLMP177

Project Name: Professional Architectural Services for Montopolis Recreation and Community Center

The following is a description of items to receive consideration in the evaluation of responses for providing professional architectural 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

NOTE: 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>

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

CONSIDERATION ITEM 1
MBE/WBE PROCUREMENT PROGRAM

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

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

Attach the following:

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

CONSIDERATION ITEM 2
TURNED IN ALL REQUIRED DOCUMENTS

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

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

Respondent must attach the following to Consideration Item 2:

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

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

CONSIDERATION ITEM 3a
TEAM’S STRUCTURE
10 Points Maximum

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

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

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

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

CONSIDERATION ITEM 3b

TEAM'S PROJECT APPROACH

20 Points Maximum

City is interested in team's overall understanding of the project scope and issues. Describe any significant project issues and the team's approach in addressing those issues. Reference issues seen on similar scoped projects, and the overall approach to mitigate those and other issues. Describe your team's methods to successfully complete the work; your team's understanding of the techniques and sequencing required; and how the prime firm will interface with the City's appointed representative. Describe your approach to working with multi-cultural communities with a variety of socio-economic backgrounds. Also, describe your approach to providing bilingual project updates to the community. Please describe the major subconsultants' placement in the overall approach to the project.

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

CONSIDERATION ITEM 4

EXPERIENCE OF PROJECT MANAGER AND PROJECT PRINCIPAL (past 10 Years)

20 Points Maximum

(Project Manager – 14 points; Project Principal – 6 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. The prime consultant must employ the Project Manager and Project Principal. The Project Manager and Project Principal may be the same individual. The Project Manager must be licensed as a registered architect in the State of Texas at the time of submittal and the Project Manager must be LEED AP Building Design + Construction Certified.

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

- **Complete Form 7 – Experience of Project Manager. Please provide no more than one (1) page per project.**
 - **Complete Form 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.**
-

CONSIDERATION ITEM 5

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

15 points maximum

City is interested in the prime firm's history and success with projects of similar programs, specifically recreational facilities/aquatic facilities, budgets, and/or clients as the project described in this solicitation. City is interested in prime firm’s experience working on projects within culturally diverse communities, projects where updates were provided to the impacted community during the design and construction phases, and where community engagement and outreach were an important part of the design process. Also, please describe prime firm’s experience designing a community facility with a “cultural awareness”, the inclusion of public art in a project, and experience designing energy efficient and sustainable community facilities.

List five projects meeting these criteria which have been completed in the past ten (10) years. In addition, City may consider history of firm in complying with project programs, schedules, and budgets on previous City projects.

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

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

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

CONSIDERATION ITEM 6

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

15 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 three (3) projects per Major Scope of Work meeting these criteria which have been completed in the past five (5) years. In addition, City may consider history of firms in complying with project programs, schedules, and budgets based on previous City projects. If more than one firm is listed for a particular Major Scope of Work, the City expects the work will be divided evenly among them.

- Complete Form 11 for each Major Scope of Work listed in the Scope of Services. Provide no more than one (1) 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 traffic and transportation issues specifically related to ingress and egress and public transportation
 - ◆ 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.
 - ◆ Community engagement for public facilities in the east Austin area.
- Provide a brief narrative of no more than four (4) pages.

CONSIDERATION ITEM 8

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

10 Points Maximum

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

Specific consideration items by phase may include:

- ◆ Timely completion of projects and timeliness of performance per PSA and authorized amendments.
- ◆ Timely, accurate, and complete payment applications and payments to subconsultants.
- ◆ Deliverables met criteria established in contract / resolution of significant issues in writing.
- ◆ Compliance with City ordinances on substitution/addition/deletion of subconsultants.
- ◆ Compliance with Minority and Women-Owned Business Procurement Program.
- ◆ Compliance with City standards, including regulatory compliance and permitting requirements.
- ◆ Conformance to City budget/cost requirements.
 - Preliminary, Design, and Bid/Award - estimates were within Fixed Construction Budget.
 - Construction - dollar value of change orders were <=5% of construction contract amount.
- ◆ Quality of work performed.

Firms who have had no previous projects with the City of Austin will receive a score equal to the average of all architectural firms in the data base with previous City projects.

CONSIDERATION ITEM 9
INTERVIEWS (OPTIONAL)
15 Points Maximum

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

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

CITY OF AUSTIN



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



Project Name:

Project/Solicitation Number:

Date:



JANUARY 2011

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MBE/WBE GOALS

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

OVERVIEW

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

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

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

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

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

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

COMPLIANCE PLAN INSTRUCTIONS

(See Appendix A)

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

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

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

Section I Project Identification and Goals

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

Section II Proposer Information

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

Section III *Compliance Plan* Summary

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

Section IV Disclosure of MBE and WBE Participation

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

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

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

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

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

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

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

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

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

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

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

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

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

Section V Disclosure of Non-Certified Subconsultants

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

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

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

Section VI Disclosure of Second-Level Subconsultants

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

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

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

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

Section VII MBE/WBE *Compliance Plan* Check Sheet

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

GOOD FAITH EFFORTS INSTRUCTIONS

(See Appendices B and D)

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

Contacting Potential MBE/WBE Subconsultants

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

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

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

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

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

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

The following codes are used on the availability lists:

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

Good Faith Efforts Review

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

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

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

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

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

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

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

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

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

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

The following additional Good Faith Efforts factors may also be considered

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

POST-AWARD INSTRUCTIONS

(See Appendix C)

Confirmation Letters

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

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

Post-Award Monitoring

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

- **Payment Verification**

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

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

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

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

- **Change Order/Contract Amendments**

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

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

- **Progressive Sanctions**

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

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

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

RFQ – MBE/WBE COMPLIANCE PLAN
*All sections (I-VII) must be completed and submitted
 prior to the due date in the solicitation documents*

Section I — Project Identification and Goals

Project Name	
Solicitation Number	

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

Section II — Prime Company Information

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

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

 Name and Title of Authorized Representative

 Signature

 Date

For SMBR Use Only:

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

Reviewing Counselor _____

Date _____

Director/Assistant Director _____

Date _____

Section III — *Compliance Plan Summary*

Note:

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

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

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

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

Percentage: _____%

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

Yes No

For SMBR Use Only:

Verified Goals OR Subgoals:

MBE _____ % WBE _____ %

African-American _____ %; Hispanic _____ %; Native/Asian American _____ %; WBE _____ %

Section IV — Disclosure of MBE and WBE Participation

Duplicate As Needed

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

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

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

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

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

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

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

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

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

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

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

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

Section VI Disclosure of Second-Level Subconsultants

Duplicate as Needed

Note:

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

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

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

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

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

SECTION VII — MBE/WBE COMPLIANCE PLAN CHECK LIST

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

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

Yes No

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

Yes No

List Methods: _____

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

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

Yes No

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

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

Yes No

If yes, please explain: _____

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

7. Was SMBR contacted for assistance? Yes No

If yes, complete following:

Contact Person: _____

Date of Contact: _____

Summary of Request: _____

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

If yes, complete following:

Organization(s): _____

Date of Contact: _____

Summary of Request: _____

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

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

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

Yes No Copy of advertisements.

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

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

CONFIRMATION LETTER

(printed on Subconsultant letterhead)

Date

Contact Name
Business Name
Street Address
City, State Zip

Re: Solicitation # _____

Dear (Contact Name):

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

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

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

Sincerely,

(insert signature)

Contact Name
Title
Business Name

City of Austin Subcontract Vendor List - VCRCVS

Solicitation No.: RFQS 6100 CLMP177 Arch Svcs for Montopolis Recreation & Community Center

Version No.: 1

Phase: 1

C Code & Description	Vend Code/Adr	Phone/Fax/Email	W/MB Code	G/E	LCTN
Vendors Within the SLBP Area					
90607 Architect Services, Professional					
EMI7074695 ACME ARCHITECTURE 1001 E 8th St Austin Tx 78702-3249		512-477-1727 512-477-9876 EMILY@CLAYTONLANDLITTLE.COM	WDB	Female/Caucasian	AU
TAN4546250 ALAN Y TANIGUCHI ARCHITECT & Assoc Inc 1609 W 6th St Austin Tx 78703-5059		512-474-7079 512-474-7579 evan@taniguchi-arch.com	MB	Male/Asian	AU
V00000909861 ANA D GALLO 1501 Barton Springs Rd #230 Austin Tx 78704		512-236-0868 5122360868 ana@anagallo.com	MWDB	Female/Hispanic	AU
ARC7068555 AUSTIN ARCHITECTURE PLUS INC 1907 N Lamar Blvd Ste 260 Austin Tx 78705-4900		512-478-0970 512-478-0920 info@austinarchplus.com	WDB	Female/Caucasian	AU
VS0000029061 B+V Design, LLC 208 W. 4th St., 3a Austin Tx 78701		512-293-6290 5124741988 stephi@b-vdesign.com	WB	Female/Caucasian	AU
BAR7168210 BARNES GROMATZKY KOSAREK 1508 W. 5th Street, Suite 200 Austin Tx 78703-5137		512-476-7133 512-478-2624 albin@bgkarchitects.com	MB	Male/Hispanic	AU
VC0000102050 BENZ RESOURCE GROUP INC 1101-B E 6th St Austin Tx 78702		512-220-9542 512-220-9543 BENZ@BENZRESOURCEGROUP.COM	WDB	Female/Caucasian	AU
BLG0714750 BLGY INC 2204 Forbes Dr Ste 101 Austin Tx 78754-5143		512-977-0390 512-977-0838	MB	Male/African American	AU
CAR8304844 CARTER DESIGN ASSOC INC 817 W 11th St Austin Tx 78701-2009		512-476-1812 512-476-1819 CDA@CARTERDESIGN.NET	MWDB	Female/African American	AU
COT8308600 COTERA + REED ARCHITECTS INC 812 San Antonio St., Ste. 406 Austin Tx 78701		512-472-3300 512-472-3611 info@coterareed.com	MDB	Male/Hispanic	AU

City of Austin Subcontract Vendor List - VCRCVS

Solicitation No.: RFQS 6100 CLMP177 Arch Svcs for Montopolis Recreation & Community Center

Version No.: 1

Phase: 1

C Code & Description	Vend Code/Adr	Phone/Fax/Email	W/MB Code	G/E	LCTN
V00000909095 DK Studio, pc 611 West 15th Street Austin Tx 78701		512-473-8909 dkett@studiodk.com	WB	Female/Caucasian	AU
ELI7156085 ELIZABETH SALAIZ ARCHITECT INC 2305 Rundell Pl Austin Tx 78704-3027		512-761-4546 esarch@sbcglobal.net	MWB	Female/Hispanic	AU
FAC8301027 FACILITIES RESOURCE INC 9737 Great Hills Trail Suite 305 Austin Tx 78759		512-371-1232 512-371-9155 dross@fri-texas.com	WDB	Female/Caucasian	AU
V00000906830 Gamble Osgood Collaborative, LLC 4015 Avenue D Austin Tx 78751		512-203-6110 sarah.gamble@gocoastin.com	WB	Female/Caucasian	AU
CAS7072670 JAIME BEAMAN AIA INC 3821 Juniper Trace, Suite 104 Austin Tx 78738-		512-458-5700 512-458-5755 JBEAMAN@CASABELLA-ARCHITECTS.COM	MDB	Male/Hispanic	SL
VS0000027746 Jacqui Dodson AIA Architecture and Interior Design Inc 2105 Arpdale St Austin Tx 78704		512-699-9708 jacqui@jdaistudio.com	WB	Female/Caucasian	AU
KCD8308712 K+CDA ASSOCIATED ARCHITECTS 817 W 11th St Austin Tx 78701-2009		512-476-1812 512-476-1819	MWB	Female/African American	AU
VS0000011600 Karen A McGraw 4315 Ave C Austin Tx 78751		5124592261 mcgrawka@earthlink.net	WB	Female/Caucasian	AU
LIM7079715 LIMBACHER & GODFREY INC 2124 E 6th St Unit 102 Austin Tx 78702		512-450-1518 512-320-1916 info@limbacher-godfrey.com	WB	Female/Caucasian	AU
LOP8322397 LOPEZ SEIDEL ARCHITECTS INC 9901 Brodie Lane, Suite 160 Austin Tx 78748		5125221959 lenz@lopezsalas.com	MDB	Male/Hispanic	AU
VC0000101572 MCCANN ADAMS STUDIO 515 Congress Ave, Ste 1600 Austin Tx 78701		512-732-0001 512-732-0004 JANAM@MCCANNADAMSSTUDIO.COM	WDB	Female/Caucasian	AU

City of Austin Subcontract Vendor List - VCRCVS

Solicitation No.: RFQS 6100 CLMP177 Arch Svcs for Montopolis Recreation & Community Center

Version No.: 1

Phase: 1

C Code & Description	Vend Code/Adr	Phone/Fax/Email	W/MB Code	G/E	LCTN
MIR7167890 MIRO RIVERA ARCHITECTS INC 505 Powell St Austin Tx 78703-5121		512-477-7016 512-476-7672 rosa@mirorivera.com	MDB	Male/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	Female/Caucasian	AU
VIL5001500 NEGRETE & KOLAR ARCHITECTS LLP 11720 North lh35 Austin Tx 78753		512-474-6526 512-474-6761 dnegrete@nekoarch.com	MDB	Male/Hispanic	AU
VS0000036953 OFFICE FOR LOCAL ARCHITECTURE LLC 4105 Ave G Apt B Austin Tx 78751		512-786-1101 contact@ola-austin.com	WB	Female/Caucasian	AU
SIT4249250 SITE SPECIFICS INC 700 N Lamar Blvd Ste 200a Austin Tx 78703-5430		512-472-5252 512-472-2224 specificsites@aol.com	WDB	Female/Caucasian	AU
VC0000103087 STUDIO 8 ARCHITECTS INC 611 W 15th St Austin Tx 78701		512-473-8989 512-473-8982 MILTON.HIME@STUDIO8ARCHITECTS.COM	MB	Male/Hispanic	AU
VC0000103455 STUDIO BALCONES LLC 702 San Antonio Street Austin Tx 78701		512-383-8815 jennifer@studiobalcones.com	WB	Female/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	Female/Caucasian	AU
VC0000102925 SUSAN H WELKER 4911 Rollingwood Dr Austin Tx 78746		512-329-5998 512-329-5998 SWELKER@HARRISWELKERARCHITECTS.COM	WDB	Female/Caucasian	AU
V00000913709 Studio D Consulting+Design, LLC Po Box 340183 Lakeway Tx 78734		512-970-6180 5122849651 deb@studiodconsulting.com	WDB	Female/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	Male/Hispanic	AU

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	THI8305569 THIRD LAND INC P.O. Box 162137 Austin Tx 78716-	512-306-8885 512-732-0853 EFRANKE@THIRDLAND.COM	WDB	Female/Caucasian	AU
	VS0000029419 VEALENZUELA PRESERVATION STUDIO LLC 4401 Hoffman Drive Austin Tx 78749	512-291-8108 5122918108 beth@v-preservationstudio.com	WDB	Female/Caucasian	AU
	V00000924512 fuseARCH Studio, PLLC 702 San Antonio Austin Tx 78701	5126993083 beth@fuse-arch.com	WDB	Female/Caucasian	AU
90656 Landscape Architecture					
	AKY5262000 A K YOUNG ASSOC Po Box 201265 Austin Tx 78720-1265	512-476-6686 512-478-8009 General-AKYA@att.net	WB	Female/Caucasian	AU
	COL7073755 AAN GARRET-COLEMAN & ASSOCIATES INC 9890 Silver Mountain Dr Austin Tx 78737	512-476-2090 512-476-2099 aan@colemanandassoc.com	WDB	Female/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	Male/Asian	AU
	VC0000101891 CAROLYN KELLEY 2905 Oak Crest Ave Austin Tx 78704	512-445-0431 512-857-1342 CAROLYN@CKLA.NET	WDB	Female/Caucasian	AU
	VS0000020827 Coleman TBG Partners, LLC 9890 Silver Mountain Dr. Austin Tx 78737	5124762090 5124762099 lauren@colemanandassoc.com	WDB	Female/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	Female/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	Male/Hispanic	AU

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	V00000907852 GarzaBury, L.L.C. 221 W. Sixth Street, Suite 380 Austin Tx 78701	512-298-3284 5122982592 rgarza@garzabury.com	MB	Male/Hispanic	AU
	VS0000017158 JOAN S HYDE 3100 Harris Blvd Austin Tx 78703	512-850-9075 512-474-2355 ResourceDesign@earthlink.net	WB	Female/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	Female/Caucasian	AU
	VC0000101572 MCCANN ADAMS STUDIO 515 Congress Ave, Ste 1600 Austin Tx 78701	512-732-0001 512-732-0004 JANAM@MCCANNADAMSSTUDIO.COM	WDB	Female/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	Female/Caucasian	AU
	V00000901680 Pharis Design 2525 South Lamar #4 Austin Tx 78704	512-853-9682 moyara@pharisdesign.net	MWDB	Female/Hispanic	AU
	VS0000009836 STACIE ELLEN ENGELING 1214 W 6th St, Ste 208 Austin Tx 78703	512-484-1105 stacie@hush.com	WB	Female/Caucasian	AU
	VC0000103455 STUDIO BALCONES LLC 702 San Antonio Street Austin Tx 78701	512-383-8815 jennifer@studiobalcones.com	WB	Female/Caucasian	AU
	THI8305569 THIRD LAND INC P.O. Box 162137 Austin Tx 78716-	512-306-8885 512-732-0853 EFRANKE@THIRDLAND.COM	WDB	Female/Caucasian	AU

90672 Recreation Facilities (Parks, Marinas, etc.)- Architectural

	COL7073755 AAN GARRET-COLEMAN & ASSOCIATES INC 9890 Silver Mountain Dr Austin Tx 78737	512-476-2090 512-476-2099 aan@colemanandassoc.com	WDB	Female/Caucasian	SL
	EMI7074695 ACME ARCHITECTURE 1001 E 8th St Austin Tx 78702-3249	512-477-1727 512-477-9876 EMILY@CLAYTONLANDLITTLE.COM	WDB	Female/Caucasian	AU

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V00000909861 ANA D GALLO 1501 Barton Springs Rd #230 Austin Tx 78704		512-236-0868 5122360868 ana@anagallo.com	MWDB	Female/Hispanic	AU
ASA8322718 ASAKURA ROBINSON COMPANY L L C 1911 Rio Grande Austin Tx 78705		512-351-9601 832-201-7198 margaret@asakurarobinson.com	MDB	Male/Asian	AU
ARC7068555 AUSTIN ARCHITECTURE PLUS INC 1907 N Lamar Blvd Ste 260 Austin Tx 78705-4900		512-478-0970 512-478-0920 info@austinarchplus.com	WDB	Female/Caucasian	AU
BLG0714750 BLGY INC 2204 Forbes Dr Ste 101 Austin Tx 78754-5143		512-977-0390 512-977-0838	MB	Male/African American	AU
VC0000101891 CAROLYN KELLEY 2905 Oak Crest Ave Austin Tx 78704		512-445-0431 512-857-1342 CAROLYN@CKLA.NET	WDB	Female/Caucasian	AU
CAR8304844 CARTER DESIGN ASSOC INC 817 W 11th St Austin Tx 78701-2009		512-476-1812 512-476-1819 CDA@CARTERDESIGN.NET	MWDB	Female/African American	AU
V00000909095 DK Studio, pc 611 West 15th Street Austin Tx 78701		512-473-8909 dkett@studiodk.com	WB	Female/Caucasian	AU
GAR7082030 GARCIA DESIGN INC 11500 Metric Blvd Bldg M-1 Ste 150 Austin Tx 78758		512-892-0353 512-821-2085 RGARCIA@GARCIADDESIGNINC.NET	MDB	Male/Hispanic	AU
V00000906830 Gamble Osgood Collaborative, LLC 4015 Avenue D Austin Tx 78751		512-203-6110 sarah.gamble@gocoaustin.com	WB	Female/Caucasian	AU
CAS7072670 JAIME BEAMAN AIA INC 3821 Juniper Trace, Suite 104 Austin Tx 78738-		512-458-5700 512-458-5755 JBEAMAN@CASABELLA-ARCHITECTS.COM	MDB	Male/Hispanic	SL
VS0000017158 JOAN S HYDE 3100 Harris Blvd Austin Tx 78703		512-850-9075 512-474-2355 ResourceDesign@earthlink.net	WB	Female/Caucasian	AU

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LIM7079715 LIMBACHER & GODFREY INC 2124 E 6th St Unit 102 Austin Tx 78702		512-450-1518 512-320-1916 info@limbacher-godfrey.com	WB	Female/Caucasian	AU
MAR3044500 MWM DESIGNGROUP INC 305 E Huntland Dr Ste 200 Austin Tx 78752		512-453-0767 512-453-1734 julia@mwminc.com	WDB	Female/Caucasian	AU
VC0000103455 STUDIO BALCONES LLC 702 San Antonio Street Austin Tx 78701		512-383-8815 jennifer@studiobalcones.com	WB	Female/Caucasian	AU
VC0000102925 SUSAN H WELKER 4911 Rollingwood Dr Austin Tx 78746		512-329-5998 512-329-5998 SWELKER@HARRISWELKERARCHITECTS.COM	WDB	Female/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	Male/Hispanic	AU
V00000924512 fuseARCH Studio, PLLC 702 San Antonio Austin Tx 78701		5126993083 beth@fuse-arch.com	WDB	Female/Caucasian	AU
91573 Public Information Services					
AKY5262000 A K YOUNG ASSOC Po Box 201265 Austin Tx 78720-1265		512-476-6686 512-478-8009 General-AKYA@att.net	WB	Female/Caucasian	AU
ADI8313185 ADISA PUBLIC RELATIONS 12401 Los Indios Trail 42 Austin Tx 78729		512-472-6112 512-472-6112 srobinson@makingthingsclear.com	MWDB	Female/African American	AU
REA7089305 BETTY ROGERS 6810 Miranda Dr Austin Tx 78752-3118		512-453-0177 Betty@BettyRogers.com	WB	Female/Caucasian	AU
VC0000102206 BEVERLY S. SILAS Po Box 493 Austin Tx 78767-0493		512-374-4997 5123239800 bsilas@beverlysilas.com	MWDB	Female/African American	AU
VC0000101188 BOBBIE GARZA-HERNANDEZ Po Box 3911 Austin Tx 78764-3911		512-878-2246 512-878-2244 bobbie@pinkpr.biz	MWDB	Female/Hispanic	AU

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	CAS7170685 CAS CONSULTING & SVCS INC 7908 Cameron Rd Austin Tx 78754	512-836-2388 512-836-4515 channys@casengineers.com	MDB	Male/Asian	AU
	CRE8308315 CREATIVE HEADS ADVERTISING INC 7301 Ranch Rd. 620n, Ste. 155-358 Austin Tx 78726	512-474-5775 512-369-1861 411@creativeheadsadv.com	WB	Female/Caucasian	AU
	VS0000010052 Concept Development & Planning, LLC P.O. Box 5459 Austin Tx 78763-5459	512-533-9100 12 512-533-9101 agray@cdandp.com	WDB	Female/Caucasian	AU
	VS0000024713 Cultural Strategies Inc. 3300 Bee Cave Rd. #650-1136 Austin Tx 78746	512-501-4971 701 512-501-4971 spuente@cultural-strategies.com	MDB	Male/Hispanic	AU
	V00000924464 DARLENE WATKINS 4600 Mueller Blvd Unit 4020 Austin Tx 78723	5127071622 info@reachoutaustin.com	MWDB	Female/African American	AU
	VS0000037487 Diane M Miller 7605 Clydesdale Drive Austin Tx 78745	512-971-3033 dmiller@civiccollaboration.com	WDB	Female/Caucasian	AU
	ELE7135270 ELEANOR H MCKINNEY LANDSCAPE Architect Inc 2007 Kinney Ave Austin Tx 78704-4007	512-445-5202 512-445-3432 ehmla@swbell.net	WB	Female/Caucasian	AU
	VC0000102993 ELENA QUEZADA RODRIGUEZ 907 Canyon Wren Drive Buda Tx 78610	512-784-3277 512-879-6885 ELENAQMEDIA@YAHOO.COM	MWDB	Female/Hispanic	SL
	VS0000026197 EQ CONSULTANTS GROUP 12329 Double Tree Lane Austin Tx 78750	512-827-8468 elizabeth.quintanilla@gmail.com	MWDB	Female/Hispanic	AU
	GMS8309829 GMSA MANAGEMENT SVCS INC 11023 Pencewood Court Suite A Austin Tx 78750	512-845-0326 8889205648 gbryant@alumni.utexas.net	MWDB	Female/African American	AU
	LAU8322378 LAURA R CARROLL 111 W 8th St Austin Tx 78701	512-583-0929 5122368890 LAURA@RAUNPR.COM	WB	Female/Caucasian	AU

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VS0000031322 LaTonya J Pegues 1701 Intervail Dr Austin Tx 78746		512-686-3664 lpegues@BOAZent.com	MWDB	Female/African American	AU
MAR8305101 MARTHA FERRERO JUCH P E INC 1706 Walsh Dr Round Rock Tx 78681-1434		5126334183 mfjuch@austin.rr.com	WDB	Female/Caucasian	SL
VC0000101572 MCCANN ADAMS STUDIO 515 Congress Ave, Ste 1600 Austin Tx 78701		512-732-0001 512-732-0004 JANAM@MCCANNADAMSSTUDIO.COM	WDB	Female/Caucasian	AU
VC0000102100 NANCY LEDBETTER & ASSOCIATES INC 20020 Farm Pond Ln Pflugerville Tx 78660		512-694-7797 512-252-8322 NANCY@NANCYLEDBETTER.COM	WDB	Female/Caucasian	AU
GRO7148575 RJW OPERATIONS INC 8401 Shoal Creek Blvd Austin Tx 78757		512-448-4459 512-454-1342 rj@groupsolutionsrjw.com	MWDB	Female/African American	AU
V00000924628 RMD STRATEGY LLC Po Box 200913 Austin Tx 78720		5127885183 8779238111 mike@rmdstrategy.com	MDB	Male/Hispanic	AU
VS0000012578 Rifeline, LLC 1214 W. 5th Street Suite C Austin Tx 78703		5127979019 lrife@rifeline.com	WDB	Female/Caucasian	AU
VC0000103179 SUE ELLEN JACKSON 8827 Silverarrow Circle Austin Tx 78759		512-345-5259 512-345-1458 SEJACKSON@AUSTIN.RR.COM	WDB	Female/Caucasian	AU
VS0000030065 Shaila M Abdullah 8408 Dulac Drive Austin Tx 78729		512-924-7674 shailaabdullah@gmail.com	MWDB	Female/Asian	AU
VS0000018476 THE AMPERSAND AGENCY INC 1011 San Jacinto Blvd. Suite 303 Austin Tx 78701		5124623366 5123220723 jeffm@ampersandagency.com	WB	Female/Caucasian	AU
V00000917700 Texas Pros, LLC Po Box 2604 Austin Tx 78768		512-774-4466 joypecoraro@gmail.com	MWDB	Female/Hispanic	AU

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C Code & Description	Vend Code/Adr	Phone/Fax/Email	W/MB Code	G/E	LCTN
	VS0000014892 Yates Consulting Inc 611 S. Congress, Suite 100 Austin Tx 78704	512-288-4054 5122360843 elyse@influenceopinions.com	WDB	Female/Caucasian	AU
	V00000904094 Yolanda McRae 5800 Techni Center Drive #220 Austin Tx 78721	404-669-6753 info@yempromotions.com	MWDB	Female/African American	AU
91843 Environmental Consulting (INCL. SUSTAINABILITY)					
	AKY5262000 A K YOUNG ASSOC Po Box 201265 Austin Tx 78720-1265	512-476-6686 512-478-8009 General-AKYA@att.net	WB	Female/Caucasian	AU
	ACI8309805 ACI GROUP L L C 1001 Mopac Cir Ste 100 Austin Tx 78746-6804	512-347-9000 512-306-0974	WDB	Female/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	Male/Asian	AU
	ASI8308112 ASIA TRADING INC 13401 Wyoming Valley Dr Austin Tx 78727-3427	512-251-3880 chango5@sbcglobal.net	MDB	Female/Asian	AU
	ARC7068555 AUSTIN ARCHITECTURE PLUS INC 1907 N Lamar Blvd Ste 260 Austin Tx 78705-4900	512-478-0970 512-478-0920 info@austinarchplus.com	WDB	Female/Caucasian	AU
	V00000903997 AmaTerra Environmental, Inc. 4009 Banister Lane, Ste. 300 Austin Tx 78704	512-329-0031 5123290012 jmadden@amaterra.com	WDB	Female/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	Female/Caucasian	AU
	REA7089305 BETTY ROGERS 6810 Miranda Dr Austin Tx 78752-3118	512-453-0177 Betty@BettyRogers.com	WB	Female/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	Female/Caucasian	AU

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	VC0000101891 CAROLYN KELLEY 2905 Oak Crest Ave Austin Tx 78704	512-445-0431 512-857-1342 CAROLYN@CKLA.NET	WDB	Female/Caucasian	AU
	CAS7170685 CAS CONSULTING & SVCS INC 7908 Cameron Rd Austin Tx 78754	512-836-2388 512-836-4515 channys@casengineers.com	MDB	Male/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	Male/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	Male/Hispanic	SL
	COM8302232 COMPLIANCE RESOURCES INC Po Box 3000 #246 Georgetown Tx 78627-3000	512-930-7733 512-864-7629 KARAN@COMPLIANCERESOURCESINC.COM	WB	Female/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	Male/Hispanic	AU
	V00000908664 Cook-Joyce, Inc. 812 W. 11th Street Austin Tx 78701	512-474-9097 2494 elizabeth.rabaey@cook-joyce.com	WB	Female/Caucasian	AU
	VS0000009931 Cox McLain Environmental Consulting, Inc. 6010 Balcones Dr Ste 210 Austin Tx 78731	512-338-2223 512-338-2225 lorie@coxmcclain.com	WDB	Female/Caucasian	AU
	V00000904121 D. F. Noble Consulting, LLC 1185 Taylor Ranch Road Wimberley Tx 78676	512-809-8226 txdotnoble@yahoo.com	MWDB	Female/Hispanic	SL
	DIA8312233 DIANE HYATT & ASSOCIATES LLC 400 N Lowell Ln Austin Tx 78733-4207	5124135299 5123069954 dianebyatt@gmail.com	WDB	Female/Caucasian	AU
	VS0000020201 Deborah H Frankhouser 12903 Marimba Trail Austin Tx 78729	5127744753 5122335303 deborah@fourpointlighting.com	WB	Female/Caucasian	AU

