

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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CONTRACT TEMPLATE



City of Austin

Founded by Congress, Republic of Texas, 1839

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

June 17, 2015

Re: Announcement
Request for Statements of Qualifications (RFQ) for Providing Professional Architectural Services: ABIA
Parking Garage and Administration Building
Solicitation Number: CLMP182

The City of Austin, through Various Departments and its Contract Management Department, is requesting statements of qualifications for the selection of a professional architectural firm for the above-noted project. Statement of qualifications will be due **PRIOR to 3:00 p.m.**, July 16, 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 November, 2015.

A pre-response meeting will be held beginning at 10:00, June 25, 2015, in Room 174A/C of the Department of Aviation Building located at 2716 Spirit of Texas Drive, Austin. 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 CLMP182. 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 David Smythe-Macaulay, Project Manager, at david.smythe-macaulay@austintexas.gov or 512-974-7152, or Sofie Johnson, Buyer II, at sofie.johnson@austintexas.gov or 512-974-9143. Please contact David Smythe-Macaulay for all project related questions and me for any RFQ procurement process questions.

Sincerely,

Sofie Johnson, Buyer II
Contract Management Department
Contract Procurement Division

cc: David Smythe-Macaulay, Project Manager, Public Works Department



REQUEST FOR QUALIFICATIONS

Solicitation Number: CLMP182

Project Name: Architectural Services for ABIA Parking Garage and Administration Building

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: JULY 16, 2015 PRIOR TO 3:00 PM
ATTENTION: SOFIE JOHNSON**

ALL SUBMITTALS NOT RECEIVED PRIOR TO THE DATE AND TIME SET FORTH ABOVE WILL NOT BE ACCEPTED FOR CONSIDERATION. The time stamp clock in the **Suite 210** Reception Area is the time of record and is verified with www.time.gov, the Official U.S. time. The qualification statement evaluation criteria for this project are included in this packet for your information. The selection process for this project is anticipated to be complete for City Council action in November, 2015. Contract execution is anticipated for February, 2016.

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 with coverage consistent with statutory benefits outlined in the Texas Workers' Compensation Act (Section 401). The minimum policy limits for Employers' Liability Insurance are \$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) Contractual liability coverage for liability assumed under the Agreement and all contracts relative to this project.
 - (b) Products/Completed Operations Liability for the duration of the warranty period.
 - (c) If the project involves digging or drilling, Explosion, Collapse, and Underground (XCU) coverage
 - (d) Independent Contractors coverage (Contractors/ Subcontractors work).The policy shall contain the following endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, endorsement CG 2404.
 - (b) 30 day Notice of Cancellation, endorsement CG 0205.
 - (c) Additional Insured, endorsement CG 2010.

- 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 CA 0444.
 - (b) 30 day Notice of Cancellation, endorsement CA 0244.
 - (c) Additional Insured, endorsement CA 2048.

- Professional Liability Insurance with a minimum limit of \$5,000,000.00 per claim and in aggregate to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission committed or alleged to have been committed with respect to estimates, schedules, analyses, reports, surveys, designs or specifications prepared or alleged to have been prepared by the assured. Coverage, including any renewals, shall have a retroactive date coincident with or prior to the date of the Agreement. The consultant shall provide the City of Austin annually with a certificate of insurance as evidence of such insurance. The policy shall provide for

30 day notice of cancellation in favor of the City of Austin. The consultant shall provide a discovery period on professional liability policies that is commensurate with the warranty period of the project.

Should you have any questions concerning the information included in this RFQ, **please attend a pre-response meeting on Thursday, June 25, 2015 at 10:00 am in Room 174A/C of the Department of Aviation Building located at 2716 Spirit of Texas Drive, 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: David Smythe-Macaulay
TELEPHONE: (512) 974-7152
EMAIL: david.macaulay@austintexas.gov

BUYER II: Sofie Johnson
TELEPHONE: (512) 974-9143
EMAIL: sofie.johnson@austintexas.gov

MBE/WBE PROGRAM: Jolene Cochran
TELEPHONE: (512) 974-7600
EMAIL: jolene.cochran@austintexas.gov

END



INSTRUCTIONS TO CONSULTANTS

Solicitation Number: CLMP182

Project Name: Architectural Services, ABIA Parking Garage and Administration Building

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. The **CD or Flash drive** shall be book marked and contain two files. One book marked file containing the RFQ response for Consideration Item 1—MBE/WBE Procurement and Program. One book marked file containing the RFQ response for Consideration Item 2 – Consideration 8. 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) "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.
- (C) "Response" means a statement of qualifications.
- (D) "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.
- (E) "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.

(F) "City" means Owner.

(2) Restrictions on Contacts

- (A) During a no-contact period, a Respondent shall make a representation only through the authorized contact person.
- (B) During the no-contact period, a Respondent may not make a representation to a City official or to a City employee other than to the authorized contact person. This prohibition also applies to a vendor that communicates and then becomes a Respondent.
- (C) The prohibition of representation during the no-contact period applies to a representation initiated by a Respondent, and to a representation made in response to a representation initiated by a City official or a City employee other than the Authorized Contact Person.
- (D) If the City withdraws an RFQ or rejects all Responses with a stated intention to reissue the same or similar RFQ for the same or similar project, the no-contact period shall expire after the ninetieth day after the date the RFQ is withdrawn or all Responses are rejected if the RFQ has not been reissued during the 90-day period.
- (E) For a single vendor award, the no-contact period shall expire when the first of the following occurs: contract is executed or solicitation is cancelled
- (F) For a multiple vendor award, the no-contact period shall expire when the last of the following occurs: all contracts are executed, negotiations have been fully terminated, or the ninetieth day after the solicitation is cancelled.
- (G) The purchasing officer or the director may allow respondents to make representations to city employees or city representatives in addition to the authorized contact person for a solicitation that the purchasing officer or the director finds must be conducted in an expedited manner; an expedited solicitation is one conducted for reasons of health or safety under the shortest schedule possible with no extensions. The purchasing officer's or director's finding and additional city employees or city representative who may be contacted must be included in the solicitation documents.
- (H) Representation to an independent contractor hired by the City to conduct or assist with a solicitation will be treated as representations to a City employee.

- (I) A current employee, director, officer, or member of a respondent, or a person related within the first degree of consanguinity or affinity to a current employee, director, officer or member of a respondent, is presumed to be an agent of the respondent for purposes of making a representation. This presumption is rebuttable by a preponderance of the evidence as determined by the purchasing officer or director.
- (J) A respondent's representative is a person or entity acting on a respondent's behalf with the respondent's request and consent. For example, a respondent may email their membership list and ask members to contact council members on the respondent's behalf. The members are then acting per respondent's request and with their consent, and the members have become respondent representatives.

(3) Permitted Representations

- (A) If City seeks additional information from respondent, the Respondent shall submit the representation in writing **only** to the authorized contact person. The contact person will then distribute the written representation in accordance with the terms of the RFQ. A Respondent cannot amend or add information to a Response after the Response deadline.
- (B) If respondent wishes to send a complaint to the City, the respondent shall submit the complaint in writing only to the authorized contact person. The authorized contact person will then distribute a complaint regarding the process to members of the City Council or members of the City board, to the director of the department that issued the solicitation, and to all respondents of the RFQ. However the director shall not permit distribution of any complaint that promotes or disparages the qualifications of a respondent, or that amends or adds information to a response. A determination what constitutes promoting or disparaging the qualifications of a respondent or constitutes amending or adding information is at the director's sole discretion.
- (C) If a Respondent submits a written inquiry regarding an RFQ, the authorized contact person will provide a written answer and distribute both the inquiry and answer to all Respondents on the RFQ.
- (D) If a Respondent does not receive a response from the authorized contact person, the Respondent may contact the director as appropriate.
- (E) A respondent may ask a purely procedural question, for example a question regarding the time or location of an event or where information may be obtained, of a City employee other than the authorized contact person. No suggestions or complaints about the contract process that constitute a representation to a City employee is allowed. A respondent may not ask a procedural question to a Council member, a council member's aide, or of a City board member except in a meeting held under the Texas Government Code, Chapter 551 (Open Meetings Act).

- (F) The Anti-Lobbying ordinance allows representations:
- (1) made at a meeting convened by the authorized contact person, including meetings to evaluate responses or negotiate a contract;
 - (2) required by protest procedures for vendors;
 - (3) made at a protest hearing;
 - (4) provided to the Small & Minority Business Resources Department in order to obtain compliance with the MBE/WBE Procurement Program Ordinance;
 - (5) made to the City Risk Management coordinator about insurance requirements for a solicitation;
 - (6) made public at a meeting held under the Open Meetings Act; or
 - (7) made from a respondent's attorney to an attorney in the Law Department in compliance with Texas Disciplinary Rules of Professional Conduct.
- (G) Nothing in the Anti-Lobbying Ordinance prohibits communications regarding the solicitation between or among City official or City employees acting in their official capacity.
- (H) A contribution or expenditure defined in Chapter 2-2 (Campaign Finance) is not a representation.
- (4) Contract Voidable. If a contract is awarded to a Respondent who has violated these Anti-Lobbying & Procurement provisions, the contract is voidable by the Owner.
- (5) Debarment. If a Respondent has been disqualified under these provisions more than two times in a sixty month period the purchasing officer shall debar the responder from responding for a period not to exceed three years, provided the Respondent is given written notice and a hearing in advance of the debarment.

II. Rejection of Proposals

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

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

- Form 2 – Affidavit of Authentication is not included with original signature and notarized.
- Form 3 – Prime Firm's EEO Program and Title VI Assurances is not included with original signature certifying firm conforms to City Code 5-4-2.

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- 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: CLMP182

Project Name: Architectural Services for ABIA Parking Garage & Administration Building

PROJECT FOR:

CITY OF AUSTIN, AVIATION DEPARTMENT, THROUGH ITS CONTRACT MANAGEMENT DEPARTMENT

PROJECT TITLE:

Architectural Services for Austin-Bergstrom International Airport Parking Garage & Administration Building

OBJECTIVES OF THE PROJECT:

The City of Austin (City) anticipates selecting a Professional Services Consultant (Consultant) to provide architectural, engineering and other services and that will work with a Construction Manager at Risk (CMR) to program, design, document, and build a new 4,000 to 5,000-space public paid parking garage along with an Austin-Bergstrom International Airport (ABIA) administration office building.

BACKGROUND:

The continued and anticipated growth of ABIA operations has necessitated the need for additional public parking at ABIA. Moving the administration offices from the mezzanine and other levels of the airport Terminal Building will free that space for revenue-generating lease space related to the airlines and their customers. Aviation divisions (in other buildings) within the Department may also be included in the administration building.

The proposed site of the new structure is the current Parking Lot "A" (map enclosed) which is adjacent to the existing ABIA Parking Garage and the new Consolidated Rental Car Facility (CONRAC). The new Parking Garage & Administration Building will generally match the massing and scale of these existing structures.

There will be two separate Requests for Qualifications (RFQ) for this project – this solicitation for the Professional Services Consultant and a solicitation for the CMR.

ANTICIPATED SERVICES:

The scope of work includes space planning of existing Department of Aviation offices within the Terminal Building, the Planning and Engineering (P&E) building and other ABIA buildings as required to determine feasibility of moving departments into the new Administration building. During the programming phase, the selected Consultant shall provide financial feasibility

expertise to help investigate funding for the construction, potential revenue generation and to help determine the final scope of the project.

The selected Consultant shall analyze, program, design and document a new public parking garage facility and administrative office building. The selected Consultant working along with the CMR will first complete a programming phase to investigate all aspects of the scope of the project to ensure the City's requirements are met. At the conclusion of the programming phase a Program report shall be created which will include the financing and revenue generation of the project, as well as confirming the constructability, cost and schedule. The latest technologies in parking revenue control, logistics and operations will be investigated. The final size and scope of the parking garage and the administration building will be determined in this programming phase. The Consultant team will provide a minimum of three design options for review by Owner who will select a final design at the end of programming phase. The Consultant team will develop the final design and produce construction documents for the project. This will include a 75% complete construction document milestone for a Guaranteed Maximum Price (GMP) submittal from the CMR. Consultant team services will also include full construction administration. At all submittal milestones, the Consultant team will provide a professional cost estimate for the construction of the project.

The selected firm will provide professional services coordination and collaboration with City of Austin personnel, CMR team, and Federal/State/Local entities, as required during all phases of design and construction. Services shall require knowledge of and compliance with requirements of the Federal Aviation Administration (FAA), Transportation Security Administration (TSA), airlines, tenants, ABIA design criteria and programs, as well as other authorities having jurisdiction.

Anticipated services to be performed by the selected Consultant include, but are not limited to, the following:

Preliminary Phase

- Professional Scoping and Exploratory - including analyzing problems, defining options for solutions, and estimating associated costs.
- Market analysis (wage rates, etc.)
- Presentations to Boards and Commissions
- Conduct Financial Feasibility conceptual design options
- Cost estimates
- Schedule
- Code analysis
- Preliminary reports
- Utility assessment/review
- Final Program document
- Financing / Feasibility Report

Design Phase

- Consult with CMR during design phase for cost estimations, recommendations for sequencing and scheduling of work and evaluations of the implications of alternative designs, systems and materials.
- Communicate design concepts through traditional sketches as well as state-of-the-art multi-media presentations.
- Make design progress presentations to the Airport Commission, Aviation Officials, Airlines, and the Austin City Council at the end of the Schematic Design and Design Development Phases of the project.
- Weekly Design Team meetings
- Utility clearance
- Schematic design
- Design development and construction documents
- Zoning, site plan/general permit, building permit
- Coordination with outside agencies
- Presentations to Boards and Commissions
- Preparation of bid documents for CMR Guaranteed Maximum Price (GMP)
- Coordination of Quality Management Divisions comments
- Obtain necessary permits

Bid/Award/Execution Phase

- Distribution of bid documents
- Pre-bid conference
- Addenda
- Bid opening
- Distribution of executed contracts and plans
- Pre-construction conference

Construction Phase

- Weekly Construction team meetings
- Review contractor monthly pay applications
- Review changes in the work (field orders, change orders (CO), and change directives)
- Submittals/shop drawings
- Final walk through
- Punch list / Substantial Completion

Post-Construction Phase

- Produce record drawings
- Verify all closeout documents from CMR
- Project close out
- Resolve warranty issues
- Close-out walk-through

PROPOSED PROJECT SCHEDULE:

The architectural and engineering services are anticipated to last at least three and one-half (3½) years: approximately one and one-half (1½) year for design and bid and two (2) years for construction.

COST ESTIMATE:

The Professional Services estimate for this project is **\$10,000,000** and shall include program, design, documentation and construction administration services.

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**

Architecture
Civil Engineering
Mechanical, Electrical and Plumbing Engineering
Space Planning Consultant
Structural Engineering
Parking Consultant

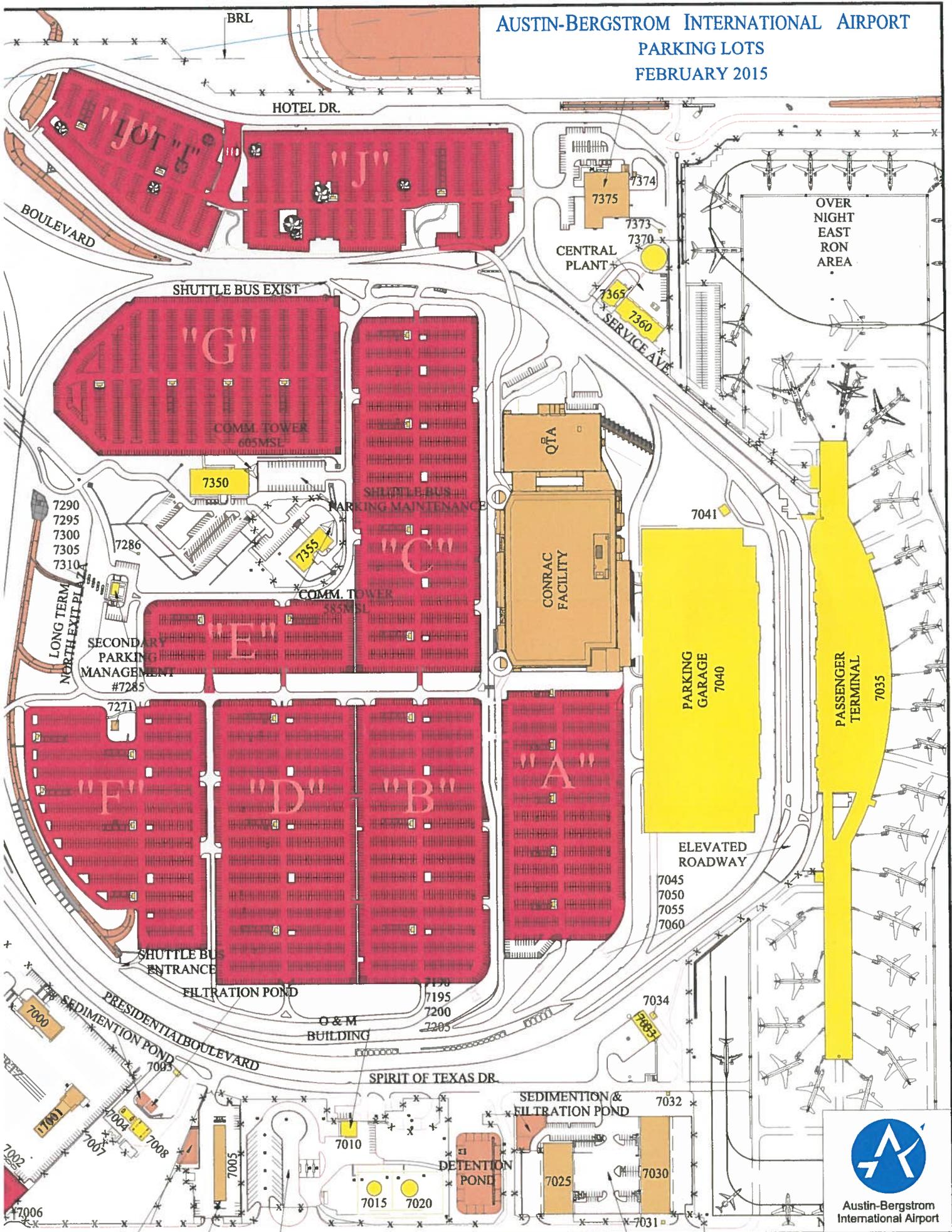
Other Scopes of Work

Communications and Data
Cost Estimator
Financial Feasibility Analyst
Fire Safety
Interior Design
Landscape Architect
Security Systems
Traffic Engineering

Notes:

- Construction Inspection and Public Information and Communications are **NOT** a subconsultant opportunity. These services will be performed in-house or under a separate contract, if needed, and will be determined when project assignment is made.
- Participation at the prime or subconsultant level may create a conflict of interest and thus necessitate exclusion from any contracts resulting from the work performed in the design phase. A conflict of Interest would exist if a subconsultant was found to be on the prime firm team and Construction Manager at Risk team. Therefore, subconsultants providing services for the prime are ineligible to provide services for the Construction Manager at Risk.
- If the City determines that a conflict of interest exists at the prime or subconsultant level, the City reserves the right to replace/remove the prime or instruct the prime consultant to remove the subconsultant with the conflict of interest and to instruct the prime consultant to seek a post-award change to the prime consultant's compliance plan as described in City Code § 2-9B-23. Such substitutions will be dealt with on a case-by-case basis and will be considered for approval by Small and Minority Business Resources (SMBR) in the usual course of business. The City's decision to remove a prime or subconsultant because of a conflict of interest shall be final.
- A consultant performance evaluation will be performed on all professional services contracts. This evaluation will be conducted at the end of each Preliminary, Design and Construction phase.

AUSTIN-BERGSTROM INTERNATIONAL AIRPORT
PARKING LOTS
FEBRUARY 2015





EVALUATION CRITERIA STAND ALONE SOLICITATIONS

Solicitation Number: CLMP182

Project Name: Architectural Services, ABIA Parking Garage and Administration Building

The following is a description of items to receive consideration in the evaluation of responses for providing professional engineering/architectural/planning services to the City of Austin. Following each description are the evaluation points associated with the item. TOTAL POSSIBLE POINTS EQUALS 100 (plus 15 points for interviews, if conducted). Wherever used, "prime firm" denotes a single firm or a joint venture responding as the prime consultant. Wherever used, "page" refers to single-sided, single spaced, 10-point minimum font printed 8-1/2 x 11-inch pages. The prime firm shall perform the largest share of the assignment (on an estimated percentage of total agreement basis). Responses failing to show the prime firm performing the plurality of the services shall be rejected as non-responsive.

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

All prime firms and subconsultants must be registered to do business with the Owner prior to contract award. Prime firms are responsible for ensuring that their subconsultants are registered as vendors with the City of Austin. You may register through the Owner's on-line Vendor Registration system. Log on to the link below and follow the directions: https://www.ci.austin.tx.us/financeonline/vendor_connection/index.cfm

NOTES:

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

DEFINITIONS:

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

1. “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.

2. “Project Manager”: The COA defines a project manager as an individual in the prime firm who:
 - ◆ Sets deadlines, assigns responsibilities and monitors and summarizes progress of project.
 - ◆ Has the responsibility of the planning, execution and closing of a project.
 - ◆ Responsible for accomplishing the stated project objectives and deliverables.
 - ◆ Leads project meetings to collect and disseminate information pertaining to the project.
 - ◆ Coordinates the collection and dissemination of information between/within the company and COA.
 - ◆ Manages all aspects of the project, including subconsultants.

3. “Project Principal”: The COA defines a project principal as an individual in the prime firm who:
 - ◆ Has executive oversight of projects.
 - ◆ Has the authority to remove the PM and/or Project Professional (PE or PA) assigned to this project.
 - ◆ Has the authority to secure additional resources to the project.

4. “Project Professional”: The COA defines a project professional as an individual in the prime firm who:
 - ◆ Serves as lead Engineer, Architect, Landscape Architect, Planner or other professional on the proposed team who designs and develops project specifications.
 - ◆ Creates, reviews and provides resolution of technical specifications.
 - ◆ Directs other professional activities.
 - ◆ Is responsible for the preparation of probable construction cost estimates.
 - ◆ Has all required licenses, certifications or registrations from the State of Texas at the time of submittal.

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. 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 PROFESSIONAL (past 15 Years)

20 Points Maximum

(Project Manager – 10 points; Project Professional – 10 points)

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

EVALUATION CRITERIA – STAND ALONE

Professional must be employed by the prime firm and may be the same individual. Project Professional must be licensed as a professional Architect in the State of Texas at the time of submittal and be LEED AP accredited.

List three (3) projects meeting these criteria which have been completed in the past fifteen (15) years for each individual.

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

CONSIDERATION ITEM 5

PRIME FIRM'S COMPARABLE PROJECT EXPERIENCE (past 15 years)

15 points maximum

City is interested in the prime firm's history and success with projects of similar programs, budgets, and/or clients as the project described in this solicitation. List three (3) projects meeting these criteria which have been completed in the past 15 years. In addition, City may consider history of firm in complying with project programs, schedules, and budgets on previous City projects.

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

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 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 15 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 15 years. In addition, City may consider history of firms in complying with project programs, schedules, and budgets based on previous City projects. If more than one firm is listed for a particular Major Scope of Work, the City expects the work will be divided evenly among them.

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

CONSIDERATION ITEM 7

TEAM’S EXPERIENCE WITH AUSTIN ISSUES

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 ten (10) years. Briefly describe experience in the following areas and reference projects relating to that experience:

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

CONSIDERATION ITEM 8

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

10 Points Maximum

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

at the end of each phase of the project.

Specific consideration items by phase may include:

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

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

CONSIDERATION ITEM 9
INTERVIEWS (OPTIONAL)
15 Points Maximum

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

- ◆ The point difference between the first and second ranked firm is less than three points.
- ◆ The number of firms interviewed will depend on the closeness of the scores following evaluation of the written proposals.
- ◆ Staff will consider significant gaps in point separation between the top ranked firms in determining the number of firms to be interviewed.
- ◆ Only firms that are considered qualified to perform the work, on the basis of their written proposal, will be invited for interviews.
- ◆ No more than five firms will be interviewed.