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ECO7055745 ECO-SOUTHWEST ENVIRONMENTAL 12101 Fitzhugh Place Dripping Springs Tx 78620		512-423-1674 tjenn@ecosouth.com	MWDB	Female/Hispanic	SL
ENV7167715 ENVIRONMENTAL SURVEY INC Consulting 4602 Placid Pl Austin Tx 78731-5515		512-458-8531 512-458-1929 JCWALTHER@ENVIROSURVEY.COM	WB	Female/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	Female/Caucasian	AU
FRE8311925 FRED L MCGHEE & ASSOCIATES 2316 Thrasher Ln Austin Tx 78741-6622		512-275-6027 512-716-8001 FMCGHEE@FLMA.ORG	MDB	Male/African American	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	Female/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	Male/Hispanic	AU
GLE7011195 GLENROSE ENGINEERING INC Po Box 1948 Austin Tx 78767-1948		512-326-8880 LAUREN@GLENROSE.COM	WDB	Female/Caucasian	AU
VC0000103146 GO GREEN SQUADS LLC 5409 Roosevelt Ave Austin Tx 78756		512-326-9300 5123269301 SUSAN@GOGREENSQUADS.COM	WDB	Female/Caucasian	AU
V00000906830 Gamble Osgood Collaborative, LLC 4015 Avenue D Austin Tx 78751		512-203-6110 sarah.gamble@gocoaustin.com	WB	Female/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	Female/Caucasian	AU
HAY2261500 HAYNES-EAGLIN-WATERS Po Box 82448 Austin Tx 78708-2448		512-451-6600 512-879-1088 chaynes@hewaustin.com	MWDB	Female/African American	AU

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SAN2347000 HICKS & CO ENVIRONMENTAL/ARCHEOLOGICAL CONSULTANTS 1504 W 5th St Austin Tx 78703-5157		512-478-0858 512-474-1849 HICKS@HICKSENV.COM	WDB	Female/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	Female/Caucasian	AU
VS0000019796 Kathleen Zarsky 9524 Circle Drive Austin Tx 78736		512-466-6895 kathy@holoscollaborative.com	WB	Female/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	Female/Caucasian	AU
VS0000014928 Nellor Environmental Associates, Inc 4024 Walnut Clay Dr Austin Tx 78731		512-374-9330 margie@nellorenvironmental.com	WDB	Female/Caucasian	AU
VS0000036953 OFFICE FOR LOCAL ARCHITECTURE LLC 4105 Ave G Apt B Austin Tx 78751		512-786-1101 contact@ola-austin.com	WB	Female/Caucasian	AU
V00000912073 PINNACLE PROCESS SOLUTIONS INTERNATIONAL LLC 304 Cordova Cv Cedar Park Tx 78613		512-212-1166 adil@pinnacleprocess.com	MB	Male/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	Female/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	Male/Hispanic	AU
VS0000028714 Round Rock Geophysics LLC Po Box 5668 Round Rock Tx 78683		512-497-8728 Bderie@roundrockgeo.com	MB	Male/African American	SL

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DIV8319156 SALLIE BURCHETT 2003 La Casa Dr Austin Tx 78704-4720		512-473-2527 INFO@DIVAIMAGING.COM	WDB	Female/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	Female/Caucasian	AU
V00000925313 Smith Turrieta, PLLC Po Box 5902 Austin Tx 78763		5125699022 susan@smithturrieta.com	WDB	Female/Caucasian	AU
V00000913709 Studio D Consulting+Design, LLC Po Box 340183 Lakeway Tx 78734		512-970-6180 5122849651 deb@studiodconsulting.com	WDB	Female/Caucasian	AU
V00000921504 TERRA ECOSERVICES LLC 11006 Swelfling Terrace Austin Tx 78737		5122882167 hross@terraecoservices.com	WDB	Female/Caucasian	SL
VS0000013543 THE MCDONALD CONSULTING GROUP INC 3317 Lookout Lane Austin Tx 78746		512-280-7175 marymcd@mcdcg.com	WB	Female/Caucasian	AU
V00000908538 TOORAN KHOSH 3910 Galacia Dr Austin Tx 78759		512-461-5610 leavemail@yahoo.com	MWDB	Female/Asian	AU
ZAR8310784 ZARA ENVIRONMENTAL L L C 1707 Fm 1626 Manchaca Tx 78652		512-291-4555 866-908-9137 kellie@zaraenvironmental.com	WDB	Female/Caucasian	AU
VS0000022768 Zander Engineering and Consulting, Inc. 12713 Belcara Place Austin Tx 78732		512-779-3459 martha@zander-ec.com	MWB	Female/Hispanic	AU
V00000924512 fuseARCH Studio, PLLC 702 San Antonio Austin Tx 78701		5126993083 beth@fuse-arch.com	WDB	Female/Caucasian	AU
92517 Civil Engineering					
V00000907236 360 Professional Services, Inc. P.O. Box 3639 Cedar Park Tx 78630		512-354-4682 103 tammy.foster@360psinc.com	WDB	Female/Caucasian	SL

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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	Male/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	Female/Caucasian	AU
	ROD8321224 ANDREW A RODRIGUEZ 8137 Osborne Dr Austin Tx 78729-8074	512-989-3336 512-989-9192 RODZENG@AOL.COM	MDB	Male/Hispanic	AU
	ASI8308112 ASIA TRADING INC 13401 Wyoming Valley Dr Austin Tx 78727-3427	512-251-3880 chango5@sbcglobal.net	MDB	Female/Asian	AU
	AXI8316197 AXIOM ENGINEERS INC 13276 Research Blvd Ste 208 Austin Tx 78750	512-506-9335 512-506-9377 NCF@AXIOMTEXAS.COM	WDB	Female/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	Female/Caucasian	AU
	CEP8319715 BOWMAN ENGINEERING & CONSULTING INC 902 Rio Grande Austin Tx 78701	512-263-5677 214-382-9410 SHAUNA@BOWMANENGINEERS.COM	WDB	Female/Caucasian	AU
	CAS7170685 CAS CONSULTING & SVCS INC 7908 Cameron Rd Austin Tx 78754	512-836-2388 512-836-4515 channys@casengineers.com	MDB	Male/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	Male/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	Female/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	Male/African American	AU

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CRE7038055 CRESPO CONSULTING SERVICES INC 4131 Spicewood Springs Rd #B2 Austin Tx 78759-8658		512-343-6404 512-343-8120 SSTECHER@CRESPOINC.COM	MDB	Male/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	Female/Caucasian	AU
V00000908664 Cook-Joyce, Inc. 812 W. 11th Street Austin Tx 78701		512-474-9097 2494 elizabeth.rabaey@cook-joyce.com	WB	Female/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	Male/Asian	AU
V00000904121 D. F. Noble Consulting, LLC 1185 Taylor Ranch Road Wimberley Tx 78676		512-809-8226 txdotnoble@yahoo.com	MWDB	Female/Hispanic	SL
DAT8307094 DATUM GOJER ENGINEERS L L C 5929 Balcones Dr Ste 100 Austin Tx 78731		512-469-9490 erikap@datumengineers.com	MB	Male/Hispanic	AU
DAV1449500 DAVCAR INC 1010 Land Creek Cove Ste 200 Austin Tx 78746-		512-328-4428 512-306-8330 DAVID@DAVCAR.COM	MDB	Male/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	Female/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	Male/Asian	AU
VC0000102911 FAYEZ S KAZI 411 W Saint Elmo Rd Unit #1 Austin Tx 78745		512-761-6161 5127616167 fayez@civilitude.com	MDB	Male/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	Male/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	Male/Hispanic	AU
GLE7011195 GLENROSE ENGINEERING INC Po Box 1948 Austin Tx 78767-1948		512-326-8880 LAUREN@GLENROSE.COM	WDB	Female/Caucasian	AU
VS0000008581 GLOBAL ENGINEERS INC 4219 Pebblestone Trl Round Rock Tx 78665-5027		512-417-3172 512-246-2212 munirmkhan@gmail.com	MDB	Male/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	Female/Hispanic	AU
V00000907852 GarzaBury, L.L.C. 221 W. Sixth Street, Suite 380 Austin Tx 78701		512-298-3284 5122982592 rgarza@garzabury.com	MB	Male/Hispanic	AU
HAR8321937 HARKINS ENGINEERING INC 3300 Lost Oasis Hollow Austin Tx 78739-7603		512-291-8219 512-280-1462 VHARKINS@HARKINSENGINEERING.COM	WDB	Female/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	Female/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	Male/Asian	SL
VC0000102904 HILARIO N ARRIAGA 6708 Dubuque Lane Austin Tx 78723		512-926-4066 HILARIOARRIAGA@ATT.NET	MDB	Male/Hispanic	AU
HOL2400500 HOLT ENGINEERING INC 2220 Barton Skyway Austin Tx 78704-5737		512-447-8166 512-447-0852 l.holt@holteng.com	WB	Female/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	Male/Hispanic	AU

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JON8316038 JONES MCMULLEN ENGINEERING INC 1412 Payton Falls Dr Austin Tx 78754		512-914-4793 catherinemcmullen99@yahoo.com	WDB	Female/Caucasian	AU
GUE2157000 JOSE I GUERRA INC 2401 S Ih-35 Ste 210 Austin Tx 78741-3823		512-445-2090 512-445-2099 RGUERRA@GUERRA.COM	MDB	Male/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	Female/Caucasian	AU
V00000906667 KB PIKE ENGINEERING LLC 105 W Riverside Drive Suite 110 Austin Tx 78704		512-794-6787 jennifer@kbpik.com	WB	Female/Caucasian	AU
LAK8323239 LAKESIDE ENGINEERS LLC 1713 Palma Plaza Austin Tx 78703		512-472-9488 2164729488 chris.ruiz64@gmail.com	MB	Male/Hispanic	AU
V00000907693 LEAP Structures, PLLC 3001 S. Lamar Blvd Suite 230 Austin Tx 78704		512-298-3999 1 tchu@leapstructures.com	MDB	Male/Asian	AU
MAR8305101 MARTHA FERRERO JUCH P E INC 1706 Walsh Dr Round Rock Tx 78681-1434		5126334183 mfjuch@austin.rr.com	WDB	Female/Caucasian	SL
MAR3044500 MWM DESIGNGROUP INC 305 E Huntland Dr Ste 200 Austin Tx 78752		512-453-0767 512-453-1734 juliah@mwminc.com	WDB	Female/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	Male/Hispanic	AU
V00000925715 McKinney Engineering, Inc 18101 Angel Valley Dr Leander Tx 78641		5124612632 melisa.mckinney@gmail.com	WDB	Female/Caucasian	SL
V00000917073 NICOLE FRANCOIS 1008 Sundance Ridge Dripping Springs Tx 78620		512-965-8887 nfranconsulting@gmail.com	WDB	Female/Caucasian	SL

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VS0000014928 Nellor Environmental Associates, Inc 4024 Walnut Clay Dr Austin Tx 78731		512-374-9330 margie@nellorenvironmental.com	WDB	Female/Caucasian	AU
PAV8303934 PAVETEX ENGINEERING & TESTING INC 3989 Hwy 290 E Dripping Springs Tx 78620-4287		512-894-3040 512-858-2921 saraht@pavetex.com	MWDB	Female/Hispanic	SL
VS0000037698 PROFESSIONAL STRUCIVIL ENGINEERS INC 12710 Research Blvd. Suite 390 Austin Tx 78759		512-238-6422 psce@psceinc.com	MDB	Male/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	Female/Caucasian	SL
VS0000004650 RGT Engineering, Inc. 1000 Heritage Center Circle Round Rock Tx 78664		512-689-2341 512-382-6851 rgonzalez@rgtengineering.com	MDB	Male/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	Male/Hispanic	AU
V00000901562 Regional Engineering Inc. 818 Wagon Trail Suit # 102 Austin Tx 78758		512-507-9355 5126708915 reiaustx@gmail.com	MDB	Male/Asian	AU
VS0000026253 Rios Engineering, LLC 609 Irma Dr Austin Tx 78752		512-944-3023 ed@riosengineering.com	MDB	Male/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	Female/Caucasian	AU
STA8322362 STANSBERRY ENGINEERING CO. Po Box 309 Manchaca Tx 78652-0309		512-292-8000 512-292-7270 INFO@STANSBERRYENGINEERING.COM	WDB	Female/Caucasian	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	Male/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	Female/Caucasian	AU
VC0000103065 SUSAN ROTH CONSULTING LLC 4111 Tablerock Dr Austin Tx 78731		512-796-6692 SUSAN@SROTHCONSULTING.COM	WDB	Female/Caucasian	AU
VS0000030160 Seiler/Lankes Group Po Box 2186 Round Rock Tx 78680		512-785-8564 glankes@slg-eng.com	MDB	Male/Hispanic	SL
V00000925313 Smith Turrieta, PLLC Po Box 5902 Austin Tx 78763		5125699022 susan@smithturrieta.com	WDB	Female/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	Male/Hispanic	AU
VS0000022046 THOMPSON-HAMILTON ENGINEERING LLC 283 Catalina Lane Austin Tx 78737		512-791-11175 512-350-2641 admin@atlasdgn.com	MDB	Male/Hispanic	SL
TRA8311787 TRANSTEC GROUP INC 6111 Balcones Dr Austin Tx 78731-		512-451-6233 512-451-6234 DAN@THETRANSTECGROUP.COM	MDB	Male/Hispanic	AU
TRI4738850 TRICIA ALTAMIRANO Consulting Engineer Inc 1101 S Cap Of Tx Hwy Ste 210d Austin Tx 78746-6438		512-328-2203 512-327-2947 taltamirano@austin.rr.com	WB	Female/Caucasian	AU
VS0000022197 Texas Engineering Solutions, LLC 5000 Bee Caves Rd Suite 206 Austin Tx 78746		512-904-0505 205 512-904-0509 sdelgado@txengs.com	MDB	Male/Hispanic	AU

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	UNI8318182 UNINTECH CONSULTING ENGINEERS INC 3737 Executive Center Dr Ste 101 Austin Tx 78731	512-579-0722 210-641-8279 echan@unintech.com	MWB	Female/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	Female/Caucasian	AU
	V00000928407 URBAN DESIGN GROUP PC 3660 Stoneridge Rd Ste E101 Austin Tx 78746	5123470040 107 5123471311 ltoups@udg.com	WDB	Female/Caucasian	AU
	URB7038110 UTE CONSULTANTS INC 2007 S 1st Street Austin Tx 78704	512-789-5018 joan@uteconsultants.com	WDB	Female/Caucasian	AU
	VIC7091950 VICKREY & ASSOC INC 1717 W 6th St Ste 260, Hartland Plaza Austin Tx 78703	512-494-8014 512-494-8054 austin@vickreyinc.com	WDB	Female/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	Male/Asian	AU
92531 Electrical Engineering					
	V00000925196 A-PLUS POWER CONSULTING, LLC 12305 Pleasant Hill Ct Austin Tx 78738	5127314468 apluspowerconsulting@aol.com	MB	Male/Asian	SL
	V00000921397 APTUS ENGINEERING LLC 3400 Tavistock Dr Austin Tx 78748	5128504770 sujay@aptuseng.com	MB	Male/Asian	AU
	VS0000015522 AYS Engineering, LLC 203 E. Main Street Ste 204 Round Rock Tx 78664	512-961-6835 raleman@ayseng.com	MB	Male/Hispanic	SL
	VC0000101538 DOROTHY M BOTHNE 14201 Sandy Meadow Circle Leander Tx 78641	512-259-8476 512-259-8781 DBOTHNE@AUSTIN.RR.COM	WB	Female/Caucasian	SL
	VC0000101365 ELECTRIC POWER ENGINEERS INC 13101 W Highway 71, Suite 201 Austin Tx 78738	512-382-6700 866-265-0827 hballouz@epeconsulting.com	WB	Female/Caucasian	SL

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ENC1735650 ENCOTECH ENGINEERING CONSULTANTS INC 8500 Bluffstone Cove, #B-103 Austin Tx 78759		512-338-1101 101 512-338-1160 KHATAW@ENCOTECHENGINEERING.COM	MB	Male/Asian	AU
V00000907852 GarzaBury, L.L.C. 221 W. Sixth Street, Suite 380 Austin Tx 78701		512-298-3284 5122982592 rgarza@garzabury.com	MB	Male/Hispanic	AU
HUR2455500 HARUTUNIAN ENGINEERING INC 305 E Huntland Dr Ste 500 Austin Tx 78752-3730		512-454-2788 512-454-6434 PROCURE@HEIWORLD.COM	WB	Female/Caucasian	AU
JAS2584500 JASMINE ENGINEERING INC 100 Congress Ave Ste 2000 Austin Tx 78701		512-326-2900 512-326-2906 JASMINE@JASMINEENGINEERING.COM	WDB	Female/Caucasian	AU
GUE2157000 JOSE I GUERRA INC 2401 S Ih-35 Ste 210 Austin Tx 78741-3823		512-445-2090 512-445-2099 RGUERRA@GUERRA.COM	MDB	Male/Hispanic	AU
VS0000011481 Maldonado-Burkett Intelligent Transportation Systems, LLP 2205 Western Trails Blvd. Ste B Austin Tx 78745-1638		512-916-1386 ramon@mbitsgroup.com	MDB	Male/Hispanic	AU
POW8300999 POWER QUALITY ENGINEERING INC 3061 Woodall Dr Bldg A Cedar Park Tx 78613-7225		512-267-6656 512-267-0989 vbloom@pqeinc.com	MWB	Female/Hispanic	AU
V00000917037 Quality Power, LLC 407 Hurst Creek Rd. Lakeway Tx 78734		5122940885 basheerm@qualitypowerllc.com	MB	Male/Asian	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	Male/Hispanic	AU
VS0000011064 Texas Energy Engineering Services, Inc. 1301 S. Capital Of Texas Highway Suite B-325 Austin Tx 78746		512-328-2533 201 512-328-2544 Saleem@teesi.com	MDB	Male/Asian	AU

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	VS0000035423 W&D Enterprises, L.L.C. 1747 Fort Grant Dr. Round Rock Tx 78665	512-563-1720 vwinston@mavaengineering.com	 MDB	Male/African American	AU
	V00000927461 YOU SEOK SON 3517 Arvin Dr Austin Tx 78738	5129190358 pson@vitenergy.net	MB	Male/Asian	SL
92546 GEOTECHNICAL - SOILS					
	ARI8319669 ARIAS & ASSOCIATES INC 13581 Pond Springs Road Austin Tx 78729	5124285550 5124285525 eramirez@ariasinc.com	MDB	Male/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	Female/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	Male/Asian	AU
	HOL2400500 HOLT ENGINEERING INC 2220 Barton Skyway Austin Tx 78704-5737	512-447-8166 512-447-0852 l.holt@holteng.com	WB	Female/Caucasian	AU
	PAV8303934 PAVETEX ENGINEERING & TESTING INC 3989 Hwy 290 E Dripping Springs Tx 78620-4287	512-894-3040 512-858-2921 saraht@pavetex.com	MWDB	Female/Hispanic	SL
	V00000911256 Rodriguez Engineering Laboratories LLC 13809 Turbine Drive Austin Tx 78728	512-251-4454 5122511380 rodriguezlab@aol.com	MDB	Male/Hispanic	AU
92567 Mechanical Engineering					
	V00000921397 APTUS ENGINEERING LLC 3400 Tavistock Dr Austin Tx 78748	5128504770 sujay@aptuseng.com	MB	Male/Asian	AU

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VS0000015522 AYS Engineering, LLC 203 E. Main Street Ste 204 Round Rock Tx 78664		512-961-6835 raleman@ayseng.com	MB	Male/Hispanic	SL
CAS7170685 CAS CONSULTING & SVCS INC 7908 Cameron Rd Austin Tx 78754		512-836-2388 512-836-4515 channys@casengineers.com	MDB	Male/Asian	AU
CLO8320728 CLOTTEY ENGINEERING INC 210 N Kings Canyon Dr Cedar Park Tx 78613-3043		512-996-9020 512-996-9520 CCLOTTEY@CLOTTEYENGINEERING.COM	MDB	Male/African American	AU
VC0000101538 DOROTHY M BOTHNE 14201 Sandy Meadow Circle Leander Tx 78641		512-259-8476 512-259-8781 DBOTHNE@AUSTIN.RR.COM	WB	Female/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	Male/Asian	AU
VS0000031778 ENGINEERED EXTERIORS, PLLC 13740 Research Blvd. Suite C2 Austin Tx 78750		5125713530 jen@engineeredexteriors.com	WB	Female/Caucasian	AU
V00000907852 GarzaBury, L.L.C. 221 W. Sixth Street, Suite 380 Austin Tx 78701		512-298-3284 5122982592 rgarza@garzabury.com	MB	Male/Hispanic	AU
HUR2455500 HARUTUNIAN ENGINEERING INC 305 E Huntland Dr Ste 500 Austin Tx 78752-3730		512-454-2788 512-454-6434 PROCURE@HEIWORLD.COM	WB	Female/Caucasian	AU
JAS2584500 JASMINE ENGINEERING INC 100 Congress Ave Ste 2000 Austin Tx 78701		512-326-2900 512-326-2906 JASMINE@JASMINEENGINEERING.COM	WDB	Female/Caucasian	AU
GUE2157000 JOSE I GUERRA INC 2401 S Ih-35 Ste 210 Austin Tx 78741-3823		512-445-2090 512-445-2099 RGUERRA@GUERRA.COM	MDB	Male/Hispanic	AU
VS0000028414 Lackey Commercial Properties, LLC Po Box 41270 Austin Tx 78704		512-971-1201 8883817794 mwlackey@lc-cx.com	MDB	Male/Hispanic	AU

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C Code & Description	Vend Code/Adr	Phone/Fax/Email	W/MB Code	G/E	LCTN
	V00000917399 Nodal Partners, LLC 13640 Briarwick Dr. Suite 180 Austin Tx 78729	512-364-0688 128 lindsaypalinsky@beeusa.com	MB	Male/Asian	AU
	POW8300999 POWER QUALITY ENGINEERING INC 3061 Woodall Dr Bldg A Cedar Park Tx 78613-7225	512-267-6656 512-267-0989 vbloom@pqeinc.com	MWB	Female/Hispanic	AU
	STE8305142 STEINMAN LUEVANO STRUCTURES LLP 5901 Old Fredericksburg Rd B101 Austin Tx 78749	512-891-6766 512-891-6966 john@slstructures.com	MDB	Male/Hispanic	AU
	ARI0290800 THE ARIZPE GROUP INC 6330 E Hwy 290 Ste 375 Austin Tx 78723-1156	512-339-3707 512-339-3709 Robert.Arizpe@Arizpe.com	MDB	Male/Hispanic	AU
	VS0000011064 Texas Energy Engineering Services, Inc. 1301 S. Capital Of Texas Highway Suite B-325 Austin Tx 78746	512-328-2533 201 512-328-2544 Saleem@teesi.com	MDB	Male/Asian	AU
	VS0000035423 W&D Enterprises, L.L.C. 1747 Fort Grant Dr. Round Rock Tx 78665	512-563-1720 vwinston@mavaengineering.com	MDB	Male/African American	AU
92588 Structural Engineering					
	AGU8313738 AGUIRRE & FIELDS LP 12708 Riata Vista Circle Ste A-109 Austin Tx 78727	5126091507 5126108903 dave.lubitz@aguirre-fields.com	MDB	Male/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	Female/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	Male/African American	AU

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DAT8307094 DATUM GOJER ENGINEERS L L C 5929 Balcones Dr Ste 100 Austin Tx 78731		512-469-9490 erikap@datumengineers.com	MB	Male/Hispanic	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	Male/Asian	AU
VS0000031778 ENGINEERED EXTERIORS, PLLC 13740 Research Blvd. Suite C2 Austin Tx 78750		5125713530 jen@engineeredexteriors.com	WB	Female/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	Male/Asian	AU
V00000915371 G Sylva, LLC 9712 Indina Hills Dr. Austin Tx 78717		512-934-3860 gilbert.sylva@gsylva.com	MDB	Male/Hispanic	AU
V00000907852 GarzaBury, L.L.C. 221 W. Sixth Street, Suite 380 Austin Tx 78701		512-298-3284 5122982592 rgarza@garzabury.com	MB	Male/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	Male/Hispanic	AU
VS0000033389 JQ+TSEN LLC 1608 West 6th St Suite 200 Austin Tx 78703		512-474-4001 512-474-9179 stephanie.tsen@gmail.com	MWB	Female/Asian	AU
V00000913547 Kings Struarchural, Inc. 555 Round Rock West Dr Suite E227 Round Rock Tx 78681		5122717331 5122717133 patricka@kingsse.com	MDB	Male/African American	SL
VS0000037916 LAM+DCI, LLC 508 W 16th St Austin Tx 78701		512-476-2717 512-476-2714 franklam@franklaminc.com	MDB	Male/Asian	AU

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V00000907693 LEAP Structures, PLLC 3001 S. Lamar Blvd Suite 230 Austin Tx 78704		512-298-3999 1 tchu@leapstructures.com	MDB	Male/Asian	AU
VS0000029260 Oakhill Engineering, LLC 5705 Janabyrd Lane Austin Tx 78749		512-497-5256 512-747-8916 dchen@oakhillengineering.com	MDB	Male/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	Female/Caucasian	AU
VS0000037698 PROFESSIONAL STRUCIVIL ENGINEERS INC 12710 Research Blvd. Suite 390 Austin Tx 78759		512-238-6422 psce@psceinc.com	MDB	Male/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	Female/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	Male/Hispanic	AU
STR8322676 STRUCTURESPE L L P 1018 W 11th St Ste 100 Austin Tx 78703-4987		512-499-0919 512-320-8521 JERRY@STRUCTURESTX.COM	MDB	Male/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	Female/Caucasian	AU
UNI8318182 UNINTECH CONSULTING ENGINEERS INC 3737 Executive Center Dr Ste 101 Austin Tx 78731		512-579-0722 210-641-8279 echan@unintech.com	MWB	Female/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	Male/Asian	AU

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C Code & Description	Vend Code/Adr	Phone/Fax/Email	W/MB Code	G/E	LCTN
96121 Cost Estimating					
	AKY5262000 A K YOUNG ASSOC Po Box 201265 Austin Tx 78720-1265	512-476-6686 512-478-8009 General-AKYA@att.net	WB	Female/Caucasian	AU
	V00000909861 ANA D GALLO 1501 Barton Springs Rd #230 Austin Tx 78704	512-236-0868 5122360868 ana@anagallo.com	MWDB	Female/Hispanic	AU
	APP8308926 APPLIEDTECH GROUP L L C 12059 Lincolnshire Dr Austin Tx 78758-2217	512-577-2468 512-837-8603 RMORA@APPLIEDTECHGROUP.NET	MB	Male/Hispanic	AU
	BLG0714750 BLGY INC 2204 Forbes Dr Ste 101 Austin Tx 78754-5143	512-977-0390 512-977-0838	MB	Male/African American	AU
	CAS7170685 CAS CONSULTING & SVCS INC 7908 Cameron Rd Austin Tx 78754	512-836-2388 512-836-4515 channys@casengineers.com	MDB	Male/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	Male/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	Female/Hispanic	SL
	DAV1449500 DAVCAR INC 1010 Land Creek Cove Ste 200 Austin Tx 78746-	512-328-4428 512-306-8330 DAVID@DAVCAR.COM	MDB	Male/Hispanic	AU
	DIA8312233 DIANE HYATT & ASSOCIATES LLC 400 N Lowell Ln Austin Tx 78733-4207	5124135299 5123069954 dianebyatt@gmail.com	WDB	Female/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	Male/Asian	AU

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	VC0000102911 FAYEZ S KAZI 411 W Saint Elmo Rd Unit #1 Austin Tx 78745	512-761-6161 5127616167 fayez@civilitude.com	MDB	Male/Asian	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	Male/Asian	SL
	JAS2584500 JASMINE ENGINEERING INC 100 Congress Ave Ste 2000 Austin Tx 78701	512-326-2900 512-326-2906 JASMINE@JASMINEENGINEERING.COM	WDB	Female/Caucasian	AU
	MAR3044500 MWM DESIGNGROUP INC 305 E Huntland Dr Ste 200 Austin Tx 78752	512-453-0767 512-453-1734 julia@mwminc.com	WDB	Female/Caucasian	AU
	V00000915343 Majestic Services Inc 8120 North Ih 35, Suite 101 Austin Tx 78753	512-470-9221 5128363802 majesticsvinc@aol.com	WMDB	Female/African American	AU
	VS0000032495 O-SDA Industries, LLC 5714 Sam Houston Circle Austin Tx 78731	8303300762 mdeluna@o-sda.com	MWB	Female/Native American	AU
	POW8300999 POWER QUALITY ENGINEERING INC 3061 Woodall Dr Bldg A Cedar Park Tx 78613-7225	512-267-6656 512-267-0989 vbloom@pqeinc.com	MWB	Female/Hispanic	AU
	VS0000004650 RGT Engineering, Inc. 1000 Heritage Center Circle Round Rock Tx 78664	512-689-2341 512-382-6851 rgonzalez@rgtengineering.com	MDB	Male/Hispanic	SL
	RZA7006640 RZ & ASSOCIATES INC 1400 Smith Rd Ste 101b Austin Tx 78721-3563	512-386-7336 512-386-7350 aramirez@rzcomm.com	MDB	Male/Hispanic	AU
	VC0000102824 RZ COMMUNICATIONS INC 1400 Smith Rd Ste 101b Austin Tx 78721-3563	512-386-7336 512-386-7350 aramirez@rzaustin.com	MDB	Male/Hispanic	AU
	CPM8310942 SOHEIR S MICHEL Po Box 200548 Austin Tx 78720	512-474-5377 smichel@cpmconsultants.com	MWDB	Female/African American	AU