EVALUATION CRITERIA – STAND ALONE

- ◆ 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 MBE/WBE PROCUREMENT PROGRAM PROFESSIONAL SERVICES



Project Name:

Project/Solicitation Number:

Date:



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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. The City Code and Rules are amended from time to time and the Proposer is responsible for ensuring they have the most up to date version. The City Code and Rules are incorporated into this document by reference. Copies of Chapter 2-9B and SMBR Rules may be obtained online at <http://www.austintexas.gov/department/small-and-minority-business/about> or from SMBR, 4201 Ed Bluestein, Austin, Texas 78721 (512) 974-7600.

Firms or individuals submitting responses to this Request for Bid 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 contractors to provide subcontracting opportunities to certified MBEs and WBEs by soliciting such Firm for subcontracting opportunities. The City of Austin and its contractors 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 it is anticipated the project goals will not be met, all appropriate documentation to demonstrate Good Faith Efforts to meet the project goals. Any questions regarding preparation of the *Compliance Plan* should be directed to SMBR at SMBRComplianceDocuments@austintexas.gov. Such contact will not be a violation of the Anti-Lobbying Ordinance.

The City has implemented Anti-Lobbying Ordinance (Chapter 2-7 of the Austin City Code). Under Chapter 2-7, there is a “no-contact” period from the date the City issues a solicitation until the contract is executed. During the

“no-contact” period, a person responding to a City solicitation can speak only to the contract’s authorized contact person regarding their solicitation response. Chapter 2-7 allows certain exceptions; for instance, a person responding to a City solicitation may speak to SMBR regarding this *Compliance Plan*. See the full language of the City Code or solicitation documents for further details.

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

COMPLIANCE PLAN INSTRUCTIONS

(See Appendix A)

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

Please type or clearly print all information, use “none” or “N/A” where appropriate, and sign and date the *Compliance Plan* as indicated. ***Compliance Plans not complying with the Compliance Plan Instructions shall be rejected as non-responsive. Submissions not utilizing the forms provided with the solicitation may render the submission nonresponsive or noncompliant.***

Section I Project Identification and Goals

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

Section II Proposer Information

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

Section III Compliance Plan Summary

This section is a summary of subconsultant participation in this solicitation. Proposers should complete Sections IV-VII, described below, before attempting to complete Section III. After completing Sections IV-VII, 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-VII and Section III, the calculations contained in Sections IV-VII will prevail. If the Proposer indicates that they do not anticipate meeting the goals with certified MBE/WBE firms, then the Proposer shall submit documentation detailing their Good Faith Efforts to meet the established MBE/WBE goals. The Compliance Plan will be reviewed and approved by the Small and Minority Business Resources Department.

Section IV Disclosure of MBE and WBE Participation

Please list all certified MBE/WBEs subconsultants, using the legal name under which they are registered to do business with the City of Austin, to be used in the performance of this contract. 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.

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

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

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

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

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

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

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

(D) A Firm owned by a minority woman may be certified as both an MBE and a WBE (dual certified). On a single contract, the value of the work performed by a dual certified subconsultant may not be counted toward both the MBE and the WBE goals. The Proposer must decide whether to designate the dual certified subconsultant as an MBE or a WBE in the Compliance Plan for the purpose of meeting the goals set for that contract. That designation may not be changed for the duration of the contract.

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

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

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

Section V Disclosure of Non-Certified Subconsultants

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

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

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

Section VI Disclosure of Second-Level Subconsultants

Please complete this section if Proposer knows that one or more of Proposer's subconsultants will subcontract part of the work of their contracts to second-level subconsultants. In the last line of each entry box, please write the name of the first-level subconsultant that will be subcontracting work to the second-level subconsultant. Identify second-level contractors by the legal name under which they will be registered to do business with the City. The first-level subconsultant should be listed in Section IV or Section V. If Proposer is not aware of any second-level subconsultants, please write "N/A" in the first box on this page.

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

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

Section VII MBE/WBE *Compliance Plan* Check Sheet

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

GOOD FAITH EFFORTS INSTRUCTIONS

(See Appendices B and D)

The Proposer has a responsibility to make a portion of the work available to MBE/WBE subconsultants so as to facilitate meeting the goals or subgoals. If the Proposer cannot achieve the goals or subgoals, documentation of the Proposer's Good Faith Efforts to achieve the goals or subgoals must be submitted at the same time as the *Compliance Plan*. The SMBR Director will review the documentation provided and determine if the Proposer made sufficient Good Faith Efforts. That there may be some additional costs involved in soliciting and using MBEs and WBEs is not a sufficient reason for a Proposer's failure to meet the goals and subgoals, as long as such costs are reasonable. However, a Proposer is not required to accept a higher quote from a subconsultant 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** firms listed in the *Vendors Within the SLBP Area* section. Please note that every firm on the Availability List – outside the SLBP – is City-certified as an MBE or WBE for purposes of meeting the project goals, and Proposers are encouraged to contact all the firms. If a Proposer identifies an additional scope of work for this project not identified in the solicitation, the Proposer must request from SMBR an Availability List for that scope of work and contact all firms, if any, on such list. The SMBR Director determines whether the Proposer has made sufficient Good Faith Efforts if goals or subgoals are not met.

The City neither warrants the capacity or availability of any Firm, nor does the City guarantee the performance of any Firm indicated on the availability list.

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

If the Proposer believes any of the work areas on the availability list are not applicable to the project's scope of work or if the Proposer believes that the lists are inaccurate, the Proposer shall notify the authorized contact person of the concern immediately and prior to submission of the response to the solicitation. All Proposers will be notified in writing of any inaccuracy by addendum to the solicitation. Concerns about a particular MBEs/WBE's certification status may be addressed to SMBR at SMBRComplianceDocuments@austintexas.gov. If the Proposer wants to use a certified subconsultant that does not appear on this list, Proposer may either request the certified subconsultant to furnish proof of certification and the specific work areas for which it has been certified or request such information from SMBR.

Appendix B shows the format for collecting required information from the subconsultants on the *Vendors Within SLBP Area* availability list. The information must be obtained at least seven (7) business days prior to the submission of the *Compliance Plan*; alternate formats may be acceptable as long as they gather the same required information. Attached to the Subconsultant Vendor List at Appendix D is a list containing the names and addresses of all these MBE/WBE Firms in alphabetical order. This list is in label format and is designed to facilitate the printing of mailing labels.

The following codes are used on the availability lists:

G	Gender code	LOC	A firm's two-digit location code (e.g., SL or TX)
F	Female	AU	Austin
M	Male	SL	Significant Local Business Presence (SLBP)
		TX	Outside SLBP
MBE	A firm certified as a Minority-owned Business Enterprise	WBE	A firm certified as a Woman-owned Business Enterprise
MWB	A firm certified as both a Minority-owned & Woman-owned Business Enterprise	WMB	A firm certified as both a Woman-owned & Minority-owned Business Enterprise
MWDB	A firm certified as a Minority-owned, Woman-owned, and Disadvantaged Business Enterprise	WMDB	A firm certified as a Woman-owned, Minority-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 state a specific and verifiable reason for not contacting each certified Firm with a significant local business presence.
- (B) Provide interested MBEs/WBEs with adequate information about the plans, specifications, and requirements of the contract, including addenda, in a timely manner, to assist them in responding and submitting a proposal.
- (C) Negotiate in good faith with interested MBEs/WBEs that have submitted bids/proposals to the Proposer. An MBE/WBE that has submitted a bid to a Proposer but has not been contacted within five (5) business days of submission of the bid may contact SMBR to request a meeting with the Proposer. Evidence of good faith negotiation includes the names, addresses, and telephone numbers of MBEs/WBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subconsulting; and evidence as to why additional agreements could not be reached for MBEs/WBEs to perform the work. Bid shopping is prohibited.
- (D) Select portions of the work to be performed by MBEs/WBEs in order to increase the likelihood that the MBE/WBE goals or subgoals will be met. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MBE/WBE participation, even when the Proposer might otherwise prefer to perform these work items with its own forces.

- (E) Publish solicitation notice in a local publication (i.e. newspaper, trade association publication, or via electronic/social media).
- (F) Use the services of available community organizations; minority persons/women consultants' or groups in the applicable field for the type of work described in this solicitation; local, state, and federal minority persons/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of MBEs/WBEs.
- (G) Seek guidance from SMBR on any questions regarding compliance with this section.

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

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

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

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

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

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

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

The following additional Good Faith Efforts factors may also be considered

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

POST-AWARD INSTRUCTIONS

(See Appendix C)

Confirmation Letters

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

Changes to the *Compliance Plan* including additions, deletions, contract changes, or substitutions of subconsultants are permitted only after contract execution and only with prior written approval of SMBR. Request for changes to the *Compliance Plan* must be submitted on the *Request for Change of Compliance Plan Form* for all levels of subconsulting and must be approved by the SMBR Director prior to adding, deleting, changing or substituting any subconsultant.

Post-Award Monitoring

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

▪ Payment Verification

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

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

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

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

▪ Change Order/Contract Amendments

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

Change orders that do not alter the type of trades originally required to accomplish the project may be undertaken using the subconsultants already under contract to the Consultant. Project managers will have automatic SMBR

approval to authorize any change order that **increases** the contract amount for an **existing** certified subconsultant and is **within** the existing scope being performed by that subconsultant.

▪ **Progressive Sanctions**

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

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

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

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	%
Asian/Native American	%
WBE	%

Section II — Proposer Company Information

Name of Company	
Vendor Code	
Address	
City, State Zip	
Phone	
Fax & E-Mail	
Name of Contact Person	
Is your company registered on Vendor Connection?	Yes <input type="checkbox"/> No <input type="checkbox"/> <i>If yes, provide Vendor ID #: _____</i> If No, please note: All vendors and subconsultants/consultants must register with COA's Vendor Connect prior to award. See Link for registration information at https://www.ci.austin.tx.us/financeonline/finance/index.cfm
Is your company COA M/WBE certified?	Yes <input type="checkbox"/> No <input type="checkbox"/> <i>If yes, please indicate:</i> 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>I have reviewed this compliance plan and found that the Proposer HAS <input type="checkbox"/> or HAS NOT <input type="checkbox"/> complied as per the City Code Chapter 2-9B.</i>	
Reviewing Counselor _____	Date _____
<i>I have reviewed this compliance plan and Concur <input type="checkbox"/> or Do Not Concur <input type="checkbox"/> with recommendation.</i>	
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.

Total Base Bid (if applicable): \$ _____

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

SubGoals: Proposed Participation		
African American	\$	%
Hispanic	\$	%
Native/Asian American	\$	%
WBE	\$	%
Non-Certified	\$	%

Proposer's own participation in base bid (less any amount subcontracted):

Amount: \$ _____ 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 _____ % Prime _____ % Non-Certified _____ %

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

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

Note:

- Fill in all the blanks.
- Compliance plans not complying with these requirements shall be rejected as non-responsive.
- Fill in names of MBE/WBE Certified Firms as registered with Vendor Connection.
- Select either MBE or WBE for dually certified firms to indicate which certification will count towards the MBE or WBE goal.
- Contact SMBR to request an availability list of certified Firms for additional scopes of work that were not included on the original availability list.

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

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

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

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

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

Note:

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

Are Goals Met? Yes No If no, state reason(s) below and attach documentation:

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

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

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

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

**Section VI — Disclosure of Second-Level Non-Certified Subconsultants
Duplicate As Needed**

Note:

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

Second-Level Subconsultant	
City of Austin Certified?	No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Gender/Ethnicity:
Vendor Code	
Address/ City / State / Zip	
Contact Person & Phone #	
Fax & Email Address	
Percent of 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"/> Gender/Ethnicity:
Vendor Code	
Address/ City / State / Zip	
Contact Person & Phone #	
Fax & Email Address	
Percent of 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"/> Gender/Ethnicity:
Vendor Code	
Address/ City / State / Zip	
Contact Person & Phone #	
Fax & Email Address	
Percent of 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"/> Gender/Ethnicity:
Vendor Code	
Address/ City / State / Zip	
Contact Person & Phone #	
Fax & Email Address	
Percent of 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 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*)
List Methods: _____ Yes No
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*)? **If no, please attach.** Yes No
5. Were written notices sent to Minority or Women organizations? **If no, please attach.** Yes No
6. Were additional elements of work identified to achieve the goals or subgoals? Yes No
If yes, please explain: _____
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.**)
- 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 Proposer and interested MBE/WBEs*) Yes No

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.

We understand that we will be completing ___% of the work on this project and 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 CLMP182 ABIA Parking Garage and Administration Offices

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					
EM17074695 ACME ARCHITECTURE 1001 E 8th St Austin Tx 78702-3249		512-477-1727 512-477-9876 EMILY@CLAYTONLANDLITTLE.COM	WDB	F/Caucasian	AU
TAN4546250 ALAN Y TANIGUCHI ARCHITECT & Assoc Inc 1609 W 6th St Austin Tx 78703-5059		512-474-7079 512-474-7579 evan@taniguchi-arch.com	MB	M/Asian	AU
V00000909861 ANA D GALLO 1501 Barton Springs Rd #230 Austin Tx 78704		512-236-0868 5122360868 ana@anagallo.com	MWDB	F/Hispanic	AU
ASD7048240 ASD CONSULTANTS INC 8120 N Ih 35 Austin Tx 78753		512-836-3329 512-836-3802 curtis2aia@aol.com	MDB	M/African American	AU
ARC7068555 AUSTIN ARCHITECTURE PLUS INC 1907 N Lamar Blvd Ste 260 Austin Tx 78705-4900		512-478-0970 512-478-0920 info@austinarchplus.com	WDB	F/Caucasian	AU
VS0000029061 B+V Design, LLC 208 W. 4th St., 3a Austin Tx 78701		512-293-6290 5124741988 stephi@b-vdesign.com	WB	F/Caucasian	AU
BAR7168210 BARNES GROMATZKY KOSAREK 1508 W. 5th Street, Suite 200 Austin Tx 78703-5137		512-476-7133 512-478-2624 albin@bgkarchitects.com	MB	M/Hispanic	AU
VC0000102050 BENZ RESOURCE GROUP INC 1101-B E 6th St Austin Tx 78702		512-220-9542 512-220-9543 BENZ@BENZRESOURCEGROUP.COM	WDB	F/Caucasian	AU
BLG0714750 BLGY INC 2204 Forbes Dr Ste 101 Austin Tx 78754-5143		512-977-0390 512-977-0838	MB	M/African American	AU
CAR8304844 CARTER DESIGN ASSOC INC 817 W 11th St Austin Tx 78701-2009		512-476-1812 512-476-1819 CDA@CARTERDESIGN.NET	MWDB	F/African American	AU

City of Austin Subcontract Vendor List - VCRCVS

Solicitation No.: RFQS 6100 CLMP182 ABIA Parking Garage and Administration Offices

Version No.: 1

Phase: 1

C Code & Description	Vend Code/Adr	Phone/Fax/Email	W/MB Code	G/E	LCTN
COT8308600 COTERA + REED ARCHITECTS INC 812 San Antonio St., Ste. 406 Austin Tx 78701		512-472-3300 512-472-3611 info@coterareed.com	MDB	M/Hispanic	AU
V00000909095 DK Studio, pc 611 West 15th Street Austin Tx 78701		512-473-8909 dkett@studiodk.com	WB	F/Caucasian	AU
ELI7156085 ELIZABETH SALAIZ ARCHITECT INC 2305 Rundell Pl Austin Tx 78704-3027		512-761-4546 esarch@sbcglobal.net	MWB	F/Hispanic	AU
FAC8301027 FACILITIES RESOURCE INC 9737 Great Hills Trail Suite 305 Austin Tx 78759		512-371-1232 512-371-9155 dross@fri-texas.com	WDB	F/Caucasian	AU
V00000906830 Gamble Osgood Collaborative, LLC 4015 Avenue D Austin Tx 78751		512-203-6110 sarah.gamble@gocoaustin.com	WB	F/Caucasian	AU
CAS7072670 JAIME BEAMAN AIA INC 3821 Juniper Trace, Suite 104 Austin Tx 78738-		512-458-5700 512-458-5755 JBEAMAN@CASABELLA-ARCHITECTS.COM	MDB	M/Hispanic	SL
VS0000027746 Jacqui Dodson AIA Architecture and Interior Design Inc 2105 Arpdale St Austin Tx 78704		512-699-9708 jacqui@jdaistudio.com	WB	F/Caucasian	AU
KCD8308712 K+CDA ASSOCIATED ARCHITECTS 817 W 11th St Austin Tx 78701-2009		512-476-1812 512-476-1819	MWB	F/African American	AU
VS0000011600 Karen A McGraw 4315 Ave C Austin Tx 78751		5124592261 mcgrawka@earthlink.net	WB	F/Caucasian	AU
LIM7079715 LIMBACHER & GODFREY INC 2124 E 6th St Unit 102 Austin Tx 78702		512-450-1518 512-320-1916 info@limbacher-godfrey.com	WB	F/Caucasian	AU
LOP8322397 LOPEZ SALAS ARCHITECTS INC 9901 Brodie Lane, Suite 160 Austin Tx 78748		5125221959 lenz@lopezsalas.com	MDB	M/Hispanic	AU

City of Austin Subcontract Vendor List - VCRCVS

Solicitation No.: RFQS 6100 CLMP182 ABIA Parking Garage and Administration Offices

Version No.: 1

Phase: 1

C Code & Description	Vend Code/Adr	Phone/Fax/Email	W/MB Code	G/E	LCTN
VC0000101572 MCCANN ADAMS STUDIO 515 Congress Ave, Ste 1600 Austin Tx 78701		512-732-0001 512-732-0004 JANAM@MCCANNADAMSSTUDIO.COM	WDB	F/Caucasian	AU
MIR7167890 MIRO RIVERA ARCHITECTS INC 505 Powell St Austin Tx 78703-5121		512-477-7016 512-476-7672 rosa@mirorivera.com	MDB	M/Hispanic	AU
MAR3044500 MWM DESIGNGROUP INC 305 E Huntland Dr Ste 200 Austin Tx 78752		512-453-0767 512-453-1734 julia@mwminc.com	WDB	F/Caucasian	AU
VIL5001500 NEGRETE & KOLAR ARCHITECTS LLP 11720 North lh35 Austin Tx 78753		512-474-6526 512-474-6761 dnegrete@nekoarch.com	MDB	M/Hispanic	AU
VS0000036953 OFFICE FOR LOCAL ARCHITECTURE LLC 4105 Ave G Apt B Austin Tx 78751		512-786-1101 contact@ola-austin.com	WB	F/Caucasian	AU
SIT4249250 SITE SPECIFICS INC 700 N Lamar Blvd Ste 200a Austin Tx 78703-5430		512-472-5252 512-472-2224 specificsites@aol.com	WDB	F/Caucasian	AU
VC0000103087 STUDIO 8 ARCHITECTS INC 611 W 15th St Austin Tx 78701		512-473-8989 512-473-8982 MILTON.HIME@STUDIO8ARCHITECTS.COM	MB	M/Hispanic	AU
VC0000103455 STUDIO BALCONES LLC 702 San Antonio Street Austin Tx 78701		512-383-8815 jennifer@studiobalcones.com	WB	F/Caucasian	AU
SUN4499350 SUNLAND GROUP INC 1033 La Posada Drive Suite 370 Austin Tx 78752		512-590-7951 512-494-0406 cthompson@sunlandgrp.com	WDB	F/Caucasian	AU
VC0000102925 SUSAN H WELKER 4911 Rollingwood Dr Austin Tx 78746		512-329-5998 512-329-5998 SWELKER@HARRISWELKERARCHITECTS.COM	WDB	F/Caucasian	AU
V00000918095 Spring Architects, Inc. 2003 S. Lamar Blvd. Ste. 9 Austin Tx 78704		512-626-2197 andrea@springarchitects.com	WB	F/Caucasian	AU

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C Code & Description	Vend Code/Adr	Phone/Fax/Email	W/MB Code	G/E	LCTN
	V00000913709 Studio D Consulting+Design, LLC Po Box 340183 Lakeway Tx 78734	512-970-6180 5122849651 deb@studiodconsulting.com	WDB	F/Caucasian	AU
	ARI0290800 THE ARIZPE GROUP INC 6330 E Hwy 290 Ste 375 Austin Tx 78723-1156	512-339-3707 512-339-3709 Robert.Arizpe@Arizpe.com	MDB	M/Hispanic	AU
	THI8305569 THIRD LAND INC P.O. Box 162137 Austin Tx 78716-	512-306-8885 512-732-0853 EFRANKE@THIRDLAND.COM	WDB	F/Caucasian	AU
	VS0000029419 VEALENZUELA PRESERVATION STUDIO LLC 4401 Hoffman Drive Austin Tx 78749	512-291-8108 5122918108 beth@v-preservationstudio.com	WDB	F/Caucasian	AU
	V00000924512 fuseARCH Studio, PLLC 702 San Antonio Austin Tx 78701	5126993083 beth@fuse-arch.com	WDB	F/Caucasian	AU
90652 Interior Design, Space Planning, and Exhibits/Disp					
	EMI7074695 ACME ARCHITECTURE 1001 E 8th St Austin Tx 78702-3249	512-477-1727 512-477-9876 EMILY@CLAYTONLANDLITTLE.COM	WDB	F/Caucasian	AU
	TAN4546250 ALAN Y TANIGUCHI ARCHITECT & Assoc Inc 1609 W 6th St Austin Tx 78703-5059	512-474-7079 512-474-7579 evan@taniguchi-arch.com	MB	M/Asian	AU
	V00000909861 ANA D GALLO 1501 Barton Springs Rd #230 Austin Tx 78704	512-236-0868 5122360868 ana@anagallo.com	MWDB	F/Hispanic	AU
	ARC7166725 ARCHILLUME LIGHTING DESIGN INC 3701 Executive Ctr Dr Ste 215 Austin Tx 78731-1651	512-346-1386 512-346-1387 laura@archillume.com	WB	F/Caucasian	AU
	ARC7068555 AUSTIN ARCHITECTURE PLUS INC 1907 N Lamar Blvd Ste 260 Austin Tx 78705-4900	512-478-0970 512-478-0920 info@austinarchplus.com	WDB	F/Caucasian	AU

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BLG0714750 BLGY INC 2204 Forbes Dr Ste 101 Austin Tx 78754-5143		512-977-0390 512-977-0838	MB	M/African American	AU
BOM0739250 BOMMARITO GROUP INC (THE) 1512 W. 35th St. Cutoff, #300 Austin Tx 78731-6316		512-480-8898 512-480-9451 MARLA@BOMMARITOGROUP.COM	WB	F/Caucasian	AU
CAR8304844 CARTER DESIGN ASSOC INC 817 W 11th St Austin Tx 78701-2009		512-476-1812 512-476-1819 CDA@CARTERDESIGN.NET	MWDB	F/African American	AU
COT8308600 COTERA + REED ARCHITECTS INC 812 San Antonio St., Ste. 406 Austin Tx 78701		512-472-3300 512-472-3611 info@coterareed.com	MDB	M/Hispanic	AU
WER5106000 DEANNA WERNER O'CONNELL 6915 Mcneil Dr Austin Tx 78729-7685		512-467-0688 512-467-2188 Dee@wernerdesigngroup.com	WB	F/Caucasian	AU
VS0000027487 Delgado Daniels & Associates, Inc. 4525 Grand Cypress Drive Austin Tx 78747		512-280-4188 5122804188 pat@dmddesignworks.com	MWB	F/Hispanic	AU
VS0000035398 Edwards+Mulhausen Interior Design, LLC 1412 Collier St., Bldg. C Austin Tx 78704		512-291-6657 214-347-9357 harmony@EMINTdesign.com	WDB	F/Caucasian	AU
FAC8301027 FACILITIES RESOURCE INC 9737 Great Hills Trail Suite 305 Austin Tx 78759		512-371-1232 512-371-9155 dross@fri-texas.com	WDB	F/Caucasian	AU
V00000906830 Gamble Osgood Collaborative, LLC 4015 Avenue D Austin Tx 78751		512-203-6110 sarah.gamble@gocoAustin.com	WB	F/Caucasian	AU
CAS7072670 JAIME BEAMAN AIA INC 3821 Juniper Trace, Suite 104 Austin Tx 78738-		512-458-5700 512-458-5755 JBEAMAN@CASABELLA-ARCHITECTS.COM	MDB	M/Hispanic	SL
VS0000027746 Jacqui Dodson AIA Architecture and Interior Design Inc 2105 Arpdale St Austin Tx 78704		512-699-9708 jacqui@jdaistudio.com	WB	F/Caucasian	AU

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VS0000019039 LAURA BRITT DESIGN LLC 911 W 29th St Austin Tx 78705		512-458-8963 512-458-4345 info@laurabrittdesign.com	WB	F/Caucasian	AU
LAU4267500 LAURIE SMITH DESIGN ASSOC 903 W 30-1/2 St Austin Tx 78705		512-383-1090 512-383-1578 laurie@lauriesmithdesign.com	WB	F/Caucasian	AU
LIM7079715 LIMBACHER & GODFREY INC 2124 E 6th St Unit 102 Austin Tx 78702		512-450-1518 512-320-1916 info@limbacher-godfrey.com	WB	F/Caucasian	AU
MIR7167890 MIRO RIVERA ARCHITECTS INC 505 Powell St Austin Tx 78703-5121		512-477-7016 512-476-7672 rosa@mirorivera.com	MDB	M/Hispanic	AU
MAR3044500 MWM DESIGNGROUP INC 305 E Huntland Dr Ste 200 Austin Tx 78752		512-453-0767 512-453-1734 juliah@mwmnc.com	WDB	F/Caucasian	AU
VS0000036953 OFFICE FOR LOCAL ARCHITECTURE LLC 4105 Ave G Apt B Austin Tx 78751		512-786-1101 contact@ola-austin.com	WB	F/Caucasian	AU
VC0000103087 STUDIO 8 ARCHITECTS INC 611 W 15th St Austin Tx 78701		512-473-8989 512-473-8982 MILTON.HIME@STUDIO8ARCHITECTS.COM	MB	M/Hispanic	AU
VC0000102925 SUSAN H WELKER 4911 Rollingwood Dr Austin Tx 78746		512-329-5998 512-329-5998 SWELKER@HARRISWELKERARCHITECTS.COM	WDB	F/Caucasian	AU
V00000918095 Spring Architects, Inc. 2003 S. Lamar Blvd. Ste. 9 Austin Tx 78704		512-626-2197 andrea@springarchitects.com	WB	F/Caucasian	AU
V00000913709 Studio D Consulting+Design, LLC Po Box 340183 Lakeway Tx 78734		512-970-6180 5122849651 deb@studiodconsulting.com	WDB	F/Caucasian	AU
ARI0290800 THE ARIZPE GROUP INC 6330 E Hwy 290 Ste 375 Austin Tx 78723-1156		512-339-3707 512-339-3709 Robert.Arizpe@Arizpe.com	MDB	M/Hispanic	AU

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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	F/Caucasian	AU
	V00000924512 fuseARCH Studio, PLLC 702 San Antonio Austin Tx 78701	5126993083 beth@fuse-arch.com	WDB	F/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	F/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	F/Caucasian	SL
	ASA8322718 ASAKURA ROBINSON COMPANY L L C 1911 Rio Grande Austin Tx 78705	512-351-9601 832-201-7198 margaret@asakurarobinson.com	MDB	M/Asian	AU
	VC0000101891 CAROLYN KELLEY 2905 Oak Crest Ave Austin Tx 78704	512-445-0431 512-857-1342 CAROLYN@CKLA.NET	WDB	F/Caucasian	AU
	VS0000020827 Coleman TBG Partners, LLC 9890 Silver Mountain Dr. Austin Tx 78737	5124762090 5124762099 lauren@colemanandassoc.com	WDB	F/Caucasian	SL
	ELE7135270 ELEANOR H MCKINNEY LANDSCAPE Architect Inc 2007 Kinney Ave Austin Tx 78704-4007	512-445-5202 512-445-3432 ehmla@swbell.net	WB	F/Caucasian	AU
	GAR7082030 GARCIA DESIGN INC 11500 Metric Blvd Bldg M-1 Ste 150 Austin Tx 78758	512-892-0353 512-821-2085 RGARCIA@GARCIADesignINC.NET	MDB	M/Hispanic	AU
	V00000906830 Gamble Osgood Collaborative, LLC 4015 Avenue D Austin Tx 78751	512-203-6110 sarah.gamble@gocoastin.com	WB	F/Caucasian	AU

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	V00000907852 GarzaBury, L.L.C. 221 W. Sixth Street, Suite 380 Austin Tx 78701	512-298-3284 5122982592 rgarza@garzabury.com	MB	M/Hispanic	AU
	VS0000017158 JOAN S HYDE 3100 Harris Blvd Austin Tx 78703	512-850-9075 512-474-2355 ResourceDesign@earthlink.net	WB	F/Caucasian	AU
	PAT7048530 KNUDSON LP 6705 Hwy 290 W Ste 502 #222 Austin Tx 78735	713-463-8200 713-463-8011 ddooley@knudsonservices.com	WDB	F/Caucasian	AU
	VC0000101572 MCCANN ADAMS STUDIO 515 Congress Ave, Ste 1600 Austin Tx 78701	512-732-0001 512-732-0004 JANAM@MCCANNADAMSSTUDIO.COM	WDB	F/Caucasian	AU
	MAR3044500 MWM DESIGNGROUP INC 305 E Huntland Dr Ste 200 Austin Tx 78752	512-453-0767 512-453-1734 julia@mwminc.com	WDB	F/Caucasian	AU
	V00000901680 Pharis Design 2525 South Lamar #4 Austin Tx 78704	512-853-9682 moyara@pharisdesign.net	MWDB	F/Hispanic	AU
	VS0000009836 STACIE ELLEN ENGELING 1214 W 6th St, Ste 208 Austin Tx 78703	512-484-1105 stacie@hush.com	WB	F/Caucasian	AU
	VC0000103455 STUDIO BALCONES LLC 702 San Antonio Street Austin Tx 78701	512-383-8815 jennifer@studiobalcones.com	WB	F/Caucasian	AU
	THI8305569 THIRD LAND INC P.O. Box 162137 Austin Tx 78716-	512-306-8885 512-732-0853 EFRANKE@THIRDLAND.COM	WDB	F/Caucasian	AU
91849 Finance/Economics Consulting					
	ASI8308112 ASIA TRADING INC 13401 Wyoming Valley Dr Austin Tx 78727-3427	512-251-3880 chango5@sbcglobal.net	MDB	F/Asian	AU
	V00000917827 BUSINESS & FINANCIAL MANAGEMENT SOLUTIONS LLC Po Box 151708 Austin Tx 78715-1708	512-366-8183 mara.ash@bafolutions.com	MWDB	F/Hispanic	AU

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	VS0000021229 COMMUNITY DEVELOPMENT MANAGEMENT CO INC 317 South Main Street Lockhart Tx 78644	512-398-7129 512-376-7304 rudyr@ccaustin.com	MDB	M/Hispanic	SL
	DIA8312233 DIANE HYATT & ASSOCIATES LLC 400 N Lowell Ln Austin Tx 78733-4207	5124135299 5123069954 dianebhyatt@gmail.com	WDB	F/Caucasian	AU
	VS0000026197 EQ CONSULTANTS GROUP 12329 Double Tree Lane Austin Tx 78750	512-827-8468 elizabeth.quintanilla@gmail.com	MWDB	F/Hispanic	AU
	HIR8309936 HIRE TECHNOLOGIES INC 7000 N. Mopac Expressway Suite 200 Austin Tx 78731	512-342-0055 8665338858 karen@hirepros.com	WDB	F/Caucasian	AU
	PAT7048530 KNUDSON LP 6705 Hwy 290 W Ste 502 #222 Austin Tx 78735	713-463-8200 713-463-8011 ddooley@knudsonservices.com	WDB	F/Caucasian	AU
	MON8308161 MONTEMAYOR HILL BRITON & BENDER PC 2525 Wallingwood Dr Bldg 1 Ste 200 Austin Tx 78746	512-442-0380 512-442-0817 a@montemayorhill.com	MDB	M/Hispanic	AU
	VS0000031819 PowerFin Texas Solar Projects LLC 100 Congress Avenue 20th Floor Austin Tx 78701	512-394-8767 815-301-8808 tpham@powerfinpartners.com	MDB	M/Asian	AU
	SNA8315942 SNAP MANAGEMENT GROUP INC 6928 Robert Dixon Dr Austin Tx 78749-2218	512-899-8788 512-474-8788 Darrell@snapmgt.com	MDB	M/African American	AU
	V00000908538 TOORAN KHOSH 3910 Galacia Dr Austin Tx 78759	512-461-5610 leavemail@yahoo.com	MWDB	F/Asian	AU
	VS0000034326 The Entermedia Group, LLC 900 Rr 620 South, C101-153 Austin Tx 78734	512-553-8341 lorraine.jordan@theentermediagroup.com	MWDB	F/African American	AU

91895 Telecommunications Consulting

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	APP8308926 APPLIEDTECH GROUP L L C 12059 Lincolnshire Dr Austin Tx 78758-2217	512-577-2468 512-837-8603 RMORA@APPLIEDTECHGROUP.NET	MB	M/Hispanic	AU
	ADV8309626 AWS INC 4402 South Congress Ave Suite 203 Austin Tx 78745	512-233-4638 512-441-9473 mhuerta@awsolutions.net	WMDB	M/Native American	AU
	VS000004131 Chivas Engineering and Consulting, Inc 9901 Brodie Ln Suite 160-246 Austin Tx 78748	512-217-0853 5124020545 vasant@chivascorp.com	MDB	F/Asian	AU
	DAT8308886 DATAWISE INFORMATION TECHNOLOGY SERVICES INC Po Box 1298 Burnet Tx 78611	512-472-2932 512-472-2933 RILEY.CARRUTHERS@DATAWISE.NET	MDB	M/African American	LO
	RAP7016655 DICKENSHEETS DESIGN ASSOCIATES LLC 12335 Hymeadow Dr Ste 200 Austin Tx 78750-1816	512-331-8977 512-331-8947 ruthann@dickensheets.com	WB	F/Caucasian	AU
	VS0000030988 EAR Telecommunications LLC 20325 Crooked Stick Dr. Pflugerville Tx 78660	512-850-1490 5122528818 carlos.reyes@eartc.com	MDB	M/Hispanic	AU
	HIR8309936 HIRE TECHNOLOGIES INC 7000 N. Mopac Expressway Suite 200 Austin Tx 78731	512-342-0055 8665338858 karen@hirepros.com	WDB	F/Caucasian	AU
	GUE2157000 JOSE I GUERRA INC 2401 S Ih-35 Ste 210 Austin Tx 78741-3823	512-445-2090 512-445-2099 RGUERRA@GUERRA.COM	MDB	M/Hispanic	AU
	MRS7135275 MRSW MANAGEMENT L L C Po Box 6941 Austin Tx 78762-6941	512-322-2347 512-322-2360 MWHITE@MRSWMANAGEMENT.COM	MDB	M/African American	AU
	RFD7081045 RFD & ASSOC INC 401 Camp Craft Rd Austin Tx 78746-6507	512-347-9411 512-347-9412 sales@RFDINC.COM	WB	F/Caucasian	AU

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	VC0000102856 RHYAN TECHNOLOGY SERVICES LLC 901 S Mopac Plaza 1 Ste 300 Austin Tx 78746	512-328-8688 512-328-8668 BILL@RHYAN.COM	MDB	M/Native American	AU
	ABD7148105 RITA ABDELADIM 40 North Ih 35, Suite 10c2 Austin Tx 78701	512-251-9252 512-233-0600 nadir@abdeladim.com	MWB	F/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	M/Hispanic	AU
	TEL7160595 TELECOM AMERICA SVCS INC 2019 Clovis Barker Dr San Marcos Tx 78666-9792	512-754-9150 512-754-9157	WB	F/Caucasian	SL
	VS0000024765 The Cases Group, LLC P. O. Box 163502 Austin Tx 78716	512-762-6582 moisesescases@gmail.com	MB	M/Hispanic	AU
	VS0000012688 TrachMar, LLC 2900 N Quinlan Park Rd Ste B240 - 321 Austin Tx 78732	512-828-6430 5128287693 pamela@trachmar.com	MWDB	F/African American	AU
	V00000906635 VERDTEK INC 7000 N Mopac Expy Ste 200 Austin Tx 78731	512-703-0092 5125510155 benavidesg@verdtek.com	MWB	F/Hispanic	AU
	VIS7082920 VISUAL INNOVATIONS CO INC 8500 Shoal Creek Blvd Bldg 1 Austin Tx 78757-7530	512-334-1100 512-334-1133 brenda_mccarley@vicav.com	MWDB	F/Asian	AU
	V00000904094 Yolanda McRae 5800 Techni Center Drive #220 Austin Tx 78721	404-669-6753 info@yempromotions.com	MWDB	F/African American	AU
92517 Civil Engineering					
	V00000907236 360 Professional Services, Inc. P.O. Box 3639 Cedar Park Tx 78630	512-354-4682 103 tammy.foster@360psinc.com	WDB	F/Caucasian	SL
	AGU8313738 AGUIRRE & FIELDS LP 12708 Riata Vista Circle Ste A-109 Austin Tx 78727	5126091507 5126108903 dave.lubitz@aguirre-fields.com	MDB	M/Hispanic	AU

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ALL7111300 ALLIANCE-TEXAS ENGINEERING COMPANY 11500 Metric Blvd Bldg M1, Ste 150 Austin Tx 78758		512-821-2081 512-821-2085 GHEATH@EMAILATG.COM	WDB	F/Caucasian	AU
ROD8321224 ANDREW A RODRIGUEZ 8137 Osborne Dr Austin Tx 78729-8074		512-989-3336 512-989-9192 RODZENG@AOL.COM	MDB	M/Hispanic	AU
ASI8308112 ASIA TRADING INC 13401 Wyoming Valley Dr Austin Tx 78727-3427		512-251-3880 chango5@sbcglobal.net	MDB	F/Asian	AU
AXI8316197 AXIOM ENGINEERS INC 13276 Research Blvd Ste 208 Austin Tx 78750		512-506-9335 512-506-9377 NCF@AXIOMTEXAS.COM	WDB	F/Caucasian	AU
BAE7086810 BAER ENGINEERING & ENVIRONMENTAL CONSULTING INC 7756 Northcross Dr Ste 211 Austin Tx 78757-1725		512-453-3733 512-453-3316 tbaer@BaerEng.com	WDB	F/Caucasian	AU
CEP8319715 BOWMAN ENGINEERING & CONSULTING INC 902 Rio Grande Austin Tx 78701		512-263-5677 214-382-9410 SHAUNA@BOWMANENGINEERS.COM	WDB	F/Caucasian	AU
CAS7170685 CAS CONSULTING & SVCS INC 7908 Cameron Rd Austin Tx 78754		512-836-2388 512-836-4515 channys@casengineers.com	MDB	M/Asian	AU
VC0000103053 CHAN & PARTNERS ENGINEERING LLC 4319 James Casey St Ste 300 Austin Tx 78745		512-480-8155 512-480-8811 RAYMONDC@CHANPARTNERS.COM	MDB	M/Asian	AU
VC0000102500 CIVIL LAND GROUP LLC 206 W Main St Ste 101 Round Rock Tx 78664		512-992-0118 512-246-1856 BFRYE@CIVLNDGRP.COM	MWB	F/Hispanic	SL
CLO8320728 CLOTTEY ENGINEERING INC 210 N Kings Canyon Dr Cedar Park Tx 78613-3043		512-996-9020 512-996-9520 CCLOTTEY@CLOTTEYENGINEERING.COM	MDB	M/African American	AU
CRE7038055 CRESPO CONSULTING SERVICES INC 4131 Spicewood Springs Rd #B2 Austin Tx 78759-8658		512-343-6404 512-343-8120 SSTECHER@CRESPOINC.COM	MDB	M/Hispanic	AU

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VS0000011100 Castleberry Engineering & Consulting, P.L.L.C. P.O. Box 40546 Austin Tx 78704		512-751-9272 c.castleberry@castleberryengineering.com	WDB	F/Caucasian	AU
V00000908664 Cook-Joyce, Inc. 812 W. 11th Street Austin Tx 78701		512-474-9097 2494 elizabeth.rabaey@cook-joyce.com	WB	F/Caucasian	AU
V00000905281 Corsair Consulting LLC 9442 Capital Of Texas Hwy N Plaza One, Suite 500 Austin Tx 78759		512-342-8877 clinharris@corsairus.com	MDB	M/Asian	AU
V00000904121 D. F. Noble Consulting, LLC 1185 Taylor Ranch Road Wimberley Tx 78676		512-809-8226 txdotnoble@yahoo.com	MWDB	F/Hispanic	SL
DAT8307094 DATUM GOJER ENGINEERS L L C 5929 Balcones Dr Ste 100 Austin Tx 78731		512-469-9490 erikap@datumengineers.com	MB	M/Hispanic	AU
DAV1449500 DAVCAR INC 1010 Land Creek Cove Ste 200 Austin Tx 78746-		512-328-4428 512-306-8330 DAVID@DAVCAR.COM	MDB	M/Hispanic	AU
VC0000101365 ELECTRIC POWER ENGINEERS INC 13101 W Highway 71, Suite 201 Austin Tx 78738		512-382-6700 866-265-0827 hballouz@epeconsulting.com	WB	F/Caucasian	SL
ENC1735650 ENCOTECH ENGINEERING CONSULTANTS INC 8500 Bluffstone Cove, #B-103 Austin Tx 78759		512-338-1101 101 512-338-1160 KHATAW@ENCOTECHENGINEERING.COM	MB	M/Asian	AU
VC0000102911 FAYEZ S KAZI 411 W Saint Elmo Rd Unit #1 Austin Tx 78745		512-761-6161 5127616167 fayez@civillitude.com	MDB	M/Asian	AU
FRA8312411 FRANK LAM & ASSOC INC 508 W 16th St Austin Tx 78701-1502		512-476-2717 512-476-2714 FRANK@FRANKLAMINC.COM	MDB	M/Asian	AU
V00000915371 G Sylva, LLC 9712 Indina Hills Dr. Austin Tx 78717		512-934-3860 gilbert.sylva@gsylva.com	MDB	M/Hispanic	AU

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GLE7011195 GLENROSE ENGINEERING INC Po Box 1948 Austin Tx 78767-1948		512-326-8880 LAUREN@GLENROSE.COM	WDB	F/Caucasian	AU
VS0000008581 GLOBAL ENGINEERS INC 4219 Pebblestone Trl Round Rock Tx 78665-5027		512-417-3172 512-246-2212 munirmkhan@gmail.com	MDB	M/Asian	AU
VC0000101227 GONZALEZ - DE LA GARZA & ASSOCIATES 8313 Gallatin Dr Austin Tx 78736		512-785-9856 210-208-9401 AGONZALEZ@GDA-US.COM	MWDB	F/Hispanic	AU
V00000907852 GarzaBury, L.L.C. 221 W. Sixth Street, Suite 380 Austin Tx 78701		512-298-3284 5122982592 rgarza@garzabury.com	MB	M/Hispanic	AU
HAR8321937 HARKINS ENGINEERING INC 3300 Lost Oasis Hollow Austin Tx 78739-7603		512-291-8219 512-280-1462 VHARKINS@HARKINSENGINEERING.COM	WDB	F/Caucasian	AU
HUR2455500 HARUTUNIAN ENGINEERING INC 305 E Huntland Dr Ste 500 Austin Tx 78752-3730		512-454-2788 512-454-6434 PROCURE@HEIWORLD.COM	WB	F/Caucasian	AU
HEJ7022940 HEJL LEE & ASSOC INC 321 Ed Schmidt Blvd., Suite 100 Hutto Tx 78634		512-642-3292 512-642-4230 hlainc@austin.rr.com	MDB	M/Asian	SL
VC0000102904 HILARIO N ARRIAGA 6708 Dubuque Lane Austin Tx 78723		512-926-4066 HILARIOARRIAGA@ATT.NET	MDB	M/Hispanic	AU
HOL2400500 HOLT ENGINEERING INC 2220 Barton Skyway Austin Tx 78704-5737		512-447-8166 512-447-0852 l.holt@holteng.com	WB	F/Caucasian	AU
ITG8318552 I T GONZALEZ ENGINEERS 3501 Manor Rd Austin Tx 78723-5815		512-447-7400 11 512-447-6389 itgonz@swbell.net	MDB	M/Hispanic	AU
JON8316038 JONES MCMULLEN ENGINEERING INC 1412 Payton Falls Dr Austin Tx 78754		512-914-4793 catherinemcmullen99@yahoo.com	WDB	F/Caucasian	AU

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	GUE2157000 JOSE I GUERRA INC 2401 S Ih-35 Ste 210 Austin Tx 78741-3823	512-445-2090 512-445-2099 RGUERRA@GUERRA.COM	MDB	M/Hispanic	AU
	KFR8309453 K FRIESE & ASSOC INC 1120 S Capital Of Texas Hwy, Cityview 2, Ste 100 Austin Tx 78746	512-338-1704 512-338-1784 kfriese@kfriese.com	WDB	F/Caucasian	AU
	V00000906667 KB PIKE ENGINEERING LLC 105 W Riverside Drive Suite 110 Austin Tx 78704	512-794-6787 jennifer@kbpik.com	WB	F/Caucasian	AU
	LAK8323239 LAKESIDE ENGINEERS LLC 1713 Palma Plaza Austin Tx 78703	512-472-9488 2164729488 chris.ruiz64@gmail.com	MB	M/Hispanic	AU
	V00000907693 LEAP Structures, PLLC 3001 S. Lamar Blvd Suite 230 Austin Tx 78704	512-298-3999 1 tchu@leapstructures.com	MDB	M/Asian	AU
	MAR8305101 MARTHA FERRERO JUCH P E INC 1706 Walsh Dr Round Rock Tx 78681-1434	5126334183 mfjuch@austin.rr.com	WDB	F/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	F/Caucasian	AU
	VS0000011481 Maldonado-Burkett Intelligent Transportation Systems, LLP 2205 Western Trails Blvd. Ste B Austin Tx 78745-1638	512-916-1386 ramon@mbitsgroup.com	MDB	M/Hispanic	AU
	V00000925715 McKinney Engineering, Inc 18101 Angel Valley Dr Leander Tx 78641	5124612632 melisa.mckinney@gmail.com	WDB	F/Caucasian	SL
	VS0000014928 Nellor Environmental Associates, Inc 4024 Walnut Clay Dr Austin Tx 78731	512-374-9330 margie@nellorenvironmental.com	WDB	F/Caucasian	AU