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SUN4499350 SUNLAND GROUP INC 1033 La Posada Drive Suite 370 Austin Tx 78752		512-590-7951 512-494-0406 cthompson@sunlandgrp.com	WDB	Female/Caucasian	AU
V00000925313 Smith Turrieta, PLLC Po Box 5902 Austin Tx 78763		5125699022 susan@smithturrieta.com	WDB	Female/Caucasian	AU
ETM1783000 THOMAS DUKES 9905 Fm 973 North Manor Tx 78653		512-272-4551 512-272-4546 ETMASONRY@EARTHLINK.NET	MDB	Male/African American	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	Male/Hispanic	AU
V00000905765 The Salinas Group, LLC 1706 Bouldin Ave. Austin Tx 78704		512-619-6696 5127077796 sal78704@yahoo.com	MDB	Male/Hispanic	AU
UNI8318182 UNINTECH CONSULTING ENGINEERS INC 3737 Executive Center Dr Ste 101 Austin Tx 78731		512-579-0722 210-641-8279 echan@unintech.com	MWB	Female/Asian	AU
UNI7027985 UNISM DEVELOPMENT CO INC Po Box 14145 Austin Tx 78761-4145		512-255-3726 512-255-1451 unism@sbcglobal.net	MB	Male/African American	AU
URB7038110 UTE CONSULTANTS INC 2007 S 1st Street Austin Tx 78704		512-789-5018 joan@uteconsultants.com	WDB	Female/Caucasian	AU
V00000924512 fuseARCH Studio, PLLC 702 San Antonio Austin Tx 78701		5126993083 beth@fuse-arch.com	WDB	Female/Caucasian	AU

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Vendors Outside the SLBP Area

90607 Architect Services, Professional

DUR8311134 DURAND-HOLLIS RUPE ARCHITECTS INC Building 18 San Antonio Tx 78230	210-308-0080 210-697-3309 office@dhrarchitects.com	MDB	Male/Hispanic	TX
VS0000024106 Melissa L Brand-Vokey 3044 Old Denton Dr Suite 111-249 Carrollton Tx 75007	972-741-3705 mbv@bv-arch.com	WB	Female/Caucasian	TX
V00000907873 REED FIRE PROTECTION ENGINEERING LLC 14135 Midway Road Ste. G260 Addison Tx 75001	214-638-7599 102 2146384710 droberts@reedfire.com	MDB	Male/Hispanic	TX
V00000923543 Tavkars Global Design Corp 9410 Worfield Court Sugar Land Tx 77498	2815643229 2815643229 tavkarsgdc@yahoo.com	MB	Male/Asian	TX
WES8311414 WESTEAST DESIGN GROUP L L C 200 E Grayson St Ste 207 San Antonio Tx 78215-1267	210-530-0755 210-530-9427 katherinek@westeastdesign.com	MDB	Male/Asian	TX

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	Male/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	Male/Asian	TX

90672 Recreation Facilities (Parks, Marinas, etc.)- Architectural

DUR8311134 DURAND-HOLLIS RUPE ARCHITECTS INC Building 18 San Antonio Tx 78230	210-308-0080 210-697-3309 office@dhrarchitects.com	MDB	Male/Hispanic	TX
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C Code & Description	Vend Code/Adr	Phone/Fax/Email	W/MB Code	G/E	LCTN
	V00000907873 REED FIRE PROTECTION ENGINEERING LLC 14135 Midway Road Ste. G260 Addison Tx 75001	214-638-7599 102 2146384710 droberts@reedfire.com	MDB	Male/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	Male/Asian	TX
91573 Public Information Services					
	VS0000027333 Green and Sustainable Services, LLC 2421 Amyx Ranch Drive Ponder Tx 76259	940-597-3723 9404792009 tsmith@grnserv.com	WDB	Female/Caucasian	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	Male/Hispanic	TX
91843 Environmental Consulting (INCL. SUSTAINABILITY)					
	ALA8313305 ALAMO ENVIRONMENTAL INC 12400 San Pedro Ave., Suite 200 San Antonio Tx 78216	210-404-1220 210-820-3636 jmelendez@alamo1.com	MB	Male/Hispanic	TX
	DOU7126025 DOUGHERTY SPRAGUE 3902 Industrial St Rowlett Tx 75088	972-412-8666 972-412-8660 cfranklin@dsei.com	WDB	Female/Caucasian	TX
	ENV1756650 FERKAM MANAGEMENT CORPORATION 303 E Main St Humble Tx 77338	281-446-4371 281-446-8061 FFYEPEZ@HOTMAIL.COM	MB	Male/Hispanic	TX
	GRE8308847 GREEN ENVIRONMENTAL CONSULTING INC 202 Vanderpool Lane Houston Tx 77024	713-932-8950 713-932-8950 info@green-envi.com	WB	Female/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	Female/Caucasian	TX

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	VS000008262 Gainco, Inc. P.O. Box 309 Portland Tx 78374	361-643-4378	WB	Female/Caucasian	TX
	VS0000027333 Green and Sustainable Services, LLC 2421 Amyx Ranch Drive Ponder Tx 76259	940-597-3723 9404792009 tsmith@gmserv.com	WDB	Female/Caucasian	TX
	HVJ2459750 HVJ ASSOCIATES INC 6120 S Dairy Ashford Houston Tx 770072	512-447-9081 281-933-7293 HJOHNSON@HVJ.COM	MDB	Male/African American	TX
	VS0000025710 LDP Consultants, Inc. 2115 Chantilly Ln Houston Tx 77018	832-489-9928 linda.pechacek@sbcglobal.net	WB	Female/Caucasian	TX
	V00000917162 Lynda Coker 4565 Fm 466 Seguin Tx 78155	832-715-0375 iamsafety7@gmail.com	WB	Female/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	Male/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	Female/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	Male/Hispanic	TX
	TLI8309120 TLI & ENVIRONMENTAL SVCS Po Box 482 Kempner Tx 76539-0482	254-518-4400 254-518-4447	MB	Male/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	Female/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	Male/Asian	TX

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	AVI0530500 AVIATION ALLIANCE INC Po Box 799 Colleyville Tx 76034-0799	817-498-0388 817-281-1867 Shirley@AviationAllianceInc.com	WDB	Female/Caucasian	TX
	VC0000103077 BRIONES CONSULTING & ENGINEERING LTD 8118 Broadway San Antonio Tx 78209	210-828-1431 210-828-1432 RBRIONES@BRIONESENGINEERING.COM	MDB	Male/Hispanic	TX
	VS0000022641 Chica & Associates, Inc 505 Orleans Suite 106 Beaumont Tx 77701	409-833-4343 409-833-8326 twallace@chicaandassociates.com	MDB	Male/Hispanic	TX
	VS0000032809 EBG Engineering, LLC. Po Box 104 Allen Tx 75013	9724290006 support@ebgeng.com	WDB	Female/Caucasian	TX
	VS0000014891 Eckermann Engineering, Inc. 202 Spring Ho Avenue Lampasas Tx 76550	512-556-8160 5125565122 derrek@eckermannengineering.com	MB	Male/Native American	TX
	V00000908561 Goetting Rowe Engineering, LLC 130 Regents Park San Antonio Tx 78230	210-530-7800 bkellyrowe@goettingrowe.com	WB	Female/Caucasian	TX
	HVJ2459750 HVJ ASSOCIATES INC 6120 S Dairy Ashford Houston Tx 770072	512-447-9081 281-933-7293 HJOHNSON@HVJ.COM	MDB	Male/African American	TX
	IBA7153325 IBARRA CONSULTING ENGINEERS INC 3131 Turtle Creek Blvd #1151 Dallas Tx 75219-5445	214-219-1030 214-219-1035	MWDB	Female/Hispanic	TX
	VS0000019943 JQ INFRASTRUCTURE LLC 2105 Commerce Steet Suite 200 Dallas Tx 75201	972-392-7340 214-550-2536 rmehta@jqiang.com	MDB	Male/Asian	TX
	VS0000025710 LDP Consultants, Inc. 2115 Chantilly Ln Houston Tx 77018	832-489-9928 linda.pechacek@sbcglobal.net	WB	Female/Caucasian	TX
	V00000911438 Lamb-Star Engineering, LP Suite 1000 Plano Tx 75093	214-440-3600 2144403601 john.lamb@lamb-star.com	MDB	Male/Native American	TX

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	MAE8319636 MAESTAS & ASSOCIATES INC 11550 Ih 10 W Ste 350 San Antonio Tx 78230	210-366-1988 210-366-1980 almaestas@maesce.com	MDB	Male/Hispanic	TX
	V00000914457 MHR Engineering, LLC. 16845 Blanco Road, Suite 106 San Antonio Tx 78232	210-641-0734 2104972227 hrashid@mhreng.com	MDB	Male/Asian	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	Male/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	Male/Hispanic	TX
	VS0000011185 RODS Subsurface Utility Engineering, Inc. 6810 Lee Road Suite 300 Spring Tx 77379	713-560-6933 hilda@rodssue.cc	MWDB	Female/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	Male/African American	OS
	V00000917428 TLC Engineering Inc. 8204 Westglen Drive Houston Tx 77063	713-868-6900 7138680001 tonycouncil@tlceng.com	MDB	Male/African American	TX
	V00000924928 Urban Infrastructure Group, Inc. Po Box 729 Donna Tx 78537	9564644710 9564644714 cgonzalez@uigtexas.com	MB	Male/Hispanic	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	Male/Hispanic	OS
	V00000912661 Verdunity, Inc. Suite #110 Dallas Tx 75248	214-729-8733 kristin@verdunity.com	WDB	Female/Caucasian	TX
	VS0000028307 Watearth, Inc. P.O. Box 10194 Houston Tx 77206-0194	832-444-0663 8005193774 jwalker@watearth.com	WB	Female/Caucasian	TX

92531 Electrical Engineering

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AVI0530500 AVIATION ALLIANCE INC Po Box 799 Colleyville Tx 76034-0799		817-498-0388 817-281-1867 Shirley@AviationAllianceInc.com	WDB	Female/Caucasian	TX
VS0000020957 Azcarate & Associates Consulting Engineers, LLC 7920 Belt Line Road, Suite 930 Dallas Tx 75254		214-217-9993 razcarate@aace-eng.com	MDB	Male/Hispanic	TX
CNG8321131 CNG ENGINEERING P L L C 1917 N New Braunfels Ave Ste 201 San Antonio Tx 78208-1419		210-224-8841 210-224-8824 TRAVIS.WILTSHIRE@CNGENGINEERING.COM	MDB	Male/African American	TX
VS0000022827 Ferguson Consulting, Inc. 37602 Tournament Lane Magnolia Tx 77355		281-252-9232 281-252-5355 lferguson@fci-engr.com	WDB	Female/Caucasian	TX
GUP7149060 GUPTA & ASSOC INC 13717 Neutron Road Dallas Tx 75244		972-490-7661 972-490-7125 vkgupta@gaiconsulting.com	MB	Male/Asian	TX
V00000908561 Goetting Rowe Engineering, LLC 130 Regents Park San Antonio Tx 78230		210-530-7800 bkellyrowe@goettingrowe.com	WB	Female/Caucasian	TX
VS0000014377 Mbroh Engineering Inc. 12830 Hillcrest Road Suite 111 Dallas Tx 75230		972-364-9090 972-364-9091 ambroh@mbroh.com	MDB	Male/African American	TX
VS0000037668 PGA Engineers, Inc. 13201 Northwest Freeway, Suite 800 Houston Tx 77040		713-269-3182 rpayne@pgaengineers.com	MWDB	Female/Asian	TX
V00000907873 REED FIRE PROTECTION ENGINEERING LLC 14135 Midway Road Ste. G260 Addison Tx 75001		214-638-7599 102 2146384710 droberts@reedfire.com	MDB	Male/Hispanic	TX
VS0000035278 RGM Engineering, LLC 700 N Saint Marys Suite 1225 San Antonio Tx 78205		210-299-4522 204 210-299-4525 elizabeth@rgmengineering.net	MB	Male/Hispanic	TX
SWA8303727 SWAYZER ENGINEERING INC 3102 Maple Ave Ste 450 Dallas Tx 75201-1261		2148807929 2148809005 michele.swayzer@swayzer.com	MWDB	Female/African American	TX

City of Austin Subcontract Vendor List - VCRCVS

Solicitation No.: RFQS 6100 CLMP177 Arch Svcs for Montopolis Recreation & Community Center

Version No.: 1

Phase: 1

C Code & Description	Vend Code/Adr	Phone/Fax/Email	W/MB Code	G/E	LCTN
	V00000917428 TLC Engineering Inc. 8204 Westglen Drive Houston Tx 77063	713-868-6900 7138680001 tonycouncil@tlceng.com	MDB	Male/African American	TX
	V00000924928 Urban Infrastructure Group, Inc. Po Box 729 Donna Tx 78537	9564644710 9564644714 cgonzalez@uigtexas.com	MB	Male/Hispanic	TX
92546 GEOTECHNICAL - SOILS					
	HVJ2459750 HVJ ASSOCIATES INC 6120 S Dairy Ashford Houston Tx 770072	512-447-9081 281-933-7293 HJOHNSON@HVJ.COM	MDB	Male/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	Male/Hispanic	TX
92567 Mechanical Engineering					
	VS0000020957 Azcarate & Associates Consulting Engineers, LLC 7920 Belt Line Road, Suite 930 Dallas Tx 75254	214-217-9993 razcarate@aace-eng.com	MDB	Male/Hispanic	TX
	CNG8321131 CNG ENGINEERING P L L C 1917 N New Braunfels Ave Ste 201 San Antonio Tx 78208-1419	210-224-8841 210-224-8824 TRAVIS.WILTSHIRE@CNGENGINEERING.COM	MDB	Male/African American	TX
	V00000908561 Goetting Rowe Engineering, LLC 130 Regents Park San Antonio Tx 78230	210-530-7800 bkellyrowe@goettingrowe.com	WB	Female/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	Male/Hispanic	TX
	SWA8303727 SWAYZER ENGINEERING INC 3102 Maple Ave Ste 450 Dallas Tx 75201-1261	2148807929 2148809005 michele.swayzer@swayzer.com	MWDB	Female/African American	TX
	V00000917428 TLC Engineering Inc. 8204 Westglen Drive Houston Tx 77063	713-868-6900 7138680001 tonycouncil@tlceng.com	MDB	Male/African American	TX

City of Austin Subcontract Vendor List - VCRCVS

Solicitation No.: RFQS 6100 CLMP177 Arch Svcs for Montopolis Recreation & Community Center

Version No.: 1

Phase: 1

C Code & Description	Vend Code/Adr	Phone/Fax/Email	W/MB Code	G/E	LCTN
	V00000924928 Urban Infrastructure Group, Inc. Po Box 729 Donna Tx 78537	9564644710 9564644714 cgonzalez@uigtexas.com	MB	Male/Hispanic	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	Female/Caucasian	TX
	VC0000103077 BRIONES CONSULTING & ENGINEERING LTD 8118 Broadway San Antonio Tx 78209	210-828-1431 210-828-1432 RBRIONES@BRIONESENGINEERING.COM	MDB	Male/Hispanic	TX
	VS0000032809 EBG Engineering, LLC. Po Box 104 Allen Tx 75013	9724290006 support@ebgeng.com	WDB	Female/Caucasian	TX
	IBA7153325 IBARRA CONSULTING ENGINEERS INC 3131 Turtle Creek Blvd #1151 Dallas Tx 75219-5445	214-219-1030 214-219-1035	MWDB	Female/Hispanic	TX
	VS0000019943 JQ INFRASTRUCTURE LLC 2105 Commerce Steet Suite 200 Dallas Tx 75201	972-392-7340 214-550-2536 rmehta@jqiang.com	MDB	Male/Asian	TX
	V00000919663 OUTLIER ENGINEERING INC 240 Oak Court New Braunfels Tx 78132	830-625-5947 amys@outliereng.com	WB	Female/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	Male/Hispanic	TX
	V00000917428 TLC Engineering Inc. 8204 Westglen Drive Houston Tx 77063	713-868-6900 7138680001 tonycouncil@tlceng.com	MDB	Male/African American	TX
	V00000924928 Urban Infrastructure Group, Inc. Po Box 729 Donna Tx 78537	9564644710 9564644714 cgonzalez@uigtexas.com	MB	Male/Hispanic	TX

City of Austin Subcontract Vendor List - VCRCVS

Solicitation No.: RFQS 6100 CLMP177 Arch Svcs for Montopolis Recreation & Community Center

Version No.: 1

Phase: 1

C Code & Description	Vend Code/Adr	Phone/Fax/Email	W/MB Code	G/E	LCTN
96121 Cost Estimating					
	APE8320387 APEX COST CONSULTANTS INC Suite 1105 Fort Worth Tx 76102	4697185562 214-242-2585 hracct@eudacorp.com	MB	Male/African American	TX
	AVI0530500 AVIATION ALLIANCE INC Po Box 799 Colleyville Tx 76034-0799	817-498-0388 817-281-1867 Shirley@AviationAllianceInc.com	WDB	Female/Caucasian	TX
	VS0000030471 Garza Program Management LLC 5910 North Central Expressway, Suite 1670 Dallas Tx 75206	214-346-0694 2147220695 info@garzapm.com	MDB	Male/Hispanic	TX
	HAL8322344 HALFORD BUSBY, LLC 17350 State Highway 249, Suite 110 Houston Tx 77064	281-920-1100 281-920-1123 sgnoinski@halfordbusby.com	WDB	Female/Caucasian	TX
	VS0000019943 JQ INFRASTRUCTURE LLC 2105 Commerce Steet Suite 200 Dallas Tx 75201	972-392-7340 214-550-2536 rmehta@jqiang.com	MDB	Male/Asian	TX
	PRO7148615 PROJECT COST RESOURCES Suite B230 Katy Tx 77494	281-497-4171 281-497-3522 bwilliams@pcrcost.com	WB	Female/Caucasian	TX
	SWA8303727 SWAYZER ENGINEERING INC 3102 Maple Ave Ste 450 Dallas Tx 75201-1261	2148807929 2148809005 michele.swayzer@swayzer.com	MWDB	Female/African American	TX
	WES8311414 WESTEAST DESIGN GROUP L L C 200 E Grayson St Ste 207 San Antonio Tx 78215-1267	210-530-0755 210-530-9427 katherinek@westeastdesign.com	MDB	Male/Asian	TX

Total in SLBP: 315

Total Outside SLBP: 89

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P.O. Box 3639
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Austin Tx 78720-1265

A-Plus Power Consulting, Llc
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Aan Garret-Coleman & Associates Inc
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Austin Tx 78746-6804

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Adisa Public Relations
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Aptus Engineering Llc
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Austin Tx 78748

Arias & Associates Inc
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Austin Tx 78729

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Austin Tx 78705

Asia Trading Inc
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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
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Austin Tx 78750

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Blgy Inc
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Cas Consulting & Svcs Inc
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Austin Tx 78754

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Austin Tx 78745

Civil Land Group Llc
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Round Rock Tx 78664

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Cedar Park Tx 78613-3043

Cng Engineering P L L C
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San Antonio Tx 78208-1419

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

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

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

Creative Heads Advertising Inc
7301 Ranch Rd. 620n, Ste. 155-358
Austin Tx 78726

Crespo Consulting Services Inc
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Austin Tx 78759-8658

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Chica & Associates, Inc
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Beaumont Tx 77701

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Concept Development & Planning, Llc
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Austin Tx 78746

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Environmental Survey Inc
Consulting 0
Austin Tx 78731-5515

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12329 Double Tree Lane
Austin Tx 78750

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

Energy Renewal Partners, Llc
305 Camp Craft Rd 0
Westlake Hills Tx 78746

Facilities Resource Inc
9737 Great Hills Trail 0
Austin Tx 78759

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Ferkam Management Corporation
303 E Main St
Humble Tx 77338

Frank Lam & Assoc Inc
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Future Link Technologies Inc
5184 Hwy 290 W Ste A
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Ferguson Consulting, Inc.
37602 Tournament Lane
Magnolia Tx 77355

G Sylva, Llc
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Garcia Design Inc
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Austin Tx 78758

Glenrose Engineering Inc
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Go Green Squads Llc
5409 Roosevelt Ave
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202 Vanderpool Lane
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Green Planet Inc
6371 Hwy 276 W
Royse City Tx 75189-5204

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13717 Neutron Road
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Gamble Osgood Collaborative, Llc
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Garza Program Management Llc
5910 North Central Expressway, Suite 1670
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Harutunian Engineering Inc
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Austin Tx 78752-3730

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Austin Tx 78708-2448

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Hutto Tx 78634

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Hilario N Arriaga
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Holt Engineering Inc
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Horizon Environmental Svcs Inc
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Hvj Associates Inc
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Ibarra Consulting Engineers Inc
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Jasmine Engineering Inc
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Joan S Hyde
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Jones McMullen Engineering Inc
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Jose I Guerra Inc
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Jq+Tsen Llc
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Jrb Engineering, Llc
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Kb Pike Engineering Llc
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Knudson Lp
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Karen A Mcgraw
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Austin Tx 78703

Lam+Dci, Llc
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Inc
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Medina Consulting Company Inc
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Miro Rivera Architects Inc
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Mwm Designgroup Inc
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Austin Tx 78752

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

Majestic Services Inc
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Austin Tx 78753

Maldonado-Burkett Intelligent Transportation
Systems, Llp
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Austin Tx 78745-1638

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Mckinney Engineering, Inc
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Leander Tx 78641

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Carrollton Tx 75007

Nancy Ledbetter & Associates Inc
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Pflugerville Tx 78660

Negrete & Kolar Architects Llp
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Austin Tx 78729

O-Sda Industries, Llc
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Office For Local Architecture Llc
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Outlier Engineering Inc
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New Braunfels Tx 78132

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Austin Tx 78749

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

Pavetex Engineering & Testing Inc
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Dripping Springs Tx 78620-4287

Pga Engineers, Inc.
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Pinnacle Process Solutions International Llc
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Cedar Park Tx 78613

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

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

Professional Strucivil Engineers Inc
12710 Research Blvd. 0
Austin Tx 78759

Project Cost Resources
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Katy Tx 77494

Providence Environmental Consulting Inc
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Georgetown Tx 78628-1019

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Lakeway Tx 78734

Reed Fire Protection Engineering Llc
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San Antonio Tx 78205

Rgt Engineering, Inc.
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Rjw Operations Inc
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Rmd Strategy Llc
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Rodriguez Transportation Group
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Rods Subsurface Utility Engineering, Inc.
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Spring Tx 77379

Rz & Associates Inc
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Austin Tx 78721-3563

Rz Communications Inc
1400 Smith Rd Ste 101b
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Regional Engineering Inc.
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Rifeline, Llc
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Rios Engineering, Llc
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Rodriguez Engineering Laboratories Llc
13809 Turbine Drive
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Rogers Moore Engineers, Llc
221 West 6th Street 0
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Round Rock Geophysics Llc
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The Arizpe Group Inc
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The Mcdonald Consulting Group Inc
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Transtec Group Inc
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Urban Design Group Pc
3660 Stoneridge Rd Ste E101
Austin Tx 78746

Ute Consultants Inc
2007 S 1st Street
Austin Tx 78704

Urban Infrastructure Group, Inc.
Po Box 729
Donna Tx 78537

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

Vealenzuela Preservation Studio Llc
4401 Hoffman Drive
Austin Tx 78749

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

Verdunity, Inc.
17000 Preston Road 0
Dallas Tx 75248

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

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

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

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

You Seok Son
3517 Arvin Dr
Austin Tx 78738

Yates Consulting Inc
611 S. Congress, Suite 100
Austin Tx 78704

Yolanda Mcrae
5800 Techni Center Drive #220
Austin Tx 78721

Zara Environmental L L C
1707 Fm 1626
Manchaca Tx 78652

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

Fusearch Studio, Pllc
702 San Antonio
Austin Tx 78701



FORM 1
Prime Firm General Information

Solicitation Number: CLMP177

Project Name: Pro. Arch. Svcs. for Montopolis Recreation & Community Center

Firm Legal Name: (MUST MATCH VENDOR REGISTRATION AND BE THE EXACT LEGAL NAME)	
Firm Address:	
Headquarter Address if parent company address is 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 Firm's Registration with the State of Texas	
Firm's Engineering/Architectural Registration Number:	
<i>If submitting as a joint venture, the following information is required for each joint venture firm.</i>	

Firm 1 Legal 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	
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		
<input type="checkbox"/> Yes	<input type="checkbox"/> No	If "yes", please state limits.
Commercial General Liability Insurance		
<input type="checkbox"/> Yes	<input type="checkbox"/> No	If "yes", please state limits.
Business Automobile Liability Insurance		
<input type="checkbox"/> Yes	<input type="checkbox"/> No	If "yes", please state limits.
Professional Liability Insurance		
<input type="checkbox"/> Yes	<input type="checkbox"/> No	If "yes", please state limits.

SUBCONSULTANT INFORMATION

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

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

The undersigned acknowledges receipt of the following 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: CLMP177

Project Name: Pro. Arch. Svcs. for Montopolis Recreation & Community Center

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

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

Signature: _____

Date: _____

Printed Name: _____

Title: _____

Firm/Entity: _____

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

Notary Public

My Commission Expires _____

END



FORM 3

PRIME FIRM'S EEO PROGRAM AND TITLE VI ASSURANCES

Solicitation Number: CLMP177

Project Name: Pro. Arch. Svcs. for Montopolis Recreation & Community Center

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: CLMP177

Project Name: Pro. Arch. Svcs. for Montopolis Recreation & Community Center

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 or 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.



FORM 5 AFFADVIT OF AVAILABILITY

Solicitation Number: CLMP177

Project Name Pro. Arch. Svcs. for Montopolis Recreation & Community Center

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. Prime firms who use an affiliated firm to hire staff on behalf of the prime firm must inform the City of this fact in its executive summary and explain the affiliated relationship involved between the two firms.

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 Name:

Subscribed and sworn to before me
this

day of

,20

My Commission Expires

Notary Public

END

**FORM 6
AFFIDAVIT OF CONTRACT EXECUTION**

Solicitation Number: CLMP177

Project Name: Pro. Arch. Svcs. for Montopolis Recreation & Community Center

Entities submitting qualification statements shall be prepared to be responsive to City staff following Council award in providing documents required for contract execution, including but not limited to insurance, corporate resolution, hourly rate information and non-discrimination policy. The prime firm must commit to meeting schedules and deadlines set by City staff in order to execute the contract in a timely manner. We anticipate contract execution on or before November 2015.

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

Signature: _____ Date: _____

Printed Name: _____

Title: _____

Firm/Entity: _____

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

Notary Public

My Commission Expires _____

END



**FORM 7
EXPERIENCE OF PROJECT MANAGER**

Solicitation Number: CLMP177

Project Name: Pro. Arch. Svcs. for Montopolis Recreation & Community Center

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: CLMP177

Project Name: Pro. Arch. Svcs. for Montopolis Recreation & Community Center

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: CLMP177

Project Name: Pro. Arch. Svcs. for Montopolis Recreation & Community Center

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: CLMP177

Project Name: Pro. Arch. Svcs. for Montopolis Recreation & Community Center

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	

General Conditions Table of Contents

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TEMPLATE

SECTION 1 - CONSULTANT'S RESPONSIBILITIES

1.0 General

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

1.1 Performance of Services

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.2 Laboratory Services

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

1.3 Quality Control Plan (QCP)

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

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

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

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

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

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

1.4 Basic Services

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

SECTION 2 - OWNER'S RESPONSIBILITIES

2.1 The OWNER will:

2.1.1 Provide its requirements for the PROJECT.

2.1.2 Designate the OWNER's Project Manager.

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

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

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

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

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

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

SECTION 3 - FIXED CONSTRUCTION BUDGET

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

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

3.3 Responsibility for Fixed Construction Budget

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

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

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

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

3.3.3 Bid Alternates

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

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

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

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

SECTION 4 - RESOURCE ALLOCATION PLAN (RAP)

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

4.2 Supplemental Amendments

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

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

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

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

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

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

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

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

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

SECTION 5 - COMPENSATION

5.1 Basis of Compensation

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

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

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

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

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

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5.1.3 *Compensation for Additional Services*

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

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

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

5.1.4 *Compensation for Reimbursable Expenses*

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

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

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

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

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

5.1.6 *Period of Service*

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

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

5.2 Reimbursable Expenses

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

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

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

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

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

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

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

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

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

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

5.3 Payments to the Consultant

5.3.1 *Payments for Basic Services*

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

5.3.2 *Payments for Additional Services*

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

5.3.3 *Payments Withheld*

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

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

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

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

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

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

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

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

5.3.4 *Prompt Payments*

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

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

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5.3.5 *Payment for Project Suspension or Termination*

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

SECTION 6 - INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

6.2 General Requirements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 7 - TERMINATION OF AGREEMENT

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

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

7.3 Notice to Cure.

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

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

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

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

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

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

7.5.3 If CONSULTANT makes fraudulent statements;

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

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

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

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

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

SECTION 8 - OWNER REMEDIES

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

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

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

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

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

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

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

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

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

8.4 Decisions to Withhold Payment

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

SECTION 9 - CONSULTANT REMEDIES

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

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

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

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

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

SECTION 10 - DISPUTE RESOLUTION

10.1 Filing of Claims

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

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

10.2 Alternative Dispute Resolution

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

10.2.2 Negotiating with Previously Uninvolved Personnel

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

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

10.3 Mediation

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

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

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

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

10.4 Resolution of Disputes between CONSULTANT and Subconsultant:

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

SECTION 11 - MISCELLANEOUS PROVISIONS

11.1 Owner's Right to Audit

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

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

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

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

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

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

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

11.2 Ownership and Use of Documents

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

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

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

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

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

11.3 Venue

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

11.4 Definitions

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

11.5 Severability

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

11.6 Indemnification

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

11.7 Notices

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

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

11.8 Successors and Assigns

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

11.9 Extent of Agreement

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

END

TEMPLATE

ATTACHMENT 1: RESOURCE ALLOCATION PLAN - SAMPLE (ARC)

Consultant submits as part of PSA negotiation

PM updates these fields with each pay application

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		2/28/2006			
1. Required phase submittals				0.0%	0.0%	0.0%
2. QA-QC/C submittals				0.0%	0.0%	0.0%
<i>Phase Total</i>				0.0%	0.0%	0.0%
B. Design Phase	\$0.00	3/1/2006	5/31/2006			
1. Schematic Design				0.0%	0.0%	0.0%
a. Schematic Design Docs				0.0%	0.0%	0.0%
b. Preliminary Specs				0.0%	0.0%	0.0%
c. LEED checklist				0.0%	0.0%	0.0%
2. Design Development				0.0%	0.0%	0.0%
a. Design Dev Docs				0.0%	0.0%	0.0%
b. LEED calculations				0.0%	0.0%	0.0%
c. Class B estimate				0.0%	0.0%	0.0%
3. Construction Documents				0.0%	0.0%	0.0%
a. 60% submittal				0.0%	0.0%	0.0%
b. 90% submittal				0.0%	0.0%	0.0%
c. Class A estimate				0.0%	0.0%	0.0%
d. Final bid documents				0.0%	0.0%	0.0%
4. QA-QC/C submittals				0.0%	0.0%	0.0%
<i>Phase Total</i>				0.0%	0.0%	0.0%
C. Bid-Award Execution Phase	\$0.00	6/1/2006	9/30/2006			
1. Completion of all required tasks				0.0%	0.0%	0.0%
<i>Phase Total</i>				0.0%	0.0%	0.0%
D. Construction Phase	\$0.00	10/1/2006	4/30/2007			
1. Progress reports				0.0%	0.0%	0.0%
2. Review of pay applications				0.0%	0.0%	0.0%
3. Final inspection				0.0%	0.0%	0.0%
4. Record documents				0.0%	0.0%	0.0%
<i>Phase Total</i>				0.0%	0.0%	0.0%
E. Post-Construction Phase	\$0.00	5/1/2007	5/1/2008			
1. Completion of all required tasks				0.0%	0.0%	0.0%
<i>Phase Total</i>				0.0%	0.0%	0.0%
Project Total	\$0.00			0.0%	0.0%	0.0%

PM will advise Consultant of level of detail/payment benchmarks to be used for Task Descriptions.