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VS0000037698 PROFESSIONAL STRUCIVIL ENGINEERS INC 12710 Research Blvd. Suite 390 Austin Tx 78759		512-238-6422 psce@psceinc.com	MDB	M/Asian	AU
PRO8301100 PROVIDENCE ENVIRONMENTAL CONSULTING INC 112 Las Colinas Dr Georgetown Tx 78628-1019		512-863-3492 512-869-0576 providenceenvironmental@suddenlink.net	WDB	F/Caucasian	SL
VS0000004650 RGT Engineering, Inc. 1000 Heritage Center Circle Round Rock Tx 78664		512-689-2341 512-382-6851 rgonzalez@rgtengineering.com	MDB	M/Hispanic	SL
ROD7082460 RODRIGUEZ TRANSPORTATION GROUP Inc 11211 Taylor Draper Ln Ste 100 Austin Tx 78759		512-231-9544 512-231-9133 MRODRIGUEZ@RTG-TEXAS.COM	MDB	M/Hispanic	AU
V00000901562 Regional Engineering Inc. 818 Wagon Trail Suit # 102 Austin Tx 78758		512-507-9355 5126708915 reiaustx@gmail.com	MDB	M/Asian	AU
VS0000026253 Rios Engineering, LLC 609 Irma Dr Austin Tx 78752		512-944-3023 ed@riosengineering.com	MDB	M/Hispanic	AU
VS0000015805 Rogers Moore Engineers, LLC 221 West 6th Street Suite 826 Austin Tx 78701		512-330-1282 512-330-1295 utuladhar@rogersmoorellc.com	WB	F/Caucasian	AU
STA8322362 STANSBERRY ENGINEERING CO. Po Box 309 Manchaca Tx 78652-0309		512-292-8000 512-292-7270 INFO@STANSBERRYENGINEERING.COM	WDB	F/Caucasian	AU
STR8322676 STRUCTURESPE L L P 1018 W 11th St Ste 100 Austin Tx 78703-4987		512-499-0919 512-320-8521 JERRY@STRUCTURESTX.COM	MDB	M/Hispanic	AU
SUN4499350 SUNLAND GROUP INC 1033 La Posada Drive Suite 370 Austin Tx 78752		512-590-7951 512-494-0406 cthompson@sunlandgrp.com	WDB	F/Caucasian	AU

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VC0000103065 SUSAN ROTH CONSULTING LLC 4111 Tablerock Dr Austin Tx 78731		512-796-6692 SUSAN@SROTHCONSULTING.COM	WDB	F/Caucasian	AU
VS0000030160 Seiler/Lankes Group 901 Round Rock Avenue Suite C100 Round Rock Tx 78681		512-785-8564 glankes@slg-eng.com	MDB	M/Hispanic	SL
V00000925313 Smith Turrieta, PLLC Po Box 5902 Austin Tx 78763		5125699022 susan@smithturrieta.com	WDB	F/Caucasian	AU
ARI0290800 THE ARIZPE GROUP INC 6330 E Hwy 290 Ste 375 Austin Tx 78723-1156		512-339-3707 512-339-3709 Robert.Arizpe@Arizpe.com	MDB	M/Hispanic	AU
VS0000022046 THOMPSON-HAMILTON ENGINEERING LLC 283 Catalina Lane Austin Tx 78737		5127911175 512-350-2641 admin@atlasdgn.com	MDB	M/Hispanic	SL
TRA8311787 TRANSTEC GROUP INC 6111 Balcones Dr Austin Tx 78731-		512-451-6233 512-451-6234 DAN@THETRANSTECGROUP.COM	MDB	M/Hispanic	AU
TRI4738850 TRICIA ALTAMIRANO Consulting Engineer Inc 1101 S Cap Of Tx Hwy Ste 210d Austin Tx 78746-6438		512-328-2203 512-327-2947 taltamirano@austin.rr.com	WB	F/Caucasian	AU
VS0000022197 Texas Engineering Solutions, LLC 5000 Bee Caves Rd Suite 206 Austin Tx 78746		512-904-0505 205 512-904-0509 sdelgado@txengs.com	MDB	M/Hispanic	AU
UNI8318182 UNINTECH CONSULTING ENGINEERS INC 3737 Executive Center Dr Ste 101 Austin Tx 78731		512-579-0722 210-641-8279 echan@unintech.com	MWB	F/Asian	AU
V00000928407 URBAN DESIGN GROUP PC 3660 Stoneridge Rd Ste E101 Austin Tx 78746		5123470040 107 5123471311 ltoups@udg.com	WDB	F/Caucasian	AU

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C Code & Description	Vend Code/Adr	Phone/Fax/Email	W/MB Code	G/E	LCTN
	URB7038110 UTE CONSULTANTS INC 2007 S 1st Street Austin Tx 78704	512-789-5018 joan@uteconsultants.com	WDB	F/Caucasian	AU
	VIC7091950 VICKREY & ASSOC INC 1717 W 6th St Ste 260, Hartland Plaza Austin Tx 78703	512-494-8014 512-494-8054 austin@vickreyinc.com	WDB	F/Caucasian	AU
	WAY5080500 WAY CONSULTING ENGINEERS INC 11615 Angus Rd Ste 119 Austin Tx 78759-4004	512-343-0766 512-343-9103 way@wayengineering.com	MB	M/Asian	AU
92531 Electrical Engineering					
	V00000925196 A-PLUS POWER CONSULTING, LLC 12305 Pleasant Hill Ct Austin Tx 78738	5127314468 apluspowerconsulting@aol.com	MB	M/Asian	SL
	V00000921397 APTUS ENGINEERING LLC 3400 Tavistock Dr Austin Tx 78748	5128504770 sujay@aptuseng.com	MB	M/Asian	AU
	VS0000015522 AYS Engineering, LLC 203 E. Main Street Ste 204 Round Rock Tx 78664	512-961-6835 raleman@ayseng.com	MB	M/Hispanic	SL
	VC0000101538 DOROTHY M BOTHNE 14201 Sandy Meadow Circle Leander Tx 78641	512-259-8476 512-259-8781 DBOTHNE@AUSTIN.RR.COM	WB	F/Caucasian	SL
	VC0000101365 ELECTRIC POWER ENGINEERS INC 13101 W Highway 71, Suite 201 Austin Tx 78738	512-382-6700 866-265-0827 hballouz@epeconsulting.com	WB	F/Caucasian	SL
	ENC1735650 ENCOTECH ENGINEERING CONSULTANTS INC 8500 Bluffstone Cove, #B-103 Austin Tx 78759	512-338-1101 101 512-338-1160 KHATAW@ENCOTECHENGINEERING.COM	MB	M/Asian	AU
	V00000907852 GarzaBury, L.L.C. 221 W. Sixth Street, Suite 380 Austin Tx 78701	512-298-3284 5122982592 rgarza@garzabury.com	MB	M/Hispanic	AU
	HUR2455500 HARUTUNIAN ENGINEERING INC 305 E Huntland Dr Ste 500 Austin Tx 78752-3730	512-454-2788 512-454-6434 PROCURE@HEIWORLD.COM	WB	F/Caucasian	AU

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	JAS2584500 JASMINE ENGINEERING INC 100 Congress Ave Ste 2000 Austin Tx 78701	512-326-2900 512-326-2906 JASMINE@JASMINEENGINEERING.COM	WDB	F/Caucasian	AU
	GUE2157000 JOSE I GUERRA INC 2401 S Ih-35 Ste 210 Austin Tx 78741-3823	512-445-2090 512-445-2099 RGUERRA@GUERRA.COM	MDB	M/Hispanic	AU
	VS0000011481 Maldonado-Burkett Intelligent Transportation Systems, LLP 2205 Western Trails Blvd. Ste B Austin Tx 78745-1638	512-916-1386 ramon@mbitsgroup.com	MDB	M/Hispanic	AU
	POW8300999 POWER QUALITY ENGINEERING INC 3061 Woodall Dr Bldg A Cedar Park Tx 78613-7225	512-267-6656 512-267-0989 vbloom@pqeinc.com	MWB	F/Hispanic	AU
	V00000917037 Quality Power, LLC 407 Hurst Creek Rd. Lakeway Tx 78734	5122940885 basheerm@qualitypowerllc.com	MB	M/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	M/Hispanic	AU
	VS0000011064 Texas Energy Engineering Services, Inc. 1301 S. Capital Of Texas Highway Suite B-325 Austin Tx 78746	512-328-2533 201 512-328-2544 Saleem@teesi.com	MDB	M/Asian	AU
	VS0000035423 W&D Enterprises, L.L.C. 1747 Fort Grant Dr. Round Rock Tx 78665	512-563-1720 vwinston@mavaengineering.com	MDB	M/African American	AU
	V00000927461 YOU SEOK SON 3517 Arvin Dr Austin Tx 78738	5129190358 pson@vitenergy.net	MB	M/Asian	SL
92539 Fire Protection Engineering	HUR2455500 HARUTUNIAN ENGINEERING INC 305 E Huntland Dr Ste 500 Austin Tx 78752-3730	512-454-2788 512-454-6434 PROCURE@HEIWORLD.COM	WB	F/Caucasian	AU

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	JAS2584500 JASMINE ENGINEERING INC 100 Congress Ave Ste 2000 Austin Tx 78701	512-326-2900 512-326-2906 JASMINE@JASMINEENGINEERING.COM	WDB	F/Caucasian	AU
	GUE2157000 JOSE I GUERRA INC 2401 S Ih-35 Ste 210 Austin Tx 78741-3823	512-445-2090 512-445-2099 RGUERRA@GUERRA.COM	MDB	M/Hispanic	AU
	POW8300999 POWER QUALITY ENGINEERING INC 3061 Woodall Dr Bldg A Cedar Park Tx 78613-7225	512-267-6656 512-267-0989 vbloom@pqeinc.com	MWB	F/Hispanic	AU
	ARI0290800 THE ARIZPE GROUP INC 6330 E Hwy 290 Ste 375 Austin Tx 78723-1156	512-339-3707 512-339-3709 Robert.Arizpe@Arizpe.com	MDB	M/Hispanic	AU
92567 Mechanical Engineering					
	V00000921397 APTUS ENGINEERING LLC 3400 Tavistock Dr Austin Tx 78748	5128504770 sujay@aptuseng.com	MB	M/Asian	AU
	VS0000015522 AYS Engineering, LLC 203 E. Main Street Ste 204 Round Rock Tx 78664	512-961-6835 raleman@ayseng.com	MB	M/Hispanic	SL
	CAS7170685 CAS CONSULTING & SVCS INC 7908 Cameron Rd Austin Tx 78754	512-836-2388 512-836-4515 channys@casengineers.com	MDB	M/Asian	AU
	CLO8320728 CLOTTEY ENGINEERING INC 210 N Kings Canyon Dr Cedar Park Tx 78613-3043	512-996-9020 512-996-9520 CCLOTTEY@CLOTTEYENGINEERING.COM	MDB	M/African American	AU
	VC0000101538 DOROTHY M BOTHNE 14201 Sandy Meadow Circle Leander Tx 78641	512-259-8476 512-259-8781 DBOTHNE@AUSTIN.RR.COM	WB	F/Caucasian	SL
	ENC1735650 ENCOTECH ENGINEERING CONSULTANTS INC 8500 Bluffstone Cove, #B-103 Austin Tx 78759	512-338-1101 101 512-338-1160 KHATAW@ENCOTECHENGINEERING.COM	MB	M/Asian	AU

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VS0000031778 ENGINEERED EXTERIORS, PLLC 13740 Research Blvd. Suite C2 Austin Tx 78750		5125713530 jen@engineeredexteriors.com	WB	F/Caucasian	AU
V00000907852 GarzaBury, L.L.C. 221 W. Sixth Street, Suite 380 Austin Tx 78701		512-298-3284 5122982592 rgarza@garzabury.com	MB	M/Hispanic	AU
HUR2455500 HARUTUNIAN ENGINEERING INC 305 E Huntland Dr Ste 500 Austin Tx 78752-3730		512-454-2788 512-454-6434 PROCURE@HEIWORLD.COM	WB	F/Caucasian	AU
JAS2584500 JASMINE ENGINEERING INC 100 Congress Ave Ste 2000 Austin Tx 78701		512-326-2900 512-326-2906 JASMINE@JASMINEENGINEERING.COM	WDB	F/Caucasian	AU
GUE2157000 JOSE I GUERRA INC 2401 S Ih-35 Ste 210 Austin Tx 78741-3823		512-445-2090 512-445-2099 RGUERRA@GUERRA.COM	MDB	M/Hispanic	AU
VS0000028414 Lackey Commercial Properties, LLC Po Box 41270 Austin Tx 78704		512-971-1201 8883817794 mwlackey@lc-cx.com	MDB	M/Hispanic	AU
V00000917399 Nodal Partners, LLC 13640 Briarwick Dr. Suite 180 Austin Tx 78729		512-364-0688 128 lindsaypalinsky@beeusa.com	MB	M/Asian	AU
POW8300999 POWER QUALITY ENGINEERING INC 3061 Woodall Dr Bldg A Cedar Park Tx 78613-7225		512-267-6656 512-267-0989 vbloom@pqeinc.com	MWB	F/Hispanic	AU
STE8305142 STEINMAN LUEVANO STRUCTURES LLP 5901 Old Fredericksburg Rd B101 Austin Tx 78749		512-891-6766 512-891-6966 john@slstructures.com	MDB	M/Hispanic	AU
ARI0290800 THE ARIZPE GROUP INC 6330 E Hwy 290 Ste 375 Austin Tx 78723-1156		512-339-3707 512-339-3709 Robert.Arizpe@Arizpe.com	MDB	M/Hispanic	AU

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	VS0000011064 Texas Energy Engineering Services, Inc. 1301 S. Capital Of Texas Highway Suite B-325 Austin Tx 78746	512-328-2533 201 512-328-2544 Saleem@teesi.com	MDB	M/Asian	AU
	VS0000035423 W&D Enterprises, L.L.C. 1747 Fort Grant Dr. Round Rock Tx 78665	512-563-1720 vwinston@mavaengineering.com	MDB	M/African American	AU
92588 Structural Engineering					
	AGU8313738 AGUIRRE & FIELDS LP 12708 Riata Vista Circle Ste A-109 Austin Tx 78727	5126091507 5126108903 dave.lubitz@aguirre-fields.com	MDB	M/Hispanic	AU
	BAE7086810 BAER ENGINEERING & ENVIRONMENTAL CONSULTING INC 7756 Northcross Dr Ste 211 Austin Tx 78757-1725	512-453-3733 512-453-3316 tbaer@BaerEng.com	WDB	F/Caucasian	AU
	CAS7170685 CAS CONSULTING & SVCS INC 7908 Cameron Rd Austin Tx 78754	512-836-2388 512-836-4515 channys@casengineers.com	MDB	M/Asian	AU
	CLO8320728 CLOTTEY ENGINEERING INC 210 N Kings Canyon Dr Cedar Park Tx 78613-3043	512-996-9020 512-996-9520 CCLOTTEY@CLOTTEYENGINEERING.COM	MDB	M/African American	AU
	DAT8307094 DATUM GOJER ENGINEERS L L C 5929 Balcones Dr Ste 100 Austin Tx 78731	512-469-9490 erikap@datumengineers.com	MB	M/Hispanic	AU
	ENC1735650 ENCOTECH ENGINEERING CONSULTANTS INC 8500 Bluffstone Cove, #B-103 Austin Tx 78759	512-338-1101 101 512-338-1160 KHATAW@ENCOTECHENGINEERING.COM	MB	M/Asian	AU
	VS0000031778 ENGINEERED EXTERIORS, PLLC 13740 Research Blvd. Suite C2 Austin Tx 78750	5125713530 jen@engineeredexteriors.com	WB	F/Caucasian	AU
	FRA8312411 FRANK LAM & ASSOC INC 508 W 16th St Austin Tx 78701-1502	512-476-2717 512-476-2714 FRANK@FRANKLAMINC.COM	MDB	M/Asian	AU

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	V00000915371 G Sylva, LLC 9712 Indina Hills Dr. Austin Tx 78717	512-934-3860 gilbert.sylva@gsylva.com	MDB	M/Hispanic	AU
	V00000907852 GarzaBury, L.L.C. 221 W. Sixth Street, Suite 380 Austin Tx 78701	512-298-3284 5122982592 rgarza@garzabury.com	MB	M/Hispanic	AU
	GUE2157000 JOSE I GUERRA INC 2401 S Ih-35 Ste 210 Austin Tx 78741-3823	512-445-2090 512-445-2099 RGUERRA@GUERRA.COM	MDB	M/Hispanic	AU
	VS0000033389 JQ+TSEN LLC 1608 West 6th St Suite 200 Austin Tx 78703	512-474-4001 512-474-9179 stephanie.tsen@gmail.com	MWB	F/Asian	AU
	V00000913547 Kings Struarchural, Inc. 555 Round Rock West Dr Suite E227 Round Rock Tx 78681	5122717331 5122717133 patricka@kingsse.com	MDB	M/African American	SL
	VS0000037916 LAM+DCI, LLC 508 W 16th St Austin Tx 78701	512-476-2717 512-476-2714 franklam@franklaminc.com	MDB	M/Asian	AU
	V00000907693 LEAP Structures, PLLC 3001 S. Lamar Blvd Suite 230 Austin Tx 78704	512-298-3999 1 tchu@leapstructures.com	MDB	M/Asian	AU
	VS0000029260 Oakhill Engineering, LLC 5705 Janabyrd Lane Austin Tx 78749	512-497-5256 512-747-8916 dchen@oakhillengineering.com	MDB	M/Asian	AU
	PES8307381 P E STRUCTURAL CONSULTANTS INC 8436 Spicewood Springs Rd Austin Tx 78759-6050	512-250-5200 512-250-5222 LPOWELL@PESTRUCTURAL.COM	WDB	F/Caucasian	AU
	VS0000037698 PROFESSIONAL STRUCIVIL ENGINEERS INC 12710 Research Blvd. Suite 390 Austin Tx 78759	512-238-6422 psce@psceinc.com	MDB	M/Asian	AU

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	VS0000015805 Rogers Moore Engineers, LLC 221 West 6th Street Suite 826 Austin Tx 78701	512-330-1282 512-330-1295 utuladhar@rogersmoorellc.com	WB	F/Caucasian	AU
	STE8305142 STEINMAN LUEVANO STRUCTURES LLP 5901 Old Fredericksburg Rd B101 Austin Tx 78749	512-891-6766 512-891-6966 john@slstructures.com	MDB	M/Hispanic	AU
	STR8322676 STRUCTURESPE L L P 1018 W 11th St Ste 100 Austin Tx 78703-4987	512-499-0919 512-320-8521 JERRY@STRUCTURESTX.COM	MDB	M/Hispanic	AU
	SUN4499350 SUNLAND GROUP INC 1033 La Posada Drive Suite 370 Austin Tx 78752	512-590-7951 512-494-0406 cthompson@sunlandgrp.com	WDB	F/Caucasian	AU
	UNI8318182 UNINTECH CONSULTING ENGINEERS INC 3737 Executive Center Dr Ste 101 Austin Tx 78731	512-579-0722 210-641-8279 echan@unintech.com	MWB	F/Asian	AU
	WAY5080500 WAY CONSULTING ENGINEERS INC 11615 Angus Rd Ste 119 Austin Tx 78759-4004	512-343-0766 512-343-9103 way@wayengineering.com	MB	M/Asian	AU
92593 Traffic and Transportation Engineering					
	V00000907236 360 Professional Services, Inc. P.O. Box 3639 Cedar Park Tx 78630	512-354-4682 103 tammy.foster@360psinc.com	WDB	F/Caucasian	SL
	AGU8313738 AGUIRRE & FIELDS LP 12708 Riata Vista Circle Ste A-109 Austin Tx 78727	5126091507 5126108903 dave.lubitz@aguirre-fields.com	MDB	M/Hispanic	AU
	ALL7111300 ALLIANCE-TEXAS ENGINEERING COMPANY 11500 Metric Blvd Bldg M1, Ste 150 Austin Tx 78758	512-821-2081 512-821-2085 GHEATH@EMAILATG.COM	WDB	F/Caucasian	AU
	AXI8316197 AXIOM ENGINEERS INC 13276 Research Blvd Ste 208 Austin Tx 78750	512-506-9335 512-506-9377 NCF@AXIOMTEXAS.COM	WDB	F/Caucasian	AU

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BAE7086810 BAER ENGINEERING & ENVIRONMENTAL CONSULTING INC 7756 Northcross Dr Ste 211 Austin Tx 78757-1725		512-453-3733 512-453-3316 tbaer@BaerEng.com	WDB	F/Caucasian	AU
CEP8319715 BOWMAN ENGINEERING & CONSULTING INC 902 Rio Grande Austin Tx 78701		512-263-5677 214-382-9410 SHAUNA@BOWMANENGINEERS.COM	WDB	F/Caucasian	AU
CAS7170685 CAS CONSULTING & SVCS INC 7908 Cameron Rd Austin Tx 78754		512-836-2388 512-836-4515 channys@casengineers.com	MDB	M/Asian	AU
VC0000103053 CHAN & PARTNERS ENGINEERING LLC 4319 James Casey St Ste 300 Austin Tx 78745		512-480-8155 512-480-8811 RAYMONDC@CHANPARTNERS.COM	MDB	M/Asian	AU
VC0000102500 CIVIL LAND GROUP LLC 206 W Main St Ste 101 Round Rock Tx 78664		512-992-0118 512-246-1856 BFRYE@CIVLNDGRP.COM	MWB	F/Hispanic	SL
V00000905281 Corsair Consulting LLC 9442 Capital Of Texas Hwy N Plaza One, Suite 500 Austin Tx 78759		512-342-8877 clintharris@corsairus.com	MDB	M/Asian	AU
DAV1449500 DAVCAR INC 1010 Land Creek Cove Ste 200 Austin Tx 78746-		512-328-4428 512-306-8330 DAVID@DAVCAR.COM	MDB	M/Hispanic	AU
ENC1735650 ENCOTECH ENGINEERING CONSULTANTS INC 8500 Bluffstone Cove, #B-103 Austin Tx 78759		512-338-1101 101 512-338-1160 KHATAW@ENCOTECHENGINEERING.COM	MB	M/Asian	AU
VC0000102911 FAYEZ S KAZI 411 W Saint Elmo Rd Unit #1 Austin Tx 78745		512-761-6161 5127616167 fayez@civilitude.com	MDB	M/Asian	AU
VS0000008581 GLOBAL ENGINEERS INC 4219 Pebblestone Trl Round Rock Tx 78665-5027		512-417-3172 512-246-2212 munirmkhan@gmail.com	MDB	M/Asian	AU

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C Code & Description	Vend Code/Adr	Phone/Fax/Email	W/MB Code	G/E	LCTN
V00000907852 GarzaBury, L.L.C. 221 W. Sixth Street, Suite 380 Austin Tx 78701		512-298-3284 5122982592 rgarza@garzabury.com	MB	M/Hispanic	AU
GUE2157000 JOSE I GUERRA INC 2401 S Ih-35 Ste 210 Austin Tx 78741-3823		512-445-2090 512-445-2099 RGUERRA@GUERRA.COM	MDB	M/Hispanic	AU
KFR8309453 K FRIESE & ASSOC INC 1120 S Capital Of Texas Hwy, Cityview 2, Ste 100 Austin Tx 78746		512-338-1704 512-338-1784 kfriese@kfriese.com	WDB	F/Caucasian	AU
MAR3044500 MWM DESIGNGROUP INC 305 E Huntland Dr Ste 200 Austin Tx 78752		512-453-0767 512-453-1734 juliah@mwminc.com	WDB	F/Caucasian	AU
VS0000011481 Maldonado-Burkett Intelligent Transportation Systems, LLP 2205 Western Trails Blvd. Ste B Austin Tx 78745-1638		512-916-1386 ramon@mbitsgroup.com	MDB	M/Hispanic	AU
VS0000037698 PROFESSIONAL STRUCIVIL ENGINEERS INC 12710 Research Blvd. Suite 390 Austin Tx 78759		512-238-6422 psce@psceinc.com	MDB	M/Asian	AU
VS0000004650 RGT Engineering, Inc. 1000 Heritage Center Circle Round Rock Tx 78664		512-689-2341 512-382-6851 rgonzalez@rgtengineering.com	MDB	M/Hispanic	SL
ROD7082460 RODRIGUEZ TRANSPORTATION GROUP Inc 11211 Taylor Draper Ln Ste 100 Austin Tx 78759		512-231-9544 512-231-9133 MRODRIGUEZ@RTG-TEXAS.COM	MDB	M/Hispanic	AU
SUN4499350 SUNLAND GROUP INC 1033 La Posada Drive Suite 370 Austin Tx 78752		512-590-7951 512-494-0406 cthompson@sunlandgrp.com	WDB	F/Caucasian	AU
VS0000030160 Seiler/Lankes Group 901 Round Rock Avenue Suite C100 Round Rock Tx 78681		512-785-8564 glankes@slg-eng.com	MDB	M/Hispanic	SL

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	V00000925313 Smith Turrieta, PLLC Po Box 5902 Austin Tx 78763	5125699022 susan@smithturrieta.com	WDB	F/Caucasian	AU
	ARI0290800 THE ARIZPE GROUP INC 6330 E Hwy 290 Ste 375 Austin Tx 78723-1156	512-339-3707 512-339-3709 Robert.Arizpe@Arizpe.com	MDB	M/Hispanic	AU
	TRA8311787 TRANSTEC GROUP INC 6111 Balcones Dr Austin Tx 78731-	512-451-6233 512-451-6234 DAN@THETRANSTECGROUP.COM	MDB	M/Hispanic	AU
	TRI4738850 TRICIA ALTAMIRANO Consulting Engineer Inc 1101 S Cap Of Tx Hwy Ste 210d Austin Tx 78746-6438	512-328-2203 512-327-2947 taltamirano@austin.rr.com	WB	F/Caucasian	AU
	UNI8318182 UNINTECH CONSULTING ENGINEERS INC 3737 Executive Center Dr Ste 101 Austin Tx 78731	512-579-0722 210-641-8279 echan@unintech.com	MWB	F/Asian	AU
	URB7038110 UTE CONSULTANTS INC 2007 S 1st Street Austin Tx 78704	512-789-5018 joan@uteconsultants.com	WDB	F/Caucasian	AU
	VIC7091950 VICKREY & ASSOC INC 1717 W 6th St Ste 260, Hartland Plaza Austin Tx 78703	512-494-8014 512-494-8054 austin@vickreyinc.com	WDB	F/Caucasian	AU
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	F/Caucasian	AU
	V00000909861 ANA D GALLO 1501 Barton Springs Rd #230 Austin Tx 78704	512-236-0868 5122360868 ana@anagallo.com	MWDB	F/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	M/Hispanic	AU

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ASD7048240 ASD CONSULTANTS INC 8120 N Ih 35 Austin Tx 78753		512-836-3329 512-836-3802 curtis2aia@aol.com	MDB	M/African American	AU
BLG0714750 BLGY INC 2204 Forbes Dr Ste 101 Austin Tx 78754-5143		512-977-0390 512-977-0838	MB	M/African American	AU
CAS7170685 CAS CONSULTING & SVCS INC 7908 Cameron Rd Austin Tx 78754		512-836-2388 512-836-4515 channys@casengineers.com	MDB	M/Asian	AU
VC0000103053 CHAN & PARTNERS ENGINEERING LLC 4319 James Casey St Ste 300 Austin Tx 78745		512-480-8155 512-480-8811 RAYMONDC@CHANPARTNERS.COM	MDB	M/Asian	AU
VC0000102500 CIVIL LAND GROUP LLC 206 W Main St Ste 101 Round Rock Tx 78664		512-992-0118 512-246-1856 BFRYE@CIVLNDGRP.COM	MWB	F/Hispanic	SL
DAV1449500 DAVCAR INC 1010 Land Creek Cove Ste 200 Austin Tx 78746-		512-328-4428 512-306-8330 DAVID@DAVCAR.COM	MDB	M/Hispanic	AU
DIA8312233 DIANE HYATT & ASSOCIATES LLC 400 N Lowell Ln Austin Tx 78733-4207		5124135299 5123069954 dianebyatt@gmail.com	WDB	F/Caucasian	AU
ENC1735650 ENCOTECH ENGINEERING CONSULTANTS INC 8500 Bluffstone Cove, #B-103 Austin Tx 78759		512-338-1101 101 512-338-1160 KHATAW@ENCOTECHENGINEERING.COM	MB	M/Asian	AU
VC0000102911 FAYEZ S KAZI 411 W Saint Elmo Rd Unit #1 Austin Tx 78745		512-761-6161 5127616167 fayez@civilitude.com	MDB	M/Asian	AU
HEJ7022940 HEJL LEE & ASSOC INC 321 Ed Schmidt Blvd., Suite 100 Hutto Tx 78634		512-642-3292 512-642-4230 hlainc@austin.rr.com	MDB	M/Asian	SL
JAS2584500 JASMINE ENGINEERING INC 100 Congress Ave Ste 2000 Austin Tx 78701		512-326-2900 512-326-2906 JASMINE@JASMINEENGINEERING.COM	WDB	F/Caucasian	AU

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MAR3044500 MWM DESIGNGROUP INC 305 E Huntland Dr Ste 200 Austin Tx 78752		512-453-0767 512-453-1734 juliah@mwminc.com	WDB	F/Caucasian	AU
V00000915343 Majestic Services Inc 8120 North Ih 35, Suite 101 Austin Tx 78753		512-470-9221 5128363802 majesticvcinc@aol.com	WMDB	F/African American	AU
VS0000032495 O-SDA Industries, LLC 5714 Sam Houston Circle Austin Tx 78731		8303300762 mdeluna@o-sda.com	MWB	F/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	F/Hispanic	AU
VS0000004650 RGT Engineering, Inc. 1000 Heritage Center Circle Round Rock Tx 78664		512-689-2341 512-382-6851 rgonzalez@rgtengineering.com	MDB	M/Hispanic	SL
VC0000102824 RZ COMMUNICATIONS INC 1400 Smith Rd Ste 101b Austin Tx 78721-3563		512-386-7336 512-386-7350 aramirez@rzaustin.com	MDB	M/Hispanic	AU
SOL8307852 SOLIS CONSTRUCTORS INC 9100 United Dr Ste 106 Austin Tx 78758-7716		512-450-0280 512-380-9670 ELOWENBERG@SOLISCONSTRUCTORS.COM	MDB	M/Hispanic	AU
SUN4499350 SUNLAND GROUP INC 1033 La Posada Drive Suite 370 Austin Tx 78752		512-590-7951 512-494-0406 cthompson@sunlandgrp.com	WDB	F/Caucasian	AU
VS0000030160 Seiler/Lankes Group 901 Round Rock Avenue Suite C100 Round Rock Tx 78681		512-785-8564 glankes@slg-eng.com	MDB	M/Hispanic	SL
V00000925313 Smith Turrieta, PLLC Po Box 5902 Austin Tx 78763		5125699022 susan@smithturrieta.com	WDB	F/Caucasian	AU
ETM1783000 THOMAS DUKES 9905 Fm 973 North Manor Tx 78653		512-272-4551 512-272-4546 ETMASONRY@EARTHLINK.NET	MDB	M/African American	AU

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VS0000022197 Texas Engineering Solutions, LLC 5000 Bee Caves Rd Suite 206 Austin Tx 78746		512-904-0505 205 512-904-0509 sdelgado@txengs.com	MDB	M/Hispanic	AU
V00000905765 The Salinas Group, LLC 1706 Bouldin Ave. Austin Tx 78704		512-619-6696 5127077796 sal78704@yahoo.com	MDB	M/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	F/Asian	AU
UNI7027985 UNISM DEVELOPMENT CO INC Po Box 14145 Austin Tx 78761-4145		512-255-3726 512-255-1451 unism@sbcglobal.net	MB	M/African American	AU
URB7038110 UTE CONSULTANTS INC 2007 S 1st Street Austin Tx 78704		512-789-5018 joan@uteconsultants.com	WDB	F/Caucasian	AU
V00000924512 fuseARCH Studio, PLLC 702 San Antonio Austin Tx 78701		5126993083 beth@fuse-arch.com	WDB	F/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	M/Hispanic	TX
VS0000024106 Melissa L Brand-Vokey 3044 Old Denton Dr Suite 111-249 Carrollton Tx 75007	972-741-3705 mbv@bv-arch.com		WB	F/Caucasian	TX
V00000907873 REED FIRE PROTECTION ENGINEERING LLC 14135 Midway Road Ste. G260 Addison Tx 75001	214-638-7599 102 2146384710 droberts@reedfire.com		MDB	M/Hispanic	TX
V00000923543 Tavkars Global Design Corp 9410 Worfield Court Sugar Land Tx 77498	2815643229 2815643229 tavkarsgdc@yahoo.com		MB	M/Asian	TX
WES8311414 WESTEAST DESIGN GROUP L L C 200 E Grayson St Ste 207 San Antonio Tx 78215-1267	210-530-0755 210-530-9427 katherinek@westeastdesign.com		MDB	M/Asian	TX

90652 Interior Design, Space Planning, and Exhibits/Disp

DUR8311134 DURAND-HOLLIS RUPE ARCHITECTS INC Building 18 San Antonio Tx 78230	210-308-0080 210-697-3309 office@dhrarchitects.com		MDB	M/Hispanic	TX
V00000905738 Keaton Interiors Inc 4343 Sigma Rd., Suite 100-B Dallas Tx 75244	972-233-9100 4693740604 andra@keatoninteriors.com		WB	F/Caucasian	TX
V00000923543 Tavkars Global Design Corp 9410 Worfield Court Sugar Land Tx 77498	2815643229 2815643229 tavkarsgdc@yahoo.com		MB	M/Asian	TX
WES8311414 WESTEAST DESIGN GROUP L L C 200 E Grayson St Ste 207 San Antonio Tx 78215-1267	210-530-0755 210-530-9427 katherinek@westeastdesign.com		MDB	M/Asian	TX

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90656 Landscape Architecture					
	V00000907873 REED FIRE PROTECTION ENGINEERING LLC 14135 Midway Road Ste. G260 Addison Tx 75001	214-638-7599 102 2146384710 droberts@reedfire.com	MDB	M/Hispanic	TX
	WES8311414 WESTEAST DESIGN GROUP L L C 200 E Grayson St Ste 207 San Antonio Tx 78215-1267	210-530-0755 210-530-9427 katherinek@westeastdesign.com	MDB	M/Asian	TX
91849 Finance/Economics Consulting					
	PRI3769850 LAW OFFICE OF WAYMAN L PRINCE 9111 Katy Fwy Ste 301 Houston Tx 77024	713-467-1659 713-467-1686 WAYMAN@WLPLAW.COM	MDB	M/African American	TX
	V00000912666 MARIO TREVINO Po Box 691565 San Antonio Tx 78269-1565	210-858-9349 2108589349 info@isdiversity.com	MDB	M/Hispanic	TX
91895 Telecommunications Consulting					
	VS0000019940 4b Technology Group, LLC 12600 Northborough, Ste 290 Houston Tx 77067	832-249-9379 832-249-9756 jeffrey.casinger@4btechnology.com	WDB	F/Caucasian	TX
	VS0000014477 Combs Consulting Group LP 8200 Ih-10 West, #103 San Antonio Tx 78230	2106987887 carrie.combs@combs-group.com	WB	F/Caucasian	TX
	VC0000102141 DM DUKES & ASSOCIATES INC 3218 E Mi King Jr Blvd Ste 104 Austin Tx 78	512-481-0506 512-990-3809 DUKESDM@AOL.COM	MWDB	F/African American	TX
	ELE7094080 ELECTROSYSTEMS ENGINEERS INC 5400 Suncrest Dr., Ste. B3 El Paso Tx 79912-5609	915-587-7902 103 915-587-7768 jarico@esei.com	MDB	M/Hispanic	TX
	VS0000022827 Ferguson Consulting, Inc. 37602 Tournament Lane Magnolia Tx 77355	281-252-9232 281-252-5355 lferguson@fci-engr.com	WDB	F/Caucasian	TX

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	VS0000012890 Moye IT Consulting, LLC 1255 Corporate Dr Ste 100 Irving Tx 75038	972-887-5555 9728875554 jmoye@moyeconsulting.com	WDB	F/Caucasian	TX
	V00000917705 Network Alliance, LLC Ste. R100 San Antonio Tx 78205	210-364-7025 2105792895 mkillen@network-alliance.net	MWDB	F/Hispanic	TX
	PRE7119790 PRECISION TASK GROUP INC 9801 Westheimer Rd Ste 803 Houston Tx 77042	713-781-7481 713-781-8912 MASSEY@PTG.COM	MDB	M/Hispanic	TX
	WES8311414 WESTEAST DESIGN GROUP L L C 200 E Grayson St Ste 207 San Antonio Tx 78215-1267	210-530-0755 210-530-9427 katherinek@westeastdesign.com	MDB	M/Asian	TX
	V00000923986 eoperitium Technologies, LLC 1233 Heritage Hill Drive, Attn: Mailstop 102 Desoto Tx 75115	8883134441 1 5123304692 adouglas@eoperitium.com	MB	M/African American	TX
92517 Civil Engineering					
	AVI0530500 AVIATION ALLIANCE INC Po Box 799 Colleyville Tx 76034-0799	817-498-0388 817-281-1867 Shirley@AviationAllianceInc.com	WDB	F/Caucasian	TX
	VC0000103077 BRIONES CONSULTING & ENGINEERING LTD 8118 Broadway San Antonio Tx 78209	210-828-1431 210-828-1432 RBRIONES@BRIONESENGINEERING.COM	MDB	M/Hispanic	TX
	VS0000022641 Chica & Associates, Inc 505 Orleans Suite 106 Beaumont Tx 77701	409-833-4343 409-833-8326 twallace@chicaandassociates.com	MDB	M/Hispanic	TX
	VS0000032809 EBG Engineering, LLC. Po Box 104 Allen Tx 75013	9724290006 support@ebgeng.com	WDB	F/Caucasian	TX
	VS0000014891 Eckermann Engineering, Inc. 202 Spring Ho Avenue Lampasas Tx 76550	512-556-8160 5125565122 derrek@eckermannengineering.com	MB	M/Native American	TX

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V00000908561 Goetting Rowe Engineering, LLC 130 Regents Park San Antonio Tx 78230		210-530-7800 bkellyrowe@goettingrowe.com	WB	F/Caucasian	TX
HVJ2459750 HVJ ASSOCIATES INC 6120 S Dairy Ashford Houston Tx 770072		512-447-9081 281-933-7293 HJOHNSON@HVJ.COM	MDB	M/African American	TX
IBA7153325 IBARRA CONSULTING ENGINEERS INC 3131 Turtle Creek Blvd #1151 Dallas Tx 75219-5445		214-219-1030 214-219-1035	MWDB	F/Hispanic	TX
VS0000019943 JQ INFRASTRUCTURE LLC 2105 Commerce Steet Suite 200 Dallas Tx 75201		972-392-7340 214-550-2536 rmehta@jqiang.com	MDB	M/Asian	TX
VS0000025710 LDP Consultants, Inc. 2115 Chantilly Ln Houston Tx 77018		832-489-9928 linda.pechacek@sbcglobal.net	WB	F/Caucasian	TX
V00000911438 Lamb-Star Engineering, LP Suite 1000 Plano Tx 75093		214-440-3600 2144403601 john.lamb@lamb-star.com	MDB	M/Native American	TX
MAE8319636 MAESTAS & ASSOCIATES INC 11550 Ih 10 W Ste 350 San Antonio Tx 78230		210-366-1988 210-366-1980 almaestas@maesce.com	MDB	M/Hispanic	TX
V00000914457 MHR Engineering, LLC. 16845 Blanco Road, Suite 106 San Antonio Tx 78232		210-641-0734 2104972227 hrashid@mhreng.com	MDB	M/Asian	TX
V00000915161 Mendez Engineering, PLLC 2342 Mountain Fall San Antonio Tx 78258-4912		830-438-0337 8304381135 rmendez@mendezengineering.com	MDB	M/Hispanic	TX
POZ8319072 POZNECKI-CAMARILLO INC 5835 Callaghan Rd Ste 200 San Antonio Tx 78228-1224		210-349-3273 210-349-4395 fcamarillo@pozcam.com	MDB	M/Hispanic	TX
RJR8317892 RJ RIVERA ASSOC INC 601 Nw Loop 410, Suite 410 San Antonio Tx 78216		210-785-0888 2103405664 melissa.barton@rjrivera.com	MDB	M/Hispanic	TX
VS0000011185 RODS Subsurface Utility Engineering, Inc. 6810 Lee Road Suite 300 Spring Tx 77379		713-560-6933 hilda@rodssue.cc	MWDB	F/Hispanic	TX

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	VS0000034345 SE3, LLC 230 Sw Main St. Suite 213 Lees Summit Mo 64063	630-464-9900 708 469-2566 mspires@se3.us	MDB	M/African American	OS
	V00000917428 TLC Engineering Inc. 8204 Westglen Drive Houston Tx 77063	713-868-6900 7138680001 tonycouncil@tlceng.com	MDB	M/African American	TX
	V00000924928 Urban Infrastructure Group, Inc. Po Box 729 Donna Tx 78537	9564644710 9564644714 cgonzalez@uigtexas.com	MB	M/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	M/Hispanic	OS
	V00000912661 Verdunity, Inc. Suite #110 Dallas Tx 75248	214-729-8733 kristin@verdunity.com	WDB	F/Caucasian	TX
	VS0000028307 Watearth, Inc. P.O. Box 10194 Houston Tx 77206-0194	832-444-0663 8005193774 jwalker@watearth.com	WB	F/Caucasian	TX
92531 Electrical Engineering					
	AVI0530500 AVIATION ALLIANCE INC Po Box 799 Colleyville Tx 76034-0799	817-498-0388 817-281-1867 Shirley@AviationAllianceInc.com	WDB	F/Caucasian	TX
	VS0000020957 Azcarate & Associates Consulting Engineers, LLC 7920 Belt Line Road, Suite 930 Dallas Tx 75254	214-217-9993 razcarate@aace-eng.com	MDB	M/Hispanic	TX
	CNG8321131 CNG ENGINEERING P L L C 1917 N New Braunfels Ave Ste 201 San Antonio Tx 78208-1419	210-224-8841 210-224-8824 TRAVIS.WILTSHIRE@CNGENGINEERING.COM	MDB	M/African American	TX
	VS0000022827 Ferguson Consulting, Inc. 37602 Tournament Lane Magnolia Tx 77355	281-252-9232 281-252-5355 lferguson@fci-engr.com	WDB	F/Caucasian	TX
	GUP7149060 GUPTA & ASSOC INC 13717 Neutron Road Dallas Tx 75244	972-490-7661 972-490-7125 vkgupta@gaiconsulting.com	MB	M/Asian	TX

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	V00000908561 Goetting Rowe Engineering, LLC 130 Regents Park San Antonio Tx 78230	210-530-7800 bkellyrowe@goettingrowe.com	WB	F/Caucasian	TX
	VS0000014377 Mbroh Engineering Inc. 12830 Hillcrest Road Suite 111 Dallas Tx 75230	972-364-9090 972-364-9091 ambroh@mbroh.com	MDB	M/African American	TX
	VS0000037668 PGA Engineers, Inc. 13201 Northwest Freeway, Suite 800 Houston Tx 77040	713-269-3182 rpayne@pgaengineers.com	MWDB	F/Asian	TX
	V00000907873 REED FIRE PROTECTION ENGINEERING LLC 14135 Midway Road Ste. G260 Addison Tx 75001	214-638-7599 102 2146384710 droberts@reedfire.com	MDB	M/Hispanic	TX
	VS0000035278 RGM Engineering, LLC 700 N Saint Marys Suite 1225 San Antonio Tx 78205	210-299-4522 204 210-299-4525 elizabeth@rgmengineering.net	MB	M/Hispanic	TX
	SWA8303727 SWAYZER ENGINEERING INC 3102 Maple Ave Ste 450 Dallas Tx 75201-1261	2148807929 2148809005 michele.swayzer@swayzer.com	MWDB	F/African American	TX
	V00000917428 TLC Engineering Inc. 8204 Westglen Drive Houston Tx 77063	713-868-6900 7138680001 tonycouncil@tlceng.com	MDB	M/African American	TX
	V00000924928 Urban Infrastructure Group, Inc. Po Box 729 Donna Tx 78537	9564644710 9564644714 cgonzalez@uigtexas.com	MB	M/Hispanic	TX
92539 Fire Protection Engineering					
	VS0000020957 Azcarate & Associates Consulting Engineers, LLC 7920 Belt Line Road, Suite 930 Dallas Tx 75254	214-217-9993 razcarate@aace-eng.com	MDB	M/Hispanic	TX
	IBA7153325 IBARRA CONSULTING ENGINEERS INC 3131 Turtle Creek Blvd #1151 Dallas Tx 75219-5445	214-219-1030 214-219-1035	MWDB	F/Hispanic	TX

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Phase: 1

C Code & Description	Vend Code/Adr	Phone/Fax/Email	W/MB Code	G/E	LCTN
	VS0000012890 Moye IT Consulting, LLC 1255 Corporate Dr Ste 100 Irving Tx 75038	972-887-5555 9728875554 jmoye@moyeconsulting.com	WDB	F/Caucasian	TX
	V00000907873 REED FIRE PROTECTION ENGINEERING LLC 14135 Midway Road Ste. G260 Addison Tx 75001	214-638-7599 102 2146384710 droberts@reedfire.com	MDB	M/Hispanic	TX
	VS0000035278 RGM Engineering, LLC 700 N Saint Marys Suite 1225 San Antonio Tx 78205	210-299-4522 204 210-299-4525 elizabeth@rgmengineering.net	MB	M/Hispanic	TX
92567 Mechanical Engineering					
	VS0000020957 Azcarate & Associates Consulting Engineers, LLC 7920 Belt Line Road, Suite 930 Dallas Tx 75254	214-217-9993 razcarate@aace-eng.com	MDB	M/Hispanic	TX
	CNG8321131 CNG ENGINEERING P L L C 1917 N New Braunfels Ave Ste 201 San Antonio Tx 78208-1419	210-224-8841 210-224-8824 TRAVIS.WILTSHIRE@CNGENGINEERING.COM	MDB	M/African American	TX
	V00000908561 Goetting Rowe Engineering, LLC 130 Regents Park San Antonio Tx 78230	210-530-7800 bkellyrowe@goettingrowe.com	WB	F/Caucasian	TX
	VS0000035278 RGM Engineering, LLC 700 N Saint Marys Suite 1225 San Antonio Tx 78205	210-299-4522 204 210-299-4525 elizabeth@rgmengineering.net	MB	M/Hispanic	TX
	SWA8303727 SWAYZER ENGINEERING INC 3102 Maple Ave Ste 450 Dallas Tx 75201-1261	2148807929 2148809005 michele.swayzer@swayzer.com	MWDB	F/African American	TX
	V00000917428 TLC Engineering Inc. 8204 Westglen Drive Houston Tx 77063	713-868-6900 7138680001 tonycouncil@tlceng.com	MDB	M/African American	TX
	V00000924928 Urban Infrastructure Group, Inc. Po Box 729 Donna Tx 78537	9564644710 9564644714 cgonzalez@uigtexas.com	MB	M/Hispanic	TX

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

Solicitation No.: RFQS 6100 CLMP182 ABIA Parking Garage and Administration Offices

Version No.: 1

Phase: 1

C Code & Description	Vend Code/Adr	Phone/Fax/Email	W/MB Code	G/E	LCTN
92588 Structural Engineering					
	AVI0530500 AVIATION ALLIANCE INC Po Box 799 Colleyville Tx 76034-0799	817-498-0388 817-281-1867 Shirley@AviationAllianceInc.com	WDB	F/Caucasian	TX
	VC0000103077 BRIONES CONSULTING & ENGINEERING LTD 8118 Broadway San Antonio Tx 78209	210-828-1431 210-828-1432 RBRIONES@BRIONESENGINEERING.COM	MDB	M/Hispanic	TX
	VS0000032809 EBG Engineering, LLC. Po Box 104 Allen Tx 75013	9724290006 support@ebgeng.com	WDB	F/Caucasian	TX
	IBA7153325 IBARRA CONSULTING ENGINEERS INC 3131 Turtle Creek Blvd #1151 Dallas Tx 75219-5445	214-219-1030 214-219-1035	MWDB	F/Hispanic	TX
	VS0000019943 JQ INFRASTRUCTURE LLC 2105 Commerce Steet Suite 200 Dallas Tx 75201	972-392-7340 214-550-2536 rmehta@jqeng.com	MDB	M/Asian	TX
	V00000919663 OUTLIER ENGINEERING INC 240 Oak Court New Braunfels Tx 78132	830-625-5947 amys@outliereng.com	WB	F/Caucasian	TX
	VS0000035278 RGM Engineering, LLC 700 N Saint Marys Suite 1225 San Antonio Tx 78205	210-299-4522 204 210-299-4525 elizabeth@rgmengineering.net	MB	M/Hispanic	TX
	V00000917428 TLC Engineering Inc. 8204 Westglen Drive Houston Tx 77063	713-868-6900 7138680001 tonycouncil@tlceng.com	MDB	M/African American	TX
	V00000924928 Urban Infrastructure Group, Inc. Po Box 729 Donna Tx 78537	9564644710 9564644714 cgonzalez@uigtexas.com	MB	M/Hispanic	TX
92593 Traffic and Transportation Engineering					
	AVI0530500 AVIATION ALLIANCE INC Po Box 799 Colleyville Tx 76034-0799	817-498-0388 817-281-1867 Shirley@AviationAllianceInc.com	WDB	F/Caucasian	TX