SAMPLE

APPROVED FIXED CONSTRUCTION BUDGET:

DATE:

ATTACHMENT 1: RESOURCE ALLOCATION PLAN

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

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

APPROVED FIXED CONSTRUCTION BUDGET: DATE OF CURRENT FCB:

ATTACHMENT 2: HOURLY RATES

DOCUMENTATION OF PROVISIONAL / OVERHEAD RATES

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

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

ADD ADDITIONAL SUBCONSULTANTS AS NEEDED

ATTACHMENT 3

QUALITY CONTROL PLAN (QCP)

Definitions

Quality Assurance

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

Quality Control

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

Constructability

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

Due Date:

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

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

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

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

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

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

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

PHASE A: PRELIMINARY PHASE		
Agreed Upon Fixed Fee Dollar Amount		
Maximum Cost		
	<i>PHASE A TOTAL</i>	
PHASE B: DESIGN PHASE		
Agreed Upon Fixed Fee Dollar Amount		
Maximum Cost		
	<i>PHASE B TOTAL</i>	
PHASE C: BID-AWARD-EXECUTION PHASE		
Agreed Upon Fixed Fee Dollar Amount		
Maximum Cost		
	<i>PHASE C TOTAL</i>	
PHASE D: CONSTRUCTION PHASE		
Agreed Upon Fixed Fee Dollar Amount		
Maximum Cost		
	<i>PHASE D TOTAL</i>	
PHASE E: POST-CONSTRUCTION PHASE		
Agreed Upon Fixed Fee Dollar Amount		
Maximum Cost		
	<i>PHASE E TOTAL</i>	
ADDITIONAL COSTS		
	<i>ADDITIONAL COSTS TOTAL</i>	
REIMBURSABLE COSTS		
	<i>REIMBURSABLE COSTS TOTAL</i>	
MAXIMUM NOT-TO-EXCEED CONTRACT AMOUNT		

CITY OF AUSTIN - MONUMENT DATA



Station: COA-001-GPS	Date Set: 5-Sep-13	Monument Type: 5/8" Rebar with ZWA cap	Date: 16-Sep-13
City: Austin	County: Travis	State: Texas	Surveyor: Brian Terrell, RPLS 5604
Project: Montopolis Park	Prepared by: BKT		Scale Factor: 1.00004815
Roadway ID: Montopolis Dr.			Field Book: 390

SOURCE MONUMENTATION		SURFACE COORDINATES	
Station: TXTA-CORS	Source: OPUS	Meters	U.S. Survey Feet
Station: TXBS-CORS	Source: OPUS	N 3065875.7148	N 10058627.2410
Station: TXBS-CORS	Source: OPUS	E 953466.1612	E 3128163.5638
Station:	Source:		
Station:	Source:		

DESCRIPTION OF MONUMENT LOCATION
 Approximately 500' west of the intersection of Montopolis Dr. and Larch Terrace; 150' south (perpendicular) from back of curb of Larch Terrace

Additional Information: 1) 106' west from NW corner of Rec. Center bldg.; 2) 116' northwest from SW corner of Rec. Center bldg.

ADJUSTED HORIZONTAL CONTROL DATA

GRID DATA				
State: Texas	NAD 83 Adjustment: 1993	Coordinates U.S. Survey Feet	Coordinates Meters	Elevation NAVD 88
Zone: 4203 Central		North: 10058142.9414 East: 3128012.9500	North: 3065728.1000 East: 953420.2540	Feet: 488.40 Meters: 148.865

GEODETTIC DATA									
Latitude:	30	13	57.06543	N	Longitude:	97	42	1.30463	W
	D	M	S			D	M	S	

Sketch	Picture
<p>1. 106' WEST, FROM THE NORTHWEST CORNER OF REC. CENTER</p> <p>2. 116' NORTHWEST, FROM THE SOUTHWEST CORNER OF THE REC. CENTER</p> <p>3. 151' SOUTHWEST FROM BACK OF CURB @ LARCH TERRACE BLDG.</p>	



CITY OF AUSTIN - MONUMENT DATA



Station: COA-002-GPS	Date Set: 5-Sep-13	Monument Type: 5/8" Rebar with ZWA cap	Date: 16-Sep-13
City: Austin	County: Travis	State: Texas	Surveyor: Brian Terrell, RPLS 5604
Project: Montopolis Park			Prepared by: BKT
			Scale Factor: 1.00004815
			Field Book: 390
Roadway ID: Montopolis Dr.			

SOURCE MONUMENTATION		SURFACE COORDINATES	
Station: TXTA-CORS	Source: OPUS	Meters	U.S. Survey Feet
Station: TXAU-CORS	Source: OPUS	N 3065816.9210	N 10058434.3482
Station: TXBS-CORS	Source: OPUS	E 953386.0053	E 3127900.5858
Station:	Source:		
Station:	Source:		

DESCRIPTION OF MONUMENT LOCATION

Approximately 125' south from the radius point of the cul-de-sac at Begonia Circle

Additional Information: 1) 50.4' feet northeast from the southeast corner of 6113 Begonia Circle; 2) 42' north, along wood fence, 27.4' east from, and perpendicular to, fence; 3) 7' north of NW corner of concrete dugout slab

ADJUSTED HORIZONTAL CONTROL DATA

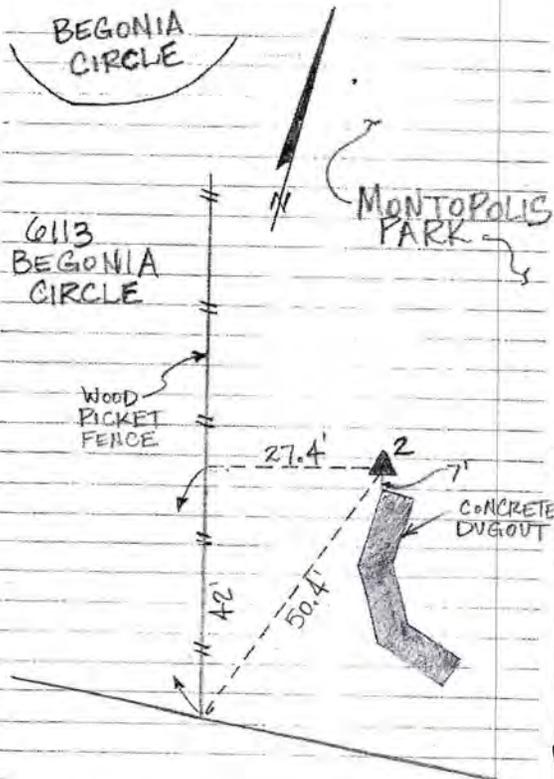
GRID DATA				
State: Texas	NAD 83 Adjustment: 1993	Coordinates U.S. Survey Feet	Coordinates Meters	Elevation NAVD 88
Zone: 4203 Central		North: 10057950.0579 East: 3127749.9846	North: 3065669.3090 East: 953340.1020	Feet: 488.67 Meters: 148.946

GEODETTIC DATA

Latitude:	30	13	55.21830	N	Longitude:	97	42	4.35347	W
	D	M	S			D	M	S	

Sketch

COA-002-GPS



Picture



COA-002-GPS





CITY OF AUSTIN - MONUMENT DATA



Station: COA-003-GPS	Date Set: 5-Sep-13	Monument Type: 5/8" Rebar with ZWA cap	Date: 16-Sep-13
City: Austin	County: Travis	State: Texas	Surveyor: Brian Terrell, RPLS 5604
Project: Montopolis Park			Prepared by: BKT
			Scale Factor: 1.00004815
			Field Book: 390
Roadway ID: Montopolis Dr.			

SOURCE MONUMENTATION		SURFACE COORDINATES	
Station: TXTA-CORS	Source: OPUS	Meters	U.S. Survey Feet
Station: TXAU-CORS	Source: OPUS	N 3065941.1810	N 10058842.0245
Station: TXBS-CORS	Source: OPUS	E 953422.6731	E 3128020.8866
Station:	Source:		
Station:	Source:		

DESCRIPTION OF MONUMENT LOCATION

From the intersection of Montopolis Drive and Larch Terrace, approximately 710' northwest along Larch Terrace

Additional Information: 1) 23.9' southwest from back of curb of Larch Terrace; 2) 13.0' west from the southwest corner of footbridge; 3) 28.5' from northeast corner of the iron fence at 6107 Larch Terrace

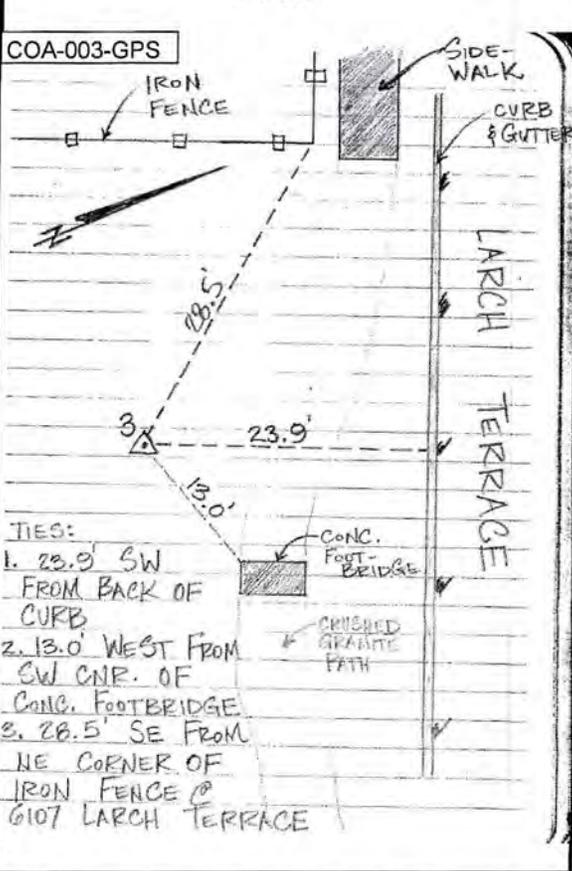
ADJUSTED HORIZONTAL GRID CONTROL DATA

GRID DATA				
State: Texas	NAD 83 Adjustment: 1993	Coordinates U.S. Survey Feet	Coordinates Meters	Elevation NAVD 88
Zone: 4203 Central		North: 10058357.7146 East: 3127870.2797	North: 3065793.5630 East: 953376.7680	Feet: 487.61 Meters: 148.624

GEODETTIC DATA

Latitude:	30	13	59.22419	N	Longitude:	97	42	2.87259	W
	D	M	S			D	M	S	

Sketch **Picture**





CITY OF AUSTIN - MONUMENT DATA



Station: COA-004-GPS		Date Set: 5-Sep-13		Monument Type: 5/8" Rebar with ZWA cap		Date: 16-Sep-13	
City: Austin		County: Travis		State: Texas		Surveyor: Brian Terrell, RPLS 5604	
Project: Montopolis Park						Prepared by: BKT	
						Scale Factor: 1.00004815	
						Field Book: 390	
Roadway ID: Montopolis Dr.							

SOURCE MONUMENTATION				SURFACE COORDINATES			
Station:	TXTA-CORS	Source:	OPUS	N E	Meters	N E	U.S. Survey Feet
Station:	TXAU-CORS	Source:	OPUS		3065857.2209		10058566.5657
Station:	TXBS-CORS	Source:	OPUS		953601.7397		3128608.3744
Station:		Source:					
Station:		Source:					

DESCRIPTION OF MONUMENT LOCATION

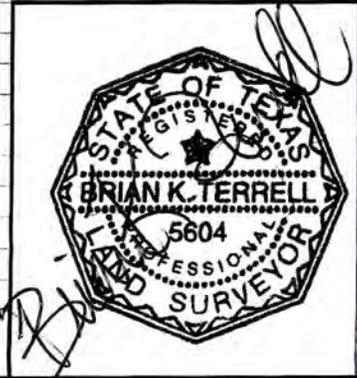
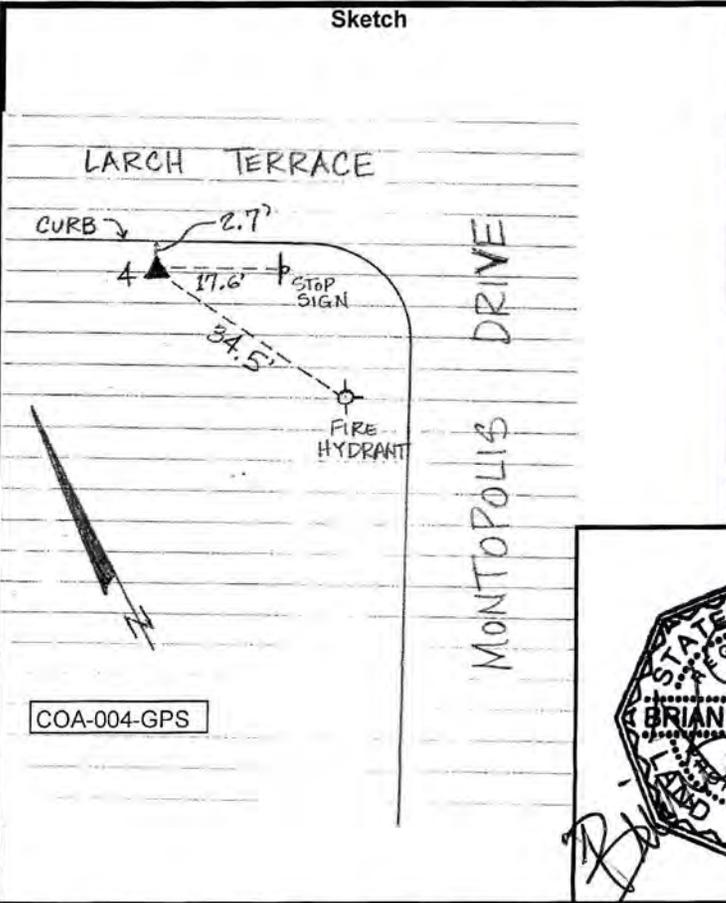
Approximately 65' west from the intersection of Montopolis Drive and Larch Terrace

Additional Information: 1) 34.5' northwest from a fire hydrant; 2) 17.6' west along Larch Terrace, from a stop sign; 3) 2.7' south from the back of curb

ADJUSTED HORIZONTAL CONTROL DATA

GRID DATA							
State: Texas	NAD 83 Adjustment: 1993	Coordinates U.S. Survey Feet		Coordinates Meters		Elevation NAVD 88	
Zone: 4203 Central		North: 10058082.2690	East: 3128457.7391	North: 3065709.6070	East: 953555.8260	Feet: 486.92	Meters: 148.414

GEODETIC DATA									
Latitude:	30	13	56.36081	N	Longitude:	97	41	56.25208	W
	D	M	S			D	M	S	





CITY OF AUSTIN - MONUMENT DATA



Station: COA-005-GPS		Date Set: 5-Sep-13		Monument Type: 5/8" Rebar with ZWA cap		Date: 16-Sep-13	
City: Austin		County: Travis		State: Texas		Surveyor: Brian Terrell, RPLS 5604	
Project: Montopolis Park						Prepared by: BKT	
						Scale Factor: 1.00004815	
						Field Book: 390	
Roadway ID: Montopolis Dr.							

SOURCE MONUMENTATION				SURFACE COORDINATES			
Station:	TXTA-CORS	Source:	OPUS	N E	Meters	N E	U.S. Survey Feet
Station:	TXAU-CORS	Source:	OPUS		3065728.2047		10058143.2850
Station:	TXBS-CORS	Source:	OPUS		953539.2217		3128403.2632
Station:		Source:					
Station:		Source:					

DESCRIPTION OF MONUMENT LOCATION

Approximately 52 feet north from the intersection of Montopolis Drive and Porter Street

Additional Information: 1) 23.1' north, and 7.4' west (perpendicular ties) from the southeast corner of the chain link fence at the southeast corner of Montoplois Park; 2) 16' west from a traffic signal pole

ADJUSTED HORIZONTAL CONTROL DATA

GRID DATA							
State: Texas	NAD 83 Adjustment: 1993	Coordinates U.S. Survey Feet		Coordinates Meters		Elevation NAVD 88	
Zone: 4203 Central		North: 10057659.0087	East: 3128252.6378	North: 3065580.5970	East: 953493.3110	Feet: 489.59	Meters: 149.227

GEODETIC DATA									
Latitude:	30	13	52.22040	N	Longitude:	97	41	58.70367	W
	D	M	S			D	M	S	

Sketch	Picture

October 11, 2013

Dan Clark, RPLS
Survey Manager
Halff Associates, Inc.
4030 West Braker Lane, Ste 450
Austin, Texas 78759-5356

Re: Montopolis Neighborhood Park Tree Identification

Dear Clark:

Please accept this correspondence in support of the proposed Montopolis Neighborhood Park improvements in Austin, Texas. Blanton & Associates' task included tree identification of mature trees within the park boundary that are 4 inches diameter at breast height or greater. A table is attached that provides the tree identification number, the species, and the size (inches in diameter at breast height) of each tree. In addition, we have provided notes on some of the trees and photographs showing representative species or conditions.

If you have any questions, please contact me or Mark Kainer by email or by phone (512) 264-1095.

Sincerely,



Kim Jenkins-Johnson
Blanton & Associates, Inc.

Attachments

MONTOPOLIS PARK TREE SURVEY

Tree ID Number	Species	Size (inches in diameter at breast height)^{1,2}	Notes
1	Crepe Myrtle (<i>Lagerstroemia indica</i>)	3, 5, 3.5	Multi-stemmed (3), Photo 1
2	Crepe Myrtle	from 1-2.5	Multi-stemmed (11), Photo 1
3	Crepe Myrtle	from 2-3.5	Multi-stemmed (8), Photo 1
4	Live Oak (<i>Quercus virginiana</i>)	5.5, 8, 6, 6	Multi-stemmed (4), Photo 2
5	Cedar Elm (<i>Ulmus crassifolia</i>)	4.5	Photo 3
6	Live Oak	19	
7	Live Oak	20	
8	Shumard Red Oak (<i>Quercus shumardii</i>)	12	Photo 4
9	Live Oak	20.5	
10	Live Oak	8.5, 7	Multi-stemmed (2)
11	Cedar Elm	8.5	
12	Cedar Elm	8	
13	Cedar Elm	11.5	
14	Hackberry (<i>Celtis laevigata</i>)	16, 18.5	Multi-stemmed (2)
15	Live Oak	8	
16	Cedar Elm	12	
17	Cedar Elm	4.5	
18	Cedar Elm	4.5	
19	Cedar Elm	4.5	
20	Live Oak	12	
21	Live Oak	7.5	
22	Live Oak	13.5	
23	Live Oak	13	
24	Live Oak	6	
25	Live Oak	7	
26	Live Oak	7.5	
27	Cedar Elm	7	
28	Cedar Elm	7.5	
29	Cedar Elm	6	
30	Live Oak	9.5, 13.5, 11.5, 10.5	Multi-stemmed (4)
31	Live Oak	3	Main-stem Cut, Photo 5
32	Live Oak	21.5,16.5	Multi-stemmed (2), Photo 6
33	Live Oak	18.5	
34	Cedar Elm	6	
35	Bur Oak (<i>Quercus macrocarpa</i>)	5	In decline Photo 7
36	Live Oak	17	
37	Live Oak	11	
38	Live Oak	11.5	
39	Crepe Myrtle	4.5, 5.5	Multi-stemmed (2)
40	Crepe Myrtle	3.5	
41	Hackberry	8	
42	Hackberry	3, 4, 2.5	Multi-stemmed (3)
43	Hackberry	4.5	
44	Live Oak	20	Tree is Dead, Photo 8
45	Live Oak	10	
46	Live Oak	12	
47	Live Oak	8	
48	Live Oak	13	

Tree ID Number	Species	Size (inches in diameter at breast height) ^{1,2}	Notes
49	Live Oak	29	
50	Live Oak	12.5	
51	Crepe Myrtle	from 1.5-3.5	Multi-stemmed (10)
52	Crepe Myrtle	from 3-5.5	Multi-stemmed (6)
53	Crepe Myrtle	from 2-4	Multi-stemmed (9)
54	Crepe Myrtle	1.5, 2, 2, 2	Multi-stemmed (4)
55	Crepe Myrtle	1.5, 2, 2, 2.5	Multi-stemmed (4)
56	Live Oak	13	
57	Shumard Red Oak	20	
58	Live Oak	10.5	
59	Live Oak	11.5	
60	Crepe Myrtle	from 1-2.5	Multi-stemmed (9)
61	Crepe Myrtle	2, 2, 2, 2.5	Multi-stemmed (4)
62	Crepe Myrtle	from 1.5-2	Multi-stemmed (6)
63	Crepe Myrtle	4	
64	Cedar Elm	8	
65	Live Oak	10	
66	Cedar Elm	3, 3.5	Multi-stemmed (2)
67	Cedar Elm	7	
68	Live Oak	3	
69	Live Oak	16.5	
70	Hackberry	20	Tree is Dead, Photo 9
71	Hackberry	4.5, 7.5, 5.5, 6.5, 7	Multi-stemmed (5)
72	Cedar Elm	5.5	
73	Crepe Myrtle	from 1.5-4.5	Multi-stemmed (9)
74	Hackberry	22	
75	Live Oak	4	
76	Pecan (<i>Carya illinoensis</i>)	6	
77	Live Oak	3	
78	Hackberry	7	Tag observed on ground
79	Hackberry	5.5	
80	Hackberry	4.5	
81	Hackberry	4.5	
82	Hackberry	4.5	
83	Hackberry	5	Tag observed on ground
84	Hackberry	4.5	
85	Hackberry	4.5, 5	Multi-stemmed (2)
86	Hackberry	4.5	
87	Crepe Myrtle	from 1-5.5	Multi-stemmed (21)
88	Crepe Myrtle	2.5, 5, 3, 5, 3.5	Multi-stemmed (5)
89	Crepe Myrtle	from 1-3.5	Multi-stemmed (29)
90	Live Oak	4.5	
91	Red Mulberry (<i>Morus rubra</i>)	2.5, 2, 2.5, 3, 2	Multi-stemmed (5)
92	Red Mulberry	3.5, 5	Multi-stemmed (2)
93	Hackberry	3, 3.5	Multi-stemmed (2), Tag missing

¹Diameter at Breast Height was measured approximately 4.5 feet above ground or just below the branch fork if well above the ground

²A range of Diameter at Breast Height is provided for multi-stemmed individuals with >5 stems

REPRESENTATIVE PHOTOGRAPHS



Photo 1 Tree Numbers 1-3 Multi-stemmed crepe myrtle trees facing east



Photo 2 Tree Number 4 Multi-stemmed live oak facing west



Photo 3 Tree Number 5 cedar elm facing east



Photo 4 Tree Number 8 Shumard red oak facing south



Photo 5 Tree Number 31 live oak with main stem cut facing west



Photo 6 Tree Number 32 large live oak between main buildings facing south



Photo 7 Tree Number 35 bur oak in decline facing southwest

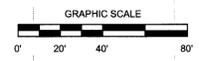


Photo 8 Tree Number 44 dead live oak facing west



Photo 9 Tree Number 70 dead hackberry facing northeast

SANTIAGO DEL VALLE GRANT



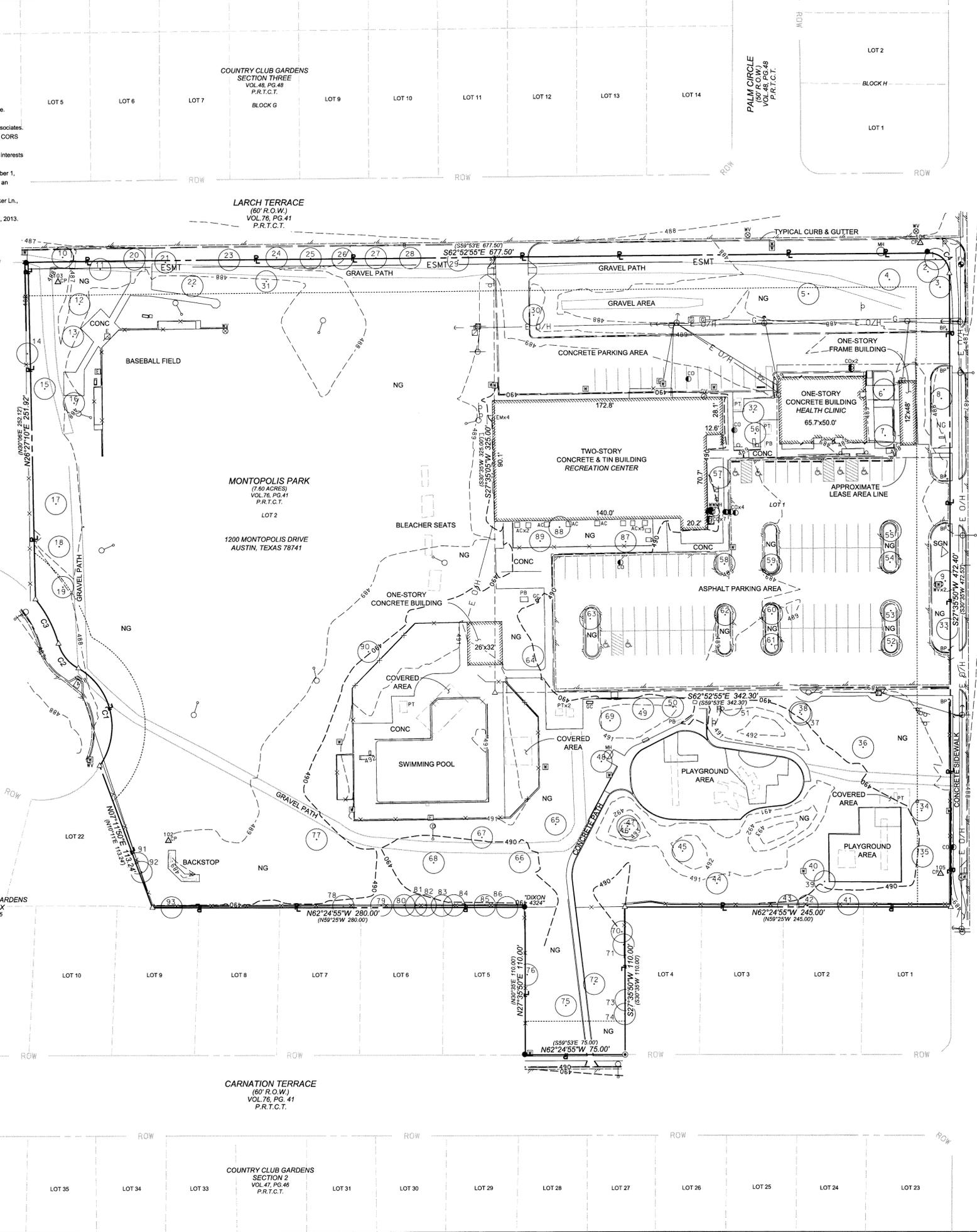
- NOTES:**
- The bearings shown hereon are based upon the Texas Coordinate System of 1983, Central Zone.
 - All distances shown hereon are surface values expressed in U.S. Survey Feet.
 - The Grid to Surface adjustment scale factor is 1.00004815 as provided by Zamora-Warrick & Associates.
 - The project control was established using GPS and derived using OPUS solutions sourced from CORS stations TXA, TXAU, and TXBS as provided by Zamora-Warrick & Associates.
 - This survey was prepared for topographic purposes and is not to be used to convey or establish interests in real property.
 - The seal appearing on this document was authorized by Dan H. Clark, RPLS # 6001 on November 1, 2013. Alteration of a sealed document without proper notification to the responsible surveyor is an offense under the Texas Regulation of Land Surveying and related Practices Act.
 - The original copy of this drawing is on file at the offices of Half Associates, Inc. 4030 West Braker Ln., Suite 410 Austin, Texas 78759, TBPLS FIRM NO. 10029607.
 - For tree information see detailed identification list by Blanton & Associates, Inc. dated October 11, 2013.