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

Solicitation No.: RFQS 6100 CLMP182 ABIA Parking Garage and Administration Offices

Version No.: 1

Phase: 1

C Code & Description	Vend Code/Adr	Phone/Fax/Email	W/MB Code	G/E	LCTN
	VC0000103077 BRIONES CONSULTING & ENGINEERING LTD 8118 Broadway San Antonio Tx 78209	210-828-1431 210-828-1432 RBRIONES@BRIONESENGINEERING.COM	MDB	M/Hispanic	TX
	VS0000022641 Chica & Associates, Inc 505 Orleans Suite 106 Beaumont Tx 77701	409-833-4343 409-833-8326 twallace@chicaandassociates.com	MDB	M/Hispanic	TX
	VS0000014891 Eckermann Engineering, Inc. 202 Spring Ho Avenue Lampasas Tx 76550	512-556-8160 5125565122 derrek@eckermannengineering.com	MB	M/Native American	TX
	HVJ2459750 HVJ ASSOCIATES INC 6120 S Dairy Ashford Houston Tx 770072	512-447-9081 281-933-7293 HJOHNSON@HVJ.COM	MDB	M/African American	TX
	IBA7153325 IBARRA CONSULTING ENGINEERS INC 3131 Turtle Creek Blvd #1151 Dallas Tx 75219-5445	214-219-1030 214-219-1035	MWDB	F/Hispanic	TX
	V00000911438 Lamb-Star Engineering, LP Suite 1000 Plano Tx 75093	214-440-3600 2144403601 john.lamb@lamb-star.com	MDB	M/Native American	TX
	MAE8319636 MAESTAS & ASSOCIATES INC 11550 Ih 10 W Ste 350 San Antonio Tx 78230	210-366-1988 210-366-1980 almaestast@maesce.com	MDB	M/Hispanic	TX
	RJR8317892 RJ RIVERA ASSOC INC 601 Nw Loop 410, Suite 410 San Antonio Tx 78216	210-785-0888 2103405664 melissa.barton@rjrivera.com	MDB	M/Hispanic	TX
	SWA8303727 SWAYZER ENGINEERING INC 3102 Maple Ave Ste 450 Dallas Tx 75201-1261	2148807929 2148809005 michele.swayzer@swayzer.com	MWDB	F/African American	TX
	V00000917428 TLC Engineering Inc. 8204 Westglen Drive Houston Tx 77063	713-868-6900 7138680001 tonycouncil@tlceng.com	MDB	M/African American	TX

96121 Cost Estimating

City of Austin Subcontract Vendor List - VCRCVS

Solicitation No.: RFQS 6100 CLMP182 ABIA Parking Garage and Administration Offices

Version No.: 1

Phase: 1

C Code & Description	Vend Code/Adr	Phone/Fax/Email	W/MB Code	G/E	LCTN
	APE8320387 APEX COST CONSULTANTS INC Suite 1105 Fort Worth Tx 76102	4697185562 214-242-2585 hracct@eudacorp.com	MB	M/African American	TX
	AVI0530500 AVIATION ALLIANCE INC Po Box 799 Colleyville Tx 76034-0799	817-498-0388 817-281-1867 Shirley@AviationAllianceInc.com	WDB	F/Caucasian	TX
	VS0000030471 Garza Program Management LLC 5910 North Central Expressway, Suite 1670 Dallas Tx 75206	214-346-0694 2147220695 info@garzapm.com	MDB	M/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	F/Caucasian	TX
	VS0000019943 JQ INFRASTRUCTURE LLC 2105 Commerce Steet Suite 200 Dallas Tx 75201	972-392-7340 214-550-2536 rmehta@jqiang.com	MDB	M/Asian	TX
	PRO7148615 PROJECT COST RESOURCES 2800 Fm 359 Richmond Tx 77406	281-497-4171 281-497-3522 bwilliams@pcrcost.com	WB	F/Caucasian	TX
	SWA8303727 SWAYZER ENGINEERING INC 3102 Maple Ave Ste 450 Dallas Tx 75201-1261	2148807929 2148809005 michele.swayzer@swayzer.com	MWDB	F/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	M/Asian	TX
				Total in SLBP:	308
				Total Outside SLBP:	99

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Austin Tx 78731-1651

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Asia Trading Inc
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Austin Architecture Plus Inc
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Aviation Alliance Inc
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Round Rock Tx 78664

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Lockhart Tx 78644

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Davcar Inc
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Electrosystems Engineers Inc
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El Paso Tx 79912-5609

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Austin Tx 78704-3027

Encotech Engineering Consultants Inc
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Eq Consultants Group
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37602 Tournament Lane
Magnolia Tx 77355

G Sylva, Llc
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Joan S Hyde
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Jones Mcmullen Engineering Inc
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Laurie Smith Design Assoc
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Limbacher & Godfrey Inc
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Lopez Salas Architects Inc
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San Antonio Tx 78258-4912

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Negrete & Kolar Architects Llp
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O-Sda Industries, Llc
5714 Sam Houston Circle
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Office For Local Architecture Llc
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Outlier Engineering Inc
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New Braunfels Tx 78132

Oakhill Engineering, Llc
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Austin Tx 78749

P E Structural Consultants Inc
8436 Spicewood Springs Rd
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Pga Engineers, Inc.
13201 Northwest Freeway, Suite 800
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Power Quality Engineering Inc
3061 Woodall Dr Bldg A
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Poznecki-Camarillo Inc
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Precision Task Group Inc
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Houston Tx 77042

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

Project Cost Resources
2800 Fm 359
Richmond Tx 77406

Providence Environmental Consulting Inc
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Georgetown Tx 78628-1019

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Austin Tx 78704

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Austin Tx 78701

Quality Power, Llc
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Lakeway Tx 78734

Reed Fire Protection Engineering Llc
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Addison Tx 75001

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Round Rock Tx 78664

Rhyan Technology Services Llc
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Rita Abdeladim
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Rj Rivera Assoc Inc
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San Antonio Tx 78216

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

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

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

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

Rios Engineering, Llc
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Austin Tx 78752

Rogers Moore Engineers, Llc
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Austin Tx 78701

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

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

Snap Management Group Inc
6928 Robert Dixon Dr
Austin Tx 78749-2218

Solis Constructors Inc
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Austin Tx 78758-7716

Stacie Ellen Engeling
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Stansberry Engineering Co.
Po Box 309
Manchaca Tx 78652-0309

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Austin Tx 78749

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901 Round Rock Avenue Suite C100
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Smith Turrieta, PLLC
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Spring Architects, Inc.
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Oakland Ca 94612-3592

Vealenzuela Preservation Studio Llc
4401 Hoffman Drive
Austin Tx 78749

Verdtek Inc
7000 N Mopac Expy Ste 200
Austin Tx 78731

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

Visual Innovations Co Inc
8500 Shoal Creek Blvd Bldg 1
Austin Tx 78757-7530

Verdunity, Inc.
17000 Preston Road Suite #110
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

Yolanda Mcrae
5800 Techni Center Drive #220
Austin Tx 78721

Eoperitium Technologies, Llc
1233 Heritage Hill Drive, Attn: Mailstop 102
Desoto Tx 75115

Fusearch Studio, Pllc
702 San Antonio
Austin Tx 78701



FORM 1
Prime Firm General Information

Solicitation Number: CLMP182

Project Name: Architectural Services, ABIA Parking Garage and
Administration Building

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: CLMP182

Project Name: Architectural Services, ABIA Parking Garage and Admin. Building

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: CLMP 182

Project Name: Architectural Services, ABIA Parking Garage & Admin. Building

City of Austin, Texas NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION

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, and the City's Non-Retaliation Policy as reiterated below:

- A. **Chapter 5-4. Discrimination in Employment by City Contractors, Section 5-4-2:** As an Equal Employment Opportunity (EEO) employer, the Contractor 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 form 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 the Contractor, 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 Contractors in which said union or organization has agreed not to engage in any discriminatory or retaliation 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 subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

B. Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy:

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Non-Discrimination and Non-Retaliation Policy set forth below.

- (1) *As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.*
- (2) *The Contractor 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.*
- (3) *The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.*

Further, employees who experience discrimination, retaliation, 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.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination and non-retaliation employment policy, the Contractor 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 Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

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

C. Sanctions:

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4 and the Non-Retaliation Policy.

D. Term:

The Contractor agrees that this Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this _____ day of _____, _____

CONTRACTOR _____
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: CLMP182

Project Name: Architectural Services, ABIA Parking Garage & Admin. Building

State of Texas

County of Travis

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

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

The terms “City” and “Owner” are synonymous.

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

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

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

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

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

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

Signature _____ Date:

Printed Name:

Title:

Firm/Entity:

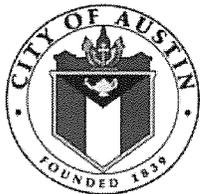
Subscribed and sworn to before me this ____ day of _____, 20__.

Notary Public My Commission Expires _____

RESPONDENT'S EXPLANATION:

Include the entire Affidavit, Pages 1 – 3.

END



FORM 5 AFFIDAVIT OF AVAILABILITY

Solicitation Number: CLMP182

Project Name Architectural Services, ABIA Parking Garage & Admin Building

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

Notary Public

My Commission Expires

END

**FORM 6
AFFIDAVIT OF CONTRACT EXECUTION**

Solicitation Number: CLMP182

Project Name: Architectural Services, ABIA Parking Garage & Admin. Building

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 February 2016.

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: CLMP182

Project Name: Architectural Services, ABIA Parking Garage and Admin. Building

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

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

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

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



**FORM 8
EXPERIENCE OF PROJECT PROFESSIONAL**

Solicitation Number: CLMP182

Project Name: Architect Services, ABIA Parking Garage and Admin. Building

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

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

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

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



FORM 10
PRIME FIRM'S COMPARABLE PROJECT EXPERIENCE

Solicitation Number: CLMP182

Project Name: Architectural Services, ABIA Parking Garage and Admin. Building

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: CLMP182

Project Name: Architectural Services, ABIA Parking Garage and Admin. Building

Scope of Work:	
Firm Name:	

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

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

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

This AGREEMENT made as of this _____ day of _____,

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

hereinafter referred to as "OWNER",

and:

(Name of Firm)

hereinafter referred to as "CONSULTANT",

For the following PROJECT:

CIP ID:

(enter project description)

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

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

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

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

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

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

(Name of Firm), CONSULTANT

(Address of Firm)

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved As To Form:

Attest:

By: _____
Assistant City Attorney

By: _____
Secretary, if a Corporation

END

General Conditions Table of Contents

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DRAFT

SECTION 1 - CONSULTANT'S RESPONSIBILITIES

1.0 General

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

1.1 Performance of Services

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.2 Laboratory Services

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

1.3 Quality Control Plan (QCP)

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

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

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

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

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

1.4 Basic Services

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

SECTION 2 - OWNER'S RESPONSIBILITIES

2.1 The OWNER will:

2.1.1 Provide its requirements for the PROJECT.

2.1.2 Designate the OWNER's Project Manager.

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

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

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

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

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

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

SECTION 3 - FIXED CONSTRUCTION BUDGET

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

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

3.3 Responsibility for Fixed Construction Budget

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

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

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

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

3.3.3 Bid Alternates

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

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

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

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

SECTION 4 - RESOURCE ALLOCATION PLAN (RAP)

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

4.2 Supplemental Amendments

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

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

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

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

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

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

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

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

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

SECTION 5 - COMPENSATION

5.1 Basis of Compensation

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

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

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

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

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

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5.1.3 *Compensation for Additional Services*

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

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

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

5.1.4 *Compensation for Reimbursable Expenses*

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

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

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

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

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

5.1.6 *Period of Service*

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

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

5.2 Reimbursable Expenses

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

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

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

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

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

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

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

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

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

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

5.3 Payments to the Consultant

5.3.1 *Payments for Basic Services*

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

5.3.2 *Payments for Additional Services*

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

5.3.3 *Payments Withheld*

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

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

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

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

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

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

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

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

5.3.4 *Prompt Payments*

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

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

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5.3.5 *Payment for Project Suspension or Termination*

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

SECTION 6 - INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

6.2 General Requirements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 7 - TERMINATION OF AGREEMENT

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

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

7.3 Notice to Cure.

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

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

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

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

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

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

7.5.3 If CONSULTANT makes fraudulent statements;

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

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

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

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

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

SECTION 8 - OWNER REMEDIES

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

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

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

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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.

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SECTION 1 - CONSULTANT'S RESPONSIBILITIES

1.1 Performance of Services

Delete Paragraph 1.1.8 in its entirety and replace with the following:

1.1.8 The CONSULTANT will attend and draft complete minutes of each PROJECT meeting between CONSULTANT and OWNER, CONSULTANT and Construction Manager at Risk (CMR) and CONSULTANT and other agencies; and submit them to OWNER for review and approval, within seven (7) calendar days after each PROJECT meeting.

Insert the following Paragraph 1.1.14:

1.1.14 The CONSULTANT will prepare separate bid documents for the OWNER'S use in bidding and awarding contracts for the procurement of furniture and shelving for the PROJECT. It is the OWNER's intent to issue multiple procurement package(s), which may include a package to purchase from State of Texas furniture contracts available to the OWNER. The fixed budget for the furniture and shelving will be established at the end of the schematic design phase with the assistance of the CONSULTANT and its subconsultants. This budget is in addition to the PROJECT Fixed Construction Budget. These services will be provided at the appropriate time to allow installation of materials immediately following the issuance of Substantial Completion for the PROJECT. The CONSULTANT and its subconsultants will also provide the OWNER assistance in evaluating the bids and awarding the contracts, and equivalent contract administration services for their installation.

Insert the following 1.1.13 through 1.1.30:

1.1.13 The CONSULTANT shall perform the basic services in relation to the design of the project described in Exhibit A - Scope of Services.

1.1.14 The CONSULTANT shall assist the OWNER with the selection of colors for finishes, furniture, equipment, etc. included in the Work. The CONSULTANT shall prepare and submit a color board for the OWNER's review and approval that clearly illustrates the CONSULTANT'S recommended color scheme.

1.1.15 If directed by OWNER, CONSULTANT shall update OWNER provided record documents.

1.1.16 If the OWNER provided record documents to be updated that have been sealed by another Engineer, the CONSULTANT shall notify the Engineer of record of the agreement to update said documents. All updates and revisions to existing sealed documents shall be made as directed by OWNER and in accordance with the Texas Board of Professional Engineers rules.

1.1.17 The CONSULTANT agrees that record documents provided by the OWNER are to be used only for the intended purpose and to meet this contract's obligations. Use of these record documents for any other purpose not explicitly authorized by the OWNER is strictly prohibited.

1.1.18 The CONSULTANT shall incorporate sustainable principles and elements in accordance with the Leadership in Energy and Environmental Design (LEED™) Green Building Rating System as outlined in Council Resolution 20071129-045.

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1.1.19 The CONSULTANT shall review the Council Resolution Implementation form and instructions with the project manager for determining the achievement of an appropriate certification by LEED™ Green Building Rating System Silver or incorporation of the Baseline Sustainability Standards. The CONSULTANT is responsible for preparing all documentation required for LEED™ certification. The OWNER will pay all application and certification fees.

1.1.20 The CONSULTANT shall use an integrated design approach, where the evaluation of any PROJECT element, material or system is not viewed solely on the basis of its own isolated merit, but is designed and then appraised as an integrated part of the entire PROJECT. This approach will require team members from all disciplines, during each stage of the design process, to investigate alternatives, question assumptions and research approaches to optimize building performance.

1.1.21 The CONSULTANT shall provide a written status report of implementation of the Council Resolution.

1.1.22 The CONSULTANT shall monitor the PROJECT during construction to verify and ensure that intended and specified elements as specified on the LEED™ Check List or the Baseline Sustainability Standards are being incorporated into the PROJECT. The CONSULTANT shall coordinate all relevant items with the Building Commissioning Agent.

1.1.23 For construction activities performed by the CONSULTANT or Subconsultants, workers shall be paid not less than the prevailing wage rates, in accordance with Exhibits B (Section 00830) and C (Section 00830HH).

1.1.24 The CONSULTANT will incorporate all applicable federal, state, and local design requirements and guidelines into its work products, including but not limited to Federal Aviation Administration, City of Austin Urban Design Guidelines, Commercial Design Standards, Core Transit Corridor streetscape standards, green infrastructure and innovative stormwater facilities as outlined in Council Resolution 20071129-046. The CONSULTANT will prepare presentations to the Design Commission during the preliminary phase to ensure compliance with city design and sustainability standards for the building and site development.

1.1.25 Construction Manager at Risk Delivery Method. The delivery method for this PROJECT is Construction Manager at Risk (CMR), authorized under Chapter 2269 of the Texas Government Code. The CONSULTANT'S responsibilities related to this process are further described in Section 12.1, "Construction Manager at Risk Delivery Method".

1.1.26 Under a separate AGREEMENT the OWNER will hire a Building Commissioning Agent (CA) to ensure that all PROJECT elements are designed, installed, functionally tested, documented and capable of being maintained to perform in conformity with the OWNER'S PROJECT requirements. The CONSULTANT will coordinate its services and professional services schedule ("Schedule") with the CA. The CONSULTANT will be provided with a copy of the agreement between the OWNER and the CA ("CA Agreement"). Nothing in the CA Agreement will confer direct responsibility on the CA for the CONSULTANT'S services, nor will anything contained in the CA Agreement diminish the CONSULTANT'S responsibility for its services as described in this AGREEMENT.

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1.1.27 The CONSULTANT will participate in the City's Arts in Public Places process and responsibilities may include participation on the panel to advise on the selection of the artist(s); working with the artist(s) to identify design elements/art for the site; assisting the artist(s) with design aspects of the art/design elements; working with the CMR to oversee possible fabrication, and installation of art/design elements.

1.1.28 The CONSULTANT will participate in up to six meetings (6) which may include Austin Airport Advisory Commission, City Council and other Boards and Commissions as directed by OWNER.

1.1.29 The CONSULTANT will coordinate the exchange of electronic documents, other than those made through use of email services, via a File Transfer Protocol (FTP) site that will be created, operated, and managed by the CONSULTANT.

1.1.30 The CONSULTANT has signed the Non-Discrimination Certificate (Exhibit D).

Insert the following Paragraphs 1.4.1 et seq:

1.4.1 Phase A: Preliminary Phase Services

If authorized by OWNER, the CONSULTANT shall perform the Phase A: Preliminary Phase Services as described below and in Attachments 1 (RAP) and 4:

1.4.1.1 As part of the Preliminary Phase, the CONSULTANT shall establish and provide to OWNER an architectural design program narrative describing major functional elements, space requirements and relationships between the elements, requirements within each space (environmental, acoustical, lighting, electrical, communications, cabinetry, security, etc.), site development requirements, code requirements, aesthetic requirements and other special considerations. The program document must incorporate Owner's Project Requirements. Basic Services of the CONSULTANT will include programming efforts such as reviewing existing building and site conditions, making measured drawings of existing construction, interviewing personnel, reviewing inventories of furniture, equipment and materials, attending meetings and taking other actions as necessary to establish the scope of the PROJECT as dictated by the OWNER'S needs and the Fixed Construction Budget as described in Section 3.

1.4.1.2 The CONSULTANT shall provide a preliminary evaluation of the OWNER'S operating program and the PROJECT preliminary construction cost estimate (Class 5 as described in the AACE® International Recommended Practice No. 56R-08) each in terms of the other, and shall review with the OWNER and CMR alternative approaches to design and construction of the PROJECT.

1.4.1.3 For all Phase A services, the CONSULTANT shall follow the approved schedule and meet all milestone requirements specified in the PROJECT RAP.

1.4.1.3.1 The schedule for the performance of the CONSULTANT's professional services for this Agreement will be prepared by the CONSULTANT in coordination with the OWNER and the CMR and will be approved by OWNER before the first progress payment will be made to the CONSULTANT. Any changes to the PROJECT's professional services Schedule must be approved in writing by OWNER and acknowledged by the CMR.

1.4.1.3.2 A separate CMR Project schedule for the development of the CMR's

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pre-construction and construction phase services (the "CMR Project Schedule") will also be prepared by the CMR in coordination with the OWNER and the CONSULTANT and will be approved by the OWNER before the first progress payment will be made to the CMR. Any changes to the CMR Project Schedule must be approved in writing by OWNER and acknowledged by the CONSULTANT.

1.4.1.3.3 The CONSULTANT, the City and the CMR will take cognizance of the critical activities and milestones necessary for the CONSULTANT's, the CMR's, and the OWNER's performance of the services necessary for the design, permitting, construction and commissioning of the Project in the development and approval of their respective schedules, with a recognition of the different purposes such schedules are intended to serve and an acknowledgment of the shared purpose of coordinating both schedules to achieve maximum Project efficiencies and control.

1.4.1.3.4 In addition, while an approved change to one schedule may appear to require a change to the other schedule, the OWNER will review any potential cross schedule impacts and have final approval over any changes to either schedule. In any case, a change in one schedule will not necessarily result in any adjustment to that party's or the other party's schedule or compensation, unless approved by OWNER.

1.4.1.4 For all Phase A services, the CONSULTANT shall provide all required QCP documentation.

1.4.1.5 The schedule for the performance of the CONSULTANT's professional services for this Agreement will be prepared by the CONSULTANT in coordination with the OWNER and the CMR and will be approved by OWNER before the first progress payment will be made to the CONSULTANT. Any changes to the PROJECT's professional services Schedule must be approved in writing by OWNER and acknowledged by the CMR.

1.4.1.6 A separate CMR Project schedule for the development of the CMR's pre-construction and construction phase services (the "CMR Project Schedule") will also be prepared by the CMR in coordination with the OWNER and the CONSULTANT and will be approved by the OWNER before the first progress payment will be made to the CMR. Any changes to the CMR Project Schedule must be approved in writing by OWNER and acknowledged by the CONSULTANT.

1.4.1.7 The CONSULTANT, the City and the CMR will take cognizance of the critical activities and milestones necessary for the CONSULTANT's, the CMR's, and the OWNER's performance of the services necessary for the design, permitting, construction and commissioning of the Project in the development and approval of their respective schedules, with a recognition of the different purposes such schedules are intended to serve and an acknowledgment of the shared purpose of coordinating both schedules to achieve maximum Project efficiencies and control.

1.4.1.8 In addition, while an approved change to one schedule may appear to require a change to the other schedule, the OWNER will review any potential cross schedule impacts and have final approval over any changes to either schedule. In any case, a change in one schedule will not necessarily result in any adjustment to that party's or the other party's schedule or compensation, unless approved by OWNER.