CURVE TABLE

CV. NO.	DELTA	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	95°44'09"	50.00'	83.55'	74.16'	N 15°11'05" W
(C1)		(50.00)	(83.54)	(74.16)	(N 15°11' E)
C2	46°34'25"	30.00'	24.39'	23.72'	N 11°23'55" W
(C2)		(30.00)	(24.39)	(23.72)	(N 09°24' W)
C3	27°56'40"	89.81'	37.53'	37.26'	N 07°04'55" W
(C3)		(89.81)	(37.54)	(37.26)	(N 02°59' E)
C4	90°27'03"	15.00'	23.68'	21.30'	S 17°38'55" W
(C4)		(15.00)	(23.68)	(21.30)	(N 14°39' W)

LEGEND:

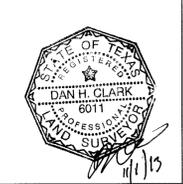
- △ CALCULATED POINT
- 1/2" IRON ROD FOUND UNLESS OTHERWISE NOTED
- IRON PIPE FOUND
- △ CP CONTROL POINT
- AC MAILBOX
- AC AIR CONDITIONING PAD
- EB ELECTRIC BOX
- EM ELECTRIC METER
- EP POWER POLE
- EW GUY WIRE
- TS TRAFFIC SIGNAL POLE
- LP LIGHT POLE
- WV WATER VALVE
- WM WATER METER
- FH FIRE HYDRANT
- GV GAS VALVE
- GM GAS METER
- CO CLEAN OUT
- MH MANHOLE
- SN SIGN
- BP BOLLARD
- PB PARK BENCH
- PT PICNIC TABLE
- GC GAS CAN
- NG NATURAL GROUND
- CONC CONCRETE PAVEMENT
- AS ACCESSIBLE PARKING SPACE
- UG UNDERGROUND GAS LINE MARK
- OH OVERHEAD UTILITY LINE
- FENCE
- EA EDGE OF ASPHALT PAVEMENT
- SL SUBDIVISION LOT LINE
- ROW STREET RIGHT-OF-WAY LINE
- PL PROPERTY LINE
- ES 10' PUBLIC UTILITY EASEMENT CENTERLINE VOL.2811, PG.374 D.R.T.C.T.
- 25' BUILDING SETBACK LINE VOL.76, PG.41 P.R.T.C.T.
- AL APPROXIMATE LEASE AREA LINE DOC.NO. 2009048236 O.P.R.T.C.T.
- TREE
- () DENOTES RECORD CALLS
- () D.R.T.C.T. DEED RECORDS OF TRAVIS COUNTY, TEXAS
- () P.R.T.C.T. PLAT RECORDS OF TRAVIS COUNTY, TEXAS
- () O.P.R.T.C.T. OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS



TOPOGRAPHIC SURVEY
 MONTOPOLIS PARK
 SANTIAGO DEL VALLE GRANT
 TRAVIS COUNTY, AUSTIN, TEXAS



Revision No.	Date	Description



Project No.:	28114 - WO03
Issued:	11/01/13
Drawn By:	EAP
Checked By:	DHC
Scale:	1" = 40'
Sheet Title	V201-TS-28114-WO03.dgn
Sheet Number	01

ATTACHMENT D - MONTOPOLIS SURVEY SUPPORTING DOCUMENTS

Travis CAD

Property Search Results > 288211 CITY OF AUSTIN for Year 2013

Property

Account

Property ID: 288211 Legal Description: LOT 1&2 MONTOPOLIS PARK
 Geographic ID: 0307150831 Agent Code:
 Type: Real
 Property Use Code:
 Property Use Description:

Location

Address: 1200 MONTOPOLIS DR Mapsco: 616S
 TX
 Neighborhood: FORMERLY FEXMP Map ID: 030711
 Neighborhood CD: _FEXMP

Owner

Name: CITY OF AUSTIN Owner ID: 100073
 Mailing Address: PO BOX 1088 % Ownership: 100.0000000000%
 AUSTIN, TX 78767-1088
 Exemptions: EX-XV

2009048236
76 P.11 Plat

Values

(+) Improvement Homesite Value: + \$0
 (+) Improvement Non-Homesite Value: + \$0
 (+) Land Homesite Value: + \$0
 (+) Land Non-Homesite Value: + \$96,450 Ag / Timber Use Value
 (+) Agricultural Market Valuation: + \$0 \$0
 (+) Timber Market Valuation: + \$0 \$0

 (=) Market Value: = \$96,450
 (-) Ag or Timber Use Value Reduction: - \$0

 (=) Appraised Value: = \$96,450
 (-) HS Cap: - \$0

 (=) Assessed Value: = \$96,450

Taxing Jurisdiction

Owner: CITY OF AUSTIN
 % Ownership: 100.0000000000%
 Total Value: \$96,450

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
02	CITY OF AUSTIN	0.502900	\$96,450	\$0	\$0.00
03	TRAVIS COUNTY	0.500100	\$96,450	\$0	\$0.00
06	DEL VALLE ISD	1.530000	\$96,450	\$0	\$0.00
0A	TRAVIS CENTRAL APP DIST	0.000000	\$96,450	\$0	\$0.00
2J	TRAVIS COUNTY HEALTHCARE DISTRICT	0.078946	\$96,450	\$0	\$0.00
68	AUSTIN COMM COLL DIST	0.095100	\$96,450	\$0	\$0.00
Total Tax Rate:		2.707046			
				Taxes w/Current Exemptions:	\$0.00
				Taxes w/o Exemptions:	\$2,610.95

Improvement / Building

No improvements exist for this property.

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	LAND	Land	6.4300	280090.80	0.00	0.00	\$96,450	\$0

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2014	N/A	N/A	N/A	N/A	N/A	N/A
2013	\$0	\$96,450	0	96,450	\$0	\$96,450
2012	\$0	\$96,450	0	96,450	\$0	\$96,450
2011	\$0	\$96,450	0	96,450	\$0	\$96,450
2010	\$0	\$96,450	0	96,450	\$0	\$96,450
2009	\$0	\$96,450	0	96,450	\$0	\$96,450

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	3/19/1974	WD	WARRANTY DEED	MONTOPOLIS COMMUNITY CENTER	CITY OF AUSTIN	04865	00781	
2	7/11/1973	WD	WARRANTY DEED		REICHER L J	00000	00000	
3	7/11/1973	WD	WARRANTY DEED	REICHER L J	MONTOPOLIS COMMUNITY CENTER	00000	00000	

Questions Please Call (512) 834-9317

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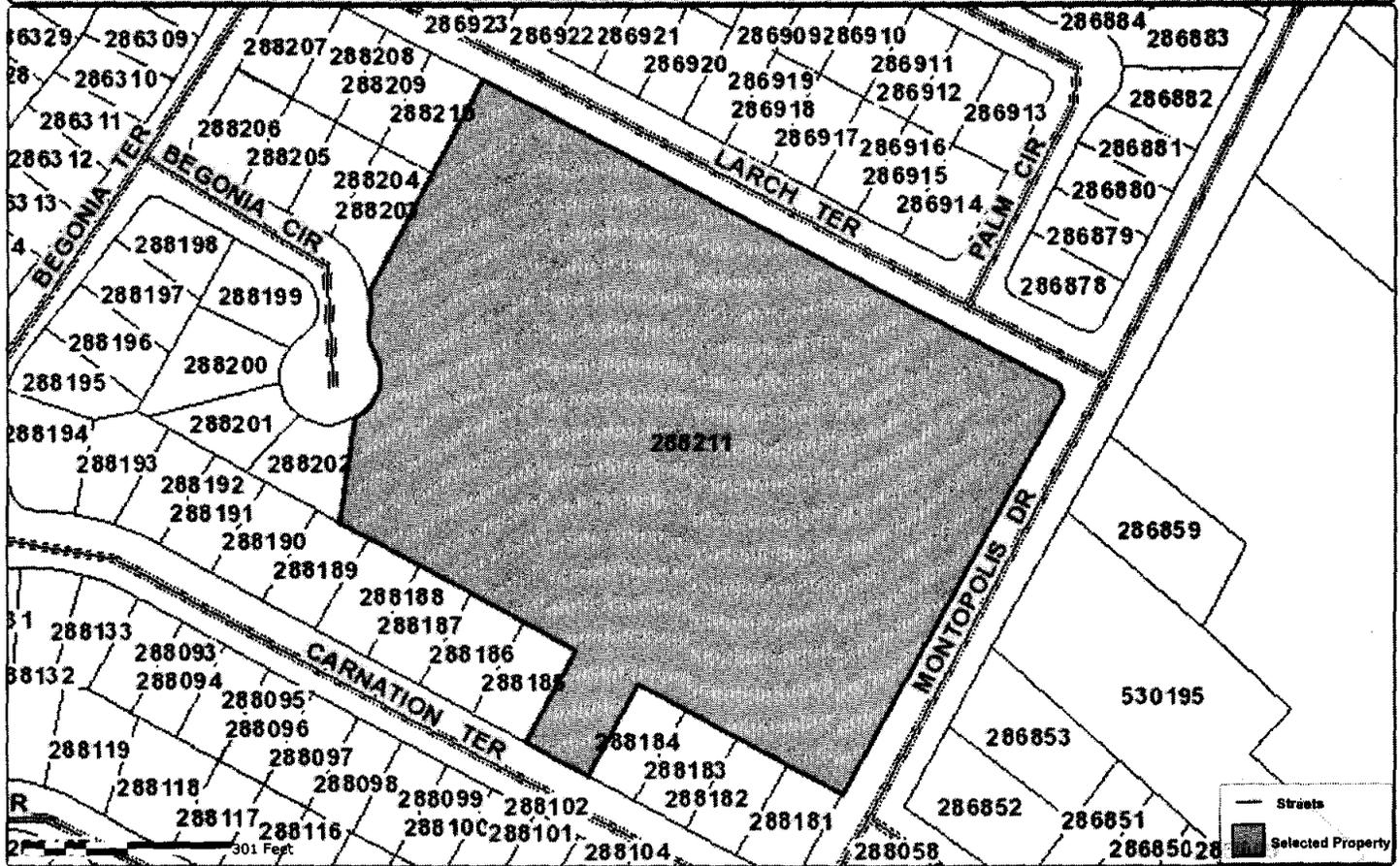
Website version: 1.2.2.3

Database last updated on: 8/6/2013 3:49 AM

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This site only supports Internet Explorer 6+, Netscape 7+ and Firefox 1.5+.

Travis CAD - Map of Property ID 288211 for Year 2013



Property Details

Account

Property ID: 288211
 Geo ID: 0307150831
 Type: Real
 Legal Description: LOT 1&2 MONTOPOLIS PARK

Location

Situs Address: 1200 MONTOPOLIS DR TX
 Neighborhood: FORMERLY FEXMP
 Mapsco: 616S
 Jurisdictions: 0A, 02, 03, 06, 2J, 68

Owner

Owner Name: CITY OF AUSTIN
 Mailing Address: , PO BOX 1088, , AUSTIN, TX 78767-1088

Property

Appraised Value: \$96,450.00

<http://propaccess.traviscad.org/Map/View/Map/1/288211/2013>

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PropertyACCESS

www.trueautomation.com

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Oct. 26, '77 RCCHA 919 * 10.00

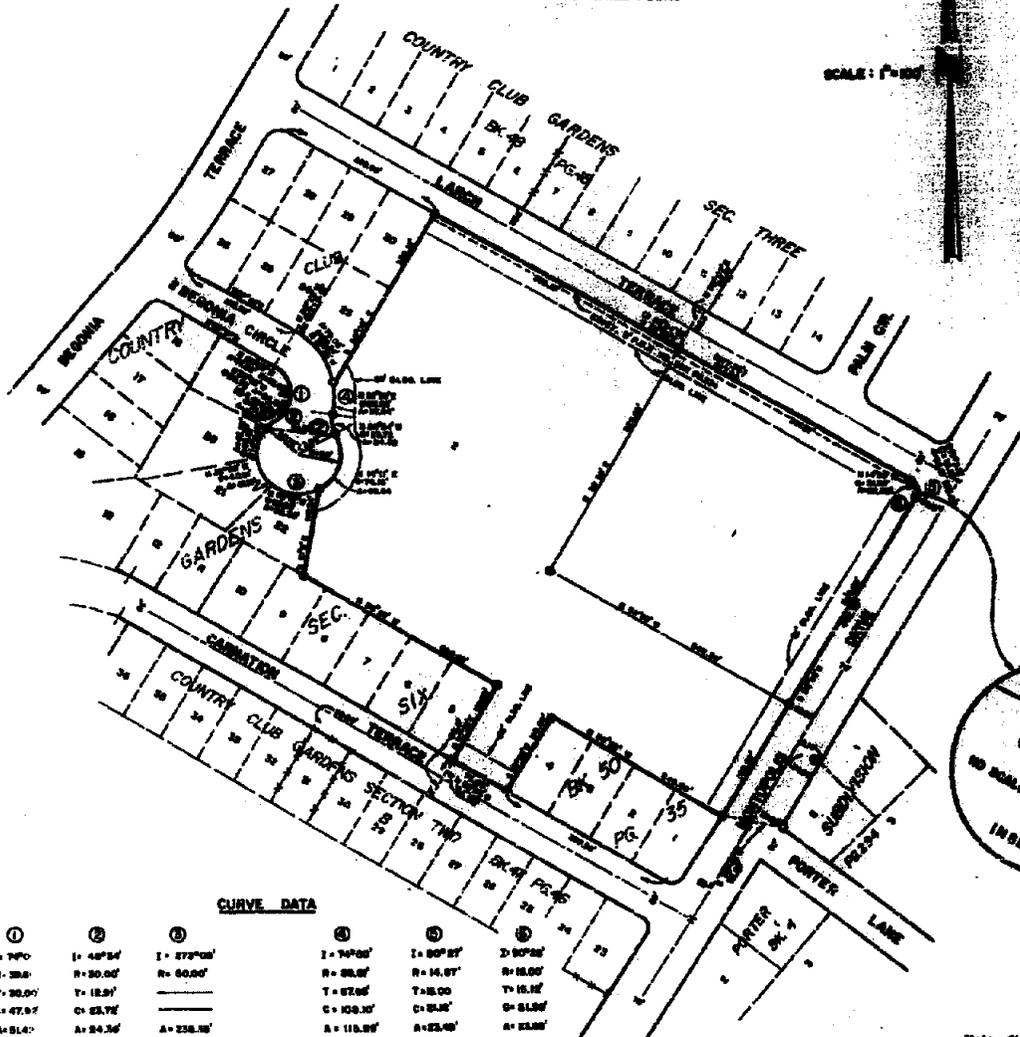
DRAINAGE NOTE

PRIOR TO CONSTRUCTION OF THIS SUBDIVISION, DRAINAGE PLANS WILL BE SUBMITTED TO THE CITY OF AUSTIN ENGINEERING DEPARTMENT FOR APPROVAL. RAINFALL RUNOFF RATES SHALL BE HELD TO AN AMOUNT EQUAL TO THAT OF THE UNDEVELOPED STATE THROUGH THE USE OF PONDING OR OTHER APPROVED METHODS.

LEGEND

- STEEL PIN FOUND
- STEEL PIN SET
- X-X- FENCE
- × 60 D NAILS FOUND

SCALE: 1"=40'



CURVE DATA

①	②	③	④	⑤	⑥
I = 74°0'	I = 48°54'	I = 87°00'	I = 74°00'	I = 80°27'	I = 80°27'
R = 38.8'	R = 30.00'	R = 60.00'	R = 38.8'	R = 14.87'	R = 14.87'
T = 30.00'	T = 18.9'	T = 67.26'	T = 37.26'	T = 16.00'	T = 15.12'
C = 47.57'	C = 25.72'	A = 238.16'	C = 108.30'	C = 24.81'	C = 24.81'
A = 51.4'	A = 24.36'		A = 118.97'	A = 25.40'	A = 25.40'

⑦ Record
 D = 80°30'
 R = 14.87'
 T = 16.00'
 C = 24.81'
 A = 25.40'

Note: Shading required on Montopolis Drive, Lane Terrace and Sarabon Terrace.

MONTOPOLIS PARK

THE ST
COUNT

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QCTE
Secret

[Signature]
Deputy

THE
COUNT

Instru
A. P.
R. N.

[Signature]
Deputy

THIS

7-64-0176

THE STATE OF TEXAS:
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS: That the City of Austin, Travis and Williamson Counties, Texas, a municipal corporation, organized and existing under the laws of the State of Texas, and acting hereby and through its City Manager, Don H. Davidson, does hereby dedicate 200 acres of land out of the Santiago del Valle Grant in the City of Austin, Travis and Williamson Counties, Texas, and which 200 acres of land were conveyed to the City of Austin by warranty deed of record in Volume 4832 of Page 378 and by warranty deed of record in Volume 4832 of Page 781 of the Public Records of Travis County, Texas; to be known as BLISSWOOD-OLIVE PARK and does hereby dedicate to the public the streets and easements shown hereon.

WITNESS THE SEAL of said City of Austin and the hand of its City Manager, this the 26th day of October, A.D. 1977

ATTEST:
Grace Moore
Grace Moore, City Clerk



CITY OF AUSTIN
Don H. Davidson
Don H. Davidson, City Manager

BEFORE ME the undersigned authority, a Notary Public in and for the State and County aforesaid, on this day personally appeared Don H. Davidson, City Manager of the City of Austin, known to me to be the person whose name is subscribed to the foregoing instrument, and he acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said City of Austin, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 26th day of October, A.D. 1977

Janet R. Perkins
Notary Public in and for Travis County, Texas

APPROVED FOR ACCEPTANCE on this the 25th day of OCTOBER, A.D. 1977

Richard R. Little
Richard R. Little, Director of Planning

ACCEPTED AND AUTHORIZED FOR RECORD by the Planning Commission of the City of Austin, this the 25th day of OCTOBER, A.D. 1977

Secretary: Mike Gilgore

Chairman: Minnie J. ...

Mike Gilgore
Deputy

Doris Shropshire
Doris Shropshire, Clerk, County Court, Travis County, Texas

FILED FOR RECORD at 4:04 o'clock P. M., this the 26 day of October, A.D. 1977

THE STATE OF TEXAS:
COUNTY OF TRAVIS:

I, Doris Shropshire, Clerk of the County Court within and for the County and State aforesaid, do hereby certify that the foregoing instrument of writing, with its Certificate of Authentication was filed for record in my office on the 26 day of Oct, A.D. 1977, at 4:02 o'clock P. M., and duly recorded on the 26 day of Oct, at 4:02 o'clock P. M., A.D. 1977, in the Plat Records of said County and State in Plat Book 76 at Page 161.

WITNESS MY HAND AND SEAL OF THE COUNTY COURT of said County the day last written above.
Mike Gilgore
Deputy



Doris Shropshire
Doris Shropshire, Clerk, County Court, Travis County, Texas

as Monitors
of Correction

THIS IS TO CERTIFY THAT AUSTIN CITY CODE CHAPTER 23.27 OF 1964 HAS BEEN COMPLIED WITH.

Surveyed by:
THE CITY OF AUSTIN ENGINEERING DEPARTMENT
MAPPING DIVISION

Marvin S. Shelton 8-15-77
Marvin S. Shelton Date
Registered Public Surveyor

THE STATE OF TEXAS }
COUNTY OF TRAVIS }

390

KNOW ALL MEN BY THESE PRESENTS:

350
700 RW

That I, Edward W. Joseph, of Austin, Travis County, not joined by my wife for the reason that no part of the hereinafter described property is used, claimed or actually occupied by us as our home-
stead, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS cash to me in hand paid by the Grantee hereinafter named, the receipt of which is hereby acknowledged and confessed, and the assumption of a certain Vendor Lien Note together with a deed of trust in the amount of Forty Four Thousand Seven Hundred Eighty Dollars, (\$44,780.00) to be paid in accordance with the agreements contained in said note and deed of trust, and made payable to the order of MARY CLOUD HOWARD, RYAN M. HOWARD and GENE HOWARD, at Austin, Travis County, Texas, plus interest as in said note provided, in annual install-
ments as follows: The sum of \$14,926.66 on or before May 2, 1963; the sum of \$14,926.67 on or before May 2, 1964; and the sum of \$14,926.67 on or before May 2, 1965. Said note contains the usual provisions for accelerated maturity and attorney's fees in the event of default and is additionally secured by Deed of Trust with power of sale, of even date herewith, to E. H. SMARTT, Trustee;

HAVE GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto MOST REVEREND L. J. REICHER, Bishop of Austin, Travis County, Texas, all that certain lot, tract or parcel of land lying and being situated in Travis County, Texas, and known and de-
scribed as follows, to-wit:

74.78 acres of land, being a portion of a 60.0 acre tract out of the Santiago Del Valle Grant as described in a deed from Richard Wilbur Dodd, et ux, to Eugene Howard, dated August 7, 1939, and recorded in Book 628, Page 33, Travis County Deed Records, and being a portion of a 15.23 acre, a portion of the Santiago Del Valle Grant as described in a deed from Richard Wilbur Dodd, et ux, to Eugene Howard, dated April 27, 1940, as recorded in Book 643, Page 461, Travis County Deed Records, all in Travis County, Texas, and being a portion of a 131.41 acre tract, a portion of the Santiago Del Valle Grant in Travis County, Texas, said 131.41 acre tract being Lot #5 of the sub-division of the John T. Miller Upper-Farm, as set apart to Monroe Miller,

Ella Whitis, and Clara Miller by a decree of partition, Cause #837, October 14, 1891, as recorded in Minute Book "S", Page 412, Probate Records, Travis County, Texas, said Lot #5 being also described as Tract "E", in the report of The Commissioners of Partititon, Cause #58,750, styled Shirley Louise Powell, Et Al Vs. Bonita Richards Guajardo, Et Al, as recorded in the Civil Minutes of The District Court of Travis County, Texas, in Book 59, Page 520; said Lot #5 being also described as Fifth Tract, all of Tract "E", described as 131.41 acres in a partition agreement, dated March 18, 1938, Mrs. J. D. Carroll, Et al, to and with each other, as recorded in Book 609, Page 85, Travis County Deed Records, as surveyed for Eugene Howard, Jr. by the Metcalfe Engineering Company, 1710 Eva Street, Austin, Texas, being the same lands conveyed by the above described deeds from Richard Wilbur Dodd, et ux, to Eugene Howard of record in Book 628, Page 33, and in Book 643, Page 461, Travis County Deed Records, save and except .263 acres more or less described in Right-of-Way Deed from Eugene Howard to Travis County, Texas, dated August 26, 1949, and of record in Book 989, Page 333, Travis County Deed Records.

Beginning at an iron stake at corner of fence for the most northerly northwest corner of Lot #5, a 131.41 acre tract, being a portion of the Santiago Del Valle Grant in Travis County, Texas, out of the subdivision of the John T. Miller Upper-farm, as set apart to Monroe Miller, Ella Whitis, and Clara Miller by a decree of partition, Cause #837, rendered October 14, 1891, as recorded in Minute Book "S", Page 412, Probate Records, Travis County, Texas, said Lot #5 being also described as Tract "E" in the Report of the Commissioners and final decree of Partition, Cause #58,750, styled Shirley Louise Powell, et al vs. Bonita Richards Guajardo, et al, as recorded in Book 59, Page 520 of the Civil Minutes of the District Court of Travis County, Texas, said Lot #5 being also described as Fifth Tract, all of Tract "E", described as 131.41 acres, in a Partition Agreement, dated March 18, 1938, Mrs. J. D. Carroll, et al, to and with each other, as recorded in Book 609, Page 85, Travis County Deed Records, said iron stake at corner of fence being also an ell corner of Tract #4 as set apart to Lilla Westlake in the said Cause #837, said iron stake at corner of fence, being also the northwest corner of a 60.0 acre tract, a portion of the said Lot #5 of the subdivision of the John T. Miller Upper-farm as described in a deed from Richard Wilbur Dodd, et ux, to Eugene Howard, dated August 7, 1939, and recorded in Book 628, Page 33, Travis County Deed Records, said iron stake being identified by one of its' original bearing trees, a 36" Live Oak (remarked x in 1936) bears S 39° 20' W 186.4 varas or 517.78 feet;

THENCE with the north line of said Lot #5, being also the most easterly south line of the said Lilla Westlake Lot #4, being also the north line of the said Eugene Howard 60.0 acre tract as fenced and used upon the ground, S 60° 23' E (formerly used as S 60° 35' E, the bearings differ due to basis of variations used, but the line upon the ground is the one and same), at 935.56 feet passing the most northerly southeast corner of the said Lilla Westlake Lot #4 and the southwest corner of a 40.0 acre tract set apart to A. C. Hill in said Cause #837, in all 1939.11 feet to an iron stake in the west line of Montopolis Drive, as fenced and used upon the ground;

THENCE with the west line of Montopolis Drive as fenced and used upon the ground, S 30° 00' W at 1339.81 feet crossing the south line of the said 60.0 acre tract and the north line of a 15.23 acre tract, a portion of said Lot #5 as described in a deed from Richard Wilbur Dodd, et ux, to Eugene Howard, dated April 27, 1940, as recorded in Book 643, Page 461, Travis County Deed Records, in all 1684.96 feet to an iron stake at the intersection of the south line of the said 15.23 acre tract with the west line of Montopolis Drive and the north line of Fairway Street as shown on a map or plat of the C. L. Angell Addition as recorded in Book 793, Page 442, Travis County Deed Records, as fenced and used upon the ground;

THENCE with the South line of the said 15.23 acre tract and the north line of Fairway Street as fenced and used upon the ground, North 60° 08' W 1936.52 feet to an iron stake at corner of fence for the southwest corner of the said 15.23 acre tract, in the west line of said Lot #5 of 131.41 acres, and being also the most southerly east line of the Lilla Westlake Lot #4 as fenced and used upon the ground;

THENCE with the west line of the said 15.23 acre tract and the west line of the said 60.0 acre tract, being also the west line of said Lot #5 of 131.41 acres and the most southerly east line of the said Lilla Westlake Lot #4 as fenced and used upon the ground, N 29° 56' E at 336.50 feet passing the northwest corner of the said 15.23 acre tract and the southwest corner of the said 60.0 acre tract, in all 1677.00 feet to the place of the beginning, containing 74.78 acres of land;

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging unto the Grantee above named, his heirs or assigns, forever. And we do hereby bind ourselves, our heirs, executors and administrators, to WARRANT AND FOREVER DEFEND, all and singular, the said premises unto the said Grantee, his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, subject, however, to all valid restrictions and easements which are of record applicable to the property hereby conveyed.

But it is expressly agreed and stipulated that the vendor's lien is retained against the above described property, premises and improvements until the indebtedness above mentioned and described, as evidenced by the hereinbefore described note, principal and interest, is fully paid according to its face and tenor, effect and reading, when this deed shall become absolute.

WITNESS MY HAND this 29 day of October, A.D. 1962.

Edward W. Joseph
EDWARD W. JOSEPH

THE STATE OF TEXAS }
COUNTY OF TRAVIS }

BEFORE ME, the undersigned authority, on this day personally appeared EDWARD W. JOSEPH, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 29 day of October, A.D. 1962.

Karla Schuchmacher
NOTARY PUBLIC, TRAVIS COUNTY, TEXAS

Filed Nov. 2 1962 at 11:40 M.
Recorded Nov. 6 1962 at 9:40 M.

WARRANTY DEED

7306.02

450 91-4647

THE STATE OF TEXAS

1974 FEB 12 11:50

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS

That MONTOPOLIS COMMUNITY CENTER, INC., of Travis County, State of Texas, acting herein by and through its duly authorized officers, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, to Grantors in hand paid by the City of Austin, Texas, the receipt and sufficiency of which is hereby acknowledged and confessed, and for which no lien, expressed or implied, is retained, have this day Granted, Sold and Conveyed, and by these presents do hereby Grant, Sell and Convey, unto the said City of Austin, a municipal corporation situated in Travis County, Texas, the following described property, to-wit:

All that certain tract, piece or parcel of land, lying and being situated in the County of Travis, State of Texas described in EXHIBIT "A" attached hereto and made a part hereof for all purposes, to which reference is here made for a more particular description of said property.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said City of Austin, its successors and assigns forever; and Grantors, whether one or more, do hereby bind ourselves, our heirs, executors, administrators, successors and assigns to warrant and forever defend all and singular the said premises unto the said City of Austin, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, Grantors have caused this instrument to be executed on this 12 day of February, 1974.

MONTOPOLIS COMMUNITY CENTER, INC.

By Robert Perez, President

(CORPORATE SEAL)

ATTEST: Fred Underwood, C.S.C. Secretary

DEED RECORDS Travis County, Texas

4833 873

EXHIBIT "A"

91-4648

Montopolis Community Center, Inc.

to
The City of Austin

FIELD NOTES

FIELD NOTES FOR 2.55 ACRES OF LAND, SAME BEING OUT OF AND A PART OF THAT CERTAIN 74.78 ACRE TRACT OF LAND OUT OF THE SANTIAGO DEL VALLE GRANT IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS, WHICH CERTAIN 74.78 ACRE TRACT OF LAND WAS CONVEYED TO MOST REVEREND L.J. REICHER, BISHOP OF AUSTIN, BY WARRANTY DEED DATED OCTOBER 29, 1962, OF RECORD IN VOLUME 2526 AT PAGE 525 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS; SAID 2.55 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a steel pin at the southeast corner of the herein described tract of land, same being a point in the west line of Montopolis Drive, and from which point of beginning the northeast corner of Lot 1, Country Club Gardens, Section 6, a subdivision of record Book 50 at Page 35 of the Plat Records of Travis County, Texas, bears S 30° 35' W 162.57 feet;

THENCE, N 59° 53' W 342.30 feet to a steel pin at the southwest corner of the herein described tract of land;

THENCE, with the west line of the herein described tract of land, N 30° 35' E 325.00 feet to a steel pin at the northwest corner of the herein described tract of land, same being a point in the south line of Larch Terrace;

THENCE, with said south line of Larch Terrace, S 59° 53' E 327.40 feet to a steel pin at the point of curvature of a curve having an angle of intersection of 90° 27', a radius of 14.87 feet, and a tangent distance of 15.00 feet;

THENCE, with said curve to the right an arc distance of 23.40 feet, the chord of which arc bears S 14° 39' E 21.12 feet to a steel pin at the most easterly corner of the herein described tract of land, same also being a point in the west line of Montopolis Drive;

4833 874

91-4649

THENCE, with said west line of Montopolis Drive, same being the east line of the herein described tract of land, S 30° 35' W 309.96 feet to the point of beginning.