1.4.2 Phase B: Design Phase Services

If authorized by OWNER, the CONSULTANT shall perform the Phase B services as described below and in Attachments 1 (RAP) and 4:

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1.4.2.1 Schematic Design Phase

1.4.2.1.1 Based on mutually agreed upon architectural design program and PROJECT Class 4 estimate requirements, the CONSULTANT shall prepare, for approval by the OWNER, Schematic Design Documents consisting of (i) site plan, (ii) architectural floor plans, (iii) building sections, (iv) exterior elevations, (v) mechanical/electrical floor plans, (vi) subconsultant schematic drawings, (vii) description of project components, (viii) Sustainability Checklist, (ix) an Opinion of Probable Construction Cost (Class-4 cost estimate as described in the AACE® International Recommended Practice No. 56R-08) based on current area, volume or other unit costs, life cycle and maintenance cost and (ix) preliminary utility use analysis and energy modeling analysis. The CONSULTANT's opinion of construction costs shall be based on materials and labor process prevailing at the time of the preparation of the Schematic Design without consideration of inflationary increases in costs and will be indexed to the *Engineering News Record* (ENR) Construction Cost Index prevailing at the time of the preparation of the estimate for this phase of the project. The CONSULTANT shall comply with the OWNER's CADD Standards. The Class 4 estimate must be approved by CMR and OWNER prior to proceeding to the next project phase.

1.4.2.1.2 The CONSULTANT shall prepare and submit an electronic editable (pdf) copy of preliminary plans and specifications for the OWNER's and CMR's review and comment.

1.4.2.1.3 The CONSULTANT shall prepare a preliminary checklist of items relating to LEED™ or sustainability goals for the PROJECT.

1.4.2.1.4 CONSULTANT with input and assistance from the Owner and the CMR shall submit a construction management plan to the Federal Aviation Agency (FAA). In addition, the CONSULTANT shall meet all other FAA requirements, including, but not limited to construction safety planning requirements and phasing plans included with the project plans, and the other Form 7460 information and documentation required by the FAA.

1.4.2.1.5 For all Design Phase services, the CONSULTANT must design for compliance with the applicable laws, rules, and regulations of City, State and federal governments. The CONSULTANT must request variances or waivers of any such requirements as appropriate.

1.4.2.1.6 CONSULTANT with input and assistance from the Owner and the CMR shall submit a construction management plan to the Federal Aviation Agency (FAA). In addition, the CONSULTANT shall meet all other FAA requirements, including, but not limited to construction safety planning requirements and phasing plans included with the project plans, and the other Form 7460 information and documentation required by the FAA.

1.4.2.2 Design Development Phase

1.4.2.2.1 Based on the accepted Schematic Design Documents and any adjustments authorized by the OWNER in the program or Fixed Construction Budget as described in Section 3, the CONSULTANT shall prepare for OWNER's review and comment, design development documents consisting of further development of the Schematic Design Documents and additional documents to fix and describe the size and character of the entire PROJECT as to the architectural design intent for all components and elements. The CONSULTANT must comply with the OWNER's CADD Standards. Consultant shall prepare and submit an electronic pdf copy of the Design Development documents to the OWNER and CMR for review and comment.

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1.4.2.2.2 The CONSULTANT shall provide an updated LEED or Sustainability Checklist and submit building energy modeling calculations (lighting, HVAC, building envelope, etc.), and other documentation to the OWNER for review and comment, to determine whether the targeted sustainability goals and building permit requirements of the City of Austin will be met.

1.4.2.2.3 The CONSULTANT shall prepare a complete Project Manual that includes, City Standard Front-end Documents (Division 0 & Division 1) and detailed specifications using the OWNER'S standard specifications for elements of the PROJECT that relate to horizontal construction and work in the right-of-way. Any revisions or special provisions to these standard specifications must be submitted to the OWNER for written approval. The CONSULTANT may use MasterSpec or CSI for vertical construction elements of the PROJECT as special specifications. The CONSULTANT shall submit the special specifications to the OWNER for review and comment.

1.4.2.2.4 The CONSULTANT shall submit to the OWNER and CMR an updated written Opinion of Probable Construction Cost (Class 3 estimate as described in the AACE® International Recommended Practice No 56R-08). If this estimate exceeds the Fixed Construction Budget as described in Section 3, the CONSULTANT shall consult with the OWNER and CMR as to what action is to be taken if the OWNER requires revisions to the PROJECT scope to reduce the PROJECT cost as required to stay within the Fixed Construction Budget. The CONSULTANT shall then make such revision to the PROJECT construction documents at no additional cost to the OWNER. The Class 3 estimate must be approved by OWNER and CMR prior to proceeding to the next project phase.

1.4.2.2.5 The CONSULTANT shall prepare a Draft Storm Water Pollution Prevention Plan (SWPPP) using the standard City template and submit to the OWNER for review and comment. All engineering computations shall be certified by a Licensed Professional Engineer with competence in this area as required by Title 22, Chapter 137 of the Texas Administrative Code. All SWPPPs shall be signed by a Licensed Professional Engineer (TX) or a Certified Professional in Erosion and Sedimentation Control [(CPESC)(<http://cpesc.org>)]. If the SWPPP itself contains engineering calculations, then a Licensed Professional Engineer must seal and sign the SWPPP. All drainage calculations shall be done in accordance with the guidelines in the Drainage Criteria Manual. The final SWPPP will address all OWNER's comments provided on the Draft SWPPP.

1.4.2.3 Construction Documents Phase

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1.4.2.3.1 Based on the accepted design development documents and any further adjustments in the scope or quality of the PROJECT or in the Fixed Construction Budget authorized by the OWNER, the CONSULTANT shall prepare for approval by OWNER and review by CMR, construction documents in compliance with the OWNER's requirements, conforming to all applicable design standards specifically including, but not limited to the FAA Design (Series 150) and Construction Standards (AC 150/5370-10). The CONSULTANT shall prepare a Project Manual that includes all required "Front End" Division 0 & 1 sections and standard and special specifications required for the scope of work. The CONSULTANT shall also prepare drawings including plan views, sections and details clearly defining and describing the full scope of work of the improvement, limits of work, sequencing requirements, access routes, environmental-protection requirements, and contractor staging and storage areas. The CONSULTANT shall comply with the OWNER's CADD Standards. The OWNER's relevant Standard Details shall be included in the drawings if sufficient for the PROJECT. The CONSULTANT shall prepare any Special Details required for the project and submit them to the Owner for review and comment. Details describing the scope of the PROJECT shall be sufficient such that no additional details are required from the CONSULTANT after the bidding phase is complete.

1.4.2.3.2 Construction Document Drawings will be prepared with computer aided design and drawing technology utilizing one of the following standard formats: Arc/Info (export), DXF (.DXF), or IGDS (.DGN) and in compliance with Austin-Bergstrom International Airport (ABIA) Standard CADD Guidelines. The guidelines established in the United States National CAD Standard[®] published by the National Institute of Building Sciences, will be used for sheet layering. Drawing sheet size will be 24" X 36" and minimum lettering size will be 3/32" unless otherwise approved by OWNER.

1.4.2.3.3 The CONSULTANT shall design barrier-free buildings and facilities in accordance with the Americans with Disabilities Act, Texas Accessibility Standards, and all applicable laws and regulations. The CONSULTANT shall record in writing the major proceedings of each planning conference with the Architectural Barriers Office, Texas Department of Licensing and Registration and submit reports, including written Variances of Requirements, to the OWNER for filing. The OWNER will be responsible for payment of required permit fees and the costs of variances.

1.4.2.3.4 The CONSULTANT shall provide an updated LEED or Sustainability Checklist and submit building energy modeling calculations (lighting, HVAC, building envelope, etc.), and other documentation to the OWNER for review and comment, to determine whether the targeted sustainability goals and building permit requirements of the City of Austin will be met.

1.4.2.3.5 CONSULTANT shall provide one (1) printed set and one (1) electronic editable pdf format copy, and if requested by OWNER five (5) renderings and three dimensional illustrations of the proposed Construction Documents (review sets) at the CONSULTANT'S expense, for OWNER'S review and comment at the 90% and 100% CD phase, prior to reproducing copies for bidding purposes. The CMR shall also receive a set of the 65% Construction Documents for its review and comments. It is presently anticipated that the CMR will base its GMP Proposal on the approved 65% complete set of Construction Documents. Subject to reasonable extensions of time, the CMR will have up to 60 days from the receipt of approval by the City of the 65% complete Construction Documents in which to submit a GMP Proposal, the OWNER will have 30 days in which to review, comment, and accept or reject the Proposal, with a possible extension for further negotiations.

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1.4.2.3.6 If the OWNER and the CMR have not been able to negotiate the GMP for the construction of the Project or a component thereof within 90 days, CONSULTANT shall provide to the OWNER and CMR a written Opinion of Probable Construction Cost (Class 1 estimate as described in the AACE® International Recommended Practice No. 53R-08) based upon prevailing market conditions within one week from date of submittal. One (1) printed set and one (1) electronically editable copy of the final 100% Construction Documents will be provided to the OWNER. If this Class 1 construction cost estimate exceeds the Fixed Construction Budget as described in Section 3, the CONSULTANT shall consult with the OWNER and CMR as to what action is to be taken if the OWNER requires revisions to the PROJECT scope to reduce the PROJECT cost as required to stay within the Fixed Construction Budget. The CONSULTANT shall then make such revision to the PROJECT construction documents at no additional cost to the OWNER. Otherwise, if the Class 1 estimate construction cost estimate does not exceed the Fixed Construction Budget, then the CONSULTANT will be entitled to additional services compensation for any revisions to the Project construction documents requested by the OWNER. The Class 1 estimate must be approved by OWNER and CMR prior to proceeding to the next project phase.

1.4.2.3.7 Following the return of marked up Construction Documents (or separate comment list) from the OWNER, the CONSULTANT shall make final modifications and corrections to Construction Documents as called to the CONSULTANT'S attention by the OWNER; the CONSULTANT shall resubmit corrected Construction Documents to the OWNER in the same format and number prescribed in 1.4.2.3.6 for review and comment. If implementation of the OWNER'S review comments will have an adverse effect (schedule, budget, safety or other) on the PROJECT, the CONSULTANT shall immediately notify the OWNER in writing with an explanation of such adverse effect; the OWNER shall respond to the CONSULTANT's comments in writing.

1.4.2.3.8 Final Subcontractor Bid Documents, which incorporate the OWNER's comments described in 1.4.2.3.7, will be furnished to the OWNER and CMR at least fourteen (14) calendar days prior to the CMR advertising the PROJECT for subcontractor bids. Bid Documents will not be printed until OWNER authorizes the CONSULTANT to do so.

1.4.2.3.9 Acceptance of the Construction Documents by the OWNER will not constitute nor be deemed a release of the responsibilities and liability of the CONSULTANT for the accuracy and competency of its designs, Drawings, Specifications or other documents and services performed under this AGREEMENT. No approvals or acceptance by or on behalf of the OWNER will be deemed an assumption of such responsibility by the OWNER for any defect, error or omission in said designs, Drawings, Specifications or other documents prepared by the CONSULTANT. The CONSULTANT agrees at its own expense to rework documents as necessary to correct its designs, Drawings, Specifications or documents found to be in error.

1.4.2.3.10 Unless otherwise stipulated, the CONSULTANT shall, upon completion of Construction Documents, provide drawings for the OWNER'S use in publicizing the PROJECT. Drawings will be 8-1/2" X 11" electronic pdf format, and, if requested by OWNER, one (1) electronic pdf renderings and three dimensional illustrations of the following: (1) location map; (2) floor plan(s) naming major spaces and noting the total square footage; (3) major building elevation; and (4) site plan.

1.4.2.4 The CONSULTANT shall, following the OWNER'S approval of the Construction Documents and the Class 1 estimate, assist the OWNER in determining what additional information on Contractor qualifications may be required to be submitted by the bidders with their bids. The CONSULTANT agrees that the OWNER may post the CONSULTANT'S Bidding Documents on-line for bidding purposes.

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1.4.2.5 For all Phase B services, the CONSULTANT must design for compliance with the applicable laws, rules, and regulations of City, State and federal governments. The CONSULTANT must request variances or waivers of any such requirements as appropriate.

1.4.2.6 For all Phase B services, the CONSULTANT shall follow the approved schedule and meet all milestone requirements specified in the PROJECT RAP. The schedule will be prepared by CONSULTANT in coordination with the CMR and approved in writing by OWNER. Any schedule changes must be approved in writing by OWNER.

1.4.2.7 For all Phase B services, the CONSULTANT shall provide all required QCP documentation.

1.4.2.8 The CONSULTANT shall respond with appropriate and agreed actions to comments from the OWNER's quality assurance and risk management review staff.

1.4.3 Phase C: Bid-Award-Execution Phase Services

If authorized by OWNER, the CONSULTANT shall perform the Phase C services as described below and in Attachments 1 (RAP) and 4:

1.4.3.1 CONSULTANT will assist the OWNER and CMR in the subcontractor bid and/or competitive sealed proposals process. CONSULTANT services will include receiving and resolving questions about bid documents, preparing and issuing necessary addenda to bid documents, participation in or conducting pre-bid conferences, and attending bid openings.

1.4.3.2 For all Phase C services, the CONSULTANT shall coordinate with the OWNER and CMR and follow the approved schedule milestone requirements specified in the CMR PROJECT schedule.

1.4.3.3 If LEED certification is required, CONSULTANT shall submit "Design Phase Submittal" to LEED online within 30 days after construction notice-to-proceed.

1.4.4 Phase D: Construction Phase Services

If authorized by OWNER, the CONSULTANT shall perform the Phase D services as described below and in Attachments 1 (RAP) and 4:

1.4.4.1 The CONSULTANT will be the OWNER's Representative during the Construction Phase, and shall advise and consult with the OWNER. Instructions to the CMR will be forwarded through the CONSULTANT. The CONSULTANT will have authority to act on behalf of the OWNER only to the extent provided in this Section 1.4.4 Phase D Construction Phase Services.

1.4.4.2 The Construction Phase will commence with the execution of the first GMP Amendment to the CMR Agreement or as applicable, the execution of the construction contract. This phase will terminate on the date of final completion of the construction PROJECT, based on the completion milestones established for the construction contract time. The expiration date includes any time extensions granted to the CMR by the OWNER, but in no case will time extensions exceed the approved time extensions identified in the CMR Project Schedule, including the commissioning phase and the warranty phase.

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1.4.4.3 The CONSULTANT will participate in and document the proceedings of preconstruction conferences with the CMR.

1.4.4.4 The CONSULTANT will visit the site to observe the progress and quality of the Work and to determine if the Work is proceeding in accordance with the Contract Documents. The CONSULTANT'S visits to the site will be at intervals appropriate to the stage of construction, but in no case less than weekly. The CONSULTANT will record observations made on each job site visit, including regularly scheduled project meetings, and will submit a written weekly field report to the OWNER.

1.4.4.5 Reports must include: list of subcontractors on-site by week as reported by CMR, trades at work, approximate manpower, temperature/weather conditions, any variations from Contract Documents, any defective Work, percentage of contract time used compared with percentage of completion of construction, estimated contract completion date, and other meaningful information. Reports for periods when no Work is in progress will state "No Work in Progress".

1.4.4.6 The CONSULTANT will furnish reports to the OWNER within five (5) calendar days of the end of each week of the observations or the report will be considered late. As stated in subsection 5.3.3, the OWNER may withhold payment until the reports are received.

1.4.4.7 In addition, the CONSULTANT'S subconsultants will visit the site at appropriate stages of the Work related to their area of specialty, will record observations made on each job site visit and will submit reports to the CONSULTANT to be incorporated in the CONSULTANT'S reports to the OWNER. The CONSULTANT'S subconsultants will also attend those progress meetings when the CMR's Application for Payment includes requests for areas of Work related to their discipline.

1.4.4.8 The CONSULTANT will review the CMR's Applications for Payment, based on CONSULTANT'S observations on site, evaluate the request, and recommend to OWNER the amount to be paid to the CMR.

1.4.4.9 The CONSULTANT'S approval signature on the Application for Payment constitutes a representation by the CONSULTANT to the OWNER that the work is proceeding in general accordance with the Contract Documents, and that the CMR has progressed to the construction schedule point indicated and is entitled to payment in the amount certified. The CONSULTANT is not responsible for work that is the CMR's responsibility as defined in the CMR's contract with the OWNER.

1.4.4.10 The CONSULTANT will respond within seven (7) calendar days (unless the OWNER grants a time extension), to all requests for information, claims, disputes and other matters in question between the OWNER and the CMR relating to the execution or progress of the work or the interpretation of the Contract Documents. Interpretations and decisions of the CONSULTANT will be in written form, accompanied by drawings as appropriate.

1.4.4.11 If any work does not conform to the Contract Documents, the CONSULTANT will, within 24 hours of the CONSULTANT'S observation, recommend the rejection of any such work to the OWNER in writing. At any point during the Construction Phase, the CONSULTANT may recommend that the OWNER require special inspection or testing of the Work in accordance with the provisions of the Contract Documents.

1.4.4.12 The CONSULTANT will review, approve, or take other appropriate action upon

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CMR submittals such as Shop Drawings, product data and samples. The CONSULTANT will provide a written response to the CMR within fourteen (14) calendar days (unless a time extension is granted in writing by the OWNER) to avoid a delay in the WORK.

1.4.4.13 The CONSULTANT's review is for the limited purpose of confirming conformance with information given and the design concept expressed in the Contract Documents. The CONSULTANT is not responsible for the Work or other requirements that are the CMR's responsibility as defined in the CMR's contract with the OWNER.

1.4.4.14 Unless otherwise specifically stated by the CONSULTANT, the CONSULTANT's review will not constitute approval of safety precautions, construction means, methods, techniques, sequences or procedures.

1.4.4.15 The CONSULTANT may rely upon professional certifications of performance characteristics of materials, systems or equipment if such certifications are required by the construction Contract Documents.

1.4.4.16 Upon receipt of CMR's notification that the Work has been substantially completed, the CONSULTANT and its subconsultants will work with the CMR to verify the PROJECT is ready for the OWNER's inspection within seven (7) calendar days unless the OWNER approves a time extension. The CONSULTANT after determining the contract requirements for substantial completion have been met, will provide written notification to the OWNER that the Work has been completed and is ready for the OWNER's inspection. The OWNER will schedule an OWNER inspection to be attended by the CONSULTANT and its subconsultants. Written documentation of the inspection will be prepared by CONSULTANT and its subconsultants.

1.4.4.17 Within seven (7) calendar days of the completion of the OWNER's inspection, the CONSULTANT will provide the CMR a draft written punch list of items that need to be addressed prior to the Final Completion date specified in the construction contract.

1.4.4.18 Within fourteen (14) calendar days of the completion of the OWNER's inspection, the CONSULTANT will prepare and issue a Certificate of Substantial Completion, utilizing AIA document G704, stating the PROJECT is in substantial compliance with the requirement of the Contract Documents. Attached to the Certificate of Substantial Completion will be the CONSULTANT final written punch list.

1.4.4.19 The CONSULTANT will review all warranties, guarantees, bonds, equipment operating instructions, and similar required material and documents for general compliance with the Contract Documents and will present them to the OWNER. Upon receipt of CMR's written notice that the Work is ready for final inspection and acceptance and receipt of a final Application for Payment from the CMR, the CONSULTANT will make an on-site review within seven (7) calendar days. When the Work is found to be acceptable by the OWNER, the CONSULTANT will, within seven (7) calendar days, sign the final Application for Payment signifying that the Work has been completed in general accordance with the terms and conditions of the Contract Documents and that final payment is due the Contractor.

1.4.4.20 For all Construction Phase services, the CONSULTANT will follow the approved Schedule and meet all milestone requirements specified in the CMR Project Schedule.

1.4.4.21 The CONSULTANT and its subconsultants will participate in the project partnering process including attendance at all Partnering Workshops/Meetings.

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1.4.4.22 The CONSULTANT will coordinate with the CMR in the preparation and maintenance of the CMR Project Schedule.

1.4.4.23 Unless otherwise notified by OWNER, the CONSULTANT, will be on site during the Commissioning process to offer support to the OWNER and the Commissioning Agent by way of witnessing testing, reviewing results, receiving and resolving questions about design issues, observing training, reviewing documentation, etc.

1.4.4.15 *Construction Project Representation Beyond Basic Services*

1.4.4.15.1 If the OWNER and CONSULTANT agree that more extensive representation at the site is needed, the CONSULTANT shall provide one or more PROJECT Representatives to assist the CONSULTANT in carrying out such responsibilities at the PROJECT or work site. The PROJECT RAP must be revised accordingly.

1.4.4.15.2 Such PROJECT Representatives will be selected with the written approval of the OWNER, employed and directed by the CONSULTANT, and the CONSULTANT will be compensated as mutually agreed between the OWNER and the CONSULTANT.

1.4.5 *Phase E: Post-Construction Phase Services*

If authorized by OWNER, the CONSULTANT shall perform the Phase E services as described below and in Attachments 1 (RAP) and 4:

1.4.5.1 The scope of assistance referenced in this Paragraph 1.4.5 will include, but not be limited to, the following: (1) producing Construction Record Documents for the OWNER; (2) notifying the CMR of defective Work and requesting corrective action; (3) preparing correspondence and other written data as necessary to document, clarify, and resolve discrepancies; and (4) meeting with the CMR at the PROJECT site or other local places when requested by the OWNER.

1.4.5.2 Upon receipt from the CMR of details of deviations from Contract Documents, CONSULTANT shall produce Record Documents for the OWNER'S use within thirty (30) calendar days. The CONSULTANT shall be entitled to rely on the accuracy and completeness of the CMR's details of deviations from the Contract Documents, except for the details of deviations that to Consultant's actual knowledge do not accurately reflect changes from the Contract Documents. The CONSULTANT will ensure that the record drawings of construction incorporate all compiled change orders, change directives, and field orders. The CONSULTANT will ensure that a Professional Architect's seal is affixed and signed on each document, stamped and identified as "RECORD DOCUMENTS", that signifies the recorded changes have been transferred.

1.4.5.2.1 The CONSULTANT shall submit electronic files of PROJECT drawings that are considered Record Documents to OWNER on CD-ROM or other comparable durable electronic media. CONSULTANT shall include Computer-Aided Design electronic files of Record Documents in a format usable by the OWNER (e.g. AutoCAD or Revit files) as well as a pdf copy, signed and sealed by the CONSULTANT. Drawings will be accurate in scale and dimensions and will reflect the final as-constructed condition of the PROJECT, based in part upon any as-constructed information/documentation provided to CONSULTANT by the CMR and/or its subcontractors.

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1.4.5.2.2 For projects that include improvements or modifications to OWNER's Austin Water Utility system or facilities, drawings included in the Record Documents will include all dimensions and calculations in English units.

1.4.5.2.3 For projects that include improvements or modifications to facilities or resources owned by the Austin Water Utility, the CONSULTANT shall provide the OWNER updated Asset Retirement Request Form(s) based on project as-built drawings. For projects involving new taggable assets, the CONSULTANT shall also provide to OWNER an updated list of new assets installed or delivered as part of the PROJECT. These form(s) and information will be provided to OWNER at the time of the as-built submittal.

1.4.5.3 Under Basic Services, the CONSULTANT shall assist and represent the OWNER through the post-construction period on matters involving defective Work. The CONSULTANT shall communicate with and assist the CMR as necessary to correct all deficiencies within seven (7) calendar days of notification by the CONSULTANT for a specific correction.

1.4.5.4 The CONSULTANT shall require its subconsultants to provide assistance as necessary during the post-construction period stipulated in the approved CMR PROJECT schedule.

1.4.5.5 The CONSULTANT shall perform an on-site review of the Work, accompanied by its subconsultants, no less than thirty (30) calendar days before the one year anniversary of the date of Substantial Completion. Based on the site review, the CONSULTANT shall prepare, within seven (7) calendar days, a list of items needing correction and direct the Contractor to resolve them within a specified time frame. After determining that deficiencies have been corrected, the CONSULTANT shall so notify the OWNER in writing within seven (7) calendar days. This notification by the CONSULTANT does not release the CMR from its responsibilities set forth in the Contract Documents and will not be construed as an implied or express warranty or representation by the CONSULTANT that there are not other deficiencies on the PROJECT.

1.4.5.6 Under Basic Services, the CONSULTANT and its subconsultants agree to provide Post-Construction Phase services as specified in the approved PROJECT RAP. The CONSULTANT shall provide accounting for time expended under Basic Services at the time these services are provided. Additional time for extended warranty period services not included in Basic Services will be considered Additional Services in accordance with Paragraph 1.4.6 and paid for in accordance with the RAP.