FIELD NOTES: P.B. Garcia
10-18-73

APPROVED:


Charles B. Graves, Jr., P.E.
Director of Engineering

FIELD WORK: C. Mosqueda
10-8-73
F.B. 3182

References
Section Maps 681-682
2-B-520
2-A-858 (Bearing Basis)

ya

4833 875

THE STATE OF TEXAS
COUNTY OF TRAVIS

X
I
I

91-4650

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared ROBERT PEREZ, known to be the person whose name is subscribed to the foregoing instrument as PRESIDENT of MONTOPOLIS COMMUNITY CENTER, INC., and acknowledged to me that he executed the same in such capacity as the act and deed of said corporation for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 1st day of

February, 1974

NOTARY SEAL


Notary Public in and for Travis
County, Texas

30JAN74
djw

STATE OF TEXAS COUNTY OF TRAVIS
I hereby certify that this instrument was FILED on the
date and at the time stamped herein by me; and was duly
RECORDED, in the Volume and Page of the named RECORDS
of Travis County, Texas, as Stamped herein by me, on

FEB 6 1974




COUNTY CLERK
TRAVIS COUNTY, TEXAS

FILED

FEB 6 2 18 PM '74


COUNTY CLERK
TRAVIS COUNTY, TEXAS

4833 876

7306.02

CORRECTION
DEED OF GIFT OF LAND

THE STATE OF TEXAS
COUNTY OF TRAVIS

21-74-1030 * 5.50

93-4854

This deed is made in place of and as a correction of deed made by Grantor herein to Grantee herein dated February 1, 1974, and recorded in Volume 4833 at Page 886, of the Deed Records of Travis County, Texas; and,

WHEREAS, in said deed of gift the property description was erroneous, and this instrument is made by Grantor and so accepted by Grantee herein in order to correct such error or mistake,

WHEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That MONTOPOLIS COMMUNITY CENTER, INC., acting herein by and through its President, Robert Perez, for and in consideration of the promise by the City of Austin to use the hereinafter described property for parks and recreational purposes for public use by the citizens of Austin, have Given, Granted and Confirmed, and by these presents do Give, Grant and Confirm unto the City of Austin, a certain tract of land situated in the City of Austin, Travis County, Texas, described as follows, to-wit:

All that certain tract, piece or parcel of land, lying and being situated in the County of Travis, State of Texas described in EXHIBIT "A" attached hereto and made a part hereof for all purposes, to which reference is here made for a more particular description of said property.

TO HAVE AND TO HOLD the above-described premises, together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, unto the City of Austin, its successors and assigns forever.

IN WITNESS WHEREOF, Grantors have caused this instrument to be executed this 19th day of March, 1974.

MONTOPOLIS COMMUNITY CENTER, INC.

(NO SEAL)

By Robert C. Perez
Robert Perez, President

ATTEST:

Fred Underwood, C.S.C.
Fred Underwood, C.S.C.
Secretary

DEED RECORDS
Travis County, Texas

4865 781

93-4855

EXHIBIT "A"

Montopolis Community Center, Inc.

to
The City of Austin

FIELD NOTES

FIELD NOTES FOR 5.06 ACRES OF LAND, SAME BEING OUT OF AND A PART OF THAT CERTAIN 74.78 ACRE TRACT OF LAND OUT OF THE SANTIAGO DEL VALLE GRANT IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS, WHICH CERTAIN 74.78 ACRE TRACT OF LAND WAS CONVEYED TO MOST REVEREND L.J. REICHER, BISHOP OF AUSTIN, BY WARRANTY DEED DATED OCTOBER 29, 1962, OF RECORD IN VOLUME 2526 AT PAGE 525 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS; SAID 5.06 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a steel pin at the most easterly southeast corner of the herein described tract of land, same being a point in the west line of Montopolis Drive, same also being the northeast corner of Lot 1, Country Club Gardens, Section 6, a subdivision of record in Book 50 at Page 35 of the Plat Records of Travis County, Texas;

THENCE, with the north line of said Lot 1, N 59° 25' W 245.00 feet to a steel pin at an interior ell corner of the herein described tract of land, same being the northwest corner of Lot 4 in said Country Club Gardens, Section 6;

THENCE, with the west line of said Lot 4, S 30° 35' W 110.00 feet to a steel pin at the most southerly southeast corner of the herein described tract of land, same being the southwest corner of said Lot 4, same also being a point in the north line of Carnation Terrace;

THENCE, with said north line of Carnation Terrace, N 59° 26' W 75.00 feet to a steel pin at the most southerly southwest corner of the herein described tract of land, same being the southeast corner of Lot 5 in said Country Club Gardens, Section 6;

THENCE, with the east line of said Lot 5, N 30° 34' E 110.00 feet to a steel pin at an interior ell corner of the herein described tract of land, same being the northeast corner of said Lot 5;

THENCE, with the north line of said Lot 5, N 59° 26' W 280.00 feet to a steel pin at the most westerly southwest corner of the herein described tract of land, same being the southeast corner of Lot 22, in said Country Club Gardens, Section 6, same also being a point in the north line of Lot 9 in said Country Club Gardens, Section 6;

4865 782

93-4856

THENCE, with the east line of said Lot 22, N 10° 10' E 113.24 feet to a steel pin at the northeast corner of said Lot 22, same being a point in the curving line of Begonia Circle, said curve having an angle of intersection of 273° 08', a radius of 50.00 feet and a tangent distance of infinity;

THENCE, with said curving line of Begonia Circle, along said curve to the left an arc distance of 83.55 feet, the chord of which arc bears N 16° 13' E 74.16 feet to the point of reverse curvature between the aforementioned curve and another curve having an angle of intersection of 46° 34', a radius of 30.00 feet and a tangent distance of 12.91 feet;

THENCE, continuing with said curving line of Begonia Circle along said curve to the right an arc distance of 24.39 feet, the long chord of which arc bears N 08° 23' W 23.72 feet to the point of reverse curvature between the aforementioned curve and another curve having an angle of intersection of 74° 00', a radius of 89.81 feet and a tangent distance of 67.68 feet;

THENCE, continuing with the curving line of Begonia Circle along said curve to the left an arc distance of 37.53 feet, the chord of which arc bears N 02° 57' E 37.26 feet to a steel pin at the southeast corner of Lot 23 in said Country Club Gardens, Section 6;

THENCE, with the east line of said Lot 23, N 30° 08' E 252.12 feet to a steel pin at the northwest corner of the herein described tract of land, same being the northeast corner of Lot 30 in said Country Club Gardens, Section 6, same also being a point in the south line of Larch Terrace;

THENCE, with said south line of Larch Terrace, S 59° 53' E 350.10 feet to a steel pin at the most northerly northeast corner of the herein described tract of land;

THENCE, with the most northerly east line of the herein described tract of land, S 30° 35' W 325.00 feet to a steel pin at an interior ell corner of the herein described tract of land;

THENCE, with the most easterly north line of the herein described tract of land, S 59° 53' E 342.30 feet to a steel pin at the most easterly northeast corner of the herein described tract of land, same being a point in the west line of Montopolis Drive;

4865 783

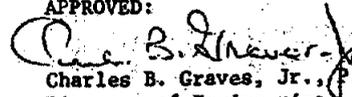
93-4857

THENCE, with said west line of Montopolis Drive, S 30° 35' W 162.57 feet
to the point of beginning.

FIELD NOTES: P.B. Garcia
10-23-73

FIELD WORK: C. Mosqueda
10-8-73
F.B. 3182

APPROVED:


Charles B. Graves, Jr., P.E.
Director of Engineering

References

Section Maps 681 and 682
2-B-520
2-A-858 (Bearing Basis)

ya

4865 784

THE STATE OF TEXAS
COUNTY OF TRAVIS

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93-4858

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared ROBERT PEREZ, known to be the person whose name is subscribed to the foregoing instrument as PRESIDENT of MONTOPOLIS COMMUNITY CENTER, INC., and acknowledged to me that he executed the same in such capacity as the act and deed of said corporation for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 19th day of March, 1974.

NOTARY SEAL

Marcella M. Wilds
Notary Public in and for Travis
County, Texas

MARCELLA M. WILDS
My commission expires June 1, 1975

07MAR74
djw

FILED
MAR 21 8 05 AM '74
Doris S. [Signature]
COUNTY CLERK
TRAVIS CO. TEXAS

STATE OF TEXAS COUNTY OF TRAVIS
I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me; and was duly RECORDED, in the Volume and Page of the named RECORDS of Travis County, Texas, as Stamped hereon by me, on

MAR 21 1974



Doris S. [Signature]
COUNTY CLERK
TRAVIS COUNTY, TEXAS

4865 785

171

THE STATE OF TEXAS ~~AL-6-522-3220~~ * 1.75
I KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS I

That the undersigned Most Reverend L. J. Reicher, Bishop of Austin

for a good and valuable consideration, the receipt of which is hereby acknowledged, do hereby grant to the City of Austin, a municipal corporation situated in Travis County, Texas, the right to enter and place, construct, operate, repair, maintain and replace electric lines and systems, and to allow telephone lines to be constructed and maintained when placed on the same pole facilities, and to cut and trim trees and shrubbery and remove obstructions to the extent necessary to keep them clear of said electric lines and systems, upon, along and across the following described tract of land situated in Travis County, Texas:

That certain tract of land situated in the Santiago Del Valle Survey, and described in a deed from Edward W. Joseph to Most Reverend L. J. Reicher, Bishop of Austin dated October 29, 1962 and appearing of record in Vol. 2526 at Page 525 of the Deed Records of Travis County, Texas,

A strip of land and ten (10) feet in width, same being out of and a part of the above described tract of land in Travis County, Texas, the centerline of said strip of land being more particularly described by metes and bounds as follows:

BEGINNING at a point in the east line of the above described 74.78 acre tract of land, said east line also being the west right-of-way line of Montopolis Drive, and from which point of beginning the northeast corner of said tract bears N. 30° 00' E. 5 feet;

THENCE following a line 5 feet from and parallel with the north line of said tract, N. 60° 23' W., a distance of 750 feet to point of termination.

To have and to hold the same perpetually unto the City of Austin and to its successors and assigns, together with the right and privilege at any and all times to enter said premises for the purposes hereinabove stated and for the further purposes of inspecting said lines and systems whenever necessary, and of relocating and removing the same.

The undersigned Mary Cloud Howard, Ryan M. Howard and Gene Howard covenants that he is the owner of the above described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following:

Mary Cloud Howard, Ryan M. Howard and Gene Howard

It is further understood that, whenever necessary, words used in this instrument in the singular shall be construed to read in the plural and that the words used in the masculine gender shall be construed to read in the feminine.

WITNESS my hand this the 14th day of January, 19 63

Most Reverend L. J. Reicher,
Bishop of Austin

THE STATE OF TEXAS,

County of Travis

BEFORE ME, _____, a Notary Public in and for

Travis County, Texas, on this day personally appeared Most Reverend L. J. Reicher,
Bishop of Austin

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 19 day of December A. D. 1964

(NOTARY SEAL)

Notary Public Travis County, Texas.

County Clerk in and for said County, hereby certify that the within Conveyance was filed in my office for record on the _____ day of _____ 19____ at _____ o'clock _____ M., and duly recorded by me on the _____ day of _____ 19____ in Book _____ Records of Deeds of said County, at page _____ Given under my hand and seal of office the day and year last above written.

CITY OF AUSTIN
THE STATE OF TEXAS,
County }

FROM
MOST REVEREND L. J. REICHER,
BISHOP OF AUSTIN
TO

Easement and
Right of Way

TRAVIS
County,

CITY OF AUSTIN
ELECT. DEPT. EASEMENT
NO. 19 27-611

FILED
JUL 6 4 00 PM '64
COUNTY CLERK
TRAVIS COUNTY TEXAS

THE STATE OF TEXAS,

County of _____

BEFORE ME, _____, a Notary Public in and for

_____ County, Texas, on this day personally appeared _____

wife of _____, known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said _____, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____ A. D. 19____

Notary Public _____ County, Texas.

THE STATE OF TEXAS,

County of _____

BEFORE ME, _____, a Notary Public in and for

_____ County, Texas, on this day personally appeared _____

President of _____ of the County and State aforesaid, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of

_____ and as the President thereof, and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____ A. D. 19____

Notary Public _____ County, Texas.

DEED RECORDS
Travis County, Texas

VOL 2811 PAGE 375

STATE OF TEXAS
COUNTY OF TRAVIS

I hereby certify that this instrument was FILED on the _____ day of _____ 19____ at _____ o'clock _____ M., and was duly RECORDED, in the Volume and Page of the named RECORDS of Travis County, Texas, as Stamped herein by me, on



JUL 8 1964
Emily Limberg
COUNTY CLERK,
TRAVIS COUNTY, TEXAS



**CONVEYANCE OF MONTOPOLIS CLINIC BUILDINGS;
GROUND LEASE AGREEMENT AND ACCESS EASEMENT**

STATE OF TEXAS §

CITY OF TRAVIS §

THIS AGREEMENT for the conveyance of the MONTOPOLIS CLINIC BUILDINGS, ground lease, and access easement (this "Agreement" or each separate transaction sometimes referred to respectively as this "Conveyance of Building", this "Ground Lease," and this "Access Easement") is made and entered into by and between the City of Austin, a Texas Home Rule Municipality ("City") and the Travis County Healthcare District, a hospital district created under Chapter 281 of the Texas Health & Safety Code ("District"), hereinafter sometimes collectively referred to as the "Parties". The Parties are authorized to enter into this Lease pursuant to Chapter 281 of the Texas Health & Safety Code and the Interlocal Agreement between the District and City, which became effective on October 1, 2004, as amended (the "Interlocal").

WHEREAS, City agreed in the Interlocal to convey the Montopolis Clinic to District; and

WHEREAS, the Montopolis Clinic shares a site with the Montopolis Recreation Center and is not located on a separate legal lot, and City has represented that it cannot convey the Buildings and the District Grounds (as defined below) as a consequence; and

WHEREAS, the Parties desire to comply with the intent and purpose of the promise in the Interlocal to convey the Montopolis Clinic to the District, and to that end and in lieu of a deed transfer, have agreed to this Conveyance of Building, Ground Lease and Access Easement.

NOW, THEREFORE, the Parties agree as follows:

1.0 Conveyance of Buildings, Ground Lease, and Access Easement.

1.1 Conveyance of Buildings.

Consideration: Ten and No/100 (\$10.00) and other valuable consideration, the receipt and sufficiency of which is acknowledged.

For the Consideration stated herein, City hereby grants, sells, and conveys to District all of its right, title and interest in and to those certain City-owned buildings located at 1200 Montopolis Drive #B, Austin, Texas 78741, commonly and collectively known as the "Montopolis Clinic," shown on the site plan attached hereto as **Exhibit I** and made a part hereof for all purposes, the permanent building consisting of approximately 3,284 net rentable square feet and the associated portable administrative support building consisting of approximately 672 net rentable square feet (collectively, the "Buildings"), for the

"Permitted Use" set forth below, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold them to District and District's successors and assigns **FOREVER**, without the retention of any liens or encumbrances, express or implied, against the Buildings.

1.2 Ground Lease.

In consideration of the mutual promises herein expressed and other good and valuable consideration, City hereby demises and leases to District and District leases from City the following described tracts of land (collectively, the "Land" or "Ground Lease Land"):

- (a) the grounds immediately below and adjacent to the Buildings, as more particularly described and depicted on **Exhibit I** (the "District Grounds"); and
- (b) an undivided leasehold interest in and to the two parking areas shown on **Exhibit I** and identified as "Shared Parking Areas") with all spaces to be unassigned.

1.3 Access Easement.

In addition, for and in consideration of the sum of Ten and No/100 (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City also grants, sells and conveys a non-exclusive access easement appurtenant to and from the Buildings, the Shared Parking Areas, and the adjacent street right-of-way as further depicted on **Exhibit I** (the "Access Easement") and subject to the terms and conditions of the Ground Lease contained herein.

In the event that **Exhibit I** is not available for inclusion in this Lease at the time of execution, **Exhibit I** may be inserted in the Lease at a later time by agreement of the parties pursuant to the authority set forth in Section 30.0 below.

1.4 District Property and Premises.

The Buildings, the Land, and the Access Easement are collectively known as the "District Property." The Buildings and the Land are sometimes collectively referred to as the "Premises."

1.5 Title Warranty. City binds City and City's successors and assigns to **WARRANT AND DEFEND** all and singular the District Property to District and District's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under City, but not otherwise. To the best of the City's knowledge and belief, the District Property is being transferred free and clear of any and all liens.

CONDITIONS TO CONVEYANCE:

1. City conveys and District accepts the District Property in its "AS IS", "WHERE IS" condition, subject to "ALL FAULTS" and environmental conditions, including the potential presence of asbestos containing building materials and without representations or warranties of any kind (including, without limitation, any express or implied warranties of merchantability, fitness for a particular purpose or habitability) with the exception of the Special Warranty provided for in this conveyance, and without any obligation on the part of City to alter, improve, repair or otherwise modify the District Property or any part thereof, District having had the opportunity to conduct due diligence investigations into the condition of the District Property and the rights, restrictions, conditions, burdens, and faults appurtenant thereto after having been advised by City to do so.

2. The District, acting through its Board of Directors, has determined that the transfer of the District Property to the District will not jeopardize the federal designation of the health care facility in operation in the Buildings at the time of this conveyance.

3. The District Property is being conveyed for the "Permitted Use" as defined in paragraph 5.1, below. In the event that the District Property is not used for the Permitted Use, the Access Easement and Ground Lease shall automatically terminate and the City shall have the right of first refusal to purchase the Buildings from District as provided in paragraph 5.2, below.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE:

Any and all documents of record in the Official Public Documents of Travis County, Texas, but only to the extent the same are valid, in existence and affect the District Property or the use thereof by District. In addition, in approving this Lease, the City Council hereby specifically determines that the Lease is a temporary conveyance for a governmental purpose and mission and is not considered a subdivision of the property and is not subject to the requirement of platting.

1.6 Stand-Alone and Shared Facilities.

To the extent that equipment, systems, structures or other features or elements located in or on the District Property are separated or separable for the purpose of providing operation and maintenance services, they will be described as "Stand-Alone Facilities" or each such area in the singular as a "Stand-Alone Facility." To the extent that equipment, systems, structures or other features or elements located in or on the District Property are shared with City facilities and not otherwise separable for the purpose of providing operation and maintenance services, they will be described as "Shared Facilities" or each such area in the singular as a "Shared Facility."

1.7 Montopolis Recreation Center.

The District Property is located on a tract of City real property, Portion of Lot 1, Montopolis Park (Book 76 Pg. 41) Plat Records of Travis County, Texas (the "City Property"), a portion of which will continue to serve as the City's "Montopolis Recreation Center." The Montopolis Recreation Center consists of approximately 20,720 net rentable square feet for the purpose of any Shared Facility calculations hereunder.

1.8 The Parties acknowledge and agree that by instrument effective October 15, 2004, City has effectively transferred to District title to all City-owned medical services equipment located in or on the Premises. In addition, the Parties acknowledge and agree that City is, contemporaneously with this Lease, transferring to District title to all furniture, equipment and supplies located on the Premises and used to provide the Permitted Use as defined in paragraph 5.1 (the "Transferred Property") pursuant to and in accordance with the Sixth Amendment of the Interlocal. The form of the instrument transferring title to such items to the District is attached hereto as **Exhibit II** and made apart hereof and such instrument will be executed on behalf of the City simultaneously with this Lease.

1.9 The Parties agree that this Lease shall be construed as consistent with and shall be carried out in full compliance with Chapter 281 of the Texas Health and Safety Code and any applicable Federally Qualified Health Center Requirements. "FQHC Requirements" means the rules and regulations applicable to the federally qualified health centers, including Bureau of Primary Healthcare Policy Information Notice 98-23: Health Center Program Expectations. In the event of a conflict between this Lease and any FQHC Requirements, the FQHC Requirements shall control. Upon the Commencement Date, the District will be responsible for compliance with applicable FQHC Requirements and the District Board must confirm that the transfer of the Premises to the District will not jeopardize the federal designation of the facility.

2.0 Ground Lease Term.

2.1 The "Commencement Date" will be March 1, 2009, or the date on which the District receives its FQHC provider status, whichever is later. The initial Ground Lease Term shall be for a period of three (3) years, commencing on the Commencement Date and terminating three (3) years thereafter, subject to extension and earlier termination as provided herein (the "Initial Term"). Unless terminated earlier under other provisions of this Lease, District shall have the option to renew the Lease for an additional period of 96 years (the "Renewal Term") with the Renewal Term to end on February 28, 2105; provided, however, City shall have the right to terminate this Ground Lease during the Initial Term or Renewal Term, if District ceases to use the Land for the purpose of providing healthcare services in accordance with the Permitted Use, as defined below in paragraph 5.1. In such event, City shall provide District with ninety (90) days written notice of termination.

2.2 The Parties agree to meet and confer on or before February 28, 2105, to discuss the possible extension of this Ground Lease and the terms and conditions of any such an extension.

3.0 Ground Lease Rent.

3.1 In consideration of the grant of this Ground Lease, District will be responsible for directly providing (or arranging for the provision of) and paying for, the following operating and maintenance services as "Rent":

- (a) telephone services for the Buildings;
- (b) janitorial services for the Buildings;
- (c) periodic mowing and other landscaping services for the District Grounds;
- (d) repairs of the Buildings and District Grounds, as described in paragraph 6.1;
- (e) security for the Buildings and District Grounds, including fire extinguishing equipment and services;
- (f) materials and supplies for the Buildings and District Grounds.

3.2 City-Provided O&M. As landlord under the Ground Lease, City shall provide the services and/or facilities to provide the services listed below. In consideration therefor, District shall pay to City its pro rata share of the following sums, which will constitute "Rent" within thirty (30) days of receipt of an invoice from City for:

- (a) the total cost of electricity provided to the Buildings, if not separately metered;
- (b) the total cost of natural gas provided to the Buildings, if not separately metered;
- (c) the actual costs and expenses directly incurred by City in connection with furnishing the following services to the Premises: water, wastewater, solid waste and sewer services;
- (d) building automation system services, if provided by City;
- (e) periodic maintenance of the Shared Facilities, and
- (f) the cost of repairs of the Shared Facilities.

For the purpose of apportioning the costs of operation and maintenance, District's "Pro Rata Share" shall be a percentage, calculated by dividing: (a) the total square feet of the Buildings by (b) the sum of the total square feet of the Buildings and City's Multi-Purpose Building.

3.3 In addition to the operating and maintenance services for which District will be directly responsible as described in paragraph 3.1, above, the Parties agree that during the Initial Term or Renewal Term, District shall have the option to:

- (a) assume certain existing operating, maintenance and/or utility contracts ("O&M Contracts") for the Premises from City to the extent agreed to by the District and the service provider,

- (b) separately arrange for its own O&M Contracts for goods and services necessary to maintain and manage the Premises in good operating condition, and/or
- (c) directly assume, at the District's sole cost, any portion of the responsibilities under the O&M Contracts and provide such portion of services to the Premises through use of District staff or by contracting for services.

District's right to contract with third parties as described above includes the right to arrange for the provision of landscaping design and maintenance of all, or portions of, "green areas," open spaces and parking areas located on the City Property, provided that District first obtains the prior written approval of the City. In the event District elects to landscape and maintain the Shared Parking Areas and obtains the prior written approval of the City to do so, District may, at its option, either offset the costs directly incurred by District in connection with the provision of such landscaping and/or maintenance services against any Rent payments hereunder or invoice City for such costs; provided, however, in no event will City's liability for such costs exceed the amount currently budgeted (or budgeted in future years of the Ground Lease Term) by City for the provision of landscaping and maintenance services for the City Property.

3.4 The current status of the O&M Contracts is set forth in the Transition Blueprint for Service Provider Contracts for Operation and Maintenance, which is attached hereto as **Exhibit III** and made a part hereof. In the event of a conflict between the provisions in this Section 3 and the Transition Blueprint, the Transition Blueprint will control. In addition, the Transition Blueprint may be amended by the parties pursuant to the authority granted in Section 30.0 below. In the event that **Exhibit III** is not available for inclusion in this Lease at the time of execution, **Exhibit III** may be inserted in the Lease at a later time by agreement of the parties pursuant to the authority set forth in Section 30.0 below.

3.5 Access to and maintenance, repair and replacement of networking and other connectivity and/or information technology equipment servicing the Premises and the City Property shall be made pursuant to written protocols mutually agreed-upon by District and City prior to or contemporaneously with the Parties' execution of this Ground Lease.

3.6 All services assumed or procured separately by District shall be provided in compliance with applicable municipal, state and federal rules, regulations and law. District shall notify City in writing at least thirty (30) days prior to assumption of such obligations, and shall cooperate fully with City in the review, preparation and delivery of all documentation required or requested by City and/or the appropriate service provider in completing such transfers. All costs of such services, including any costs of separate metering, shall be the sole responsibility of District. The District will continue to be responsible for any operating, maintenance and repair services expenses (or its pro rata share thereof) not directly assumed by the District. In addition, to the extent that City provides services or incurs costs at any time during the term of this Lease, which under the express terms of this Lease are the responsibility of the District, the District will reimburse the City for its proportionate share of the cost of such services.

3.7 The Parties shall have the right at any reasonable time, and from time to time, to examine the other party's books and records relating to operating, maintenance and repair services expenses. In the event an error or discrepancy in either party's favor is found in the calculation of operating, maintenance and repair services expenses for any given month of the Lease term, and District has already paid Rent for that month, District shall pay any shortage with the following month's Rent payment or pay it separately and shall have the right to deduct any excess amount from the following month's Rent payment or City will refund the excess sum paid.

4.0 City Obligations.

4.1 To the extent that the Premises or a portion thereof are Shared Facilities, after written notice by District to City of a failure of utilities or essential building services, which are the City's responsibility as Shared Facilities, and where such failure results in substantial interference with District's normal use of the Premises, and such utilities or services are not restored within thirty (30) calendar days following receipt of such notice, or such different time period agreed upon in writing by the Parties, District may, at District's sole option, either (i) cure such default or remedy such failure at its own expense and deduct any costs and expenses incurred by District therefor from the Rent to become due hereunder, or (ii) terminate the Ground Lease by giving written notice to City within fifteen (15) days after the first day on which the utilities or essential building services fail. Otherwise, to the extent that the facilities are Stand-Alone Facilities, the District shall be responsible for remedying any such failure.

4.2 City or District shall not conduct operations on the Premises or make any changes in the Premises that might cause them to be in non-compliance with all fire safety, Americans with Disabilities Act, and other governmental requirements imposed by City, state, and federal agencies or departments ("Governmental Regulations"). City shall comply, at District's sole cost, with reasonable requests of District regarding installation or enhancement of security or fire detection/suppression systems in or on the Premises.

5.0 District's Obligations

5.1 District may use the Premises for delivery of health care to eligible residents of Travis County or for services/functions that enable it to carry out its mission (the "Permitted Use"). If District wishes to use the Premises for a purpose not permitted by the Permitted Use as defined above, District must first obtain the prior written consent of the City, which will not be unreasonably withheld. If City denies such proposed alternative use, District will continue to operate the Premises only for the Permitted Use as defined above. If City approves such proposed alternative use, such City-approved use shall thereafter be considered a "Permitted Use" for all purposes hereunder. In the event a dispute arises between the Parties related to the "Permitted Use", the Parties will proceed in accordance with Section 29 ("Dispute Resolution") of this Agreement. District may not occupy or use the Premises, or permit any portion of the Premises to be occupied or used, for any business or purpose other than the Permitted Use or for any unlawful use or

purpose. District shall conduct its business in such a manner as not to create a nuisance to City or the adjacent neighborhood.

5.2 In the event District ceases to use the Premises for the Permitted Use, City shall have the right to negotiate the purchase of the Premises for its appraised market value (City's "Right of First Refusal"). The "appraised market value" shall be based on an appraisal provided at City's expense and prepared by a licensed real estate appraiser selected by the City in accordance with the requirements of Section 272.001 of the Texas Local Government Code. If City elects to exercise its Right of First Refusal, then City must notify District in writing within ninety (90) business days after receiving notice of District's use of the Premises for purposes other than the Permitted Use that City is exercising its right to purchase the Premises ("Notice of Election to Purchase"). If City elects not to exercise its Right of First Refusal, City need take no action whatsoever. If City fails to deliver to District the Notice of Election to Purchase within the time required for such notice, City will be deemed to have waived its right to purchase the Premises and District shall be free to remain on the Premises or to transfer, sell or convey the Premises to a third party, which transfer shall be subject to this Ground Lease. If for any reason such transfer is not consummated, City's Right of First Refusal shall continue in full force and effect, and the Parties shall exercise their rights and fulfill their obligations in accordance herewith.

5.3 On or before the Commencement Date, or as soon as practicable thereafter, District shall, at its own expense, (i) have the Buildings re-keyed under its own lock and key system; or (ii) install its own card key access system to control entry into and exit from the Buildings. Any City key cores removed from the Premises will be returned to the City within ten (10) days of removal. District shall provide City with copies of any key cards or new keys to the Buildings to enable City to access the Building for City purposes.

5.4 District shall maintain the Premises in a clean, healthful and safe condition. District shall comply with all applicable Governmental Regulations in its use of the Premises. To the extent permitted by Texas law and City ordinances, District may install appropriate signage identifying the District clinic at all entrances to the District Property and, with the consent of the City, which will not be unreasonably withheld or denied, at all entrances to the City Property. The District shall not make any changes in the Premises that might cause the Premises to be in non-compliance with such Governmental Regulations.