1.4.5.7 For all PHASE E services, the CONSULTANT shall follow the approved CMR Project schedule.

1.4.5.8 For Projects that require LEED certification, submit "Construction Phase Submittal" within 30 days of Certificate of Occupancy.

1.4.6 Additional Services

Unless otherwise stated in this AGREEMENT, the Services listed in subparagraphs 1.4.6.1 through 1.4.6.6 are Additional Services. Additional Services authorized in writing by the OWNER will be paid for by the OWNER as provided in this AGREEMENT, in addition to the compensation for Basic Services. Additional Services authorized by the OWNER in writing will be incorporated in the PROJECT RAP, and all applicable articles of the AGREEMENT will apply to the Additional Services. If CONSULTANT identifies a need for Additional Services, the CONSULTANT will submit a proposal for those services to the OWNER within fourteen (14) calendar days of identifying the need. The following are **not** Additional Services:

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(a) Any revisions required for failure to adhere to the Fixed Construction Budget
(b) Minor requests for information by the OWNER that clearly do not require
extensive work by the CONSULTANT.

1.4.6.1 Providing interior design and other similar services required for or in connection with the selection, procurement or installation of furniture, furnishings and related equipment, other than those services included in Paragraph 1.1.12.

1.4.6.2 Making revisions in Drawings, Specifications, or other documents in connection with Change Orders, unless such Change Orders are caused by errors, omissions or other factors within the CONSULTANT's control.

1.4.6.3 Making revisions in Drawings, Specifications or other documents when such revisions are required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents.

1.4.6.4 Providing design services of subconsultants not included in original scope for the PROJECT.

1.4.6.5 Providing any other services not otherwise included in this AGREEMENT or not customarily furnished in accordance with generally accepted, regional consulting practices, including but not limited to, the following items:

- Land development and feasibility studies.
- Contacts with neighborhood associations, boards, and/or committees related to land acquisition issues, beyond that described in Section 1.
- Engineering of and coordination of off-site construction.
- Special subconsultant services (environmental, archaeological, acoustical, asbestos removal, hydrological, traffic, computer and audio/visual design, etc.)
- Special investigations, including environmental impact studies, that involve detailed consideration of operation, maintenance and overhead expenses; rate schedules; earnings and expense statements; special feasibility studies; appraisals; evaluations; and material audits or inventories required for certifications of force account construction performed by CMR or OWNER.
- Detailed mill, shop and/or laboratory inspection of materials and/or equipment
- Legal proceedings, unless the CONSULTANT is a party to the proceedings.

1.4.6.6 Revising Drawings, Specifications or other documents when such revisions are inconsistent with, or contradict, prior approvals or instructions given to the CONSULTANT by the OWNER.

1.4.6.7 For all Additional Services, the CONSULTANT shall follow the approved schedule and meet all milestone requirements specified in the PROJECT RAP.

1.4.6.8 If the OWNER and the CMR have not been able to negotiate the Guaranteed

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Maximum Price within the 90 day period of time identified in paragraph 1.4.2.3.5 the CONSULTANT will provide to the OWNER an updated written Class 1 construction cost estimate. If this Class 1 construction cost estimate exceeds the Fixed Construction Budget as described in Section 3, the CONSULTANT shall consult with the OWNER as to what revisions to the PROJECT scope to reduce the PROJECT cost OWNER requires to stay within the Fixed Construction Budget. The CONSULTANT shall then make such revision to the PROJECT construction documents at no additional cost to the OWNER. However, if the Class 1 estimate construction cost estimate does not exceed the Fixed Construction Budget, then the CONSULTANT will be entitled to additional services compensation for any revisions to the Project construction documents requested by the OWNER.

1.4.6.9 If the OWNER and the CMR have not been able to negotiate the Guaranteed Maximum Price by the end of the Design Phase services, OWNER may ask the CONSULTANT to assist the OWNER in obtaining bids. If so, the CONSULTANT will assist the OWNER in determining what additional and/or recent information on Contractor qualifications may be required to be submitted by the bidders with their bids.

1.4.6.9.1 The CONSULTANT will issue Bid Documents to potential bidders, plan rooms, etc., resolving questions about bid documents, issue Addenda, participate in a pre-bid conference, maintain a list of recipients of documents on a form acceptable to OWNER, and attend bid opening. All Addenda will be issued at least one week before the specified bid date, unless the OWNER approves an extension of the bid period as part of the Addendum. Bid deposit checks will be made payable to the OWNER and those deposits not returned to bidders will be given to the OWNER.

1.4.6.9.2 The CONSULTANT will provide to the OWNER no later than the time of bidding a list of all entities that have obtained Bid Documents from its office in connection with the PROJECT.

1.4.6.9.3 Following the OWNER'S receipt of bids and Contractor's post-bid information, the CONSULTANT will assist the OWNER in obtaining and analyzing Contractor qualifications and will make a recommendation to the OWNER.

SECTION 2 - OWNER'S RESPONSIBILITIES

Insert the following language:

2.2 The OWNER may pay for or provide surveys describing physical characteristics, legal limitations for the site of the PROJECT, and a written legal description of the site. The surveys and legal information will include, as applicable, grades and lines of streets, alleys, pavements and adjoining property; rights-of-way, deed restrictions, boundaries and contours of the site; locations, dimensions and complete data pertaining to existing buildings, other improvements and trees, and other special data or conditions. The CONSULTANT may reasonably rely upon such information in the performance of their services under this AGREEMENT unless CONSULTANT'S on-site review shows encroachments or other legal impediments.

2.3 The OWNER may pay or provide for the services of soil engineers or other subconsultants when such services are deemed necessary by the CONSULTANT and have the OWNER'S written concurrence. Such services shall include test borings, test pits, soil bearing values, percolation tests, air and water pollution tests, ground corrosion and resistivity tests, including necessary operations for determining subsoil, air and water conditions, with reports and appropriate professional recommendations.

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2.4 The OWNER will review and provide comments on periodic plan and specifications submittals within forty two (42) calendar days.

SECTION 3 - FIXED CONSTRUCTION BUDGET (in General Conditions of the AGREEMENT)

Insert the following subparagraph 3.1.1

3.1.1 The PROJECT Fixed Construction Budget is **Xxxxx Dollars (\$xxxx)**

SECTION 4 - RESOURCE ALLOCATION PLAN (RAP) (in General Conditions of the AGREEMENT)

Delete Section 4.3 and replace with the following:

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 applicable standard of care and the approved PROJECT RAP described in this Section 4 and subsequent approved amendments to the RAP 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 soon as it reasonably believes the cost is being incurred. The OWNER will update the itemized costs as they are incurred

Delete Section 4.4 and replace with the following:

4.4 The CONSULTANT is not liable or responsible for OWNER delays or suspensions of services or delays caused by third-parties except to the extent that such delays are avoidable with the exercise of CONSULTANT'S reasonable diligence, provided that subconsultants are not considered third parties. 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 Consultant's reasonable determination that an occurrence has in fact delayed in its services unless force majeure conditions exist.

SECTION 5 - COMPENSATION

Add items 5.1.1.2.1 through 5.1.1.2.3.

5.1.1.2.1 Compensation for Basic Services for the PROJECT will be determined either on a Standard Hourly Rate with a Not-to-Exceed-Maximum-Amount (Standard Hourly Rate) fee basis or as a Stipulated Sum fee basis, as shown in the approved PROJECT RAP.

5.1.1.2.2 *Standard Hourly Rate:* Compensation for Basic Services as described in paragraphs 1.4.1 through 1.4.5 is as follows:

5.1.1.2.2.1 The hourly rate for each class of employee includes all labor, overhead, and profit necessary to perform the requested services. The hourly rate schedule is shown in Attachment 2. Attachment 2 documents the methodology for calculating the CONSULTANT's overhead rate.

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5.1.1.2.2.2 The Not-to-Exceed-Maximum-Amount for the PROJECT shall include the estimated cumulative hours needed to perform the services multiplied by the appropriate rate schedule in Attachment 2 plus the estimated allowance for Reimbursable Expenses.

5.1.1.2.2.3 Phases of services and the Not-to-Exceed-Maximum-Amount must be included in Attachment 4.

5.1.1.2.2.4 Progress payments for each phase shall not exceed the Not-to-Exceed-Maximum-Amounts established for that phase in Attachment 4.

5.1.1.2.3 *Stipulated Sum*

For Basic Services as described in paragraphs 1.4.1 through 1.4.5 is as follows:

5.1.1.2.3.1 The Stipulated Sum includes all labor, overhead, and profit necessary to perform the requested services. Payments will be made on the basis of the proportion of services performed for each phase as a percentage of all PROJECT services.

5.1.1.2.3.2 Phases of services and percentages of the total Basic compensation payable per Phase will be included in the approved RAP.

Insert the following subparagraph 5.1.2.1

5.1.2 *Basic Compensation*

5.1.2.1 The total amount of compensation to be paid the CONSULTANT will not exceed:

Xxxxx Dollars (\$xxxxx)

Add item 5.1.3.1.1

5.1.3.1.1 Compensation for Additional Services will be determined either on a Standard Hourly Rate with a Not-to-Exceed-Maximum-Amount (Standard Hourly Rate) fee basis or as a Stipulated Sum fee basis, as shown in Attachments 2 and 4.

Add item 5.1.4.3

5.1.4.3 An allowance for Reimbursable Expenses described in Subsection 5.2 will be determined and included in the approved RAP. The CONSULTANT shall not exceed the allowance amount without prior written approval by OWNER.

Insert the following paragraph 5.1.7

5.1.7 *Payment Applications*

5.1.7.1 Payment applications must be submitted on a monthly basis.

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5.1.7.2 For PROJECTS that are compensated on a Standard Hourly Rate basis, the CONSULTANT's statement of services must show the name of all employees and subconsultants charging time to the PROJECT, the amount of time billed, the hourly rates, and the activities performed by each person listed. If requested by OWNER, payroll time sheets shall be provided.

5.1.7.3 For PROJECTS that are to be compensated on a Stipulated Sum basis, the CONSULTANT's statement of services must include a brief summary of the progress and completion of tasks to substantiate the percentage of completion of services by Phase during the time period covered by the payment application.

5.1.7.4 Each payment application from the CONSULTANT will be reviewed to ensure the following information is included and/or is correct. Without this information, the OWNER will not approve the payment. CONSULTANT will be notified, within fourteen (14) calendar days after OWNER's receipt of the payment application, if the payment application is inaccurate and/ or incomplete. An "accurate and complete payment application" means:

- That the critical figures included on the payment application have been accurately calculated;
- That the labor rates, reimbursables, fixed fee, subconsultant's rates, overhead and fringe benefits listed on the payment application are consistent with the terms of the AGREEMENT or the most recent Supplemental Amendment.
- That the charges included on the payment application reflect activity for which the CONSULTANT has actually performed work.
- That the charges included on the payment application are for work included in the AGREEMENT or an amendment, and the charges are tied directly to tasks outlined in the AGREEMENT.
- That the CONSULTANT's principals are billing at staff rates when acting in that capacity.
- That for subconsultant activity, the subconsultant is recognized as an approved subconsultant in the approved MBE/WBE compliance plan for the AGREEMENT or amendment.
- That for subconsultant activity, the subconsultant approved for a specific discipline is being used/ paid when the work in that discipline is performed.
- That for subconsultant or subcontractor activity on federally funded projects is being reimbursed at invoice cost.
- That any reimbursable expenses claimed are permitted by the terms of the AGREEMENT.
- That for any allowed reimbursable expense, supporting documentation is attached to the invoice.
- That the CONSULTANT is billing the City for all work performed by both the CONSULTANT and subconsultants within 45 calendar days of when the work was performed.

5.1.7.5 The OWNER shall review the first payment application in detail with the CONSULTANT to explain OWNER's payment requirements and to ensure payment application is accurate and complete.

5.1.7.6 Any costs incurred in excess of approved maximum not-to-exceed contract amount(s) incurred prior to OWNER's written consent will be at CONSULTANT's risk and OWNER will not pay such costs unless such costs were incurred at the OWNER's direction or the OWNER failed to respond

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to the CONSULTANT's request within seven (7) calendar days. The OWNER is not required to increase the approved maximum not-to-exceed contract amount(s) established under this AGREEMENT.

SECTION 6 - INSURANCE REQUIREMENTS

Insert subparagraph 6.1.4.1:

6.1.4.1 CONSULTANT's Professional Liability Insurance with a minimum limit of **<insert amount (\$)>** dollars per claim and in aggregate.

SECTION 7 - TERMINATION OF AGREEMENT (in General Conditions of the AGREEMENT)

SECTION 8 - REMEDIES (in General Conditions of the AGREEMENT)

SECTION 9 - CONSULTANT REMEDIES (in General Conditions of the AGREEMENT)

SECTION 10 - DISPUTE RESOLUTION (in General Conditions of the AGREEMENT)

SECTION 11 - MISCELLANEOUS PROVISIONS

11.2 Ownership and Use of Documents

11.2.1 All engineering work product produced by the Consultant for this Project including but not limited to: Drawings, Specifications, manuals, databases, application files, listings, etc. are to be delivered to OWNER and become the property of the OWNER. The CONSULTANT shall provide the OWNER with the electronic source files for these documents and work product in a format and storage media directed by OWNER or otherwise acceptable to the OWNER to allow the OWNER to subsequently update, modify, or amend said documents and work product. In addition, the CONSULTANT shall also provide a digital copy of all new and updated Drawings, Specifications and manuals on CD or other OWNER-approved media. The cost of providing the source files and copies will be paid as specified in Section 5 of this AGREEMENT. The CONSULTANT may not provide copies of or otherwise use the subject documents or work products on any other project without the prior written approval of the OWNER.

11.7 Notices

Insert subparagraph 11.7.1.1:

11.7.1.1 Notices shall be addressed as follows (or as amended in writing in the future):

Mailed Notices to OWNER:

Contract Management Department
City of Austin
P.O. Box 1088

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Austin, Texas 78767

Hand Delivered Notices to OWNER:

Contract Management Department
City of Austin
505 Barton Springs Road, Suite 1045
Austin, Texas 78704

Mailed Notices to CONSULTANT:

Hand Delivered Notices to CONSULTANT:

Insert the following:

SECTION 12 – CONSTRUCTION MANAGER AT RISK DELIVERY METHOD

12.1 CMR Delivery Method

12.1.1 General: The delivery method for this PROJECT is Construction Manager at Risk (“CMR”). The CONSULTANT will provide all services described in this AGREEMENT consistent with the CMR delivery method. Whenever the Agreement refers to the “CONTRACTOR,” the term will be interpreted to mean the CMR. Under a separate agreement with the OWNER, the CMR will provide Pre-construction Phase Services including, but not limited to preparation of cost estimates for the Cost of the Work, systems value engineering, systems life cycle cost analysis, and constructability reviews. The CMR will also provide construction management/administration services with a Guaranteed Maximum Price (“GMP”) for the construction of the PROJECT. Partnering will include the CMR and all major subcontractors.

12.1.2 Coordination: The CONSULTANT will coordinate its services and schedule with the CMR. The OWNER may direct the CONSULTANT to recognize the CMR as its representative for the performance of various duties which are defined in this AGREEMENT as the responsibility of the OWNER. The CONSULTANT agrees to honor such appointment. The CONSULTANT will be provided with a copy of the agreement between the OWNER and the CMR (“CMR Agreement”). Nothing in the CMR Agreement will confer direct responsibility on the CMR for the CONSULTANT’S services, nor will anything contained in the CMR Agreement diminish the CONSULTANT’S responsibility for its services as described in this AGREEMENT.

12.1.3 Independent Inspection, Testing, & Verification Services CONSULTANT: In addition, the Construction Manager at Risk delivery method requires independent inspection services, testing of construction materials engineering, and the verification testing services necessary for acceptance of the facility by the OWNER. The CONSULTANT will coordinate as reasonable and necessary with the independent inspection, testing, and verification CONSULTANT(s) in the performance of its services.

12.1.4 Constructability Reviews: The CMR will perform constructability reviews at appropriate intervals, during the Design Phase to ensure that the PROJECT is buildable, cost-effective, biddable, and maintainable. The CMR will produce reports summarizing these constructability reviews for review and approval by OWNER and the CONSULTANT. Based on the approved constructability reports, the CONSULTANT will redesign the PROJECT, as required under the Agreement, in an effort to further conform to the Fixed Construction Budget. The CONSULTANT will provide interim construction cost

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estimates, as identified in Paragraphs 1.4.1.2 and 1.4.1.7 (Class 4) 1.4.3.1 (Class 3) and 1.4.4.4 (Class 2) and, if required, 1.4.5.6 (Class 1), to verify that the PROJECT is within the Fixed Construction Budget as further described below.

12.1.5 Alternative Design Approaches: The CONSULTANT and the CMR will review alternative approaches to the design and construction of the PROJECT during the development of the PROJECT design documents at intervals appropriate to the progress of the work. CONSULTANT will recommend any alternatives to the OWNER and CMR.

12.1.6 Review Process: The CONSULTANT will participate in reviews of all CONSULTANT work product, including but not limited to designs, program narratives, studies, reports, analyses, cost estimates, recommended alternatives, subcontractor bid packages, and specifications (the Work Product) with the OWNER and when appropriate the CMR. Prior to the OWNER'S approval of the work, CONSULTANT will incorporate such changes as are necessary to satisfy the OWNER's review comments, any of which may be appealed for good cause, provided that, after the consideration of any such appeal, the determination of OWNER will be final and binding upon CONSULTANT.

12.1.7 Cost Estimates: The CONSULTANT will compare its construction cost estimate with the construction cost estimate prepared by the CMR, and will reconcile any differences between the construction cost estimates and the Fixed Construction Budget or, as applicable, the GMP in coordination with the CMR and OWNER. If the CONSULTANT is unable to reconcile all differences between the two construction cost estimates and the Fixed Construction Budget with the CMR, then the CONSULTANT will promptly provide a detailed written explanation to the OWNER and attend a meeting scheduled by OWNER

12.1.8 Copies: The CONSULTANT will provide electronic or, as directed by OWNER, hard copies of the Work Product, as it is being prepared at intervals appropriate to the progress of the Project and identified in the Schedule, to the OWNER and CMR for review at CONSULTANT'S expense.

12.1.9 Development of GMP Proposal: At appropriate intervals during the development of the design, the CONSULTANT will participate in the development and review of the CMR's IGMP and GMP Proposal. This GMP Proposal will include the qualifications, clarifications, assumptions, exclusions, value engineering, and all other requirements identified in the agreement between the OWNER and the CMR.

12.1.10 GMP Proposal: At the approval of the sixty five percent (65%) Construction Documents, or such other time as OWNER may specify, OWNER will furnish a GMP Proposal to the CMR for the GMP Proposal to be prepared by CMR based upon the 65% Construction Documents prepared by the CONSULTANT and approved by the OWNER. The CONSULTANT will assist the OWNER in the review of any IGMP and/or GMP Proposal, as applicable, and will further advocate the OWNER'S interests in the OWNER'S negotiations with CMR in an effort to develop a GMP proposal acceptable to the OWNER.

12.1.11 GMP Analysis: The CONSULTANT will analyze the initial guaranteed-maximum-price (IGMP) and GMP Proposal document, together with its supporting assumptions, clarifications, and contingencies, and will submit a detailed written analysis of the document to the OWNER. Such analysis will include, without limitation, reference to and explanation of any inaccurate or improper assumptions and clarifications.

12.1.12 GMP Cost: The OWNER will accept a GMP proposal which does not exceed the Fixed Construction Budget. If the proposed GMP exceeds the Fixed Construction Budget, the CONSULTANT will provide the Class 1 estimate required above and the CONSULTANT will participate with the OWNER and CMR in constructability reviews and, as approved by OWNER, value engineering, in

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an effort to reach an agreement on the GMP; and OWNER may direct the CONSULTANT at its expense to revise the documents so the GMP Proposal does not exceed the Fixed Construction Budget. If it is determined to be in the OWNER'S best interest, the OWNER may accept a GMP Proposal that exceeds the stipulated Fixed Construction Budget.

12.1.13 Failure to Accept GMP Proposal: If the OWNER and the CMR do not reach an agreement, the OWNER may either (1) negotiate with an alternate CMR, (2) go out for bids, or (3) abandon the PROJECT. If an alternate CMR is chosen, the CONSULTANT, at its cost will modify the drawings and specifications as necessary to comply with the Fixed Construction Budget provided that the alternate CMR proposes a GMP within six (6) months. If the alternate CMR proposes the GMP after six (6) months, the CONSULTANT will be entitled to additional compensation.

12.1.14 GMP Proposal Incorporation: Following the OWNER's approval of the GMP Proposal, the CONSULTANT will develop the final Construction Documents, consistent with the elements in the GMP Proposal. The CONSULTANT and the CMR will provide a joint monthly status report stating the progress of the incorporation of the GMP qualifications, clarifications, assumptions, exclusions, and value engineering and all other requirements into the design.

12.1.15 Conformance of Design and GMP Proposal: The plans, drawings and specifications will be prepared such that the PROJECT does not exceed the Fixed Construction Budget and, as applicable, the GMP accepted by the OWNER. The CONSULTANT will manage the design to stay within such accepted GMP Proposal or Fixed Construction Budget. The CONSULTANT will review the Construction Documents at intervals appropriate to the progress of the PROJECT with the OWNER and CMR.

12.1.16 Subcontractor Buy-Out Phase: The CONSULTANT will assist the OWNER and CMR in the preparation of the necessary subcontractor bidding and request for proposal (RFP) information. As applicable, the CONSULTANT must, at no additional cost to OWNER, prepare plans and specifications for discrete portions of the Work to be incorporated into separate bid packages for the various subcontractors on separately phased portions of the Work. Such subcontracts may be awarded concurrently with other subcontracts or individually, at different points in time, which may result in CONSULTANT completing portions of the design after commencement of construction of the PROJECT and before completion of all design phase services. The design work for any separate bid/work packages will be subject to all requirements applicable to the various phases set forth in this AGREEMENT and will be performed in a manner consistent with the CMR Project Schedule, the Fixed Construction Budget or, as applicable, the GMP. The Phase C Bid Award Execution Phase Services will consist of those services required to assist the OWNER and the CMR in the subcontractor buy-out phase.

END

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%
				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%
				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, calculated in compliance with FAR Part 31, has been provided to the City of Austin and was utilized by the COA in reviewing and approving the loaded hourly rates below.

PRIME CONSULTANT (<Enter Name of Prime Firm>)

KEY PERSONNEL:

TX Registration Number

Project Manager -
Project Professional -

Hourly Rate
\$ / hr
\$ / hr

Professional Staff:

<Example Titles- ADD ADDITIONAL STAFF TITLES AS NEEDED- delete instructions>

Civil Engineer I \$ / hr
Civil Engineer II \$ / hr
Electrical Engineer I \$ / hr
Electrical Engineer II \$ / hr
Architect I \$ / hr
Architectural Drafter II \$ / hr
GIS Analyst I \$ / hr

Administrative Staff:

<Example Titles- ADD ADDITIONAL STAFF TITLES AS NEEDED- delete instructions>

Administrative Assitant I \$ / hr
Project Administrator II \$ / hr



SUBCONSULTANT (<Enter Name of Subconsultant Firm>)

Professional Staff:

<Example Titles- ADD ADDITIONAL STAFF TITLES AS NEEDED- delete instructions>

Project Manager \$ / hr
Civil Engineer I \$ / hr
Civil Engineer II \$ / hr
Electrical Engineer I \$ / hr
Electrical Engineer II \$ / hr
Architect I \$ / hr
Architectural Drafter II \$ / hr
GIS Analyst I \$ / hr

Administrative Staff:

<Example Titles- ADD ADDITIONAL STAFF TITLES AS NEEDED- delete instructions>

Project Administrator II \$ / hr

<ADD ADDITIONAL SUBCONSULTANTS AS NEEDED- delete instructions>

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

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		

DRAFT