5.5 District may, at District's sole cost and expense and with the prior written approval of City, perform, or contract to have performed on its behalf, alterations or improvements, including installation of equipment, machinery or fixtures related to the Permitted Use in, on or to the Shared Facilities (hereinafter, the "Work") subject to the following restrictions and limitations:

(1) No such Work shall be performed unless or until District: (a) submits to City detailed plans and specifications for such Work; (b) obtains City's written consent to the Work, which consent will not be unreasonable withheld, conditioned or delayed, provided; and (c) provides City with written assurances that all required bonding,

insurance and other public works contracting requirements applicable to District, specifically including, but not limited to: (i) the City's M/WBE Program requirements or the HUB requirements of the District, (ii) the requirements of Chapters 2251, 2253, 2254, and 2258 of the Texas Government Code, (iii) the Americans with Disabilities Act, Texas Accessibility Standards and, to the extent applicable, Chapter 5-2 of the Austin City Code, and (iv) unless waived, the provisions of the City's LEED Ordinance, have been or will be satisfied prior to commencement of the Work. In connection therewith, City may consider the remaining years left in the Ground Lease Term in the approval of any proposed Work.

(2) Upon termination of this Ground Lease, any equipment, machinery or fixtures placed on a Shared Facility at District's expense and with City's consent, that are installed in such a manner as to become part of the realty may be removed by District without damage to the Shared Facility, if District so elects, provided that: (a) District is not then in default of its obligations under this Ground Lease; (b) District performs such removal in a good and workmanlike manner; (c) City approves of such removal in advance and in writing, which approval shall not be unreasonably withheld, conditioned or delayed; and (d) District repairs any damages to the Shared Facility caused by such removal and restores the Shared Facility to substantially the condition it was in prior to such alteration, improvement or installation.

(3) In the event District fails to remove any equipment, machinery or fixtures as provided in paragraph 5.4(2), supra, including failure due to District default under 5.4(2)(a) above, such items not removed shall, at the election of City, become the property of City. If City chooses not to accept any such equipment, machinery or fixtures, City may have them removed at District's sole cost and expense and District will reimburse City for such cost within thirty (30) days of receipt of City's invoice itemizing such costs.

(4) Upon termination of the Ground Lease, the District may, in its sole discretion, remove the Buildings at its cost and expense. If District intends to leave the Buildings in place, the District shall provide the City with at least ninety (90) days written notice of its intent. In the event that the District elects to leave the Buildings in place, the District will irrevocably reconvey the Buildings to the City under a special warranty deed and substantially the same or similar terms as set forth herein. In the event that the City decides to have the Buildings removed, the District will reimburse the City for one-half of the cost incurred by City in removing the Buildings within thirty (30) days of receipt of a correct and proper invoice from City itemizing such cost.

5.6 Hazardous Materials on Ground Lease Land.

In exercising its rights under the Ground Lease, District shall comply in all respects with all federal, state, and municipal laws, ordinances, codes and regulations relating to the protection of the environment and natural resources, now existing or hereafter enacted (collectively, the "Environmental Laws"), including without limitation: (i) the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980

("CERCLA"), as amended by the Superfund Amendments and Reauthorization Act of 1986, as amended from time to time, (ii) the federal Resource Conservation and Recovery Act of 1976, as amended by the Used Oil Recycling Act of 1980, the Solid Waste Disposal Act Amendments of 1980, and the Hazardous and Solid Waste Amendments of 1984, as amended from time to time, (iii) the federal Water Pollution Control Act of 1972 (the "Clean Water Act"), as amended from time to time, (iv) the federal Spill Compensation and Control Act of 1976, as amended from time to time, and (v) any and all other federal, state, county, and municipal laws, ordinances, codes and regulations which relate in any way to the matters regulated by CERCLA and/or any other above-mentioned federal legislation. District shall immediately notify City in the event District becomes aware of any actual or potential environmental hazard or any actual or alleged violation of one or more Environmental Laws. District is responsible, to the extent allowed by Texas law and to exclusion of any such responsibility of the City for its proportionate share, as determined by a court of competent jurisdiction, for any and all liability, liens, claims, demands, damages, expenses, fees, costs, fines, penalties, suits, proceedings, actions and causes of action (including without limitation all attorneys' fees and expenses) arising out of or relating to, directly or indirectly, any violation or alleged violation by District or any party accessing the Premises by or through District of any one or more of the Environmental Laws, except for any violations of Environmental Laws which may be caused solely by City. This provision shall survive the expiration or termination of this Lease. Notwithstanding anything in this paragraph to the contrary, District will be permitted to operate a medical clinic which utilizes controlled and hazardous substances, as permitted by law, and will be permitted to use and store cleaning products customarily used in healthcare facilities on the Premises.

6.0 Repairs and Alterations.

6.1 District shall maintain the Buildings and the Land during the Ground Lease Term in substantially as good or better condition as when the Ground Lease commenced, and keep it free from waste and nuisances of any kind. In accordance with the allocation of responsibility set forth in paragraph 6.1(b), below, District shall be responsible for performance and payment of all repairs and alterations, including all repairs or alterations less than \$10,000 ("Minor Repairs") and all other repairs and alterations ("Major Repairs"); provided, however, if the City agrees to accept the reconveyance of the District Property, City shall reimburse District for its portion (if any) of the unamortized cost of the Major Repair with a CPI Modifier, as described below, within sixty (60) days of vacation of the Premises by the District, except for a District default, and receipt of an acceptable invoice from District. Such invoice shall include a detailed description of the amortization calculation. The foregoing allocation of responsibility will be made with the following assumptions:

(a) Major Repairs will be assumed to have an economic life of ten (10) years or such longer or shorter period of time based upon the maintenance life cycle of such repair or improvement, taking into consideration the use, quality, condition and any applicable warranty period of such improvement or repair. Depending on the point in time during the Ground Lease Term when the repair or improvement is made and what type of

facility, equipment or building feature is repaired or improved, some of the amortized cost may apply to District and some may apply to City.

(b) The District shall be responsible for performing and paying for all Major Repairs in and to the Stand-Alone Facilities and the City shall be responsible for performing all Major Repairs on Shared Facilities and District will reimburse City for District's Pro Rata Share of the costs of the repair or improvement made to the Shared Facility.

(c) The Parties agree that any reimbursement by the City to the District of the unamortized costs of Major Repairs to Stand-Alone Facilities, as described above, will be subject to an adjustment to the then current cost of such repairs or improvements based upon a Consumer Price Index cost adjustment from the time of the improvement or repair to the time of the reimbursement. The CPI Modifier shall be based upon the Consumer Price Index -- All Urban Consumers, U.S. City Average, All Items published by the United States Department of Labor, Bureau of Labor Statistics (CPI-U), or its successor index.

6.2 District agrees to repair any and all damage to the Land or Shared Facilities caused by the misuse or negligence of District, District's employees or invitees.

6.3 Except as otherwise provided herein, upon termination of this Ground Lease, District shall remove all of its personal property from the Premises and deliver the Land to City, with all improvements located thereon (except as otherwise herein provided) in as good a condition as they were when they were received, reasonable wear and tear excepted, and all keys to on the District Property.

7.0 Assignment and Subletting of Ground Lease.

District shall not (i) mortgage, assign, pledge or transfer this Ground Lease and any estate or interest therein; (ii) sublet the Premises or any part thereof; (iii) grant any license, concession or other right of occupancy of any portion of the Premises; or (iv) permit the use of the Premises by any parties other than District, its agents and employees, without the express prior written consent of City, which may be withheld in its reasonable discretion; provided, however, City's consent shall not be required if District assigns, transfers, sublets, licenses or otherwise grants any right of occupancy in the Premises to Central Texas Community Health Centers, to an FQHC provider, or to an entity or organization that will operate the Premises for a Permitted Use as defined in paragraph 5.1. District must give the City at least thirty (30) days prior written notice of any proposed assignment or transfer. Any such assignment, transfer, subletting, license or permission shall be construed as consistent with, and shall be granted and carried out in full compliance with, applicable FQHC Requirements, as defined in paragraph 1.3 hereof, and as the applicable FQHC Requirements may be amended.

8.0 Proportionate Liability.

8.1 The Parties agree that, to the extent allowed by Texas law, each party is responsible for its own proportionate share of any liability for property damage, personal injury or death arising out of or in connected in any way to this Ground Lease and the activities undertaken hereunder, including, but not limited to the use of any Shared Facilities, as determined by a court of competent jurisdiction.

8.2 City shall not be liable to District or to District's employees, agents, or visitors, or to any other person whomsoever, for any injury to person or damage to property on or about the Premises caused by the negligence or misconduct of District, its employees, sublessees, licensees or concessionaires, or of any other person entering the Premises under express or implied invitation of District, or arising out of the negligent use or misuse of the Premises by District or the willful misconduct of its business therein, or arising out of any breach or default by District in the performance of its obligations under this Ground Lease; and District hereby agrees that it is responsible to the extent allowed by Texas law, and to the exclusion of any such responsibility of City, for its proportionate share, as determined by a court of competent jurisdiction, of liability for any loss, expense or claim arising out of such damage or injury. District shall not be liable for any claims or damages arising from the sole negligence of the City.

8.3 All District property kept, stored or allowed to be brought within the Premises shall be at District's sole risk.

9.0 Insurance Requirements.

9.1 City is self-insured under a self-insurance program established by City.

9.2 District shall, from and after the Commencement Date, cause the Building to be insured against all risk of physical loss at the District's cost and expense. Such coverage shall be no less than 100% of the replacement cost of the Building, subject to the policy's then applicable deductible.

9.3 In addition to any specific coverage requirements set forth herein, District, from and after the Commencement Date, shall carry all insurance required by applicable law. In addition, in the event that a third party contractor will perform any alteration, improvement or repair Work hereunder, District shall comply with the specific insurance and, as applicable, bond requirements set forth in **Exhibit IV** which is attached hereto and incorporated herein for all purposes. In the event that District fails to do so, City may, but is not obligated to, procure replacement insurance coverage in accordance with the requirements set forth herein and the costs of such coverage will constitute additional Rent payable hereunder. In lieu of providing the District coverage stated herein, the District shall provide the City will an acceptable certificate of self-insurance.

9.4 If requested by the other party, City and/or District shall deliver to the requesting party, within thirty (30) days after the date hereof, certificates, or such other documentation satisfactory to the requesting party, evidencing such insurance and shall

cause all such policies to provide for thirty (30) days' prior written notice to City of any cancellation, reduction in amount or material change in coverage.

9.5 District and City agree that insurance carried by either of them against loss or damage by fire or other casualty shall contain a clause whereby the insurer waives its rights of subrogation against the other party. Upon request, each party agrees to furnish evidence of such waiver to the other party.

9.6 District shall maintain during the Ground Lease Term insurance that meets or exceeds the following requirements:

(1) commercial general liability insurance in the amount of \$1,000,000 with the City as a named additional insured; and

(2) Worker's Compensation insurance for District employees involved in the operation or maintenance of the Premises.

10.0 Right of Entry and Inspection.

City or its officers, agents and representatives shall have the right to enter into and upon any and all parts of the Premises at all reasonable hours (or, in an emergency, at any hour) to provide the services required under Section 3.2, above; provided however, City shall (unless an emergency exists) notify District in advance if City wishes to enter upon the Building when the Montopolis Clinic is closed and/or when no District official, employee or representative is present; District shall not be entitled to any abatement or reduction of Rent by reason thereof, nor shall such be deemed to be an actual or constructive eviction.

11.0 Condemnation.

11.1 If at any time during the Initial Term or Renewal Term Term, the whole of the Premises shall be taken for any public or quasi-public use, under any statute, or by right of eminent domain, except as provided in paragraph 11.3, this Ground Lease shall terminate on the date of such taking. If less than all of the Premises shall be so taken and in District's reasonable opinion, the remaining part is insufficient for the conduct of District's business District may, by notice to City within 60 consecutive days after notice of such taking, terminate this Ground Lease. If District exercises its option to terminate, this Ground Lease shall end on the date specified in District's notice and the Rent shall be apportioned and paid to the date of such taking.

11.2 If less than all of the Premises shall be taken and, in District's reasonable opinion communicated by notice to City within 60 consecutive days after notice of such taking, District is able to gain access to and continue the conduct of its business in the part not taken, this Ground Lease shall remain unaffected, except that District shall be entitled to a pro rata abatement of Rent based on the proportion that the area of the space so taken bears to the area of the space demised hereunder immediately prior to such taking, if the calculation is based upon the proportion of space occupied by District, otherwise the Rent

will be calculated based upon the actual costs of operation and maintenance of the Premises.

11.3 The Parties shall divide the award or awards in any condemnation proceeding in proportion to their fee and leasehold interests.

11.4 Taking by condemnation or eminent domain hereunder shall include the exercise of any similar governmental power and any sale, transfer or other disposition of the Premises in lieu of or under threat of condemnation.

12.0 Fire and Other Casualty.

12.1 In the event that the Buildings or any portion of the Premises, or building equipment or systems serving the Premises is damaged or destroyed (the "Damaged Property", defined so as to include the Premises being constructively not fit for the Permitted Use) by fire or other casualty or by any other cause of any kind or nature, the Parties will promptly confer to determine the most appropriate course of action. Subject to such decision and the availability of adequate funding, the City (if the Damaged Property is a Shared Facility) or the District (if the Damaged Property is a Stand-Alone Facility) shall perform the repairs or replacement work and shall proceed with reasonable diligence to restore the Damaged Property to substantially the same condition in which it existed immediately before the casualty happened. Any Rent accruing will continue to be due during any such time the Premises are unfit for occupancy and the City and District will be under a duty to mitigate and minimize such costs. The extent of any rental abatement for Shared Facilities shall be based upon the portion of the Premises rendered untenable, unfit or inaccessible for use by District, if the calculation is based upon the proportion of space occupied by District, otherwise the Rent will be calculated based upon the actual costs of operation and maintenance of the Premises. In any such an event, the City may, but is under no obligation, provide reasonable assistance to District in locating comparable lease premises for District to occupy during the time the Premises are unfit for occupancy.

12.2 If City, at its sole discretion, decides not to repair or replace the Damaged Property that is a Shared Facility, District may, at its option, determine whether: (i) to perform the repair or replacement work itself; or (ii) to terminate this Ground Lease. If District elects to proceed to repair or replace such Damaged Property, District shall perform such work at its sole cost and expense and shall proceed with reasonable diligence to restore the Damaged Property to substantially the same condition in which it existed immediately before the casualty happened.

12.2 If District decides to terminate this Ground Lease, it shall give written notice thereof to City within sixty (60) days after the date on which the damage occurred; the Rent shall abate during the unexpired portion of this Ground Lease commencing on the date of the decision to terminate; and District shall immediately surrender the Premises to the City.

13.0 City's Remedies for District Default.

13.1 If District materially defaults in the performance or observance of any provision of this Ground Lease, City shall give District written notice of the default and District shall have 30 days in which to cure such default. If District fails to cure the default in that time, City shall have the right (i) to cure the default and any costs and expenses incurred by City therefor shall be additional Rent, or (ii) to terminate this Ground Lease for a Major Default, as defined below, by delivering written notice to District in which event District shall immediately surrender the Ground Lease Land to City, and if District fails to do so, City may, after notice and appropriate court proceedings, enter upon and take possession of the Ground Lease Land or any part thereof, without being liable for prosecution of any claim for damages therefor; and District agrees to pay to City all unavoidable loss of Rent that City may suffer by reason of this termination during the remainder of the Initial Term or Renewal Term, as applicable, but for no longer than 180 days.

13.2 A "Major Default" includes a material breach of the essential terms and conditions of this Ground Lease and specifically includes a breach of the Permitted Use covenant, the Insurance requirements, and the duty to comply with Governmental Regulations, including but not limited to the Hazardous Materials covenants.

13.3 If the default by District cannot be cured within 30 days, this period may be extended for a reasonable additional time if District commences to cure the default within the 30 day period and proceeds diligently thereafter to effect the cure.

14.0 District's Remedies for City Default.

14.1 If City materially defaults in the performance of any provision of this Ground Lease, District shall give City notice specifying in what manner City has defaulted. If the default has not been cured by City within the period of time provided for elsewhere in the Lease, or otherwise within thirty (30) days after the delivery of written notice, District may: (i) withhold payment of sufficient Rent due and to accrue hereunder to cover the necessary costs estimated by District to cure the default as long as City remains in default; (ii) cure the default and deduct all expenses incurred by District therefor from the Rent due and to become due hereunder; or (iii) terminate this Lease by providing written notice to City. If the default by City cannot be cured within thirty (30) days, this period may be extended for a reasonable additional time if City commences to cure the default within the thirty (30) day period and proceeds diligently thereafter to effect the cure.

15.0 Right to Terminate Early; District's Right of First Refusal.

15.1 In addition to City's right to terminate this Ground Lease during the Renewal Term as provided in paragraph 2.1, if, during the Initial Term or the Renewal Term, City intends to transfer ownership of the City Property, including the Land and the Access Easement, to a third party, which transfer would be subject to this Ground Lease, City must give District at least one hundred eighty (180) days advance written notice of such transfer (the "Notice of Transfer").

15.2 In such an event, District shall have ninety (90) business days after receipt of the Notice of Transfer to exercise its right to negotiate the purchase of the City Property for its appraised market value (District's "Right of First Refusal"). The "appraised market value" shall be based on an appraisal provided at District's expense and prepared by a licensed real estate appraiser selected by to the City in accordance with the requirements of Section 272.001 of the Texas Local Government Code. If District elects to exercise its Right of First Refusal, then District must notify City in writing within ninety (90) business days after receipt of the Notice of Transfer that District is exercising its right to purchase the City Property ("Notice of Election to Purchase"). If District elects not to exercise its Right of First Refusal, District need take no action whatsoever. If District fails to deliver to City the Notice of Election to Purchase within the time required for such notice, District will be deemed to have refused to exercise its Right of First Refusal, at which time City shall be free to transfer, sell or convey the City Property to a third party, subject to this Ground Lease. If for any reason such transfer is not consummated, District's Right of First Refusal shall continue in full force and effect, and the Parties shall exercise their rights and fulfill their obligations in accordance herewith.

15.3 District shall have the right to terminate this Ground Lease at any time during the Initial Term or Renewal Term by giving City at least one hundred eighty (180) days prior written notice.

15.4 In the event of early termination by City or District under this Section 15, the Rent shall abate during the unexpired portion of the month in which such termination becomes effective.

16.0 Surrender of Land And Right to Relocate.

16.1 Except as expressly provided in Section 17, no act or thing done by City or its agents during the Initial Term or the Renewal Term shall be deemed an acceptance of a surrender of the Land, and no agreement to accept a surrender of the Land shall be valid unless made in writing and signed by City.

17.0 Failure to Fund.

17.1 Notwithstanding anything to the contrary in this Ground Lease, if at any time during the Initial Term or the Renewal Term, the Board of Managers of the District fails to provide funding necessary to continue this Ground Lease for the following fiscal year of the District, the District may, upon giving the other party written notice of such failure to fund and termination, terminate this Ground Lease without any further liability, effective as of the earlier of (a) the last day of the then current fiscal year of District or (b) 30 days after the District notifies the City of such failure to fund and termination.

17.2 Notwithstanding anything to the contrary in this Ground Lease, if at any time during the Initial Term or the Renewal Term, the City Council fails to provide funding necessary to continue this Ground Lease for the following fiscal year of the City, the City shall give District written notice of such failure to fund and grant to District the option to

assume City's discontinued funding obligations under the Ground Lease, which option District shall exercise by notifying City within thirty (30) days of receipt of City's failure to fund notice. If District decides not to assume City's funding obligations under this Ground Lease, this Ground Lease shall terminate without any further liability, effective as of the earlier of (a) the last day of the then current fiscal year of City or (b) 30 days after City notifies District of its failure to fund.

18.0 Non-Waiver.

18.1 Any act of forbearance by either party to enforce any provision of this Ground Lease shall not be construed as a modification of this Ground Lease or as a waiver of any breach or default of the other party which then exists or may subsequently exist. The failure of either party to exercise any right or privilege granted in this Ground Lease shall not be construed as a waiver of that right or privilege.

18.2 All rights of both Parties under this Ground Lease are specifically reserved. Any payment, act or omission by a party shall not impair or prejudice any remedy or right of that party under this Ground Lease. Any right or remedy stated in this Ground Lease shall not preclude the exercise of any other right or remedy under this Ground Lease, the law or at equity. Any action taken in the exercise of any right or remedy shall not be deemed a waiver of any other rights or remedies.

19.0 Entire Agreement.

With the exception of the referenced Interlocal Agreement, this Conveyance of Building, Ground Lease and Access Easement constitutes the entire agreement between City and District with regard to the District Property. Any other statement, representation, agreement or promise, either oral or written, relating to the subject matter of the District Property that is not contained herein shall not be binding or valid. It is agreed and understood that the transitional interlocal agreement to be executed at or about the time of the execution of this Agreement will address transitional issues between the Parties, including but not limited to the provision of transitional information technology and related services described in paragraph 3.1 above. In addition, it is further agreed and understood that the Parties will formulate a set of procedures and rules in connection with the use of the Common Use Areas described in paragraph 1.3 above.

20.0 Governing Law and Venue.

This Agreement and the rights and duties of City and District will be governed by Texas law. All obligations under this Agreement are performable in Travis County, Texas, and venue for any litigation arising under or in connection with this Agreement shall lie exclusively in Travis County, Texas.

21.0 Notices.

(a) Any notice given hereunder by either party to the other shall be in writing and may be effected by personal delivery in writing or by registered or certified mail, return receipt requested when mailed to the proper party, at the following addresses:

CITY: Lauraine Rizer (or successor)
City of Austin Real Estate Services Manager
Contract and Land Management Department
505 Barton Springs Road, Suite 1350
Austin, Texas 78702

Copy to: City Attorney David A. Smith (or successor)
City Law Department
301 West Second Street, 4th Floor
Austin, Texas 78701

DISTRICT: Patricia A. Young Brown (or successor)
President and CEO
Travis County Healthcare District
1111 E. Cesar Chavez St., Suite B
Austin, Texas 78702

Copy to: David Escamilla, (or successor)
Travis County Attorney
314 West 11th Street, 3rd Floor
Austin, Texas 78701

(b) All Rent and other payments required to be made by the Parties hereunder shall be payable to the party entitled to receive such payment at the address above or at such other address as the Parties may specify from time to time by written notice delivered in accordance herewith; and either party may change its address for purposes of this paragraph by written notice delivered in accordance herewith. Payments may be made by check or electronic payment pursuant to an electronic payment protocol to be agreed upon by the Parties.

22.0 Invoicing and Payment.

22.1 The City will invoice the District at the following address:

Travis County Healthcare District
ATTN: TCHD Accounts Payable
1111 E. Cesar Chavez St., Suite B
Austin, Texas 78702

or for submission of an electronic invoice to:
TCHD-Finance@traviscountyhd.org.

22.2 The Parties shall pay the invoiced sum (or the non-disputed portion thereof) within thirty (30) days of receipt of a correct and proper invoice.

22.2 The Parties shall submit invoices to the other party promptly, but in no event later than fifteen (15) days of the end of the month. Invoices shall include, as applicable: (i) name, address, and telephone number of City department for payment; (iii) identification of leased premises; (iv) quantity or quantities, applicable unit prices, total prices, and total amount of goods or services provided, as applicable; (v) payments made under this Lease to any M/WBE or HUB contractor or subcontractor(s); and (vi) any additional payment information which may be called for by the Lease.

23.0 Force Majeure.

The Parties shall not be liable or responsible for, and there shall be excluded from the computation for any period of time, any delays due to acts of God, war, riot, civil commotion, sovereign conduct, or governmental laws, regulations or restrictions.

24.0 Severability.

If any clause or provision of this Agreement is ruled illegal, invalid or unenforceable in any respect by a court of competent jurisdiction, the remainder of this Agreement shall remain valid and binding. It is also the intention of the Parties to this Agreement that in lieu of each clause or provision of this Agreement that is ruled illegal, invalid or unenforceable, there be added as a part of this Agreement a legal, valid and enforceable clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as is possible.

25.0 Amendments. Binding Effect.

This Agreement may not be amended, except in writing signed by both Parties. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors in interest and legal representatives, except as otherwise provided. CITY ACKNOWLEDGES THAT NO DISTRICT OFFICER, AGENT, EMPLOYEE OR REPRESENTATIVE HAS ANY AUTHORITY TO AMEND THIS AGREEMENT UNLESS EXPRESSLY GRANTED THAT SPECIFIC AUTHORITY BY THE DISTRICT BOARD OF MANAGERS.

26.0 Quiet Enjoyment.

District shall peaceably and quietly hold and enjoy the Premises for the Initial Term and the Renewal Term, without interference from City, subject to the terms and conditions of this Ground Lease and to all matters of record affecting the Premises.

27.0 Gender and Number.

Words of any gender used in this Agreement shall include any other gender, and words in the singular number shall include the plural, unless the context otherwise requires.

28.0 Captions.

The captions in this Lease are for convenience of reference only, and shall not in any way limit or enlarge the terms and conditions of this Lease.

29.0 Dispute Resolution.

29.1 Definition of Dispute. "Dispute" means any and all disagreements, questions, claims, or controversies arising out of or relating to this Agreement, including the validity, construction, meaning, performance, effect, or breach of this Agreement.

29.2 Negotiation. In the event of a Dispute among the Parties, the Parties shall promptly, amicably, and in good faith attempt to resolve the Dispute through informal negotiations. A disputing party shall give written notice of the Dispute to the other party that shall contain a brief statement of the nature of the Dispute. If the Parties are unable to resolve the Dispute within thirty (30) days of the receipt by the adverse party of the written notice of Dispute, the Parties may submit to mediation as set forth herein.

29.3 Mediation. If a Dispute arises among the Parties that cannot be resolved through negotiation, the parties may submit that Dispute to mediation. The Parties agree to use a mutually agreed upon mediator, or someone appointed by the Court having jurisdiction, as the provider of mediators for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless all Parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.073 of the Texas Civil Practice and Remedies Code, unless both Parties agree, in writing, to waive the confidentiality.

30.0 Authorized Representatives

City hereby designates its City Manager or his or her authorized designee to represent City in all matters under this Lease, including the transmission of instructions and the receipt of information, except to the extent specifically otherwise provided herein. District hereby designates its Chief Executive Officer or his or her authorized designee to represent District in all matters under this Lease, including the transmission of instructions and the receipt of information, except to the extent specifically otherwise provided herein.

CITY:

CITY OF AUSTIN

By: Lauraine Rizer
Lauraine Rizer
Director, Real Estate Services Division

Date: 2-26-09

Approved as to form:

[Signature]
Assistant City Attorney

DISTRICT:

TRAVIS COUNTY
HEALTHCARE DISTRICT

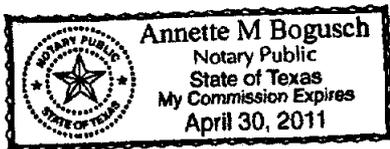
By: [Signature]
Name: Patricia A. Young Brown
Title: President & CEO

Date: 2/27/09

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on February 26, 2009, by Lauraine Rizer, Director, Real Estate Services Division, of the City of Austin.

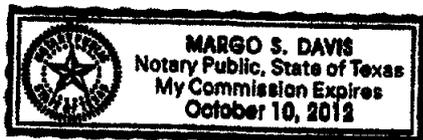


Annette M. Bogusch
Notary Public, State of Texas

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
CITY OF TRAVIS §

This instrument was acknowledged before me on the 27 day of February, 2009, by Patricia A. Young Brown, in the capacity stated.



Margo S. Davis
Notary Public, State of Texas

Exhibit I

Site Plan for Conveyance of Building, Ground Lease and Access Easement

Exhibit II

**INSTRUMENT CONVEYING TITLE
TO FURNITURE, EQUIPMENT AND SUPPLIES FROM THE CITY OF AUSTIN
TO THE TRAVIS COUNTY HEALTHCARE DISTRICT**

The City of Austin, a Texas home-rule municipal corporation (the "City"), hereby transfers, conveys and delivers to the Travis County Healthcare District, a county-wide hospital district created pursuant to Chapter 281 of the Texas Health and Safety Code (the "District"), and the District hereby accepts, the furniture, equipment, and supplies used by the City in the performance of Services, as defined in the Interlocal Agreement between the City and the District, effective October 1, 2004 (the "Interlocal"), at the time the City's obligations to provide Services to the District ceases (hereinafter referred to as "Equipment"), together with all and singular the warranties, obligations, rights, and appurtenances thereunto in any way belonging to the City, to have and to hold to the District and its successors and assigns forever, except that the City shall not be required to transfer any such property if such transfer would violate the rights of a third party or would cause a disruption in other operations of the City, such as telecommunications or information technology assets, and in addition, this transfer, conveyance and delivery does not include and excludes any and all fixtures that would be considered part of the real property, including but not limited to built-in counters and other improvements which cannot be removed without damaging the Building.

THE CITY IS MAKING THIS CONVEYANCE IN ORDER TO FULFILL A REQUIREMENT OF THE CITY UNDER SECTION 5(e)(vii) OF THE INTERLOCAL WHICH REQUIRES THE CITY TO CONVEY FURNITURE, EQUIPMENT, AND SUPPLIES TO THE DISTRICT. THE CITY HAS MADE NO REPRESENTATION, AFFIRMATION OF FACT, OR PROMISE RELATING TO THE EQUIPMENT THAT HAS BECOME ANY BASIS OF ANY BARGAIN BETWEEN THE CITY AND THE DISTRICT. THE EQUIPMENT IS CONVEYED AS IS, WHERE IS, AND WITH ALL FAULTS. EXCEPT FOR TITLE, THE CITY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, WITH RESPECT TO THE EQUIPMENT INCLUDING, WITHOUT LIMITATION, WARRANTIES OF QUALITY, CONDITION, MERCHANTABILITY, AND FITNESS FOR USE.

By executing this Instrument below, the District accepts the Equipment on the terms set forth herein. This Instrument is executed to be effective as of the 1st day of March, 2009.

CITY OF AUSTIN

Lorraine Rizer
Printed name: Lorraine Rizer
Title: Manager, Real Estate
Date: 2/26/09

TRAVIS COUNTY HEALTHCARE DISTRICT

Patrick Young Brown

Printed name: PATRICK YOUNG BROWN

Title: President, CEO

Date: 2/27/09

Exhibit III
Transition Blueprint
Service Provider Contracts for Operation and Maintenance

Site	Montopolis Health				Description	Shared with two separate buildings with common parking lot:				Notes
Address	1200 Montopolis St				Business Center	Business Center				
Owner	Health District				Business Center	Business Center				
	Service Provider	Contract #	Start Date	Frequency	Contract Description	Account #	Contract Description	Service Provider	Notes	
Utilities										
Drainage	Watershed Protection				CCS	Health District	Account with AE	Health District assumes contract	District contracts with Watershed Protection	none
Electric	Austin Energy				CCS	Health District	Account with AE	Health District assumes contract	District contracts with Austin Energy	none
Gas	Texas Gas Service				CCS	Health District	Account with Texas Gas	Health District assumes contract	District contracts with Texas Gas Service	none
Garbage (City pickup)	Solid Waste Services				CCS	Health District	Account with AE	Health District assumes contract	District Contracts with SWS	none
Water	Austin Water Utility	799368	799368		CCS	Health District	Account with AE	Health District assumes contract	District contracts with Water Utility	none
Wastewater	Austin Water Utility	799368	799368		CCS	Health District	Account with AE	Health District assumes contract	District contracts with Water Utility	none
Services										
Backflow inspection	no known device at site									
Custodial	Building Services	none	none	daily	Building Services	Health District	contractor	Health District assumes contract	by Community Care contract	none
Elevator inspection	does not apply									
Elevator maintenance	does not apply									
Fire extinguishers	AAA Fire & Safety	0060250		annual	Building Services	Health District	contractor	Health District assumes contract	by Community Care contract	FASD/Materials Control coordinates existing contract
Landscaping	Health- Program				HHS	Health District	contractor	undetermined	undetermined - shared site.	
Building air/dried?										
Active fire panel on site?										
Sprinkler/fire panel inspection	Simplex Grinnell	Cooperative Contract		annual	Building Services	Health District	contractor	Health District assumes contract	by Community Care contract	contract
Roof maintenance/repairs	Total Roofing	NA08000033		as needed	Building Services	Health District	contractor	Health District assumes contract	by Community Care contract	contract
Mets	Unifast	NA08000115		bi-weekly	Building Services	Health District	contract	Building Services uses city-wide contract	Health District assumes contract	by Community Care contract
Pest Control	Kil-A-Bug	NA07000073		monthly		Health District				
Recycling	In-House					Health District	In-house via Solid Waste	Health District contract	by Community Care contract	Solid Waste currently provides for City facilities only

Trash (dumpster)									
UPS in data rooms									
HVAC									
HVAC water treatment	does not apply								
Building automation (sets temperature)	does not apply								
Chiller maintenance	does not apply								
HVAC maintenance	BSD, in-house.		monthly PM	BSD	Health District		in-house	Health District contract	by Community Care contract
Other									
General maintenance	in-house Building Services		as required	Building Services	Health District		in-house	Health District contract	by Community Care contract
Generator fueling	does not apply								
Generator maintenance	does not apply								
Grass removal	Off the Wall	8050335	as required	Building Services	Health District		contractor	Health District contract	by Community Care contract
Key system	in-house Building Services		as required	Building Services	Health District		mostly in-house	Health District contract	by Community Care contract
Parking lot maintenance	contractor	none	as required	Building Services	Health District		contractor	undetermined	Bid out individually
Security services (guard)	None								
Security system	Community Care HRIS							Health District contract	by Community Care contract
UV systems									
UV lighting	Building Services		as required	Building Services	Health District		contractor	Health District contract	by Community Care contract
UV maintenance and calibration	Building Services		annual	Building Services	Health District		contractor	Health District contract	by Community Care contract
UV maintenance for HVAC/scrubber	does not apply								
Comments									

Take locks off City keyway.
Schlage - C keyway
District or City Contract with
shared pro-rated costs

Wall units are not calibrated

Exhibit IV

Additional Third Party Contractor Insurance Requirements

A. General Requirements

District shall forward certificates of insurance with the endorsements required below to City as verification of coverage prior to the date of commencement of any third party contractor repair, improvement, or alteration work (the "Work"), EXCEPT that District shall have in place a policy of commercial general liability insurance meeting the requirements of this Lease commencing on the Effective Date. To the extent that the specific endorsements referenced herein are unavailable or that equivalent endorsements are available, the substitution of equivalent endorsements will be permitted subject to the reasonable approval of City.

District shall not allow a third party contractor to commence Work until the required insurance is obtained and has been reviewed by City. Approval of insurance by City does not relieve or decrease the liability of District hereunder and is not a limitation of liability on the part of District.

District must submit certificates of insurance for all contractors to City prior to the commencement of Work.

District's and all contractor's and, as applicable, subcontractor's insurance coverage must be written by companies licensed to do business in the State of Texas at the time the policies are issued and must be written by companies with A.M. Best ratings of B+VII or better. City will accept workers' compensation coverage written by Texas Mutual.

All endorsements naming City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance must contain the following information:

Attn: Bert Lumbreras, Assistant City Manager (or successor)
City of Austin
P. O. Box 1088
Austin, Texas 78767

The "other" insurance clause must not apply to City where City is an additional insured shown on any policy. It is intended that policies required in this Lease, covering both City and District, be considered primary coverage as applicable.

If insurance policies are not written for amounts specified in this Lease, District, contractors and, as applicable, subcontractors must carry umbrella or excess liability insurance for any differences in amounts specified. If excess liability insurance is provided, it must follow the form of the primary coverage.

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

District shall not cause any insurance to be canceled nor permit any insurance to lapse during the Work.

District and any contractor or, as applicable, subcontractor responsible for maintaining insurance shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions must be disclosed on the certificate of insurance.

City may review the insurance requirements set forth herein during the Term and may make reasonable adjustments to insurance coverages, limits, and exclusions when reasonably deemed necessary and prudent by City based upon applicable changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company(ies) and District.

The insurance coverages specified below are required minimums and are not intended to limit the responsibility or liability of District.

B. Specific Third Party Contractor Insurance Requirements

Worker's Compensation and Employers' Liability Insurance. Coverage must be consistent with statutory benefits outlined in the Texas Worker's Compensation Act. The minimum policy limits for Employer's Liability are \$500,000 bodily injury each accident, \$100,000 bodily injury by disease policy limit and \$500,000 bodily injury by disease each employee.

- (a) District's contractor's and, as applicable, subcontractor's policy(ies) shall apply to the State of Texas and include these endorsements in favor of City:
 - (i) Waiver of Subrogation, Form WC 420304
 - (ii) Thirty days Notice of Cancellation, Form WC 420601

Commercial General Liability Insurance. The minimum bodily injury and property damage per occurrence are \$1,000,000 for coverages A and B.

- (a) The policy must contain the following provisions:
 - (i) Blanket contractual liability coverage for liability assumed under this contract and all contracts related to this project.
 - (ii) Independent contractor's coverage.

(iii) Products/completed operations liability for the duration of the warranty period.

(b) The policy must also include these endorsements in favor of City:

(i) Waiver of Subrogation, endorsement CG 2404 or equivalent coverage

(ii) Thirty days notice of cancellation, endorsement CG 0205 or equivalent coverage

(iii) City listed as an additional insured, endorsement CG 2010 or equivalent coverage

Business Automobile Liability Insurance. Any District contractor and, as applicable, subcontractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$1,000,000 per occurrence for bodily injury and property damage,

(a) The policy must include these endorsements in favor of the City of Austin:

(i) Waiver of subrogation, endorsement TE 2046A

(ii) Thirty days notice of cancellation, endorsement TE 0202A

(iii) City listed as an additional insured, endorsement TE 9901B

Property Insurance. During the Work, if any of City's property is in the care, custody or control of a third party contractor, , then District shall provide property coverage on an "all risk of physical loss" form. The coverage must be provided on a replacement cost basis for the 100% value of City's property. If any property is being transported or stored off site by District, then transit and storage coverage must also be provided. City shall be endorsed onto the policy as a loss payee.

Builders Risk Insurance. During the construction of the Work, , District shall require its contractor to maintain an all risk builders risk insurance policy in the amount of the construction contract. The policy must name City as loss payee as its interest may appear.

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

(a) Provide an asbestos abatement endorsement to the commercial general liability policy with minimum bodily injury and property damage limits of \$1,000,000 per occurrence for coverages A&B and products/completed operations coverage with a separate aggregate of \$1,000,000. This policy must not exclude asbestos or any hazardous materials or pollution defined

as asbestos, and must provide "occurrence" coverage without a sunset clause. The policy must provide 30 day notice of cancellation and waiver of subrogation endorsements in favor of District and City.

- (b) Any contractor or, as applicable, subcontractor responsible for transporting asbestos or any hazardous materials defined as asbestos shall provide pollution coverage. Federal law requires interstate or intrastate transporters of asbestos to provide an MCS 90 endorsement with a \$5,000,000 limit when transporting asbestos in bulk in conveyances of gross vehicle weight rating of 10,000 pounds or more. Interstate transporters of asbestos in non-bulk in conveyances of gross vehicle weight rating of 10,000 pounds or more must provide an MCS 90 endorsement with a \$1,000,000 limit. The terms "conveyance" and "bulk" are defined by Title 49 CFR 171.8. All other transporters of asbestos shall provide either an MCS 90 endorsement with minimum limits of \$1,000,000 or an endorsement to their Commercial General Liability Insurance policy which provides coverage for bodily injury and property damage arising out of the transportation of asbestos. The endorsement must, at a minimum, provide a \$1,000,000 limit of liability and cover events caused by the hazardous properties of airborne asbestos arising from fire, wind, hail, lightening, overturn of conveyance, collision with other vehicles or objects, and loading and unloading of conveyances.
- (c) The contractor shall submit complete copies of the policy providing pollution liability coverage to District and City.

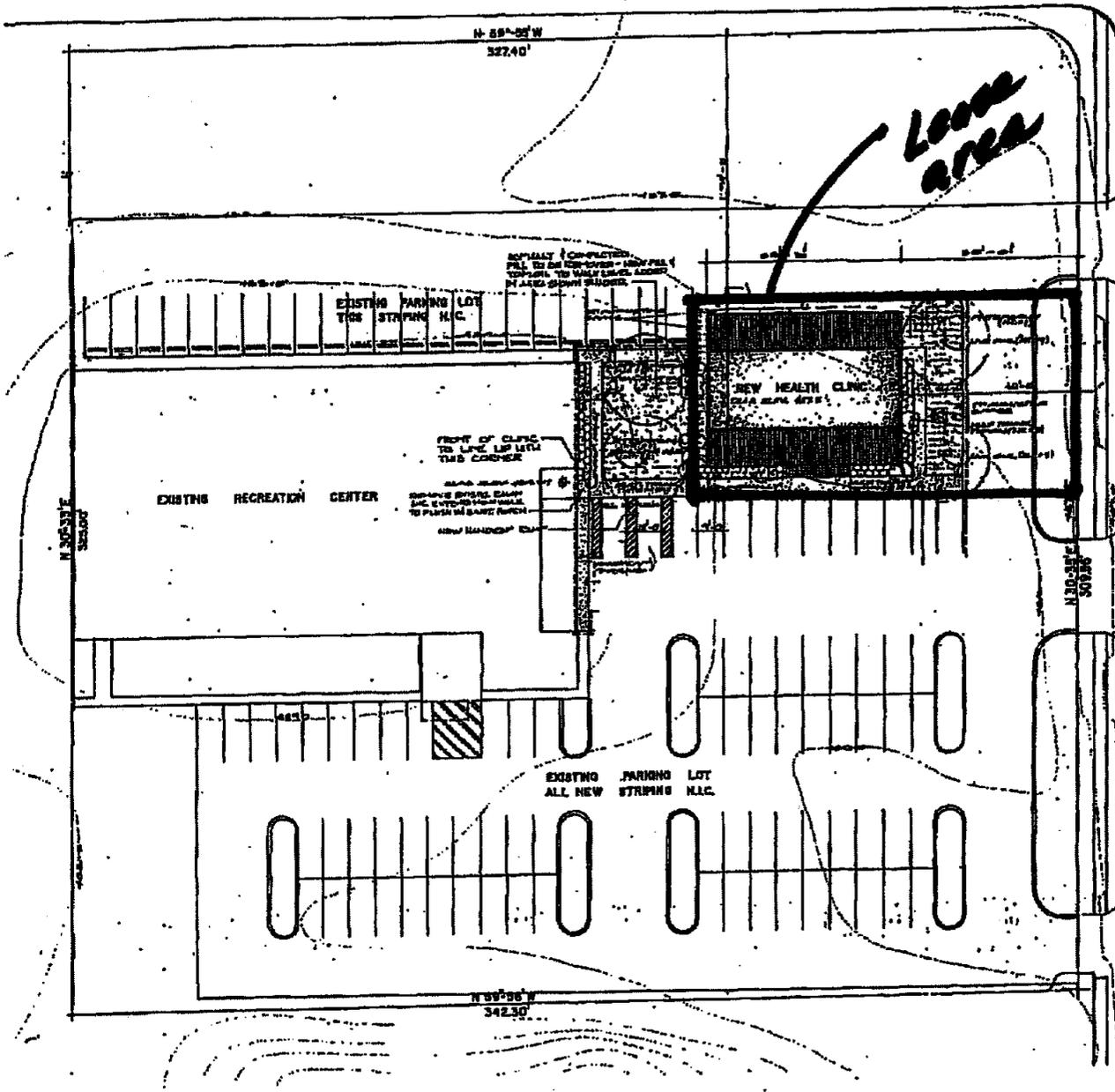
Performance and Payment Bonds. District shall require its general contractor, within 30 days from and after notification of the award of the contract, and before commencement of construction of the Work, to furnish and deliver to City, legally issued surety bonds in a form approved by City, with City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

Payment Bond. If the contract is for more than \$25,000, District shall require the general contractor to provide a payment surety bond legally issued, meeting the approval of City, in an amount not less than 100% of the total contract price of the Construction Costs, conditioned upon the prompt, full, and complete payment of all subcontractors and suppliers.

Performance Bond. If the contract is for more than \$100,000, District shall require contractor to provide a performance surety bond legally issued, meeting the approval of City, in an amount not less than 100% of the total contract price of the Construction

Costs, conditioned upon the prompt, full and complete performance by the general contractor of these covenants and agreements contained in the contract documents.

LARCH TERRACE



MONTOPOLIS DRIVE

MONTOPOLIS CLINIC

EXHIBIT 1

AFTER RECORDING, RETURN TO CITY OF AUSTIN.

Attn: Melissa Torres
File No: 3111.142
Montopolis Clinic Access Easement

Recorders Memorandum-At the time of recordation this instrument was found to be inadequate for the best reproduction, because of illegibility, carbon or photocopy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

2009 Mar 26 01:43 PM 2009048236

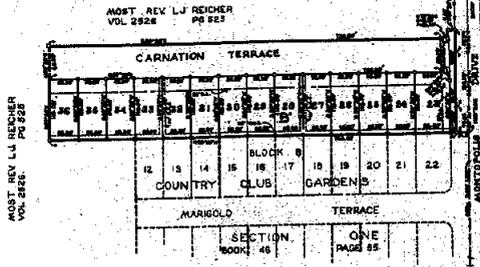
CARTERT \$152.00

DANA DEBEAUVOIR COUNTY CLERK

TRAVIS COUNTY TEXAS

Jul. 18-49 Recd A 1226 7.50

VAL 41 Page 46



Color Keys

- 0 - 10'00'
- 1 - 10'00'
- 2 - 10'00'
- 3 - 10'00'
- 4 - 10'00'

Legend

- 1 - 10'00'
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- 8 - 10'00'
- 9 - 10'00'

THE STATE OF TEXAS
COUNTY OF TARRANT

BEFORE ME, the undersigned authority, a notary public in and for Tarrant County, Texas, on this 17th day of July, 1949, personally appeared James W. O'Shea, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 17th day of July, A.D., 1949.



APPROVED FOR ACCEPTANCE:
July 17, 1949

ACCEPTED AND AUTHORIZED FOR RECORD BY THE PLANNING COMMISSION, CITY OF AMPTON, TEXAS, THIS 17th day of July, A.D., 1949.

FILED FOR RECORD AT 9:00'clock A.M., this 18th day of July, A.D., 1949.

THE STATE OF TEXAS
COUNTY OF TARRANT

I, James W. O'Shea, Clerk of the County Court of Tarrant County, Texas, do hereby certify that the foregoing instrument of writing was filed for record in the Public Record Office of this County, Texas, on this 17th day of July, A.D., 1949, at 9:00'clock A.M., and duly recorded on the 18th day of July, A.D., 1949, at 9:00'clock A.M., in the Public Records of said County and State in Plat Book 48, Page 85.

WITNESSED BY ME AND SEAL OF THE COURT OF SAID COUNTY, the day and date written above.

For restrictions
See Vol. 2702 Page 104
Epling from Davo County
City of Ampton, Tarrant County
Texas
By: James W. O'Shea

Surveyed by:
[Signature]
8/18/49



1949 JUL 18 VAL 41 Page 46

ATTACHMENT E - MONTOPOLIS AERIAL MAP



1200 Montopolis Drive, Austin, TX 78741

Bidding Requirements, Contract Forms and Conditions of the Contract
WAGE RATES AND PAYROLL REPORTING
Section 00830

1. Payment**A. Classification Definitions, Building and Heavy and Highway**

Definitions for Building Construction and Heavy and Highway classifications shall conform to the current "Dictionary of Occupational Titles" as published by the U.S. Department of Labor.

B. Minimum Wages

Workers on Project shall be paid not less than wage rates, including fringe benefits, as published by the Department of Labor (DOL) for Building Construction and Heavy and Highway Trades. Such wage rates shall be used throughout the Contract. If a classification is to be used, which is not listed in the attached wage rates, CONTRACTOR shall submit to OWNER rates and classification proposed for use, for approval, **prior** to performance of the Work.

NOTE: The terms journeyman and apprentice apply to both union and independent workers, and are not intended to imply that these positions are union workers only.

All laborers and mechanics working upon the Work for this Project shall be paid unconditionally and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by Secretary of Labor under the Copeland Act, Title 29 CFR, Part 3) full wages accrued and when due, computed at rates not less than wage rates bound herein pertaining to type of Work being performed. When Work is of such a nature that both Building and Heavy and Highway wage scales are incorporated into contract, CONTRACTOR shall pay wage rates to mechanics or laborers performing Work in more than one classification at the rate indicated for each classification for time actually worked as determined by area practice applicable to type (Site Construction Crafts or Building Construction Crafts) of Work being performed without regards to skill. Salaried specialists (project superintendent and administrative personnel only) in the permanent employment of CONTRACTOR do not fall under any Wage Classification. Wage rates shall be posted by CONTRACTOR at site(s) of Work in prominent, easily accessible places where they can be seen by all workers. The following shall also be posted by the CONTRACTOR alongside prevailing wage rates: City of Austin wage contact posters (English and Spanish), City of Austin Equal Employment Opportunity posters (English and Spanish).

C. Overtime Requirements

No CONTRACTOR, Subcontractor, or Sub-subcontractor contracting for any part of contract Work which may require or involve the employment of laborers or mechanics shall require or permit any laborer or mechanic in any workweek in which he is employed on such Work, to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all hours in excess of forty hours in such workweek.

2. Apprentices**Locally & Federally Funded Projects**

Apprentices and Trainees will be permitted to work as such only when they are registered, individually, under a bonafide Apprenticeship or Trainee program registered with the Bureau

of Apprenticeship and Training, United States Department of Labor. The allowable ratio of Apprentices or Trainees to journeymen in any craft classification shall not be greater than the ratio permitted to CONTRACTOR as stated in the registered apprenticeship program standards. Any employee listed on a payroll at an Apprentice or Trainee wage rate, who is not registered as above, shall be paid the wage rate provided in Contract for Work employee actually performed. CONTRACTOR, Subcontractor, or Sub-subcontractor shall furnish to OWNER written evidence of registration of his program for Apprentices and Trainees as well as of the appropriate ratios and wage rates, for the area of construction **prior** to using any Apprentices or Trainees on this Contract.

3. Withholding of Payments

OWNER may withhold or cause to be withheld from CONTRACTOR as much of the accrued payments as necessary to pay laborers and mechanics employed by CONTRACTOR, Subcontractors, or Sub-subcontractors the amount of wages required to comply with the Contract. In the event of nonpayment of wages to laborers or mechanics working on the site of the Work of this Contract, OWNER may, after Written Notice to CONTRACTOR, take such action as may be necessary to cause suspension of any further payments or advance of funds to CONTRACTOR until such violations have ceased and until restitution has been made. Payments may also be withheld if CONTRACTOR fails to maintain weekly payroll reports or fails to provide copies in a timely manner upon request of Owner.

4. Payrolls

A. CONTRACTOR shall keep records showing:

1. the name, address and occupation of each worker employed by the CONTRACTOR or subcontractor(s) in the construction of the public work.
2. the actual per diem wages paid to each worker.
3. Employee Certification. CONTRACTOR, all levels of Subcontractors shall identify in writing, the classification agreed to by all laborers and mechanics employed by them in the execution of the Contract, and pay not less than rates specified in the attached Building Construction and Heavy and Highway Wage Rate Schedule(s). Contractor shall prepare a completed form for the signature of Employee and a witness shall sign the form in the presence of Employee. If work performed by worker is different than the trade classification agreed upon, the worker shall be paid for that work no less than the minimum prevailing wage for that specified trade.
4. Payroll Deduction Authorization Form. CONTRACTOR, Subcontractor, and Subsubcontractor shall prepare for employee signature a payroll deduction authorization form to identify all payroll deductions excluding those required by statute, such as federal income taxes, medicare and social security.

B. The record shall be open at all reasonable hours to inspection by the officers and agents of the Owner as requested. CONTRACTOR will be responsible to provide copies of records as requested by the Owner within two (2) working days. Payrolls relating to this Work shall be maintained during term of Contract and preserved for a period of three (3) years thereafter by CONTRACTOR for all laborers and mechanics working on the Work.

C. A Statement of Compliance, a letter signed and dated by party responsible for supervising the payment of persons employed by CONTRACTOR or subcontractor

shall accompany payrolls required by Owner. The Statement of Compliance letter shall identify but is not limited to:

1. name of signatory party and title,
2. name of project, payroll period and
3. name of CONTRACTOR or Subcontractor.

The signed letter attests that the payroll complies with 29CFR issued by the Secretary of Labor.

D. Federal Funding

In the event that federal funding is used:

1. Contractor and all levels of Subcontractors shall submit weekly certified payroll reports and signed wage compliance statements to the Owner’s designated office no later than seven (7) calendar days after the scheduled payday.
2. Contractors and all levels of Subcontractors shall pay all “mechanics and laborers” not less often than once per week, for work performed the previous week.
3. Submit to the Owner’s designated office Standard Form 1413, Statement and Acknowledgement, from each subcontractor prior to the subcontractor performing work on the project.

5. Complaints and Penalties

A public body awarding a contract, and an agent or officer of the public body, shall, take cognizance of complaints of all violations of Chapter 2258 Texas Government Code Title 10 or applicable Federal Statutes committed in the execution of the contract; and withhold money forfeited or required to be withheld under this chapter from the payments to the CONTRACTOR under the contract. A CONTRACTOR or subcontractor(s) who violates this section shall pay to the political subdivision on whose behalf the contract is made, \$60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the contract. A public body shall use any money collected under this section to offset the costs incurred in the administration of this chapter. Confirmed Disciplinary action taken by CONTRACTOR against employees who provide information during an interview or investigation by the Owner on wages received, may result in suspension or debarment from consideration of award of City contracts.

6. Area Practice

- A. Heavy and Highway Construction Rates shall be used on this Project, unless the Project consists primarily of Building Construction and Building Construction Rates are to be used.
 1. Building Construction consists generally of all aspects of construction of buildings, which are sheltered enclosures with walk-in access for the purpose of housing persons, machinery, equipment or supplies, including without limitation the installation of utilities and equipment, both above and below grade level, as well as incidental demolition, grading, utilities, paving and other site work. Buildings need not be “habitable” to be classified as Building Construction and the installation of heavy machinery and/or equipment will not generally change a Building Construction project’s classification.
 2. The determination of Building Construction Wage Rates includes all construction trades and work necessary to complete a building, regardless of the number of

contracts involved, so long as all such contracts are closely related in purpose, time and place.

- B. For projects that involve both Building Construction and Heavy and Highway trades, the following classifications shall be used:
 - 1. A multiple classification shall be used if Building Construction items are more than 20% of the Heavy and Highway project cost.
 - 2. A multiple classification shall be used if Heavy and Highway Construction items are more than 20% of the Building Construction Project cost.
- C. Split classifications/multiple wage rate schedules: When construction work requires that an employee perform work under multiple classifications or multiple wage scales, the employer must pay that worker (at least) the highest prevailing wage or the employer payroll records must accurately set forth the times spent performing the work of each classification and under each scale. For those projects that involve both Building Construction and Heavy and Highway trades, the Heavy and Highway wage rates may only be applied to workers when engaged in site work at least five (5) feet beyond the building.

7. Texas Open Records Act

Unless covered by an exception to mandatory disclosure under the Texas Public Information Act, Chapter 552, Texas Government Code, any and all documents submitted to the City of Austin become Public Records and are, therefore, subject to public disclosure.

Wage Rates For This Project Are Attached

End

**Bidding Requirements, Contract Forms Conditions of the Contract
WAGE RATES AND PAYROLL REPORTING
Section 00830HH**

PREVAILING WAGE RATE DETERMINATION

HEAVY AND HIGHWAY CONSTRUCTION

COUNTY NAME: TRAVIS

Wages based on DOL General Decislon:TX150016 01/02/2015 TX16

Classification	Wage Rate	Classification	Wage Rate
Agricultural Tractor Operator	\$ 12.69	Laborer, Utility	\$ 12.27
Asphalt Distributor Operator	\$ 15.55	Loader/Backhoe Operator	\$ 14.12
Asphalt Paving Machine Operator	\$ 14.36	Mechanic	\$ 17.10
Asphalt Raker	\$ 12.12	Milling Machine	\$ 14.18
Boom Truck Operator	\$ 18.36	Motor Grader Operator - Fine Grade	\$ 18.51
Broom or Sweeper Operator	\$ 11.04	Motor Grader Operator - Rough	\$ 14.63
Cement Mason/Concrete Finisher	\$ 12.56	Painter - Structures	\$ 18.34
Concrete Pavement Finishing Machine Operator	\$ 15.48	Pavement Marking Machine Operator	\$ 19.17
Crane, Hydraulic 80 tons or less	\$ 18.36	Pipelayer	\$ 12.79
Crane, Lattice Boom, 80 tons or less	\$ 15.87	Reclaimer/Pulverizer	\$ 12.88
Crane, Lattice Boom, over 80 tons	\$ 19.38	Reinforcing Steel Setter	\$ 14.00
Crawler Tractor	\$ 15.67	Roller Operator, Asphalt	\$ 12.78
Directional Drilling Locator	\$ 11.67	Roller Operator, Other	\$ 10.50
Directional Drilling Operator	\$ 17.24	Scraper Operator	\$ 12.27
Electrician	\$ 26.35	Servicer	\$ 14.51
Excavator, 50,000 lbs. or less	\$ 12.88	Spreader Box Operator	\$ 14.04
Excavator, over 50,000 lbs.	\$ 17.71	Structural Steel Worker	\$ 19.29
Flagger	\$ 10.10	Traffic Signal Installer/Light Pole Worker	\$ 16.00
Form Builder/ Setter, Structures	\$ 12.87	Trenching Machine Operator, Heavy	\$ 18.48
Form Setter - Paving & Curb	\$ 12.94	Truck Driver Tandem Axle Semi-Trailer	\$ 12.81
Foundation Drill Operator, Truck Mounted	\$ 16.93	Truck Driver, Lowboy-Float	\$ 15.66
Front End Loader Operator, 3CY or less	\$ 13.04	Truck Driver, Single Axle	\$ 11.79
Front End Loader Operator, over 3 CY	\$ 13.21	Truck Driver, Off Road Hauler	\$ 11.88
Laborer, Common	\$ 10.50	Truck Driver, Single or Tandem Axle Dump Truck	\$ 11.68
		Welder	\$ 15.97
		Work Zone Barricade Servicer	\$ 11.85

<http://www.wdol.gov/wdol/scafiles/davisbacon/tx.html>

The Wage Compliance information detailed below was excerpted from General Decision TX20070043 or other DOL sources.

1. Additional Trade information:

Unlisted classifications needed for work not listed within the scope of the classifications listed may be added upon the advance approval of Contract Procurement. CONTRACTOR shall submit to City of Austin Contract Procurement the following: classification, a bona fide definition of work to be performed and a proposed wage with sample payrolls conforming to area practice **prior** to the start of the job for that type of work. Proposed trade may not be performed by any trade already listed.

2. Wages

For overtime, the basic hourly rate listed in the contract wage determination must be used in computing pay obligations.

3. Proper Designation of Trade

A work classification from the Prevailing Wage Poster for each worker must be made based on the actual type of work he/she performed on the job. In summary the work performed, not the "title" determines the correct worker classification and wage. Each worker must be paid no less than the wage rate on the wage decision for that classification **regardless** of his/her level of skill (exclusive of a bona fide apprentice currently registered in a DOL approved apprentice program - proof of individual registration must be supplied in advance to the City of Austin).

4. Split Classification

If a firm has employees that perform work in more than one classification, it can pay the wage rates specified for each classification ONLY if it maintains accurate time records showing the amount of time spent in each classification. If accurate time records are not maintained, these employees must be paid the highest wage rate of all the classifications of work performed by each worker. Accurate time records tracking how many hours a worker performed the work of one trade and then switched to another trade must be accounted for on a daily basis and reflected on Employer Certified Payroll accordingly.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor

200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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